



COLLECTIVE NEGOTIATIONS AGREEMENT

PBA LOCAL 328 & BOROUGH OF HADDONFIELD

April 1st 2022 through March 31st 2026

PREPARED BY:

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ATTORNEYS FOR PBA LOCAL 328



20122- 2026

PREAMBLE

This agreement entered into this 1st day of April 2022, by and between the BOROUGH OF HADDONFIELD, in the County of Camden, a Municipal Corporation of the State of New Jersey, hereinafter called the “Borough”, and POLICEMEN’S BENEVOLENT ASSOCIATION LOCAL 328, hereinafter called the PBA.

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ARTICLE 1

RECOGNITION

A. All Employees

Pursuant to a Resolution adopted by Borough Commissioners of the Borough of Haddonfield at a regular meeting on April 13th, 2004, *PBA* Local 328 is hereby recognized as exclusive representative for the purpose of collective negotiations of an employee's unit limited to Police Patrolmen, Police Corporals, Police Sergeants, Police Lieutenants, and Police Captains, but excluding reserve or auxiliary officers, employed in the Police Department of the Borough of Haddonfield, and excluding all other *Borough* employees whatsoever.

ARTICLE 2

CONDITIONS AND DURATION OF AGREEMENT

A. All Employees

1. This agreement shall continue to be in full force and effect as of the first day of April 2022 and shall remain in full force and effect through the thirty-first day of March 2026, except as otherwise specified. It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, one hundred and twenty (120) days prior to the anniversary date that it desires to modify or terminate this agreement. In the event that such notice is given, negotiations shall begin not later than ninety (90) days prior to the anniversary date. This agreement shall remain in force and be effective during the period of negotiations and until the next anniversary date following notice to modify or terminate.
2. Any changes, modifications or amendments of any part of this contract shall not cause a change, modification or amendment in any other part unless expressly so stated and this agreement shall continue in full force and effect.
3. Notice to modify a portion of this agreement will affect only a modification or termination of that portion of the agreement indicated in the notice to modify.
4. A notice to terminate the agreement will affect the entire agreement.

ARTICLE 3

MANAGEMENT RIGHTS

A. All Employees

1. The *Borough*, in conformance with law, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:
 - a. The executive management and administrative control of the *Borough* Government and its properties and facilities, and the activities of its employees;
 - b. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment, and to promote and transfer, within the *Police Department* employees, and to make and modify work rules in connection therewith, subject to NJSA 34:13A-5.3 with thirty (30) days' notice to the *PBA*, except if an emergent situation arises which requires an immediate response by the *Borough*;
 - c. To suspend, demote, discharge, or take other disciplinary action for good and just cause (except in the case of probationary employees as defined by NJSA 52:17B-69, discharge does not need just cause).
2. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the *Borough*, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and expressed terms hereof are

in conformance with the constitution and laws of New Jersey and of the United States and the ordinances of the Borough of Haddonfield.

3. Nothing contained herein shall be construed to deny or restrict the *Borough* of its rights, responsibilities and authority under R.S. 40 and R.S. 11 or any other national, state, county or local laws or ordinances.

ARTICLE 4

EQUAL TREATMENT & NON-DISCRIMINATION

A. All Employees

1. With reference to the *Collective Negotiations Agreement*, no person shall be discriminated against because of their political or religious opinion or affiliations, nor because of their sex, race, ancestry, national origin, or any other legally protected classification.

ARTICLE 5

WORK SCHEDULE

A. All Employees

1. Employees shall be assigned a *Work Schedule*.
 - a. The *Borough* shall not create a *Work Schedule* that is not enumerated in ARTICLE 5 – WORK SCHEDULE or has been amended in accordance with ARTICLE 6 – WORK SCHEDULE CHANGES, of the *Collective Negotiations Agreement* without first negotiating the economic impact with the *PBA*.
2. The *Work Week* for all employees shall begin Sunday morning at midnight and cover seven (7) consecutive twenty-four (24) hour periods.
3. The average number of hours worked on a weekly basis for all employees assigned to work a forty-two (42) hour *Work Week* will be forty-two (42) hours weekly over a twenty-eight (28) day period.
 - a. Time off equal to eight (8) hours for every twenty-eight (28) day period is provided to reduce the average *Work Week* to forty (40) hours, as part of the provisions under ARTICLE 22 – KELLY TIME of the *Collective Negotiations Agreement*.
4. The number of hours worked on a weekly basis for all employees assigned to work a forty (40) hour *Work Week* will be forty (40) hours weekly over a seven (7) day period.
5. The *Chief Of Police* or his/her designee may change the duties, position or assignment of any employee commensurate with the employee's rank, training and skills, at any time as long as that employee's *Work Schedule* is not changed.
6. Upon the agreement of both parties, the Chief of Police, or his/her designee may temporarily alter the *Work Schedules* listed herein for all Divisions except the Patrol Division.

B. Administrative Division

1. Captain

- a. Captains shall be assigned by the *Chief Of Police* or his/her designee to work one of the following eight (8) hour *Work Schedules*:

Monday	7:00 AM – 3:00 PM	Monday	12:00 N – 8:00 PM	Monday	3:00 PM – 11:00 PM
Tuesday	7:00 AM – 3:00 PM	Tuesday	12:00 N – 8:00 PM	Tuesday	3:00 PM – 11:00 PM
Wednesday	7:00 AM – 3:00 PM	Wednesday	12:00 N – 8:00 PM	Wednesday	3:00 PM – 11:00 PM
Thursday	7:00 AM – 3:00 PM	Thursday	12:00 N – 8:00 PM	Thursday	3:00 PM – 11:00 PM
Friday	7:00 AM – 3:00 PM	Friday	12:00 N – 8:00 PM	Friday	3:00 PM – 11:00 PM
Saturday	Off	Saturday	Off	Saturday	Off
Sunday	Off	Sunday	Off	Sunday	Off

(1). Any change between the *Work Schedules* listed under ARTICLE 5 – WORK SCHEDULE

- Section B.1.a. of the *Collective Negotiations Agreement* not agreed upon by both parties is subject to the following conditions:

- (a). The Captain will be notified of the *Work Schedule* change at least fourteen (14) calendar days prior to the change, unless agreed upon by both the Captain and the Chief of Police or his or her designee.
- (b). The new *Work Schedule* shall remain fixed for a minimum of twenty-eight (28) calendar days, unless agreed upon by both the Captain and the Chief of Police or his or her designee.
- (c). *Approved Time Off* scheduled prior to the notification of the *Work Schedule* change will be honored.

2. Lieutenants

- a. Lieutenants shall be assigned by the *Chief Of Police* or his/her designee to work one of the following eight (8) hour *Work Schedules*:

Monday	7:00 AM – 3:00 PM	Monday	9:00 AM – 5:00 PM	Monday	11:30 AM – 7:30 PM
Tuesday	7:00 AM – 3:00 PM	Tuesday	9:00 AM – 5:00 PM	Tuesday	11:30 AM – 7:30 PM
Wednesday	7:00 AM – 3:00 PM	Wednesday	9:00 AM – 5:00 PM	Wednesday	11:30 AM – 7:30 PM
Thursday	7:00 AM – 3:00 PM	Thursday	9:00 AM – 5:00 PM	Thursday	11:30 AM – 7:30 PM
Friday	7:00 AM – 3:00 PM	Friday	9:00 AM – 5:00 PM	Friday	11:30 AM – 7:30 PM
Saturday	Off	Saturday	Off	Saturday	Off
Sunday	Off	Sunday	Off	Sunday	Off

(1). Any change between the *Work Schedules* listed under ARTICLE 5 – WORK SCHEDULE

- Section B.2.a. of the *Collective Negotiations Agreement* not agreed upon by both parties is subject to the following conditions:

(a). The Lieutenant will be notified of the *Work Schedule* change at least fourteen (14) calendar days prior to the change, unless agreed upon by both the Lieutenant and the Chief of Police or his or her designee.

(b). The new *Work Schedule* shall remain fixed for a minimum of twenty-eight (28) calendar days, unless agreed upon by both the Lieutenant and the Chief of Police or his or her designee.

(c). *Approved Time Off* scheduled prior to the notification of the *Work Schedule* change will be honored.

C. Community Policing Division

1. Community Police Officer

- a. Employees assigned as Community Police Officers shall work the following schedule:

Monday	8:00 AM – 4:00 PM
Tuesday	11:30 AM – 8:00 PM
Wednesday	11:30 AM – 8:00 PM

Thursday	11:30 AM – 8:00 PM
Friday	11:30 AM – 8:00 PM
Saturday	Off
Sunday	Off

2. School Resource Officer

a. Employees assigned a School Resource Officers shall work the following schedule:

(1) From the first scheduled school day in September until the last scheduled school day in

June, the School Resource Officer will work the following schedule:

Monday	7:00 AM – 3:30 PM
Tuesday	7:00 AM – 3:30 PM
Wednesday	7:00 AM – 3:30 PM
Thursday	7:00 AM – 3:30 PM
Friday	7:00 AM – 3:00 PM
Saturday	Off
Sunday	Off

(2) During the school vacation period, which is the dates other than what is specified under

Article 5, Work Schedule, Section C.2a(1) of the Collective Negotiations Agreement, the School Resource Officer will work four (4) consecutive eight and one-half (8.5) hour days followed by eight (8) hour day followed by two (2) days off, or any contractually determined work schedule, as assigned by the Chief of Police.

(3) Any change between work schedules listed under Article 5, Work Schedule, Section C.2, of the Collective Negotiations Agreement not agreed to by both parties is subject to the following conditions:

- (a) The School Resource Officer will be notified of the change at least 14 calendar days prior to the change.
- (b) The work schedule shall remain fixed for a minimum of 28 calendar days.
- (c) Approved time off scheduled prior to the notification of the change shall be honored.

D.Detective Division

1. Employees assigned to the Detective Division shall work a ten and one-half (10 ½) hour rotating shift as follows:

Schedule 1

Sunday	Off
Monday	7:00 AM – 5:30 PM
Tuesday	7:00 AM – 5:30 PM
Wednesday	7:00 AM – 5:30 PM
Thursday	7:00 AM – 5:30 PM
Friday	Off
Saturday	Off
Sunday	Off
Monday	Off
Tuesday	9:00 AM – 7:30 PM
Wednesday	9:00 AM – 7:30 PM
Thursday	9:00 AM – 7:30 PM
Friday	9:00 AM – 7:30 PM
Saturday	Off

Schedule 2

Sunday	Off
Monday	Off
Tuesday	9:00 AM – 7:30 PM
Wednesday	9:00 AM – 7:30 PM
Thursday	9:00 AM – 7:30 PM
Friday	9:00 AM – 7:30 PM
Saturday	Off
Sunday	Off
Monday	7:00 AM – 5:30 PM
Tuesday	7:00 AM – 5:30 PM
Wednesday	7:00 AM – 5:30 PM
Thursday	7:00 AM – 5:30 PM
Friday	Off
Saturday	Off

- (a). Any change between the *Work Schedules* listed under ARTICLE 5 – WORK SCHEDULE -

Section D.1. of the *Collective Negotiations Agreement* not agreed upon by both parties is subject to the following conditions:

- (1). The employee will be notified of the *Work Schedule* change at least fourteen (14) calendar days prior to the change, unless agreed upon by both the employee and the Chief of Police or his or her designee.

- (2).The new *Work Schedule* shall remain fixed for a minimum of twenty-eight (28) calendar days, unless agreed upon by both the employee and the Chief of Police or his or her designee.
- (3).*Approved Time Off* scheduled prior to the notification of the *Work Schedule* change will be honored.

E. Patrol Division

1. Employees assigned to the Patrol Division shall work a twelve (12) hour rotating shift as follows:

	Platoon 1	Platoon 2	Platoon 3	Platoon 4
Monday	7:00 AM – 7:00 PM	7:00 PM – 7:00 AM	Off	Off
Tuesday	7:00 AM – 7:00 PM	7:00 PM – 7:00 AM	Off	Off
Wednesday	Off	Off	7:00 PM – 7:00 AM	7:00 AM – 7:00 PM
Thursday	Off	Off	7:00 PM – 7:00 AM	7:00 AM – 7:00 PM
Friday	7:00 AM – 7:00 PM	7:00 PM – 7:00 AM	Off	Off
Saturday	7:00 AM – 7:00 PM	7:00 PM – 7:00 AM	Off	Off
Sunday	7:00 AM – 7:00 PM	7:00 PM – 7:00 AM	Off	Off
Monday	Off	Off	7:00 AM – 7:00 PM	7:00 PM – 7:00 AM
Tuesday	Off	Off	7:00 AM – 7:00 PM	7:00 PM – 7:00 AM
Wednesday	7:00 AM – 7:00 PM	7:00 PM – 7:00 AM	Off	Off
Thursday	7:00 AM – 7:00 PM	7:00 PM – 7:00 AM	Off	Off
Friday	Off	Off	7:00 AM – 7:00 PM	7:00 PM – 7:00 AM
Saturday	Off	Off	7:00 AM – 7:00 PM	7:00 PM – 7:00 AM
Sunday	Off	Off	7:00 AM – 7:00 PM	7:00 PM – 7:00 AM
Monday	7:00 PM – 7:00 AM	7:00 AM – 7:00 PM	Off	Off
Tuesday	7:00 PM – 7:00 AM	7:00 AM – 7:00 PM	Off	Off
Wednesday	Off	Off	7:00 AM – 7:00 PM	7:00 PM – 7:00 AM
Thursday	Off	Off	7:00 AM – 7:00 PM	7:00 PM – 7:00 AM
Friday	7:00 PM – 7:00 AM	7:00 AM – 7:00 PM	Off	Off
Saturday	7:00 PM – 7:00 AM	7:00 AM – 7:00 PM	Off	Off
Sunday	7:00 PM – 7:00 AM	7:00 AM – 7:00 PM	Off	Off
Monday	Off	Off	7:00 PM – 7:00 AM	7:00 AM – 7:00 PM
Tuesday	Off	Off	7:00 PM – 7:00 AM	7:00 AM – 7:00 PM
Wednesday	7:00 PM – 7:00 AM	7:00 AM – 7:00 PM	Off	Off
Thursday	7:00 PM – 7:00 AM	7:00 AM – 7:00 PM	Off	Off
Friday	Off	Off	7:00 PM – 7:00 AM	7:00 AM – 7:00 PM
Saturday	Off	Off	7:00 PM – 7:00 AM	7:00 AM – 7:00 PM
Sunday	Off	Off	7:00 PM – 7:00 AM	7:00 AM – 7:00 PM

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ARTICLE 6

WORK SCHEDULE CHANGES

A. All Employees

1. Should the *Chief Of Police* determine that there should be a change in any *Work Schedule* for Patrol Division or a permanent change in Work Schedule for all other Divisions, it shall be done in accordance with the applicable provisions set forth under ARTICLE 5 – WORK SCHEDULE of the *Collective Negotiations Agreement*, otherwise it must be presented and approved by the *PBA*.
2. The *Borough* shall not create a *Work Schedule* that is not enumerated in or has been amended in accordance with ARTICLE 6 – WORK SCHEDULE CHANGES of the *Collective Negotiations Agreement* without first negotiating the economic impact with the *PBA*.
 - a. Changes in *Work Schedules* shall not be unreasonably denied by the *PBA*.
3. The *Borough* and *PBA* agree to negotiate pursuant to binding arbitration if the *PBA* believes that a change in *Work Schedule* creates an economic impact.

ARTICLE 7

WORK ASSIGNMENT CHANGES

A. All Employees

1. All *Reassignments* and *Temporary Assignments* must be approved by the *Chief Of Police* or his/her designee.
2. Employees will not be *Reassigned* unless they receive at least fourteen (14) calendar days' notice, except in the case of *Emergency*.
 - a. If an employee does not receive proper notice, he/she shall receive one (1) hour of *Compensatory Time* for each calendar day he/she did not receive the proper notice.
(1).Employees shall receive a minimum of four (4) hours of *Compensatory Time*.
3. Employees shall not be *Temporarily Assigned* unless they receive at least five (5) *Work Days*' notice, except in the case of *Emergency*.
 - a. If an employee does not receive proper notice, he/she shall receive one (1) hour of *Compensatory Time* for each calendar day he/she did not receive the proper notice.
(1).Employees shall receive a minimum of four (4) hours of *Compensatory Time*.
4. If an employee is *Reassigned* or *Temporarily Assigned*, and the new *Work Schedule* has a different set of days off, the *Reassignment* or *Temporary Assignment* shall not take effect until the employee has had a minimum of twenty-four (24) hours off between the end of the previously assigned shift and the new *Scheduled Start Time*.
5. If an employee is *Reassigned* or *Temporarily Assigned*, *Approved Time Off* will be honored.
 - a. Employees shall be entitled to a maximum of four (4) additional *Scheduled Shifts* of *Approved Paid Leave* per calendar year. Any *Approved Paid Leave* must be used on days immediately

prior to or after days that were previously scheduled as *Approved Time Off*. *Approved Paid Leave* may only be used on days that were scheduled days off on the previous *Work Schedule*.

6. If a *Reassignment* or *Temporary Assignment* comes at the request of an employee, that employee shall forfeit all entitlements under ARTICLE 7 – WORK ASSIGNMENT CHANGES - Section A.2., A.3., and A.5. of the *Collective Negotiations Agreement*.
7. Employees cannot decline a *Reassignment*.
8. The *Chief Of Police* or his/her designee may change the duties, position or assignment of any employee commensurate with the employee's rank, training and skills, at any time as long as that employee's *Work Schedule* is not changed.

B. Administrative Division

1. Employees assigned to the Administrative Division cannot decline a *Temporary Assignment*.

C. Detective Division

1. Employees assigned to the Detective Division cannot decline a *Temporary Assignment*.

D. Patrol Division

1. Employees assigned to the Patrol Division cannot decline a *Temporary Assignment*.

ARTICLE 8

ACTING SERGEANT PAY

A. All Employees

1. When a *Vacancy* exists for more than sixty (60) calendar days in the rank/position of Sergeant in any *Division* or *Platoon Within a Division*, the Corporal assigned to the *Division* or *Platoon Within a Division* shall be designated *Acting Sergeant*.
 - a. The Corporal designated shall receive the *Base Wage* of a Sergeant beginning at the start of the pay week following the sixtieth (60th) day.
 - b. The Corporal designated shall receive the *Base Wage* of a Sergeant until the end of the pay week in which the *Vacancy* is actually filled.
2. When a *Vacancy* exists for more than sixty (60) calendar days in the rank/position of Sergeant in any *Division* or *Platoon Within a Division*, and the *Division* or *Platoon Within a Division* does not have a Corporal assigned to it, the *Chief Of Police* or his/her designee shall designate an employee amongst those assigned to the particular *Division* or *Platoon Within a Division* to be *Acting Sergeant*.
 - a. The employee designated shall receive the *Base Wage* of a Sergeant beginning at the start of the pay week following the sixtieth (60th) day.
 - b. The employee designated shall receive the *Base Wage* of a Sergeant until the end of the pay week in which the *Vacancy* is actually filled.
 - c. The employee designated will not be arbitrarily removed from this assignment without appropriate reasons.

3. With the exception of the Detective Division, in the *Absence* of the Sergeant in any *Division* or *Platoon Within a Division*, and the *Division* or *Platoon Within a Division* does not have a Corporal assigned to it, the *Chief Of Police* or his/her designee shall designate an employee amongst those assigned to the particular *Division* or *Platoon Within a Division* to be *Acting Sergeant*.
 - a. The employee designated shall receive compensation equal to the difference between the current Patrolman's top rate *Weekly Wage* divided by forty (40) and the current Sergeant's *Weekly Wage* divided by forty (40) for each hour the Sergeant was absent.
 - b. The employee designated shall receive the compensation with their weekly pay.
 - c. The employee designated will not be arbitrarily removed from this assignment without appropriate reasons.
4. When the Sergeant assigned to be in charge of the Detective Division is *Absent* from work for more than three (3) consecutive *Work Days*, and there is no Corporal assigned to the Detective Division, the *Chief Of Police* or his/ her designee shall designate an employee amongst those assigned to the Detective Division to be *Acting Sergeant*.
 - a. The employee designated shall receive compensation equal to the difference between the current Patrolman's top rate *Weekly Wage* divided by forty (40) and the current Sergeant's *Weekly Wage* divided by forty (40) for each hour the Sergeant was *Absent* in excess of three (3) consecutive *Work Days* and until the Sergeant returns to work.
 - b. The employee designated shall receive the compensation with their weekly pay.
 - c. The employee designated will not be arbitrarily removed from this assignment without appropriate reasons.

- d. The employee designated shall receive *Acting Sergeant's Pay* only during shifts when there is another employee assigned to the Detective Division on duty to be supervised.

ARTICLE 9

ON CALL

A. Administrative Division

1. Captain

a. When a Captain is required to be *On Call* for a full *Work Week* he/she shall be compensated for three (3) hours at his/her *Compensatory Time Rate*.

b. If the *On Call* Captain is *Called In*, he/she shall be compensated for a minimum of six (6) hours at his/her *Compensatory Time Rate*.

(1.) If the time worked carries into or is a continuation of the Captain's *Regularly Scheduled Hours Of Duty* he/she shall be compensated based on actual time with no minimum.

2. Lieutenants

a. When a Lieutenant is required to be *On Call* for a full *Work Week* he/she shall be compensated for three (3) hours at his/her *Compensatory Time Rate*.

b. If the *On Call* Lieutenant is *Called In*, he/she shall be compensated for a minimum of six (6) hours at his/her *Compensatory Time Rate*.

(1.) If the time worked carries into or is a continuation of the Lieutenant's *Regularly Scheduled Hours Of Duty* he/she shall be compensated based on actual time with no minimum.

B. Detective Division

1. When a detective is required to be *On Call* for a full *Work Week* he/she shall be compensated for two (2) hours at his/her *Overtime Pay Rate* or *Compensatory Time Rate*.

2. If the *On Call* detective is *Called In*, he/she shall be compensated for a minimum of four (4) hours at his/her *Overtime Pay Rate* or *Compensatory Time Rate*.

- a. If the time worked carries into or is a continuation of the Detective's *Regularly Scheduled Hours Of Duty* he/she shall be compensated based on actual time with no minimum.

ARTICLE 10

VEHICLE USE

A. Detective Division

1. The detective scheduled to be *On Call* for the week shall be provided a *Borough* owned police vehicle at all times when he/she is required to be *On Call*, unless there are no vehicles available.
 - a. The detective scheduled to be *On Call* shall have unrestricted use of the vehicle within the State of New Jersey while *On Call*.

(1.) Requests to take the vehicle out of state must be approved in advance by the *Chief Of Police* or his/her designee.

ARTICLE 11

BOROUGH OVERTIME

A. All Employees

1. *Borough Overtime* must be approved by the *Chief Of Police* or his/her designee.
2. *Borough Overtime* shall be distributed as equally as possible within the discretion of the *Chief Of Police* or his/her designee.
3. All employees shall provide a telephone number so they can be contacted if a need for *Borough Overtime* exists.
4. Should the need for *Borough Overtime* exist, the following procedures shall be followed:
 - a. A notice about the *Borough Overtime Work Assignment* with all appropriate information about the work (which at a minimum shall include the date, time and scheduled hours) shall be posted for all employees.
 - b. Procedures shall be in place to allow employees to sign up for the *Borough Overtime Work Assignment*.
 - c. If insufficient employees sign up to work the *Borough Overtime Work Assignment* at least 48 hours prior to the *Scheduled Start Time*, each employee for that particular duty who has not signed up will be contacted at the telephone number they have provided for this purpose to ascertain if they wish to fill the *Borough Overtime Work Assignment*.
 - (1) Employees will be contacted in descending *Seniority Order*.
 - d. If a *Borough Overtime Work Assignment* has not been filled after all employees are contacted, then *Eligible Employees* can be ordered to work.
 - (1) *Eligible Employees* will be ordered to work in ascending *Seniority Order*.

(2) *Eligible Employees* ordered to work shall be compensated for a minimum of four (4) hours at their *Overtime Pay Rate* or their *Compensatory Time Rate*, except for *Court*.

5. Employees working a *Borough Overtime Work Assignment* that carries into the start of their *Scheduled Shift* or is a continuation of their *Scheduled Shift* shall be compensated for a minimum of one (1) hour at their *Overtime Pay Rate* or their *Compensatory Time Rate*, except for *Court*.
6. When a *Borough Overtime Work Assignment* is posted, the scheduled hours of the assignment is a guaranteed minimum regardless of the number of hours worked.
 - a. If a *Borough Overtime Work Assignment* is cancelled more than twelve (12) hours prior to the *Scheduled Start Time*, an employee shall not be entitled to any guaranteed minimum payment.
7. After working a *Borough Work Overtime Assignment*, an employee may choose, at their own discretion, to be compensated with *Compensatory Time* rather than *Overtime Pay*.
 - a. Captains and Lieutenants shall be compensated with *Compensatory Time* for all *Borough Overtime Work Assignments*.

ARTICLE 12

OUTSIDE VENDOR OVERTIME

A. All Employees

1. *Outside Vendor Overtime Work* must be approved by the *Chief Of Police* or his/her designee.
2. *Outside Vendor Overtime Work* shall be distributed as equally as possible within the discretion of the *Chief Of Police* or his/her designee.
3. All employees shall provide a telephone number so they can be contacted if a need for *Outside Vendor Overtime Work* exists.
4. Effective January 1, 2016, officers holding the rank of Lieutenant and above are not eligible to work outside vendor overtime unless it cannot be filled with lower ranks. If lower ranks cannot fill the position, it may be filled with Lieutenants and above at the Chief's discretion.
5. Should the need for *Outside Vendor Overtime Work* exist, the following procedures shall be followed:
 - a. A notice about the Outside Vendor Overtime Work Assignment will all appropriate information about the work (which at a minimum shall include the date, time, and scheduled hours) shall be posted for all employees.
 - b. Procedures shall be in place to allow employees to sign up for the Outside Vendor Overtime Work Assignment.
 - c. If insufficient employees sign up to work the outside Vendor Overtime Work Assignment at least 48 hours prior to the Scheduled Start Time, each employee for that particular duty who has not signed up will be contacted at the telephone number they have provided for this purpose to ascertain if they wish to fill the Outside Vendor Overtime Work Assignment.

(1.) Employees will be contacted in descending Seniority Order.

- d. If an Outside Vendor Overtime Work Assignment has not been filled after all employees are contacted, then Eligible Employees can be ordered to work.

(1.) Eligible Employees will be ordered to work in ascending Seniority Order.

(2.) Eligible Employees ordered to work shall be compensated for a minimum of four (4) hours at their Outside Vendor Overtime Pay Rate.

6. If an *Outside Vendor Overtime Work Assignment* is cancelled less than twenty-four (24) hours prior to the *Scheduled Start Time*, an employee shall be compensated for four (4) hours at their *Outside Vendor Overtime Pay Rate*.

- a. If the number of scheduled hours is less than four (4) hours, then the minimum compensation shall be based on the number of hours posted.

7. The *Outside Vendor Overtime Pay Rate* shall be calculated each calendar year on April 1st, and October 1st utilizing the following formula:

- a. The Overtime Pay Rate for a Sergeant's hourly rate plus 11.75% longevity.

- b. Round to the nearest \$5.00.

8. The *Outside Vendor Overtime Pay Rates* are as follows:

Effective April 1 st 2022	-	\$90.00 per hour
April 1 st 2023 through March 31 st 2025	-	\$95.00 per hour
April 1 st 2025	-	\$100.00 per hour

9. The *Outside Vendor Overtime Pay Rates* for First Night (December 31st) shall be \$95.00 per hour.

The parties may reopen this section to modify the First Night rate.

ARTICLE 13

ATTENDANCE AT COURT

A. All Employees

1. Any employee required by the *Court* or by subpoena to appear, shall be compensated according to the following:
 - a. Prior to or as a continuation of their *Regularly Scheduled Hours Of Duty* shall be compensated at their *Overtime Pay Rate* or their *Compensatory Time Rate* for the actual time he/she is required to be available to the next full hour.
 - b. Outside their *Regularly Scheduled Hours Of Duty* and the appearance is not prior to or not a continuation of their *Regularly Scheduled Hours Of Duty* shall be compensated at their *Overtime Pay Rate* or their *Compensatory Time Rate* for the entire time he/she is required to be available to the next full hour.

(1.) The employee shall be compensated for a minimum of two (2) hours.
2. Any employee required to appear in *Court* on behalf of themselves during their *Regularly Scheduled Hours Of Duty* shall be compensated at their *Hourly Pay Rate*.
3. Any employee required to appear in *Court* on behalf of another employee during their *Regularly Scheduled Hours Of Duty* shall be compensated at their *Hourly Pay Rate*.
4. Any employee required to appear in *Court* on behalf of another employee outside their *Regularly Scheduled Hours Of Duty* shall be compensated at one-half ($\frac{1}{2}$) of their *Hourly Pay Rate* or at one-half ($\frac{1}{2}$) of their *Hourly Compensatory Time Rate* for the entire time he/she is required to be available to the next full hour.
 - a. The employee shall be compensated for a minimum of two (2) hours.

5. Any employee required to appear in *Court* on behalf of the *PBA* during their *Regularly Scheduled Hours Of Duty* shall be compensated at their *Hourly Pay Rate*.
6. Any employee required to appear in *Court* on behalf of the *PBA* prior to or a continuation of their *Regularly Scheduled Hours Of Duty* shall be compensated at their *Overtime Pay Rate* or their *Compensatory Time Rate* for the actual time he/she is required to be available to the next full hour.
 - a. The employee shall be compensated for a minimum of one (1) hour.
7. Any employee required to appear in *Court* on behalf of the *PBA* outside their *Regularly Scheduled Hours Of Duty* and the appearance is not prior to or is not a continuation of their *Regularly Scheduled Hours Of Duty* shall be compensated at their *Overtime Pay Rate* or their *Compensatory Time Rate* for the entire time he/she is required to be available to the next full hour.
 - a. The employee shall be compensated for a minimum of two (2) hours.

B. Administrative Division

1. Employees assigned to the Administrative Division shall be compensated with *Compensatory Time* for all *Court* assignments.

ARTICLE 14

WAGES

A. All Employees

1. All employees shall be paid on a weekly basis for all hours worked during the previous *Work Week*.
2. The *Weekly Wages* for unit members are attached as Appendix A. Step 1 on the post 12/31/18 Guide set forth in Appendix A shall be removed effective January 1, 2023.

3. The attached *Weekly Wages*, though effective the first pay check in the month of April for the years 2022, 2023, 2024, 2025 and 2026, the amount of the retroactive pay due to each employee is paid in a lump sum the first Friday after the contract is signed.
4. All newly hired personnel will initially be paid the starting wage listed above. The exception is that personnel with at least two years' experience doing substantially the same work as that required by the *Borough* (as determined by the *Borough*) for other law enforcement organizations in the State of New Jersey or in the case of a police officer, an individual with two years' experience working in a position recognized by the State of New Jersey as a police position, may initially be paid at the Step 2 level.
5. All changes in rates due to step increases and *Longevity* as provided in the *Collective Negotiations Agreement* will be effective on the first day of the week in which the *Anniversary Date* falls.

ARTICLE 15

LONGEVITY

A. All Employees

1. *Longevity* shall be added to the employees' regular *Weekly Wage* to determine *Base Wage* for pension purposes.
2. *Longevity* shall be applied at the start of the pay week in which the *Anniversary Date* falls.
3. *Longevity* shall be applied utilizing the table below.

Employees hired prior to April 1st, 2015

<i>Years Of Service Completed</i>	<i>Percentage Longevity Payment</i>
5 Years	1.00%
10 Years	2.50%
15 Years	5.00%
20 Years	7.75%
24 Years	11.75%

Employees hired on or after April 1st, 2015

<i>Years Of Service Completed</i>	<i>Percentage Longevity Payment</i>
5 Years	1.0%
10 Years	2.5%
15 Years	3.5%
20 Years	4.5%
24 Years	5.5%

- a. Percentages used are only for the purpose of arriving at a dollar figure for individual *Base Wages*. The *Longevity* figure that the employee will receive in the current contract year is the final dollar figure reached by using *Years Of Service* completed, individual current *Weekly*

Wages, and applicable percentage. The *Weekly Wage* to which the percentage is applied is subject to negotiation in future years.

4. Employees hired on or after January 1, 2023 shall not be eligible for Longevity.

ARTICLE 16

LEGAL DEFENSE

A. All Employees

1. Employees who are entitled to *Borough* paid legal defense under New Jersey Statutes for actions taken as police officers, may choose their own legal counsel from a list provided by the New Jersey State Policemen's Benevolent Association.
2. The *Borough* will pay such legal counsel a maximum hourly rate as set annually by the Camden County Joint Insurance Fund.
 - a. The hourly rate shall be no less than one hundred dollars (\$100.00) per hour. Effective January 1, 2023, the hourly rate shall be increased to \$150.00.
3. The legal bill shall be subject to a review by the *Borough* Solicitor as to the reasonableness of the hours billed.

ARTICLE 17

EDUCATION

A. All Employees

1. Employees shall be reimbursed for college tuition, books, and supplies for courses taken at a New Jersey based public college, subject to the following conditions:
 - a. Effective January 1, 2015, employees shall only be reimbursed for up to a maximum of sixty four (64) college credits that apply towards an associate's degree or bachelor's degree.
 - b. All credits must be earned while employed by the *Borough*.
 - c. All credits must be part of a police science or law and justice curriculum.
 - d. Employees must notify the Borough Administrator in writing by December 31st, of their intent to enroll in courses for the next calendar year in order to be eligible for reimbursement.

(1.) Employees shall provide an estimate of the number of credits and anticipated costs for the courses.
 - e. Reimbursement shall occur after the employee provides the *Borough* with proof of *Successful Completion* of the course and proof of purchase.
2. Employees shall be reimbursed for books, supplies, and one-half (½) of the tuition cost of relevant computer science and computer training courses taken outside of work hours, and not part of any police science or law and justice curriculum.
 - a. Courses must be approved in advance by the *Borough Administrator* and based on the recommendation of the *Chief Of Police* or his/her designee, subject to the following:

- b.** Reimbursement shall occur after the employee provides the *Borough* with proof of *Successful Completion* of the course and proof of purchase.
- 3.** Employees shall be reimbursed for books, supplies, and one-half (½) of the tuition cost of relevant business administration or management courses taken outside of work hours, and not part of any police science or law and justice curriculum, subject to the following:
 - a.** Courses must be approved in advance by the *Borough Administrator* and based on the recommendation of the *Chief Of Police* or his/her designee.
 - b.** Reimbursement shall occur after the employee provides the *Borough* with proof of *Successful Completion* of the course and proof of purchase.

ARTICLE 18

TRAINING

A. All Employees

1. Employees required to attend *Training* during their *Regularly Scheduled Hours Of Duty* shall report to the Haddonfield Police Department before and after *Training*.
 - a. An employee shall not be required to report to the Haddonfield Police Department before and after *Training*, if the *Chief Of Police* or his/her designee determines that attendance is not necessary due to any of the following:
 - Location of the *Training*
 - Distance to and from the *Training Site*
 - Time schedule of the *Training*
2. *Training* outside employee's *Regularly Scheduled Hours Of Duty* shall be treated as *Borough Overtime*.
 - a. An employee shall not be required to report to the Haddonfield Police Department before or after *Training* if it occurs outside the employee's *Regularly Scheduled Hours Of Duty*.
3. Employees must provide verification of their attendance at *Training*.
4. Employees must provide a written or verbal report on the *Training* they received if requested by a *Superior Officer*.
5. The *Chief Of Police* or his/her designee may approve time off from work in order to ensure employees do not work more hours in a twenty-four (24) hour period than allowable under current state or federal labor law or if an employee is required to travel a considerable distance to and from the *Training Site*.

ARTICLE 19

UNIFORMS

A. All Employees

1. When an employee is hired, the *Borough* will provide an *Initial Issue* of new uniform items as follows:

One (1) Class A long-sleeve uniform shirt	One (1) Bullet resistant vest
One (1) Class A short-sleeve uniform shirt	One (1) Breast badge
One (1) Class A uniform trouser	One (1) Hat badge
One (1) Clip-on uniform ties	One (1) Set of collar pins ("HP" & "NJ")
One (1) Blouse coat w/Sam brown & keepers	One (1) Name Plate
One (1) Class A uniform hat	One (1) American flag pin
Three (3) Class B long-sleeve uniform shirts	One (1) Police ID
Three (3) Class B short-sleeve uniform shirts	One (1) Basket weave gun belt
Three (3) Class B uniform trousers	One (1) Under belt
One (1) Class B baseball cap	One (1) Basket weave handcuff case
One (1) Pair of duty boots	
One (1) Pair of dress shoes/chukka boots	One (1) Firearm holster
One (1) Light weight jacket	One (1) Rail mount gun flashlight
One (1) Winter jacket	One (1) Basket weave radio holster
Two (2) Mock turtle neck w/"HPD" embroidered	One (1) Basket weave magazine pouch
One (1) Hi-Vis traffic shirt	One (1) Basket weave chemical agent holder
One (1) Hi-Vis safety vest	One (1) Basket weave glove pouch
One (1) Reversible rain coat	Four (4) Basket weave belt keepers
One (1) Rain cap for Class A hat	One (1) Asp w/Asp holder

2. If the *Borough* changes any uniform item that makes any previously purchased uniform item unauthorized for wear, then the *Borough* shall equip all employees with a new authorized uniform item.
 - a. The quantity of new authorized items the *Borough* shall supply to each employee shall be equal to the amount provided to new employees at *Initial Issue*.

3. If the *Borough* changes the winter coat (leather jacket) issued prior to January 1st, 2000 to another style winter coat, it will either provide every employee with the new style winter coat, or continue to permit the leather jacket as an acceptable uniform.
 - a. If an employee's leather jacket becomes unserviceable he/she will purchase the current issue winter coat.
4. The *Borough* shall provide employees with *Uniform Reimbursement*, at its discretion, for uniform items damaged in the course of duty.
 - a. Employees shall be required to provide documentation and show good cause for *Uniform Reimbursement*.
 - (1.) *Uniform Reimbursement* shall be provided after an employee provides the *Borough* with proof of purchase.
5. Employees clearly agree to adhere to appropriate standards of cleanliness and maintenance as set forth by the *Chief Of Police* or his/her designee.
6. Employees clearly understand that they must personally expend sums of money necessary to maintain the required appearance through acquisition and maintenance of *Initial Issue* uniform items even if their annual cost is greater than the annual expense payment by the *Borough*.
7. All uniform items acquired by employees shall meet the specifications set forth by the *Chief Of Police* or his/her designee.
 - a. The *Borough* will endeavor to arrange for group purchases of acceptable uniform items to maintain uniformity whenever possible.

B. Probationary Police Officer

1. The *Borough* shall supply new clothing and equipment for initial police academy training.

ARTICLE 20

VACATIONS

A. All Employees

1. For employees assigned to work a forty (40) hour *Work Week*, one (1) week of *Vacation* is equivalent to five (5), eight (8) hour *Work Days*.
2. For employees assigned to work a forty-two (42) hour *Work Week*, one (1) week of *Vacation* is equivalent to four (4), ten and one-half (10 ½) hour *Work Days* or four (4), twelve (12) hour *Work Days*.
3. After completion of six (6) months of service and up to one (1) *Year Of Service*, an employee shall receive one (1) week of *Vacation* annually.
4. After completion of one (1) *Year Of Service* and up to seven (7) *Years Of Service*, an employee shall receive two (2) weeks of *Vacation* annually.
 - a. The *Vacation* granted after one (1) *Year Of Service* shall be considered the *Vacation* for the calendar year in which such service is completed.
 - b. When the first *Year Of Service* is completed after November 30th, the *Vacation* may be granted at any time during December.
5. After completion of seven (7) *Years Of Service* and up to thirteen (13) *Years Of Service*, an employee shall receive three (3) weeks of *Vacation* annually.
6. After completion of thirteen (13) *Years Of Service*, an employee shall receive four (4) weeks of *Vacation* annually.
 - a. Any employee who is eligible for four (4) weeks of *Vacation* annually may, at his/her sole option, choose to convert one (1) week of *Vacation* into one (1) week of regular pay annually.

(1.) Employees must provide a written request to the *Chief Of Police* or his/her designee by May 15th of that year.

(2.) Payment of converted *Vacation* time will be included in the first payroll in June.

7. *Vacations* must be taken in one (1) week increments unless approved by the *Borough Administrator*.

a. Only one (1) week of *Vacation* may be taken in single days annually if approved by the *Borough Administrator*.

(1.) Employees must provide a written request to the *Borough Administrator* in order to convert one (1) week of *Vacation* into single days.

(a.) The *Borough Administrator* shall approve or deny all requests in writing.

8. *Vacations* may be taken in conjunction with days off and *Holidays*.

9. *Vacations* cannot be accumulated beyond the current calendar year unless approved by the *Borough Administrator*.

a. Employees must provide a written request to the *Borough Administrator* in order to schedule *Vacation* beyond the current calendar year.

b. The *Borough Administrator* shall approve or deny all requests in writing.

ARTICLE 21

HOLIDAYS

A. All Employees

1. After one (1) year of employment, all employees shall be entitled to one (1) *Birthday Holiday*.

B. Administrative Division

1. Employees assigned to the Administrative Division shall receive eight (8) hours of *Holiday Time Off* to be used at his/her discretion.

- a. Employees assigned to the Administrative Division shall receive the following *Holidays* off as *Holiday Time Off*.

New Year's Day Labor Day

Memorial Day Thanksgiving Day

Independence Day Christmas Day

(1.) If one of the *Holidays* occurs on a Saturday, the employee shall be given off on the Friday immediately preceding the *Holiday*.

(2.) If one of the *Holidays* occurs on a Sunday, the employee shall be given off on the Monday immediately following the *Holiday*.

C. Detective Division

1. Employees assigned to the Detective Division shall receive fifty-six (56) hours of *Holiday Time Off* to be used at his/her discretion.
2. Employees assigned to the Detective Division may choose to convert up to sixteen (16) hours of *Holiday Time Off* into additional pay at their *Hourly Pay Rate*.

- a. Employees must notify the *Chief Of Police* or his/her designee in writing by the last day in September each calendar year.
- b. Payment for converted *Holiday Time Off* shall be included in the payroll for the first week in December.

D. Patrol Division

- 1. Employees assigned to the Patrol Division shall receive fifty-six (56) hours of *Holiday Time Off* to be used at his/her discretion.
- 2. Employees assigned to the Patrol Division may choose to convert up to sixteen (16) hours of *Holiday Time Off* into additional pay at their *Hourly Pay Rate*.
 - a. Employees must notify the *Chief Of Police* or his/her designee in writing by the last day in September each calendar year.
 - b. Payment for converted *Holiday Time Off* shall be included in the payroll for the first week in December.

ARTICLE 22

KELLY TIME

A. All Employees

1. *Kelly Time* is accrued at a rate of two (2) hours per full calendar week of *Active Employment* for all employees assigned to work an average forty-two (42) hour *Work Week*, to a maximum of one hundred and four (104) hours per calendar year.

ARTICLE 23

COMPENSATORY TIME

A. All Employees

1. *Compensatory Time Off* must be taken within twelve (12) months following the day it was accrued.
 - a. All *Compensatory Time Off* taken by an employee shall be charged against the oldest time earned.
 - b. Employees who do not use accumulated *Compensatory Time* within twelve (12) months of the date it was accrued, may be forced to utilize the time.
 - (1.) The *Borough Administrator* may approve accumulating *Compensatory Time* beyond the twelve (12) month limit.
 - (a.) Requests for this exception must be made to the *Borough Administrator* in writing.
2. Effective January 1, 2016, employees will not be permitted to accumulate more than one hundred eight (108) hours of *Compensatory Time*.

B. Administrative Division

1. Effective January 1, 2016, employees assigned to the Administrative Division shall be entitled to sell back up to fifty four (54) hours of accumulated *Compensatory Time* per calendar year.
 - a. The number of hours that can be converted to pay shall be pro-rated based on the number of months or parts of months the employee was assigned to the Administrative Division.
 - b. Requests for up to twenty-seven (27) hours must be made in writing to the *Borough Administrator* by June fifteenth (15th) for payment to be made in the first (1st) pay in July.

(1.)The *Chief Of Police* or his/her designee shall verify the hours of *Compensatory Time* accumulated.

- c. Requests for up to twenty-seven (27) hours must be made in writing to the *Borough Administrator* by November fifteenth (15th) for payment to be made in the first (1st) pay in December.

(1.)The *Chief Of Police* or his/her designee shall verify the hours of *Compensatory Time* accumulated.

C. Detective Division

- 1. Employees assigned to the Detective Division shall be entitled to sell back up to one hundred and sixty-five (165) hours of accumulated *Compensatory Time* per calendar year.

- a. The number of hours that can be converted to pay shall be pro-rated based on the number of months or parts of months the employee was assigned to the Detective Division.
- b. Requests for up to eighty-two and one-half (82.5) hours must be made in writing to the *Borough Administrator* by June fifteenth (15th) for payment to be made in the first (1st) pay in July.

(1.)The *Chief Of Police* or his/her designee shall verify the hours of *Compensatory Time* accumulated.

- c. Requests for up to eighty-two and one-half (82.5) hours must be made in writing to the *Borough Administrator* by November fifteenth (15th) for payment to be made in the first (1st) pay in December.

(1.) The *Chief Of Police* or his/her designee shall verify the hours of *Compensatory Time* accumulated.

ARTICLE 24

SCHEDULING AND UTILIZING TIME OFF

A. All Employees

1. Annually on January 1st, all *Time Off* is provided for employees to schedule and utilize at their discretion, subject to the provisions under ARTICLE 24 – SCHEDULING AND UTILIZING TIME OFF of the *Collective Negotiations Agreement*.
2. *Time Off* requests shall be approved based upon the ranking order of the type of *Time Off* requested (as listed below) and *Time Off Seniority*.
 - a. Each type of *Time Off* may have cut off dates by which requests for *Time Off* must be submitted.
3. *Time Off* requests shall be submitted in writing to the *Chief Of Police* or his/her designee.
4. *Time Off* requests shall be approved or denied in writing by the *Chief Of Police* or his/her designee.
 - a. *Time Off* requests that are denied shall state the reason for denial.
5. The Chief of Police or his/her designee may deny or revoke approved time off that has been submitted within 72 hours of use in the interest of public safety.
6. *Time Off* that has been approved prior to the cut off dates may be revoked if a request for any of the same dates is also received prior to the cut off date by another employee with either *Time Off Seniority* or for a higher ranking order of the type of *Time Off* requested.
7. All *Time Off* requests approved prior to a *Reassignment* or *Temporary Assignment* shall be honored
8. Military ADT Leave
 - a. *Military ADT Leave* requests supersede *PBA Convention Leave* requests, *Vacation* requests, *Birthday Holiday* requests, *Holiday Time Off* requests, *Kelly Time Off* requests, and

Compensatory Time Off requests when submitted prior to either the April 1st or June 1st cut off dates respectively.

9. PBA Convention Leave

- a. *PBA Convention Leave* requests supersede *Vacation* requests, *Birthday Holiday* requests, *Holiday Time Off* requests, *Kelly Time Off* requests, and *Compensatory Time Off* requests when submitted prior to either the April 1st or June 1st cut off dates respectively.

10. Vacations

- a. *Vacation* requests supersede *Birthday Holiday* requests, *Holiday Time Off* requests, *Kelly Time Off* requests, and *Compensatory Time Off* requests when submitted prior to either the April 1st or June 1st cut off dates respectively.
- b. *Vacation* that has been converted into single days off does not supersede any other *Time Off* and will be approved on a first come, first serve basis.
- c. Requests for at least the first two (2) weeks of an employee's *Vacation* shall be submitted in writing by April 1st of the calendar year.
 - (1.) *Time Off Seniority* shall be used to determine what days are approved.
 - (2.) Any employee that does not submit his/her request by April 1st will not have *Time Off Seniority* rights for the first two (2) weeks of *Vacation*.
- d. Requests for the balance of an employee's *Vacation* (after the first two (2) weeks) shall be submitted in writing by June 1st of the calendar year.
 - (1.) *Time Off Seniority* shall be used to determine what days are approved.

(2.) Any employee that does not submit his/her request by June 1st will not have *Time Off Seniority* rights for the balance of his/her *Vacation*.

11. Holiday Time Off & Birthday Holiday

- a. *Holiday Time Off* requests and *Birthday Holiday* requests supersede *Kelly Time Off* requests, and *Compensatory Time Off* requests when submitted prior to the April 1st.
- b. *Holiday Time Off* requests and *Birthday Holiday* requests will be approved based on *Time Off Seniority* for up to seven (7) full *Scheduled Shifts* if the request is made by April 1st of each calendar year.

(1.) *Holiday Time Off* requests and *Birthday Holiday* requests made after April 1st of each calendar year, do not supersede any other *Time Off* and will be approved on a first come, first serve basis.

- c. Employees shall be permitted to take *Holiday Time Off* in four (4) or more hour blocks of time, up to a full *Scheduled Shift*.

(1.) Employees requesting *Holiday Time Off* for less than a full *Scheduled Shift* may only do so two (2) weeks or less in advance of the requested *Time Off*.

(2.) Employees requesting and receiving *Holiday Time Off* for a full *Scheduled Shift* in advance of an employee requesting *Holiday Time Off* for less than the full *Scheduled Shift* shall have priority regardless of *Time Off Seniority*.

- d. Employees with less than four (4) hours of *Holiday Time Off* shall be required to utilize the remaining balance all at once and may not divide the remaining time into smaller increments.

12. Kelly Time Off

- a. *Kelly Time Off* requests supersede *Compensatory Time Off* requests when submitted prior to April 1st of the calendar year.
- b. *Kelly Time Off* requests made after April 1st of each calendar year, do not supersede any other *Time Off* and will be approved on a first come, first serve basis.
- c. Employees shall be permitted to take *Kelly Time Off* in four (4) or more hour blocks of time, up to a full *Scheduled Shift*.
 - (1.) Employees requesting *Kelly Time Off* for less than a full *Scheduled Shift* may only do so two (2) weeks or less in advance of the requested *Time Off*.
 - (2.) Employees requesting and receiving *Kelly Time Off* for a full *Scheduled Shift* in advance of an employee requesting *Kelly Time Off* for less than the full *Scheduled Shift* shall have priority regardless of *Time Off Seniority*.
- d. Employees with less than four (4) hours of *Kelly Time Off* shall be required to utilize the remaining balance all at once and may not divide the remaining time into smaller increments.

13. Compensatory Time Off

- a. *Compensatory Time Off* requests do not supersede any other *Time Off* requests and will be approved on a first come, first serve basis.
- b. Employees shall be permitted to take *Compensatory Time Off* in one (1) or more hour blocks of time.

B. Administrative Division

- 1. Employees assigned to the Administrative Division may be permitted to utilize *Time Off* on the same *Work Day*.

C. Detective Division

1. Employees assigned to the Detective Division may be permitted to utilize *Time Off* on the same *Work Day*.

D. Patrol Division

1. One (1) employee from each *Platoon* shall be permitted to utilize *Time Off* on Monday through Friday during *Day Work*.
2. Two (2) employees from each *Platoon* shall be permitted to utilize *Time Off* on Saturday and Sunday during *Day Work* and at all times during *Night Work*.

ARTICLE 25

SICK LEAVE

A. All Employees

1. *Sick Leave* Accrual

- a. Employees shall be entitled to *Sick Leave* in the amount of one hundred forty four (144) hours per calendar year. All *Sick Leave* for the calendar year shall be credited to employees annually on January 1st.
- b. For the initial month of employment, new employees shall accrue *Sick Leave* in the following manner:

Calendar Date of Hire	Hours Credited
1 st – 8th	12
9 th – 23 rd	6
24 th – End of Month	0

- (1.) New employees shall be credited with twelve (12) hours for each remaining month in the calendar year.
- c. Although employees are credited with *Sick Leave* at the beginning of the calendar year, *Sick Leave* is accrued at a rate of twelve (12) hours per month. In the event an employee separates from the Borough prior to earning all of the *Sick Leave* taken, then the Borough shall be reimbursed for such time.
 - d. Employees shall be permitted to accrue unused sick leave from year-to-year without limit.

- e. Any employee who exhausts all accumulated *Sick Leave* shall not be credited with any additional *Sick Leave* until January 1st of the following year. No employee shall be permitted to carry a negative balance of *Sick Leave*.
- f. Employees who have exhausted all accumulated *Sick Leave* may request to utilize *Compensatory Time, Holiday Time Off, Kelly Time, or Vacation* to extend their *Sick Leave*.
 - (1.) Requests shall be made in writing to the *Chief of Police* or his/her designee.
 - (a.) The *Chief of Police* or his/her designee shall approve or deny all requests in writing.
- g. Unless prohibited by law, statute, or regulation, *Sick Leave* shall not accrue during any unpaid absence.
- h. If an employee gets sick during *Approved Time Off*, they cannot count the time they were ill as *Sick Leave*.

2. *Sick Leave Use*

- a. Employees requesting the use of their *Sick Leave* shall notify the on-duty supervisor prior to their *Scheduled Start Time*. Employees shall make every effort to notify the on-duty supervisor as early as possible prior to their *Scheduled Start Time*. The employee requesting the use of *Sick Leave* shall verbally make notification to the on-duty supervisor unless they are unable to do so because of incapacitation. Only in extreme cases shall an employee be permitted to utilize an alternate form of notification.
 - (1.) If an employee does not report in a manner consistent with the above provision, use of *Sick Leave* shall be denied. The *Chief of Police* shall make all determinations regarding reporting requirements.

(a.) If the *Chief of Police* determines an employee's *Sick Leave* is unapproved, the employee may contest the decision through the *Grievance* procedure.

(2.) An employee shall be allowed to use his/her sick leave for the reasons set forth in the New Jersey Earned Sick Leave Law, NJSA 34:11d-1, et seq.

B. Administrative Division

1. Sick Leave Sell-Back

a. All eligible employees shall be permitted to convert up to fifty six (56) hours of accumulated *Sick Leave* to pay on a yearly basis. Payment shall be made at an employee's *Hourly Pay Rate* for each eligible hour of accumulated *Sick Leave* converted.

(1.) An eligible employee must have a minimum balance of nine hundred sixty (960) hours of accumulated *Sick Leave* as of midnight on October 31st.

(2.) An employee must be on *Active Employment* on October 31st to be eligible for *Sick Leave Sell-Back*.

b. Any *Sick Leave* utilized by an employee during the year will be deducted from the fifty six (56) hours of accumulated *Sick Leave* that is permitted to be converted to pay for that year. Any remaining *Sick Leave* hours shall be carried into the following *Sick Leave Sell-Back* year.

c. All employees requesting *Sick Leave Sell-Back* must provide a written request to the *Chief of Police* or his/her designee by November 10th, but not prior to October 31st of the same calendar year.

(1.) Requests not submitted by November 10th may be denied by the *Chief of Police*.

(2.) All requests shall specify the exact number of hours the employee is converting to pay.

- d. Payment for accumulated *Sick Leave* shall be paid on or before December 1st of the same calendar year.
- e. There shall be no sell-back of any additional accumulated *Sick Leave* upon retirement or separation from employment with the *Borough*. No pro-rated share of *Sick Leave Sell-Back* will be paid to any employee for a partial year of employment. The only period of time an employee can convert accumulated *Sick Leave* to pay is between October 31st and November 10th of the same calendar year.

C. Detective Division

1. *Sick Leave Sell-Back*

- a. All eligible employees shall be permitted to convert up to seventy three and one half (73.5) hours of accumulated *Sick Leave* to pay on a yearly basis. Payment shall be made at an employee's *Hourly Pay Rate* for each eligible hour of accumulated *Sick Leave* converted.
 - (1.) An eligible employee must have a minimum balance of nine hundred sixty (960) hours of accumulated *Sick Leave* as of midnight on October 31st.
 - (2.) An employee must be on *Active Employment* on October 31st to be eligible for *Sick Leave Sell-Back*.
- b. Any *Sick Leave* utilized by an employee during the year will be deducted from the seventy three and one half (73.5) hours of accumulated *Sick Leave* that is permitted to be converted to pay for that year. Any remaining *Sick Leave* hours shall be carried into the following *Sick Leave Sell-Back* year.

- c. All employees requesting *Sick Leave Sell-Back* must provide a written request to the *Chief of Police* or his/her designee by November 10th, but not prior to October 31st of the same calendar year.
 - (1.) Requests not submitted by November 10th may be denied by the *Chief of Police*.
 - (2.) All requests shall specify the exact number of hours the employee is converting to pay.
- d. Payment for accumulated *Sick Leave* shall be paid on or before December 1st of the same calendar year.
- e. There shall be no sell-back of any additional accumulated *Sick Leave* upon retirement or separation from employment with the *Borough*. No pro-rated share of *Sick Leave Sell-Back* will be paid to any employee for a partial year of employment. The only period of time an employee can convert accumulated *Sick Leave* to pay is between October 31st and November 10th of the same calendar year.

D. Patrol Division

1. *Sick Leave Sell-Back*

- a. All eligible employees shall be permitted to convert up to eighty four (84) hours of accumulated *Sick Leave* to pay on a yearly basis. Payment shall be made at an employee's *Hourly Pay Rate* for each eligible hour of accumulated *Sick Leave* converted.
 - (1.) An eligible employee must have a minimum balance of nine hundred sixty (960) hours of accumulated *Sick Leave* as of midnight on October 31st.
 - (2.) An employee must be on *Active Employment* on October 31st to be eligible for *Sick Leave Sell-Back*.

- b. Any *Sick Leave* utilized by an employee during the year will be deducted from the eighty four (84) hours of accumulated *Sick Leave* that is permitted to be converted to pay for that year. Any remaining *Sick Leave* hours shall be carried into the following *Sick Leave Sell-Back* year.
- c. All employees requesting *Sick Leave Sell-Back* must provide a written request to the *Chief of Police* or his/her designee by November 10th, but not prior to October 31st of the same calendar year.
 - (1.) Requests not submitted by November 10th may be denied by the *Chief of Police*.
 - (2.) All requests shall specify the exact number of hours the employee is converting to pay.
- d. Payment for accumulated *Sick Leave* shall be paid on or before December 1st of the same calendar year.
- e. There shall be no sell-back of any additional accumulated *Sick Leave* upon retirement or separation from employment with the *Borough*. No pro-rated share of *Sick Leave Sell-Back* will be paid to any employee for a partial year of employment. The only period of time an employee can convert accumulated *Sick Leave* to pay is between October 31st and November 10th of the same calendar year.

ARTICLE 26

LONG TERM DISABILITY

A. All Employees

1. Employees shall be entitled to *Long Term Disability Leave* after all their *Sick Leave Allowance* has been exhausted.
 - a. To qualify for *Long Term Disability Leave*, an employee must provide acceptable medical proof of a *Long Term Medical Disability*.
2. The first seven (7) calendar days of *Long Term Disability Leave* are a waiting period, and the employee shall not receive any payment.
 - a. No waiting period is required if the *Long Term Medical Disability Leave* is a continuation of an absence that was previously covered by *Sick Leave* and which covers a total period of seven (7) calendar days or more.
 - b. If an employee is eligible by virtue of a medically mandated absence for seven (7) calendar days or more, the employee shall be paid retroactively to the start of the *Long Term Disability Leave*.
3. *Long Term Disability Leave* shall be counted in work hours absent, based on *Years Of Service* and type of *Work Schedule* as follows:

<i>Years Of Service</i>	<i>40 Hour Work Week</i>		<i>42 Hour Work Week</i>	
	<i>Hours at Full Pay</i>	<i>Hours at Half Pay</i>	<i>Hours at Full Pay</i>	<i>Hours at Half Pay</i>
Under 3 Years	0	0	0	0
3 Years – 4 Years	360	360	378	378
4 Years – 5 Years	320	320	336	336

5 Years – 6 Years	280	280	294	294
6 Years – 7 Years	240	240	252	252
7 Years – 8 Years	200	200	210	210
8 Years – 9 Years	160	160	168	168
9 Years – 10 Years	120	120	126	126
10 Years – 11 Years	80	80	84	84
11 Years – 12 Years	40	40	42	42
12 Years – 13 Years	0	0	0	0
13 Years – 14 Years	40	40	42	42
14 Years – 15 Years	80	80	84	84
15 Years – 16 Years	120	120	126	126
16 Years – 17 Years	160	160	168	168
17 Years – 18 Years	200	200	210	210
18 Years – 19 Years	240	240	252	252
19 Years – 20 Years	280	280	294	294
20 Years – 21 Years	320	320	336	336
21 Years – 22 Years	360	360	378	378
22 Years – 23 Years	400	400	420	420
23 Years – 24 Years	440	440	462	462
24 Years – 25 Years	480	480	504	504
25 Years – 26 Years	520	520	546	546
26 Years – 27 Years	560	560	588	588
27 Years – 28 Years	600	600	630	630
28 Years – 29 Years	640	640	672	672
29 Years or more	680	680	714	714

- a. *Long Term Disability Leave Allowance* is established on the first day the *Long Term Disability Leave* is utilized, and is based on the *Years Of Service* an employee has completed on that day.
- b. All *Long Term Disability Leave* absences are charged against the employee's allowance until the employee qualifies for a new allowance.
 - (1.) Employees can establish a new *Long Term Disability Leave Allowance* by completing twenty (26) weeks of continuous *Active Employment*.
 - (2.) After an employee has qualified for a new allowance, it is again based upon the *Years Of Service* that has been completed on the first day of the next allowance.

4. Employees shall be paid their *Base Wage* until they have used up all of their *Long Term Disability Leave-Full Pay Allowance*.
- a. After an employee has exhausted his/her *Long Term Disability Leave-Full Pay Allowance*, an employee shall be paid at *Half Pay* until their *Long Term Disability Leave-Half Pay Allowance* is exhausted or they qualify for one of the following:
- (1.) Accruing any *Sick Leave*.
- b. Employees may apply any of the following time concurrently with *Long Term Disability-Half Pay Allowance* to receive full compensation:
- Birthday Holiday* *Kelly Time Off*
- Compensatory Time Off* *Vacation*
Holiday Time Off
- c. Employees electing to apply *Holiday Time Off* or *Vacation* with *Long Term Disability Leave-Half Pay Allowance* must request so in writing to the *Chief Of Police* or his/her designee for approval by the *Borough Administrator*.
5. Employees may utilize any of the following time after they have exhausted all of their paid *Long Term Disability Leave*:
- Birthday Holiday* *Kelly Time Off*
- Compensatory Time Off* *Vacation*
Holiday Time Off
- a. At the discretion of the employee, the time may be utilized at *Full Pay* or *Half Pay*.
- b. Employees electing to utilize *Holiday Time Off* or *Vacation* must request so in writing to the *Chief Of Police* or his/her designee for approval by the *Borough Administrator*.

ARTICLE 27

SICK LEAVE VERIFICATION

A. All Employees

1. Verification of confinement.

- a. When an employee calls out of work on *Sick Leave* for a non-work related illness or injury, the employee shall notify the *Borough* of his/her place of confinement and provide a telephone number where they can be reached.

(1.)The employee's place of confinement shall be their principal residence unless a viable reason is provided for an alternate place of confinement and is approved by the *Chief Of Police* or his/her designee.
- b. The *Borough* shall be permitted to make a *Verification Telephone Call* to any employee on *Sick Leave* during their *Regularly Scheduled Hours Of Duty*.
- c. The *Borough* shall not make a *Verification Telephone Call* to any employee on *Sick Leave* outside of their *Regularly Scheduled Hours Of Duty*.
- d. All employees shall be required to have an answering machine or voicemail (at the employee's expense) so the *Borough* may call and request a return call.
- e. If an employee on *Sick Leave* was unable to accept the *Verification Telephone Call*, he/she must return that call within three (3) hours.

(1.)If the employee does not return the call within three (3) hours, the employee then shall be subject to another *Verification Telephone Call*.
- f. The *Borough* shall not make more than one (1) *Verification Telephone Call* to any employee on *Sick Leave*, unless the employee's confinement could not be confirmed.

- g. The *Borough* shall be permitted to visit or make additional *Verification Telephone Calls* to an employee's place of confinement if one of the following conditions exists:

An employee has not returned the *Borough's Verification Telephone Call* within the allotted time.

The *Borough* has an articulated suspicion that the employee is abusing *Sick Leave*.

- h. If the *Borough* cannot confirm an employee's confinement during a visit to the place of confinement, they shall be permitted to make additional visits.
- i. The *Borough* may determine an employee's *Sick Leave* is unapproved, and no payment shall be made, if any of the following conditions exist:

An employee does not provide the *Borough* with their place of confinement.

An employee does not provide the *Borough* with a valid telephone number.

The *Borough* is unable to verify an employee is at their place of confinement.

- j. If the *Borough* determines an employee's *Sick Leave* is unapproved, the employee may contest the decision through the *Grievance* procedure.

2. Verification of illness or injury.

- a. The *Borough* may require/direct an employee to be examined by a licensed physician of the *Borough's* choice if they have a reasonable belief that an employee is abusing *Sick Leave*.

(1.) The *Borough* shall be responsible for any cost or expense associated with the examination.

- b. If the *Borough's* designated physician indicates that the employee is able to return to work, but the employee's physician states that he/she is not able to return to work, then the employee will return to work and the matter shall be submitted to a third physician mutually selected by both parties.

- (1.) The decision of the third physician shall be binding upon both parties.
- (2.) The cost of the third physician shall be split between both parties.
- c. Any employee on *Sick Leave* for all or part of any three (3) consecutive *Scheduled Shifts* must submit a doctor's certification verifying their physical inability to work and stating the medical reason.
 - (1.) Doctor's certifications must be submitted on the day the employee returns to work.
 - (2.) Doctor's certifications must be submitted to the *Chief Of Police* or his/her designee.
- d. Any employee on *Sick Leave* for at least forty (40) *Regularly Scheduled Hours Of Duty* or seven (7) calendar days from the date of the initial absence (whichever comes first), must submit a doctor's certification to the *Chief Of Police* or his/her designee.
 - (1.) Doctor's certifications must be provided to the *Chief Of Police* or his/her designee within seven (7) calendar days from the date of the initial absence.
 - (2.) Doctor's certifications must describe the medical reason for the absence, a prognosis indicating when the doctor believes the employee can return to full duty, and the date of the next medical examination if necessary.
 - (3.) Doctor's certifications shall be provided to the *Chief Of Police* or his/her designee at frequencies determined by the *Chief Of Police* or his/her designee but not more frequently than any of the following:
 - Weekly.
 - Date of the next examination.
 - Date stated by the doctor in the medical certification.

- e. Any employee on *Sick Leave* for at least forty (40) *Regularly Scheduled Hours Of Duty* must submit a doctor's certification to the *Chief Of Police* or his/her designee that authorizes the employee to return to full duty with no restrictions.
- f. Employees shall not be permitted to work with any type of *Medical Restriction* unless approved by the *Chief Of Police* or his/her designee at his/her sole discretion.

ARTICLE 28

BEREAVEMENT LEAVE

A. All Employees

1. For each death in an employee's immediate family, the employee shall be entitled to receive two (2) *Scheduled Shifts* off with pay. Both days do not have to be taken consecutively, however one of the days must be the day of the funeral.
 - a. The *Chief Of Police* or his/her designee may approve up to an additional two (2) *Scheduled Shifts* off with pay at his/her sole discretion.
 - (1.) Approval for additional *Scheduled Shifts* off with pay shall be granted depending on the set of circumstances in each case.
 - (a.) Additional *Scheduled Shifts* off with pay do not have to be taken consecutively.
 - b. Employees shall be granted *Bereavement Leave* for the following family members:
 - Parents
 - Parents-in-Law
 - Spouse or Domestic Partner
 - Children
 - Siblings
 - Brother or Sister-in-Law
2. For each death of an employee's grandparent, the employee is entitled to receive one (1) *Scheduled Shift* off with pay, which must be the day of the funeral.
 - a. The *Chief Of Police* or his/her designee may approve up to an additional two (2) *Scheduled Shifts* off with pay at his/her sole discretion.

(1.) Approval for additional *Scheduled Shifts* off with pay shall be granted depending on the set of circumstances in each case.

(a.) Additional *Scheduled Shifts* off with pay do not have to be taken consecutively.

3. In any case where there is a death of someone not listed above, but has an unusually close family tie to an employee, the *Chief Of Police* or his/her designee may approve granting the same allowance as provided for the death of a grandparent under ARTICLE 28 – BEREAVEMENT LEAVE – Section A.2. of the *Collective Negotiations Agreement*.
4. If an employee is on *Approved Time Off* and requests *Bereavement Leave*, the *Bereavement Leave* shall be granted for the time considered necessary in that particular case, and the *Approved Time Off* that was substituted as *Bereavement Leave* shall be credited back to the employee to be utilized at a later time and in accordance with ARTICLE 24 – SCHEDULING AND UTILIZING TIME OFF of the *Collective Negotiations Agreement*.

ARTICLE 29

LEAVE OF ABSENCE

A. All Employees

1. Employees may be allowed to utilize paid *Leave For Personal Business* as follows:

40 Hour <i>Work Week</i>	42 Hour <i>Work Week</i>
5 days	4 days

- a. Employees must receive approval from the *Chief Of Police* or his/her designee.
 - b. Employees with less than one year of service shall not be entitled to any paid *Leave For Personal Business*.
 - c. Paid *Leave For Personal Business* cannot be utilized to cover sickness.
 - d. If an employee is assigned to work a forty (40) hour *Work Week*, no more than the equivalent of three (3) eight-hour days in a row may be given per request.
 - e. If an employee is assigned to work a forty-two (42) hour *Work Week*, no more than the equivalent of two (2) *Work Days* in a row may be given per request.
 - f. The *Chief Of Police* or his/her designee has the discretion to approve paid *Leave For Personal Business* in increments of less than a full *Work Day* if requested.
2. Employees shall be allowed to utilize paid *Leave For Personal Business* for the birth or adoption of a child as follows:

40 Hour <i>Work Week</i>	42 Hour <i>Work Week</i>
5 days	4 days

 - a. Employees do not need prior approval from the *Chief Of Police* or his/her designee; however every effort shall be made to give advance notice.

- b.** Employees shall be permitted to use paid *Leave For Personal Business* during any of the seven (7) calendar days immediately after the birth or adoption of a child.
 - c.** Employees shall be permitted to use paid *Leave For Personal Business* regardless of the number of other employees who are on *Approved Time Off* during the same period.
- 3.** Employees shall be entitled to unpaid *Leave For Personal Business*.
 - a.** Unpaid *Leave For Personal Business* cannot be utilized to cover sickness.
 - b.** Employees must provide a written request to the *Borough Administrator* in advance for unpaid *Leave For Personal Business*, who shall have full discretion to grant or deny such request.
(1.) The *Borough Administrator* shall approve or deny all requests in writing.

ARTICLE 30
MILITARY LEAVE

A. All Employees

1. All employees are entitled to *Military Leave* in accordance with federal and state law.

ARTICLE 31

SICKNESS IN FAMILY

A. All Employees

1. Employees may be allowed to utilize up to forty-eight (48) hours of paid *Sickness In Family Leave* per calendar year for absences due to an illness in the employee's family.
 - a. *Sickness In Family Leave* can only be utilized when an employee is urgently needed at home.
 - b. Employees must receive approval from the *Chief Of Police* or his/her designee.
2. Employees shall be granted paid *Sickness In Family Leave* for the following family members:

Parents

Parents-in-Law

Spouse or Domestic Partner

Children

Brother or Sister

ARTICLE 32

INSURANCE

A. All Employees

1. Insurance Premiums & Employee Contributions

- a.** Effective January 1, 2019, an employee's contributions to health insurance premiums shall be calculated based on the lesser of the following:

- (1)** 4% of the employee's base wages for officers enrolled in single coverage plans and 9% of the employee's base wages for all other types of coverage plans.

- a.** During the term of this agreement, the employee's wage-based contributions will be compared to the contributions set forth in Chapter 78. The employee's contribution to their health insurance premiums shall be based upon the lesser of the two figures.

(2) Applicable Law

Employees who opt-out of all medical insurance, group dental insurance, and prescription drug insurance are not subject to *Health Benefits Contributions*.

2. Medical Insurance, Prescription and Dental Insurance

- a.** The Borough will provide, at a minimum, group medical, prescription and dental insurance equal or better than coverage currently provided through the Southern New Jersey Employee Benefits Plan (SNJEBP). A copy of the summary of benefits for the SNJEBP is attached to this Agreement.

- b.** The PBA will provide two representatives to a Borough Health Benefit Committee. This Committee will make recommendations for possible changes to the benefit plan that will assist in cost containment for both the Borough and the employees.
- c.** The Borough may seek to obtain alternate medical, prescription and/or dental insurance coverage or make amendments to the current plan in the future. The Borough will submit any alternate plan to the PBA for approval, and such approval shall not be unreasonably withheld.
- d.** Employees shall be offered the opportunity to enroll in HMO(s) or other forms of medical insurance coverage. However, the Borough will make its best faith effort to continue to make available to existing employees the same HMO(s) as are currently available through SNEBP.

3. Coverage After Retirement

- a.** Employees hired prior to April 1, 2015 will be provided medical and dental insurance coverage to the officer and his/her family and prescription coverage for the member only, provided that the member has at least twenty-five years credited service in the New Jersey State Pension System.
- b.** Employees hired after April 1, 2015 will be provided medical, dental and prescription insurance coverage for the employee only, provided that the member has at least twenty-five years credited service in the New Jersey State Pension System.
- c.** Employees with less than twenty years of credited service in the New Jersey State Pension System effective June 28, 2011 shall be required to pay contributions to health insurance premiums as governed by applicable law.

4. Pension and Life Insurance

- a. The Borough will continue to provide the pension and life insurance benefits available with the state pension plan applicable to each member.

5. Worker's Compensation

- a. There will be no change in the Borough's policy of continuing salary for members who cannot work due to job related illness or injury as defined by state law.

ARTICLE 33

SEPARATION PAYMENTS

A. All Employees

1. Retirement

- a. Employees shall be entitled to payment for unused *Time Off* for the calendar year as follows:

Vacation All time remaining.

Birthday Holiday If the date of the employee's birthday occurs before the end of the employee's *Credited Time*.

Paid Holiday Leave One day per month of *Credited Time*.

Holiday Time Off Five (5) hours per month of *Credited Time* minus the number of hours already taken.

Kelly Time Two (2) hours for each *Week* of *Credited Time* minus the *Kelly Time Off* already taken.

Compensatory Time All time remaining.

- b. Employees who receive an annual *Uniform Allowance* payment shall be entitled to full payment of the *Uniform Allowance* if he/she is on *Active Employment* at the time the payment is made in the current calendar year.

(1.) If an employee *Retires* prior to payment of the *Uniform Allowance* in the current calendar year he/she will receive, at their *Retirement*, a percentage of the *Uniform Allowance* as follows:

Up to one (1) month of <i>Credited Time</i>	25% of the allowance
Up to two (2) months of <i>Credited Time</i>	50% of the allowance

Up to three (3) months of <i>Credited Time</i>	75 % of the allowance
Up to four (4) months or more of <i>Credited Time</i>	100% of the allowance

c. The parties agree to pro-rate separation payments set forth in a and b, above, in the year of retirement with the exception of vacation time. For vacation time, all remaining time shall be paid in full if the employee retires on or after August 1 of the calendar year. If the employee retires prior to August 1, unused vacation time will be prorated.

2. Voluntary separation with two (2) *Weeks'* notice

a. Employees shall be entitled to payment for unused *Time Off* for the calendar year as follows:

<i>Vacation</i>	Pro-rated number of days based on the number of <i>Weeks</i> since the <i>Anniversary Date</i> and full payment of any accumulated <i>Vacation</i> from a previous year.
<i>Birthday Holiday</i>	If the date of the employee's birthday occurs before the end of the employee's <i>Credited Time</i> .
<i>Paid Holiday Leave</i>	One day per month of <i>Credited Time</i> .
<i>Holiday Time Off</i>	Five (5) hours per month of <i>Credited Time</i> minus the number of hours already taken.
<i>Kelly Time</i>	Two (2) hours for each <i>Week</i> of <i>Credited Time</i> minus the <i>Kelly Time Off</i> already taken.
<i>Compensatory Time</i>	All time remaining.

- b. Employees who receive an annual *Uniform Allowance* payment shall be entitled to full payment of the *Uniform Allowance* if he/she is on *Active Employment* at the time the payment is made in the current calendar year.
 - c. Employees who receive an annual *Uniform Allowance* payment shall be not entitled to any payment of the *Uniform Allowance* if he/she separates from *Active Employment* before the time the payment made in the current calendar year.
3. Voluntary separation before *Retirement* without two (2) *Weeks*' notice
- a. Employees shall be entitled to payment for unused *Time Off* for the calendar year as follows:

<i>Vacation</i>	Determined by the <i>Chief Of Police</i> or his/her designee and the <i>Borough Administrator</i> at their sole discretion, and full payment of any accumulated <i>Vacation</i> from a previous year.
<i>Birthday Holiday</i>	If the date of the employee's birthday occurs before the end of the employee's <i>Credited Time</i> .
<i>Paid Holiday Leave</i>	One day per month of <i>Credited Time</i> .
<i>Holiday Time Off</i>	Five (5) hours per month of <i>Credited Time</i> minus the number of hours already taken.
<i>Kelly Time</i>	Two (2) hours for each <i>Week</i> of <i>Credited Time</i> minus the <i>Kelly Time Off</i> already taken.
<i>Compensatory Time</i>	All time remaining.

- b. Employees who receive an annual *Uniform Allowance* payment shall be entitled to full payment of the *Uniform Allowance* if he/she is on *Active Employment* at the time the payment is made in the current calendar year.
 - c. Employees who receive an annual *Uniform Allowance* payment shall be not entitled to any payment of the *Uniform Allowance* if he/she separates from *Active Employment* before the time the payment made in the current calendar year.
4. Involuntary separation for lay-off or in the line of duty death
- a. Employees shall be entitled to payment for unused *Time Off* for the calendar year as follows:

<i>Vacation</i>	All time remaining.
<i>Birthday Holiday</i>	If the date of the employee's birthday occurs before the end of the employee's <i>Credited Time</i> .
<i>Paid Holiday Leave</i>	One day per month of <i>Credited Time</i> .
<i>Holiday Time Off</i>	Five (5) hours per month of <i>Credited Time</i> minus the number of hours already taken.
<i>Kelly Time</i>	Two (2) hours for each <i>Week</i> of <i>Credited Time</i> minus the <i>Kelly Time Off</i> already taken.
<i>Compensatory Time</i>	All time remaining.
 - b. Employees who receive an annual *Uniform Allowance* payment shall be entitled to full payment of the *Uniform Allowance* if he/she is on *Active Employment* at the time the payment is made in the current calendar year.

(1.) If an employee separates prior to payment of the *Uniform Allowance* in the current calendar year he/she will receive, a pro-rated payment for the number of *Weeks* during the calendar year before separation, and after recall.

- c. The *Borough* will reimburse the estate or survivors for funeral expenses, up to a maximum of five thousand dollars (\$5,000.00), upon submission of proper proof of expenses for any in the line of duty death.
- d. The *Borough* will make payment equal to one (1) *Week of Base Wages* for every five (5) *Years Of Service* to the estate or survivors of any employee killed in the line of duty.

5. Involuntary separation for disciplinary reasons

- a. Employees shall be entitled to payment for unused *Time Off* for the calendar year as follows:

<i>Vacation</i>	Determined by the <i>Chief Of Police</i> or his/her designee and the <i>Borough Administrator</i> at their sole discretion, and full payment of any accumulated <i>Vacation</i> from a previous year.
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<i>Birthday Holiday</i>	Determined by the <i>Chief Of Police</i> or his/her designee and the <i>Borough Administrator</i> at their sole discretion.
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<i>Paid Holiday Leave</i>	Determined by the <i>Chief Of Police</i> or his/her designee and the <i>Borough Administrator</i> at their sole discretion.
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<i>Holiday Time Off</i>	Determined by the <i>Chief Of Police</i> or his/her designee and the <i>Borough Administrator</i> at their sole discretion.
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<i>Kelly Time</i>	Two (2) hours for each <i>Week of Credited Time</i> minus the <i>Kelly Time Off</i> already taken.
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<i>Compensatory Time</i>	All time remaining.
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- b. Employees who receive an annual *Uniform Allowance* payment shall be entitled to full payment of the *Uniform Allowance* if he/she is on *Active Employment* at the time the payment is made in the current calendar year.
- c. Employees who receive an annual *Uniform Allowance* payment shall be not entitled to any payment of the *Uniform Allowance* if he/she separates from *Active Employment* before the time the payment made in the current calendar year.

ARTICLE 34

PBA BUSINESS

A. All Employees

1. When the *PBA* and the *Borough Administrator* or his/her designee mutually schedule an employee who is a representative of the *PBA*, to participate in negotiations, *Grievance* proceedings, conferences or meetings during working hours, he/she shall suffer no loss in pay or be charged for *Time Off*.
2. The *PBA* shall have the right to designate officers from among their membership. The officer's authority with respect to this *Collective Negotiations Agreement* shall be limited to and shall not exceed the following duties and activities:

Investigate and confer on *Grievances* and disciplinary actions on any working day for a reasonable period of time.
3. Authorized representatives of the *PBA* may enter the *Borough's* premises for the following purposes:
 - a. Investigating and/or conferring on *Grievances* and disciplinary actions.
 - b. To ascertain that the *Collective Negotiations Agreement* is being adhered to.
 - c. To hold *PBA* meetings.
4. Prior to conducting *PBA* business, the representative shall first advise the *Borough Administrator* or his/her designee and state the general purpose for needing to conduct *PBA* business on *Borough* Property.
 - a. If the proposed business will interfere with the operation of a phase of the *Borough* function, it may be delayed for a reasonable period of time until a more appropriate time.

- b. Any meeting with an employee shall be as brief as possible.
 - (1.) Following any meeting, the employee will return to his/her assigned duties and the representative shall leave the premises.
- c. Any other *PBA* Executive Board member may be present for such meeting.
- 5. The *PBA* shall be permitted to maintain a *PBA* Bulletin Board in the place where employees normally gather (e.g. Squad Room) and in a place which must be approved by the *Chief Of Police* or his/her designee, so long as it is reasonably accessible to all members.
 - a. The purpose of the *PBA* Bulletin Board is to communicate information generally and specifically related to the *PBA* and its members.
 - b. The *PBA* shall not display any article or document which depicts pornography, caricatures of *Borough* personnel, race, creed, gender, or religion.
 - c. The *PBA* may place any document, article, memorandum, letter, or note that pertains to the State and Local *PBA*, union issues, the Borough of Haddonfield, any protected document, and any document available to the public.
 - (1.) No prior approval from the *Borough* is required.
- 6. The *PBA* shall be permitted to maintain a *PBA* filing cabinet in the *Police Department* and in a place which must be accessible to all members.
 - a. The *Chief Of Police* or his/her designee must approve the placement of the *PBA* filing cabinet.
 - b. The purpose of the *PBA* filing cabinet is to maintain *PBA* records, documents and other papers and generally related materials.

- c. No one but authorized *PBA* members shall be permitted access to these files, unless subject to a search warrant based on probable cause.
- 7. Officers of the *PBA* may, on a limited and reasonable basis, use *Borough* telephones and facilities for *PBA* Local 328 business.
- 8. The *PBA's* use of computers and fax machines shall be with the prior approval of the *Chief Of Police* or his/her designee.
- 9. Up to two employees who are also members of the *PBA* Executive Board will be granted *PBA Convention Leave*.
 - a. The *PBA* shall give notice of the dates of these events to the *Chief Of Police* or his/her designee as soon as they are known and confirmed.
- 10. Up to two (2) employees who are also members of the *PBA* will be granted *PBA Seminar Leave*.
 - a. The *PBA* shall give notice of the dates of these events to the *Chief Of Police* or his/her designee as soon as they are known and confirmed.
- 11. Employees who are also members of the *PBA* Executive Board shall be permitted to use at their discretion, up to one hundred and eighty (180) hours of *PBA Time* per calendar year.
 - a. Requests for *PBA Time* shall be made to the *Chief Of Police* or his/her designee.
 - b. No more than two (2) employees who are also members of the *PBA* Executive Board shall be permitted to use *PBA Time* at the same time without approval of the *Chief Of Police* or his/her designee.
 - c. Employees shall use the minimum amount of *PBA Time* necessary to meet his/her *PBA* obligation.

ARTICLE 35

LABOR MANAGEMENT MEETINGS

A. Labor Management Meetings

1. The *Borough* agrees to meet with the *PBA* once each quarter to discuss labor-management issues.
 - a. *Labor-Management Meetings* shall be mutually selected and set in advance for consistency.
 - b. Additional meetings may be scheduled whenever mutually agreed upon by both parties.
2. The time an employee attends a *Labor-Management Meeting* shall not be charged to the employee as *Time Off*.
3. The *PBA* and the *Borough* shall provide each other with an agenda at least one (1) *Week* prior to the meeting.
 - a. This agenda shall set forth the issue(s) to be discussed.
 - b. Issues for discussion may be concerning any matter relating to the terms and conditions of employment.
4. *Labor-Management Meetings* shall not be for greater than three (3) hours in duration, unless extended by mutual agreement.
 - a. *Labor-Management Meetings* may not be attended by more than two representatives from the *PBA*.
5. All conclusions reached by both parties shall be reduced to writing.

ARTICLE 36

GRIEVANCE PROCEDURE

A. All Employees

1. Purpose

- a. To secure at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this *Collective Negotiations Agreement*. The parties agree that this procedure will be kept as informal as may be appropriate. Nothing herein contained shall be construed as limiting the right of any employee having a *Grievance*, to discuss the matter informally with any appropriate employee of the departmental supervisory staff and having the *Grievance* adjusted without the intervention of the *PBA*.

2. Steps of the Grievance Procedure – Employee Initiated

The following constitutes the sole and exclusive method for resolving employee initiated *Grievances* between the parties covered by this agreement.

a. Step 1

- (1.) Prior to the *PBA* filing a *Grievance* or unfair practice charge, the *PBA* shall request a *Labor Management Meeting* for informal discussion of the matter.

- (a.) This action shall automatically stay any time requirements set forth for filing a *Grievance*.

b. Step 2

- (1.) The aggrieved party shall submit, in writing, a signed statement of *Grievance* to the *Chief Of Police* or his/her designee within fifteen (15) calendar days after knowledge of the event giving rise that the *Grievance* has occurred.

(2.) The *Chief Of Police* or his/her designee shall set a meeting within fifteen (15) calendar days after receipt of the request.

(a.) This meeting shall be between the *Chief Of Police* and the aggrieved party and with a *PBA* representative, if requested by the aggrieved party.

(3.) The *Chief Of Police's* answer to this step shall be delivered within fifteen (15) calendar days to the aggrieved party with a copy to the *PBA*, if the *PBA* representative attended the meeting.

c. Step 3

(1.) If the aggrieved party is not satisfied with the handling or result of the *Grievance* at step two (2), the aggrieved party may, within ten (10) calendar days of the receipt of the step two (2) decision, submit in writing, a notice together with a signed statement of the *Grievance* to the *Borough Administrator* requesting a ruling on the *Grievance*.

(2.) A meeting shall be set within twenty (20) calendar days after the *Borough Administrator* has received the request for a ruling.

(a.) At such meeting, the aggrieved party may appear with counsel and a representative of the *PBA*, if requested by the aggrieved party.

(3.) The *Borough Administrator's* ruling shall be delivered to the aggrieved party with a copy to the *PBA*, if in attendance at the meeting, within fifteen (15) calendar days after the meeting.

d. Step 4

(1.) If the aggrieved party is not satisfied with the disposition of the *Grievance* at Step 3, the aggrieved party may, within ten (10) calendar days of the receipt of the Step 3 decision, submit in writing, a notice together with a signed statement of the *Grievance* to the Director of Public Safety requesting a ruling on the *Grievance*.

(2.) A meeting shall be set within twenty (20) calendar days after the Director of Public Safety has received the request for a ruling.

(a.) At such meeting, the aggrieved party may appear with counsel and a representative of the *PBA*, if requested by the aggrieved party.

(3.) The Director of Public Safety's ruling shall be delivered to the aggrieved party with a copy to the *PBA*, if in attendance at the meeting, within fifteen (15) calendar days after the meeting.

e. Step 5

(1.) If the aggrieved party is not satisfied with the disposition of the *Grievance* at Step 4, the *Grievance* may only be submitted to binding arbitration by the Borough or the *PBA* within thirty (30) calendar days after the expiration of Step 4. Requests for arbitration may not be submitted by individual *PBA* unit members.

(a.) A request for a list of arbitrators shall be made to the Public Employees Relations Commission by the complainant, and both parties shall then be bound by the rules and procedures of P.E.R.C. in the selection of an arbitrator.

- (b.) The arbitrator shall limit himself/herself to the interpretation and application of the terms of the *Collective Negotiations Agreement* and to the issues submitted to him/her and consider no other(s).
- (c.) The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of the *Collective Negotiations Agreement* or impose on any party hereto to a limitation or obligation not provided in the *Collective Negotiations Agreement*.
- (d.) The award of the arbitrator on the merits of any *Grievance* within his/her jurisdiction and authority as provided in this *Collective Negotiations Agreement* shall be final and binding upon the parties.
- (e.) The cost of the arbitrator's fee shall be borne equally by the parties. Any other cost shall be borne by the party incurring it.

3. Steps of the Grievance Procedure – *Borough* Initiated

The following constitutes the sole and exclusive method for resolving *Borough* initiated *Grievances* between the parties covered by this agreement.

a. Step 1

- (1.) *Grievances* initiated by the *Borough* shall be initiated by a signed statement by the *Borough Administrator* and filed directly with the *PBA* within ten (10) calendar days after knowledge of the event giving rise that the *Grievance* has occurred.
- (2.) A meeting shall be held within ten (10) calendar days after filing of the *Grievance*.
 - (a.) At such meeting, representatives of the *Borough* and the *PBA* shall attempt to resolve the matter.

b. Step 2

(1.) If the event the matter is not resolved, the *Borough* may submit the matter to binding arbitration within thirty (30) calendar days after the expiration of Step 1.

(a.) A request for a list of arbitrators shall be made to the Public Employees Relations Commission by the *Borough*, and both parties shall then be bound by the rules and procedures of P.E.R.C. in the selection of an arbitrator.

(b.) The arbitrator shall limit himself/herself to the interpretation and application of the terms of the *Collective Negotiations Agreement* and to the issues submitted to him/her and consider no other(s).

(c.) The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of the *Collective Negotiations Agreement* or impose on any party hereto to a limitation or obligation not provided in the *Collective Negotiations Agreement*.

(d.) The award of the arbitrator on the merits of any *Grievance* within his/her jurisdiction and authority as provided in this *Collective Negotiations Agreement* shall be final and binding upon the parties.

(e.) The cost of the arbitrator's fee shall be borne equally by the parties. Any other cost shall be borne by the party incurring it.

Signature Page

(getting
Signatures)

GLOSSARY

A

Absent (Absence)

Any time an employee is on *Approved Time Off*.

Acting Sergeant

Designation given to an employee who has been assigned to assume the duties and responsibilities of the rank/position of Sergeant in any *Division* or *Platoon Within a Division*. *Acting Sergeant* designation is given in the absence of the Sergeant and in accordance with ARTICLE 8 – ACTING SERGEANT PAY of the *Collective Negotiations Agreement*. When a *Vacancy* exists in the rank of Corporal the *Chief Of Police* or his/her designee shall designate an employee based upon seniority (the employee with the most continuous uninterrupted service in the Haddonfield Police Department will be given preference), job performance, past training and educational background.

Active Employment

The time in which an employee is performing his/her job duties or is absent due to a work related disability or is absent with pay.

Anniversary Date

An employee's annual calendar date of hire.

Approved Paid Leave

Guaranteed paid time off from work given to an employee to use in conjunction with a *Reassignment* or *Temporary Assignment*. *Approved Paid Leave* is provided over and above any other paid *Time Off*, and can be utilized regardless if it creates an *Overtime Work Assignment*.

Approved Time Off

An employee shall be considered on *Approved Time Off* if they are unavailable because they are off from work for any of the following conditions: *Approved Paid Leave*, *Bereavement Leave*, *Borough Overtime*, *Birthday Holiday*, *Compensatory Time Off*, *Court*, *Holiday*, *Holiday Time Off*, *Kelly Time Off*, *Leave For Personal Business*, *Long Term Disability Leave*, *Military ADT Leave*, *Military IDT Leave*, *Military Leave*, *PBA Convention Leave*, *PBA Seminar Leave*, *PBA Time*, *Sick Leave*, *Sickness In Family Leave*, *Training*, or *Vacation*.

B

Base Wage(s)

Weekly Wage plus *Longevity*.

Bereavement Leave

Paid time off from work given to an employee in the event of a death of anyone listed under ARTICLE 28 – BEREAVEMENT LEAVE of the *Collective Negotiations Agreement*.

Birthday Holiday

Paid time off from work given to all employees after one (1) full year of employment. The *Birthday Holiday* for each eligible employee shall be equal to one (1) full *Scheduled Shift*.

Borough

Borough of Haddonfield

Borough Administrator

Borough Administrator for the Borough of Haddonfield.

Borough Overtime

An *Overtime Work Assignment* to meet the *Borough's* needs and is not reimbursed by a third party for any overtime payment.

Borough Overtime Work Assignment(s)

Any particular *Borough Overtime* job or task that is available only to *Eligible Employees*.

C

Called In

Any time an employee *On Call* is requested to respond to the Haddonfield Police Department. An employee shall be considered *Called In* if they are requested to respond after leaving the Haddonfield Police Department and/or parking lot and also outside an employee's *Regularly Scheduled Hours Of Duty*.

Chief Of Police

Chief of Police of the Haddonfield Borough Police Department.

Collective Negotiations Agreement

The current *Collective Negotiations Agreement* between Policemen's Benevolent Association Local 328 and the Borough of Haddonfield.

Compensatory Time

Paid time off from work credited to an employee at his/her *Compensatory Time Rate*. *Compensatory Time* is determined by multiplying the *Compensatory Time Rate* by the number of extra hours worked or earned.

Compensatory Time Off

Paid time off from work to be utilized in accordance with the applicable provisions set forth in the *Collective Negotiations Agreement*.

Compensatory Time Rate

The rate in which an employee is credited *Compensatory Time*. For all employees, the rate is one and one-half (1.5).

Court

Attendance at Municipal, Administrative (including departmental and arbitration hearings and other similar types of legal proceedings), State or Federal Court on all criminal matters.

Credited Time

The number of *Weeks* from the beginning of the calendar year including the number of unused *Vacation* weeks available, added onto the final date of work.

D

Day Work

The period of time of the *Work Schedule* for each *Platoon* of the Patrol Division between 7:00 AM and 7:00 PM as listed under ARTICLE 5 – WORK SCHEDULE of the *Collective Negotiations Agreement*.

Division

A work unit within the Haddonfield Police Department as it relates to the *Collective Negotiations Agreement*.

E

Eligible Employee(s)

Employees who possess the proper training and qualifications to work a particular assignment and are not on *Approved Time Off* or unavailable because their *Regularly Scheduled Hours Of Duty* would prevent them from working the assignment.

Emergency

As defined by N.J.S.A. 40A:14-146.9

F

Full Pay

An employee's rate of payment for one (1) hour of work calculated by dividing the *Base Wage* by forty (40).

G

Grievance

Any controversy arising over the interpretation, application or alleged violation of the terms and conditions of the *Collective Negotiations Agreement* and may be raised by the *PBA* on behalf of an individual, or group of individuals, or the *Borough*.

H

Half Pay

An employee's rate of payment for one (1) hour of work calculated at half of the *Base Wage* divided by forty (40).

Health Benefits Contribution

Employee paid contributions towards the cost of medical insurance, group dental insurance, and prescription drug insurance based on the levels of coverage selected by applicable employees. *Health Benefits Contributions* are deducted weekly from an employee's pay in amounts required by law. Employees who opt-out of all medical insurance, group dental insurance, and prescription drug insurance are not subject to *Health Benefits Contributions*.

Holiday(s)

Holidays are classified as any of the following annual days off from work: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Holiday Time Off

Annual paid time off from work given to employees based upon their *Division* and *Work Schedule*, to be utilized in accordance with the applicable provisions set forth in the *Collective Negotiations Agreement*. The amount of *Holiday Time Off* given to each employee is enumerated under ARTICLE 21 – HOLIDAYS of the *Collective Negotiations Agreement*.

Hourly Compensatory Time Rate

For all employees, the *Hourly Compensatory Time Rate* is one (1). *Compensatory Time* earned at the *Hourly Compensatory Time Rate* is determined by multiplying the number of extra hours worked by one (1).

Hourly Pay Rate

An employee's rate of payment for one (1) hour of work. *Hourly Pay Rate* is calculated by dividing the employee's *Base Wage* by forty (40).

I

Initial Issue

An employee's supply of uniform items provided by the *Borough* at their time of hire. *Initial Issue* uniform items are listed in ARTICLE 19 of the *Collective Negotiations Agreement*.

Insurance Coverage

Medical insurance, group dental insurance, and prescription drug insurance as listed in ARTICLE 23 of the *Collective Negotiations Agreement*.

K

Kelly Time

Paid time off from work accrued annually by non-civilian employees assigned to work a forty-two (42) hour *Work Week*.

Kelly Time Off

Paid time off from work to be utilized in accordance with the applicable provisions set forth in the *Collective Negotiations Agreement*.

L

Labor Management Meeting(s)

Quarterly meetings between the *PBA* and the *Borough* to discuss labor-management issues.

Leave For Personal Business

Annual time off from work (whether paid or unpaid) for personal reasons (such as personal business which can't be conducted outside an employee's *Regularly Scheduled Hours Of Duty*).

Longevity

Percentage payment applied to an employee's *Weekly Wage* based on an employee's *Years Of Service*.

Long Term Disability Leave Allowance

The amount of available hours at *Full Pay* and *Half Pay* based upon the first day that *Long Term Disability Leave* is utilized and the *Years Of Service* an employee has completed on that day.

Long Term Disability Leave

Paid time off from work given to employees for *Long Term Medical Disability*. *Long Term Disability Leave* is given in addition to and after all of an employee's *Sick Leave Allowance* has been exhausted.

Long Term Disability Leave-Full Pay Allowance

Allowance of *Long Term Disability Leave* at *Full Pay* provided to employees.

Long Term Disability Leave-Half Pay Allowance

Allowance of *Long Term Disability Leave* at *Half Pay* provided to employees.

Long Term Medical Disability

Non-work related temporary disability resulting from any medically recognized illness or condition including exposure to a contagious disease or quarantine that requires a medically mandated absence from work for seven (7) calendar days or more.

M

Maintenance Portion

A portion of the *Uniform Allowance* provided for maintenance of *Initial Issue* uniform items. The *Maintenance Portion* of the *Uniform Allowance* is equal to thirty dollars (\$30.00) per month or three hundred and sixty dollars (\$360.00) per year.

Medical Restriction

Terms and conditions placed on an employee by a physician based upon an employee's illness or injury limiting their ability to return to full duty.

Military ADT Leave

Time off from work given to employees who are members of the National Guard or other component of the organized militia of the United States of America or the State of New Jersey to attend their annual two (2) *Week* Active Duty Training.

Military IDT Leave

Time off from work given to employees who are members of the National Guard or other component of the organized militia of the United States of America or the State of New Jersey to attend their monthly two (2) day Inactive Duty Training.

Military Leave

Leave of absence from work given to employees who are members of the National Guard or other component of the organized militia of the *United States of America or the State of New Jersey to engage in active duty, Military ADT Leave or Military IDT Leave.*

N

Night Work

The period of time of the *Work Schedule* for each *Platoon* of the Patrol Division between 7:00 PM and 7:00 AM as listed under ARTICLE 5 – WORK SCHEDULE of the *Collective Negotiations Agreement.*

O

On Call

Any time outside an employee's *Regularly Scheduled Hours Of Duty* in which they are required to be available to respond to the Haddonfield Police Department to perform their particular job. *On Call* is only available to employees assigned to the *Divisions* or *Position Within A Division* listed under ARTICLE 9 – ON CALL of the *Collective Negotiations Agreement*.

Outside Vendor Overtime Pay Rate(s)

An employee's hourly pay rate while working *Outside Vendor Overtime Work*. The *Outside Vendor Overtime Pay Rate* for each calendar year is listed under ARTICLE 12 of the *Collective Negotiations Agreement*.

Outside Vendor Overtime Work

An *Overtime Work Assignment* in which a third party has contracted for the work and is responsible for reimbursing the *Borough* for the overtime payment.

Outside Vendor Overtime Work Assignment

A particular outside vendor overtime job or task available only to *Eligible Employees*.

Overtime Pay

Monetary payment for all hours worked at an employee's *Overtime Pay Rate*.

Overtime Pay Rate

An employee's hourly pay rate for overtime. *Overtime Pay Rate* is calculated by dividing the employee's *Base Wage* by forty (40), and then multiplying by one and one-half (1.5).

Overtime Work Assignment

Any of the following assignments: *Borough Overtime Work Assignment*, *Outside Vendor Overtime Work Assignment*, *Court* or *Training* when scheduled outside an employee's *Regularly Scheduled Hours Of Duty*.

P

PBA

Policemen's Benevolent Association Local 328

PBA Convention Leave

Annual paid time off from work given to employees who are members of the Policemen's Benevolent Association Local 328 Executive Board, to attend the New Jersey State PBA Convention and the New Jersey State PBA Mini-Convention.

PBA Seminar Leave

Annual paid time off from work given to employees who are members of Policemen's Benevolent Association Local 328 to attend the three (3) day New Jersey State PBA Collective Bargaining Seminar.

PBA Time

Annual paid time off from work given to employees who are members of the Policemen's Benevolent Association Local 328 Executive Board for the purpose of attending monthly New Jersey State PBA and County PBA meetings, to carry out the duties of representing the members, and to administer the terms and conditions of the *Collective Negotiations Agreement*.

Paid Holiday Leave

Annual payment of forty-eight (48) hours at an employee's *Hourly Pay Rate* in lieu of working six (6) extra holidays

Platoon (Platoon Within A Division)

An employee's work unit when assigned to the Patrol Division. *Platoons* are only assigned to the Patrol Division and include the following: Platoon 1, Platoon 2, Platoon 3, and Platoon 4.

Police Department

Borough of Haddonfield Police Department

Position Within A Division

An employee's title, rank or job assignment within the *Division* that they are assigned.

R

Reassignment (Reassign)

A change in an employee's *Work Schedule* or *Regularly Scheduled Hours Of Duty* (excluding *Borough Overtime*, *Court*, *Outside Vendor Overtime* and negotiated *Work Schedule* changes) that exceeds thirty (30) calendar days.

Regularly Scheduled Hours Of Duty

An employee's scheduled work hours on a particular day based on their *Division*, *Position Within A Division*, or *Platoon Within A Division* as listed in ARTICLE 5 – WORK SCHEDULES of the *Collective Negotiations Agreement*.

Retirement

An employee who separates from employment with the Borough of Haddonfield and who also qualifies under state pension laws, rules and regulations applicable at the time of separation.

S

Scheduled Shift(s)

One (1) work day, which is comprised of all work hours on a particular day, based upon an employee's *Regularly Scheduled Hours Of Duty*.

Scheduled Start Time

The time an employee is scheduled to begin work for their *Scheduled Shift, Borough Overtime Work Assignment, Outside Vendor Overtime Work Assignment, Court, or Training*.

Seniority Order

Chronological list of all employees based upon their date of hire. The *Seniority Order* list shall be in the order from the least senior employee to the most senior employee.

Sick Leave

Time off from work (whether paid or unpaid) provided to employees for non-work related temporary disability resulting from any medically recognized illness or condition including exposure to a contagious disease or quarantine.

Sick Leave Allowance

The total amount of accumulated *Sick Leave* available to an employee.

Sick Leave Sell-Back

The conversion of a portion of accumulated *Sick Leave* to pay on a yearly basis. *Sick Leave Sell-Back* year shall run from November 1st until October 31st. *Sick Leave Sell-Back* shall be granted in accordance with the provisions listed in ARTICLE 25 – SICK LEAVE of the *Collective Negotiations Agreement*.

Sickness In Family Leave

Annual paid time off from work for an illness in an employee's family to be utilized in accordance with the applicable provisions set forth in the *Collective Negotiations Agreement*.

Successful Completion

An employee shall be deemed to have successfully completed a course if they receive full credit for the course and/or a passing grade.

Superior Officer

Any employee holding the rank of Lieutenant, Captain or *Chief Of Police*.

T**Temporary Assignment (Temporarily Assigned)**

A change in an employee's *Work Schedule* or *Regularly Scheduled Hours Of Duty* (excluding *Borough Overtime, Court, Outside Vendor Overtime* and negotiated *Work Schedule* changes) that does not exceed thirty (30) calendar days.

Time Off

Any of the following scheduled absence from work: *Birthday Holiday, Compensatory Time, Holiday, Holiday Time Off, Kelly Time Off, Military ADT Leave, PBA Convention Leave, or Vacation*.

Time Off Seniority

Chronological list of all employees assigned to a *Division*, *Position Within A Division*, or *Platoon Within A Division* based upon their date of hire. *Time Off Seniority* is utilized for the purposes of scheduling and utilizing time off as enumerated under ARTICLE 24 – SCHEDULING AND UTILIZING TIME OFF of the *Collective Negotiations Agreement*.

Training

A *Borough* sanctioned school or practical instruction in which an employee is scheduled to attend.

Training Site

The location where an employee attends *Training*.

U

Uniform Reimbursement

Monetary compensation equal to the replacement cost of uniform items damaged in the course of duty.

V

Vacancy

Unfilled rank or position not created by *Approved Time Off*.

Vacation

Annual paid time off from work earned in one (1) *Week* increments based upon *Years Of Service* with the Borough of Haddonfield.

Verification Telephone Call

A telephone call placed by the *Chief Of Police* or his/her designee, to an employee on *Sick Leave*, only during an employee's *Regularly Scheduled Hours Of Duty*, to verify the employee's confinement.

W

Week

A calendar week of seven (7) consecutive days.

Weekly Wage(s)

Weekly pay as listed under ARTICLE 14 of the *Collective Negotiations Agreement*.

Work Day(s)

The scheduled days of duty assigned to each employee based upon the *Division*, *Position Within A Division* or *Platoon Within A Division*, in which they are assigned.

Work Schedule(s)

The scheduled hours of duty assigned to each job position as enumerated under ARTICLE 5 – WORK SCHEDULE of the *Collective Negotiations Agreement*.

Work Week

The period of time beginning Sunday morning at midnight, and covering the following seven (7) consecutive twenty-four (24) hour periods.

Y

Year(s) Of Service

The total number of years an employee has been employed by the *Borough* based on the latest uninterrupted term of employment.

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APPENDIX A