

BOROUGH OF OLD TAPPAN

POLICE DEPARTMENT

THREE-YEAR CONTRACT

JANUARY 1, 2023 - DECEMBER 31, 2025

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AGREEMENT

This AGREEMENT, made this 17 day of April 2023 by and between the Borough of Old Tappan, a body politic and corporate of the State of New Jersey, hereinafter referred to as the "Employer," and the POLICEMAN'S BENEVOLENT ASSOCIATION, LOCAL 206 (Old Tappan Unit), hereinafter referred to as the "Association."

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

NOW, THEREFORE, it is agreed as follows:

1.00 PRESERVATION OF RIGHTS

- 1.01 The Employer agrees that all benefits, terms, and conditions of employment relating to the status of Borough of Old Tappan Police Officers, which benefits, terms, and conditions of employment are not specifically set forth in this Memorandum of Agreement, shall be maintained at not less than the existing standards in effect at the time of the commencement of the collective bargaining negotiations between the parties leading to the execution of this Memorandum of Agreement.
- 1.02 Unless a contrary intent is expressed in this Memorandum of Agreement, all existing benefits, rights, duties, obligations, and conditions of employment applicable to any Police Officer pursuant to any rules, regulations, instruction, direction, memorandum, statute or otherwise, shall not be limited, restricted, impaired, removed or abolished.
- 1.03 The parties agree that during the term of this agreement they shall meet periodically in a good faith attempt to resolve such additional issues as may arise. Failure to meet pursuant to this clause shall not be cause for a grievance.
- 1.04 If agreement is reached between the parties as to any such additional issues, then, and in that event, any such agreed upon language shall become part of this Agreement upon the execution of same, duly signed by the Association President and the Mayor or the Council President.
- 1.05 Any changes and modifications concerning terms and conditions of employment shall be negotiated between the Employer and the Association before they are established.

2.00 EMPLOYEES' BASIC RIGHTS

- 2.01 Pursuant to Chapter 303, Public Laws 1968, the Employer hereby agrees that every Employee shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the Laws of the State of New Jersey, the Employer undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any Employee in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or other Laws of the State of New Jersey or the Constitution of New Jersey and the United States.
- 2.02 The Employer further agrees that it shall not discriminate against any Employee with respect to

hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Employer, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, as prescribed by the statutes of the State of New Jersey.

- 2.03 For the purpose of this Agreement, the term "Police Officer" or "Employee" shall be defined as a full-time uniformed Police Officer employed on a permanent basis, and to include the plural as well as the singular, and to include females as well as males; special police, appointed pursuant to N.J.S.A. 40A:14-146 are expressly excluded.

3.00 EXCLUSIVITY OF ASSOCIATION REPRESENTATION

- 3.01 The Employer agrees that it will not enter into any contract or Memorandum of Agreement with anyone but the recognized Association (PBA Local 206, Old Tappan Unit), with regard to the categories of personnel covered by the said Memorandum of Agreement during the term of this Agreement.

4.00 DUES - CHECK-OFF - Deleted 1/1/81

- 4.01 Deleted 1/1/81
4.02 Deleted 1/1/81
4.03 Deleted 1/1/81

5.00 EXISTING LAW

- 5.01 The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of State or Federal Laws.

6.00 ASSOCIATION RECOGNITION

- 6.01 The Employer recognizes PBA Local 206 (Old Tappan Unit) as the exclusive bargaining representative for the purpose of collective negotiations with respect to all negotiable items of employment of all Employees employed by the Employer's Police Department except those Employees excluded herein. The Chief of Police is hereby excluded from the operation of the foregoing.
- 6.02 No Employee shall be compelled to join the Association but shall have the option to voluntarily join said Association.

7.00 ASSOCIATION REPRESENTATIVES

- 7.01 The Employer recognizes the right of the Association to designate representatives within the Department and alternates for the enforcement of this Agreement provided they are members of the Old Tappan Police Department or their attorneys.
- 7.02 The Association shall furnish the Employer in writing the names of the representatives and their alternates and notify the Employer of any changes.

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

- (a) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining Agreement.
- (b) The transmission of such messages and information which shall originate with, and are authorized by, the Association or its Officers.

7.04 The designated Association representative shall be granted time with pay during working hours to investigate and seek to settle formal grievances and to attend all meetings and conferences on collective negotiations with Employer officials. There shall be no overtime or compensatory time credited under this section.

8.00 RIGHTS OF EMPLOYEES

8.01 Police Officers hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police power of the municipality.

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

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

8.04 Out of these contacts may come questions concerning the actions of the Police Officers.

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

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

- (a) The interrogation of a Police Officer shall be at a reasonable hour, preferably when the Police Officer is on duty, unless the exigencies of the investigation dictate otherwise, as determined by the Chief of Police. If any time is lost as a result of a departmental investigation, the Police Officer shall be compensated, so long as he is exonerated of the charge.
- (b) The interrogations shall take place at a location designated by the Chief of Police. Usually, it will be at Police Headquarters or the location where the incident allegedly occurred.
- (c) The Police Officer shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant. Sufficient information to reasonably apprise the Police Officer of the allegations shall be provided. If it is known that the Police Officer is being interrogated as a witness only, he should be so informed at the initial contact.
- (d) The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time

shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.

- (e) The Police Officer shall not be subjected to any offensive language, nor shall he be threatened with transfer, dismissal, or other disciplinary punishment. No promise of reward shall be made as an inducement to answer questioning.
- (f) The complete interrogations of the Police Officer shall be recorded mechanically or by a stenographer, if so, requested by him. There will be no "off the record" questions agreed to by the parties. All recesses called during the questioning shall be recorded.
- (g) If a Police Officer is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.
- (h) In all cases, and at every stage of the proceedings, in the interest of maintaining the usual high morale of the force, the Department shall afford an opportunity to the Police Officer, if he so requests, to consult with counsel and/or his Association Representative before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force.

9.00 DATA FOR FUTURE BARGAINING

- 9.01 The Employer and the Association each agree to make available to the other all relevant data that each may require to bargain collectively.
- 9.02 The relevant data noted above shall include, but shall not be limited to, such items as salaries and benefits enjoyed by other employee groups employed by the Borough of Old Tappan, the costs of insurance and other programs, information concerning overtime worked by Employees, the total number of injuries on duty and other data of a similar nature.
- 9.03 Neither the Employer nor the Association shall incur additional expenses by virtue of this Article. This Article shall not apply to any attorney-client work product.

10.00 SALARIES

- 10.01 The base annual salaries of all Employees covered by this Agreement shall be set forth in Appendix "A(6)". Appendices "A(1)," "A(2)," "A(3)," "A(4)" and "A(5)" were deleted and replaced by "A(6)" on January 1, 2023.
- 10.02 The base annual salary set forth in Appendices "A(6)" shall take effect on January 1, 2023.
- 10.03 In addition to the base annual salary, for any Employee with the title of Detective, there shall be an annual stipend of \$1500.00.

11.00 WORKDAY, WORK WEEK, OVERTIME

- 11.01 The normal workday tour shall include within it a one-half hour meal period and two (2) rest periods of fifteen (15) minutes each, or at the option of the Employee, with approval of the

officer in charge, a forty-five (45) minutes meal period and one (1) rest period of fifteen (15) minutes.

- 11.03 The work schedule for all Employees covered by this Agreement, who are not on a Modified Pitman Schedule as set forth in Section 11.00(B) of this Agreement, shall be five (5) days of work, eight (8) hours, followed by two (2) off-duty days and continuing in this fashion. An Employee shall not be scheduled to work more than one (1) shift per day. The Chief of Police shall have the right to alter an Employees' schedule in those situations where present practice permits such alterations, but such alteration shall be consistent with the agreed upon 5/2 schedule.

The Chief of Police may request an Employee to work a schedule other than the agreed upon 5/2 schedule. The Employee may or may not agree to the schedule change, and no change will be instituted without the Employee's consent. The amount of time worked by the Employee agreeing to the schedule change will not exceed the amount of time required to be worked by an Employee working the 5/2 schedule. The Employee agreeing to the schedule change will retain the right to return to the Modified Pitman schedule at his/her request.

- 11.03 The 5/2 schedule shall apply to those Employees while attending required Basic Police Training Course. Such Employees shall conform to the schedule imposed by the Police Academy during his/her training period.
- 11.04 Work in excess of the Employee's basic work week or tour for a day is overtime. Overtime shall be paid as time and one-half or time and one-half off in lieu of monies at the option of the Employee, provided that such time off shall be approved in advance by the Chief of Police, and further provided that not more than twenty-five percent (25%) of the time and one-half to be taken as time off by the Employee shall require the Borough to make any additional expenditures, either in the form of overtime monies or additional time off.
- 11.05 Schedule Adjustment Days (SAD) - Officers of PBA Local 206 who are not on Pitman Schedule but work normal 40-hour work week (2080 hours annually) will have the difference of 88 hours (11 days) calculated as schedule adjustment time.

11.00(B) MODIFIED PITMAN SCHEDULE

- 11.01(B) Employees working the Modified Pitman Schedule (twelve (12) hour work schedule) shall be entitled to one (1) forty-five (45) minute meal period and two (2) rest periods of fifteen (15) minutes each, which may not be taken consecutively or with a meal break or at the beginning or end of the shift.

- 11.02(B) The work schedule for those working on the Modified Pitman Schedule (twelve (12) hour work schedule) will comply with the following provisions:

The covered employee will work a schedule that consists of two (2) days on, followed by two (2) days off, followed by three (3) days on, followed by two (2) days off, followed by two (2) days on, followed by three (3) days off, working either the day or night shifts, with every other weekend a three-day weekend off.

In case of emergency, the officer in charge or in control of the Department shall have full

authority to summon and keep on duty any and all such members during the period of emergency as defined by the Chief of Police pursuant to New Jersey Law.

- 11.03(B) The Chief of Police shall have the right to alter an Employees' schedule in those situations where present practice permits such alterations, but such alteration shall be consistent with the agreed upon Pitman Schedule.

The Chief of Police may request an Employee to work a schedule other than the agreed upon pitman schedule. The Employee may or may not agree to the schedule change, and no change will be instituted without the Employee's consent. The amount of time worked by the Employee agreeing to the schedule change will not exceed the amount of time required to be worked by an Employee working the Pitman schedule. The Employee agreeing to the schedule change will retain the right to return to the Modified Pitman schedule at his/her request.

- 11.04(B) Work in excess of the covered employee's basic work schedule under the Pitman Schedule or in excess of a twelve (12) hour shift shall be considered overtime and shall be paid at an hourly rate of one and one-half (1 ½) times the Employee's base hourly rate based on 2080 hours.

- (a) Except in cases of emergency, no double shifts shall be permitted for those employees working the twelve (12) hour shift schedule.
- (b) Except in cases of emergency, a maximum of six (6) hours overtime may be worked if it is prior to or immediately following an employee's shift.
- (c) Except in cases of emergency, an employee must have six (6) hours off following completion of a shift before returning to work.

- 11.05(B) The granting of time off and the manner in which time is used will remain as stated in the contract.

- (a) Schedule Adjustment Days (SAD) - SAD time will be utilized to prorate the officer's vacation to reflect the number of days that are set forth in this Agreement.
- (b) Holiday pay will remain based on thirteen (13) days consisting of eight (8) hours per day – 104 hours.

- 11.06(B) The Officers of PBA Local 206 will work a total of 2080 hours (173.4) days in a calendar year. The Modified Pitman Schedule pursuant to this Agreement states that the officer will work a total of 2184 hours (182 days). The difference of 156 hours (13 days) calculated at time and a half will be utilized by the officer as schedule adjustment time.

- (a) Requests for SAD must be submitted to the Chief by a date or dates he sets. A maximum of one officer per shift may be permitted SAD. The days will be granted as long as there is adequate coverage on the shift.
 - i. Each officer may convert up to three (3) schedule adjustment days into hours to be used as adjustment hours.
- (b) Requests for schedule adjustment days after Memorial Day will only be submitted after the vacation schedule has been posted.

- (c) All schedule adjustment time/hours must be used within the calendar year and will not carry over to the next year.
- (d) Schedule Adjustment Time shall not accrue for extended leaves of absence, such as military leave, maternity leave, leaves of absence, injury or illness occurring in the line of duty requiring time off for treatment or rehabilitation in excess of ninety (90) calendar days or off-duty illness or injury in excess of thirty (30) days.
- (e) Schedule Adjustment Time shall be straight time, not calculated as overtime.

11.07(B)

Each officer will utilize schedule adjustment hours as set forth below in order to remain at the appropriate number of vacation hours based on his/her length of service as stated in "Appendix "C."

- (a) Officers with less than one (1) year of service will utilize twenty-eight (28) schedule adjustment hours to give him/her seven (7) working days off annually as vacation days. Remaining schedule adjustment time – 128 hours/10.7 days.
- (b) Officers with more than one (1) year but less than six (6) years of service will utilize forty-eight (48) schedule adjustment hours to give him/her twelve (12) working days off as vacation days. Remaining schedule adjustment time – 108 hours/9 days.
- (c) Officers with at least six (6) years but less than seven (7) years of service will utilize fifty-six (56) schedule adjustment hours to give him/her fourteen (14) working days off as vacation days. Remaining schedule adjustment time – 100 hours/8.3 days.
- (d) Officers with at least seven (7) years but less than eight (8) years of service will utilize sixty (60) schedule adjustment hours to give him/her fifteen (15) working days off as vacation days. Remaining schedule adjustment time – 96 hours/8 days.
- (e) Officers with at least eight (8) years but less than nine (9) years of service will utilize sixty-four (64) schedule adjustment hours to give him/her sixteen (16) working days off as vacation days. Remaining schedule adjustment time – 40 hours/3.3 days.
- (f) Officers with at least nine (9) years but less than ten (10) years of service will utilize sixty-eight (68) schedule adjustment hours to give him/her seventeen (17) working days off as vacation days. Remaining schedule adjustment time – 88 hours/7.3 days.
- (g) Officers with at least ten (10) years but less than eleven (11) years of service will utilize seventy-two (72) schedule adjustment hours to give him/her eighteen (18) working days off as vacation days. Remaining schedule adjustment time – 84 hours/7 days.
- (h) Officers with at least eleven (11) years but less than twelve (12) years of service will utilize seventy-six (76) schedule adjustment hours to give him/her nineteen (19) working days off as vacation days. Remaining schedule adjustment time – 80 hours/6.7 days.
- (i) Officers with at least twelve (12) years but less than thirteen (13) years of service will utilize eighty (80) schedule adjustment hours to give him/her twenty (20) working days off as vacation days. Remaining schedule adjustment time – 76 hours/6.3 days.
- (j) Officers with at least thirteen (13) years but less than (14) years of service will utilize eighty-four (84) schedule adjustment hours to give him/her twenty-one (21) working days off as vacation days. Remaining schedule adjustment time – 72 hours/6 days.

- (k) Officers with at least fourteen (14) years but less than fifteen (15) years of service will utilize eighty-eight (88) schedule adjustment hours to give him/her twenty-two (22) working days off as vacation days. Remaining schedule adjustment time – 68 hours/5.7 days.
- (l) Officers with at least fifteen (15) years but less than sixteen (16) years of service will utilize ninety-two (92) schedule adjustment hours to give him/her twenty-three (23) working days off as vacation days. Remaining schedule adjustment time – 64 hours/5.3 days.
- (m) Officers with at least sixteen (16) years but less than seventeen (17) years of service will utilize ninety-six (96) schedule adjustment hours to give him/her twenty-four (24) working days off as vacation days. Remaining schedule adjustment time – 60 hours/5 days.
- (n) Officers with at least seventeen (17) or more years of service will utilize (100) schedule adjustment hours to give him/her twenty-five (25) working days off as vacation days. Remaining schedule adjustment time – 56 hours/4.7 days.

11.08(B) All Employees covered by this Section of the Agreement shall be entitled to and shall receive thirteen (13) paid holidays per year at their respective hourly rate as per Section 23.00

All the above holidays shall be listed in Appendix "E" of this Agreement.

11.09(B) Any officer attending a full or half day police academy course will return to work to complete the remainder of his/her twelve (12) hour shift. Any officer assigned to police training on a day he/she is scheduled for duty may use the schedule adjustment time in lieu of returning to duty if staffing levels permit. The Chief of his designee may temporarily adjust an employee's schedule to eight (8) hour shifts for police academy courses lasting an extended period of time. SAD shall not accrue during the extended training period.

11.10(B) The provisions of this section of the Agreement shall be applicable only to those covered employees the Chief of Police has assigned to work under the Modified Pitman Schedule. All other covered employees shall continue to be governed under the provisions of Section 11.00 of the Agreement.

12.00 HOURLY RATE

12.01 The sum of the Employee's yearly base salary, his longevity pay, his college pay, his shift differential, and his holiday pay shall be divided by 2080 hours to determine the hourly rate of pay.

13.00 COURT TIME

13.01 Court time, as referred to in this Article, shall consist of all time, excluding regular tours of duty, during which an Employee covered under this Agreement shall be required to attend a Municipal Court, County Court, Superior Court, Grand Jury proceeding, or other Courts or Administrative Bodies as a direct result of his official duties.

13.02 Such required court time shall be compensated at time and one-half.

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

13.04 The amount of overtime to which an Employee may be entitled under this Article shall be the actual time required including waiting time in the Court or Administrative Body, together with any applicable travel time, provided, however, that the Employee's entitlement to overtime under this Article shall not be less than one (1) hour of overtime.

14.00 TRAINING PAY

14.01 The Employer agrees to compensate all Employees covered under this Agreement at the time and one-half rate for attending required training courses on their own time.

15.00 STANDBY TIME

15.01 Standby time shall be considered as time worked if the Employee is required by the Employer to remain in a fixed position or location.

16.00 RECALL

16.01 Any Employee who is called back to work after having completed his regular scheduled shift or during a scheduled day off shall be guaranteed two (2) hours of work or pay at the overtime rate.

17.00 SHIFT CHANGES

17.01 The Employer agrees that it will not unreasonably adjust shifts so as to avoid overtime to Employees covered by this Agreement.

18.00 LONGEVITY

18.01 In addition to all wages and all payments, each Employee hired prior to January 1, 1999, shall be entitled to a longevity payment as set forth in Appendix "B."

19.00 UNIFORMS

19.01 The Employer agrees to furnish each Employee with the required uniforms, including uniform shoes, and shall replace same, or any part thereof, which has been damaged, within thirty (30) days notification of same by the Employee, all pursuant to present practice.

19.02 The Employer agrees to pay each Employee covered by this Agreement an annual uniform cleaning allowance of \$400.00 per year.

20.00 PBA REPRESENTATIVES

- 20.01 The Employer agrees to grant the necessary time off without loss of pay to one member of the Association or his alternate selected by the members of the Association as delegate to attend any State or National Convention of the New Jersey Policeman's Benevolent Association.

21.00 VACATIONS

- 21.01 The vacation allowance shall be as set forth in this Agreement in Appendix "C".
- 21.02 When in any calendar year the vacation or any part thereof is not granted by reason of police activities, they shall be granted during the next succeeding year, provided, however, that the vacation time carried over shall not be taken in conjunction with or added to the vacation time for the present year. However, the provisions listed above shall not apply to any vacation request submitted after October 1st.
- 21.03 If an Employee is on vacation and becomes sufficiently ill so as to require hospitalization for four days or more, he may have such period of illness and post hospital recuperation period charged against sick leave at his option upon proof of hospitalization and a physician's certificate.
- 21.04 No Employee who is on vacation shall be recalled except in a case of full mobilization of the Department by the Chief of Police to meet a clear and present emergency confronting the Employer.
- 21.05 Vacations shall be selected on a seniority basis which shall be established by the Department as is presently in use.
- 21.06 Employees shall have the option of receiving pay in lieu of vacations by agreement with the Chief of Police.

22.00 PERSONAL LEAVE

- 22.01 Each Employee shall have three (3) personal leave days per year. For purposes of this clause, an Employee shall not be required to advise his superior of the reason for the personal leave days but shall be required to notify his superior at least twenty-four (24) hours in advance of such personal leave, except in cases of emergency.

23.00 HOLIDAYS

- 23.01 All Employees covered by this Agreement shall be entitled to and shall receive thirteen (13) paid holidays per year at their respective hourly rate.
- 23.02 All the above holidays shall be listed in Appendix "E" of this Agreement.

24.00 SICK LEAVE

- 24.01 An Employee shall be eligible to receive full pay and benefits when he is unable to work due to a verifiable sickness, injury, or illness.

- 24.02 The Employee shall be required to report any sickness, injury, or illness as soon as practicable to his commanding officer.
- 24.03 An Employee may reasonably be required to present proof of any sickness, injury, or illness upon request of the Employer.
- 24.04 An Employee may be required to reasonably undergo any medical examinations or tests requested by the Employer.
- 24.05 If it appears to the Employer that an Employee who is out pursuant to this section will probably not be able to return to work due to such sickness, injury or illness, the Employer may reasonably require that appropriate pension papers be submitted to the New Jersey State Police and Fireman's Pension System on or after an absence of one year due to sickness, injury, or illness.
- 24.06 Any abuse of the within sick leave policy shall cause the Employee to be subject to disciplinary action including suspension and/or dismissal.
- 25.00 WORK INCURRED INJURY**
- 25.01 Where an Employee covered under this Agreement suffers a work-connected injury or disability, the Employer shall continue such Employee at full pay, during the continuance of such Employee's inability to work. During this period of time, all temporary disability benefits accruing under the provisions of the Workmen's Compensation Act shall be paid over to the Employer.
- 25.02 The Employee shall be required to present evidence by a certificate from a responsible physician that he is unable to work. The Employer may require the said Employee to present an additional certificate from the Police Surgeon.
- 25.03 In the event the Employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Employer or by its insurance carrier, then, and in that event, the burden shall be upon the Employee to establish such additional period of disability by obtaining a judgment in the Division of Workmen's Compensation or by the final decision of the last reviewing court, which shall be binding upon the parties.
- 25.04 For the purpose of this Article, injury or illness incurred while the Employee is acting in an Employer authorized activity shall be considered in the line of duty.
- 25.05 In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of the appropriate Workmen's Compensation judgment, or, if there is an appeal therefrom, the final decision of the last reviewing court.
- 25.06 An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon by the parties.

26.00 BEREAVEMENT LEAVE

- 26.01 All permanent full time Employees covered by this Agreement shall be entitled to three (3) days leave with pay upon the death of a member of his immediate family.
- 26.02 Immediate family shall include spouse, children, parents, brothers, sisters, and grandparents of Employees or spouse.
- 26.03 Such bereavement leave shall not be charged against the Employee's vacation or sick leave.
- 26.04 Any extension of absence under this Article, however, may, at the Employee's option and with the consent of the Department Head, be charged against available vacation time or be taken without pay for a reasonable period.
- 26.05 In the case of unusual circumstance not specifically covered in this Article, bereavement leave may be granted or extended at the discretion of the Chief of Police or the Chairman of the Police Committee.

27.00 LEAVE OF ABSENCE

- 27.01 All permanent full time Employees covered under this Agreement may be granted a leave of absence without pay for a period not to exceed ninety (90) days.
- 27.02 The Employee shall submit in writing all facts bearing on the request to the Chief of Police or his designated representative who shall append his recommendations and forward the request to the Borough Clerk. The Mayor and Council shall consider each case on its merits and without establishing precedent. The Employer will not unreasonably deny an employee's request for leave of absence.
- 27.03 This leave is subject to renewal for reasons of personal illness, disability or other reasons deemed proper and approved by the Employer. Normally, it shall be granted only when the Employee has used his vacation leave if leave without pay is requested for reasons other than illness. This section cannot be utilized by an Employee to seek other employment. A violation of this section shall subject Employees to disciplinary proceedings.
- 27.04 At the expiration of such leave, the Employee shall be returned to the position from which he is on leave.
- 27.05 Seniority shall be retained but shall not accrue during such leave.

28.00 MEDICAL CONTRACT

- 28.01 The Employer will provide and pay for medical insurance coverage for all Employees covered by this Agreement and their families. The plan of medical insurance coverage to be provided shall be the New Jersey State Health Benefits Plan, including any coverage options made available to Employees by the State Health Benefits Plan, a copy of said plan being annexed hereto and incorporated by reference herein.

Any substitute medical insurance program must be agreed upon by both parties, said consent not unreasonably withheld or delayed.

If a substitute plan contains an increase in the amount of the deductible or co-insurance to be paid by the Employees, its rejection by the employees shall not be deemed unreasonable. In the event the parties cannot agree on a substitute medical insurance program within thirty (30) days of presentation to the Employees, the parties shall submit the matter to an expedited arbitration consistent with the rules of the Public Employment Relations Commission. The existing medical coverage shall not be changed until the matter has been fully arbitrated.

28.02 The Doctor/Patient (Employee) confidentiality shall remain in effect at all times. The Employer shall have no right to access an Employee's medical information, and no right to require an Employee to divulge such information as a condition for payment of medical expenses, for pre-authorization of medical treatment or for any other reason.

28.03 The Employer agrees to provide the same medical coverage to dependents that is provided to Employees. In addition, whereas the Plan covers dependent children until age 26, coverage for a dependent child ends on December 31st of the year in which the child turns 26. This medical coverage may be provided through COBRA, if available. The Employee shall forward a copy of any termination notice he or she receives to the Employer within five (5) days of its receipt upon a dependent reaching the age of 26, as the case may be, so that the Employer can provide for the extended coverage through COBRA.

In addition to the minimum coverage guaranteed by this Paragraph, effective for plan years commencing on or after October 1, 2010, dependent children will be covered to the maximum extent required by state and federal law.

28.04 Subject to the coverage limitations in section 28.09, in the event that a Retired Employee, who is entitled to medical insurance coverage hereunder, has moved out of the network area of the Plan, the Employer shall provide said Retired Employee(s) with medical insurance coverage that is at least equal to that provided to current Employees, in the area in which the Retired Employee resides.

28.05 All increases in premiums during the term of this Agreement shall be borne entirely by the Employer, but increased premiums shall be a ground for substituting the medical insurance program, as set forth in section 28.01.

28.06 The Employer agrees to provide all Employees, and their families, with a dental plan equivalent to that presently available through Horizon Blue Cross & Blue Shield, a copy of said plan being annexed hereto and incorporated by reference herein. Said plan shall include, but not be limited to, the following: a \$1,000.00 maximum benefit limit per person each year and an Orthodontics rider with a maximum lifetime benefit of \$800.00 per person. Coverage for dependent children who are not full-time students will end at age 19. Coverage for dependent children who are full-time students carrying a minimum of 12 credits will end on their 23rd birthday or on the last day of the calendar month the student qualification ceases to be met, whichever occurs first.

28.07 The Employer agrees to provide all Employees, and their families, with all Eye Examination and Optical Service Benefit rider similar to that presently available through the Vision Service Plan, a copy of said plan being annexed hereto and incorporated by reference herein. The Employer

agrees to reimburse each Employee for the co-pay for each eye examination received by the Employee and/or his or her family members. Unmarried dependents receive this coverage until age 24.

28.08 Commencing January 1, 1984, the Employer shall provide and pay for complete physical examinations, once every three years, for each Employee who is or becomes 35 years of age or older.

28.09 (a) For all employees hired on or before January 1, 2006, upon the retirement of any Employee who has served twenty-five (25) years or more as a Police Officer, or who has completed twenty-five (25) years of service credit with the Police and Fireman's Retirement System (PFRS), the Employer will provide the retired Employee and his/her Spouse (the "Qualified Retirees") with such medical coverage as is provided to active Employees hereunder including family coverage if the Qualified Retirees have qualifying dependents. The coverage provided for a Qualified Retiree as defined in the preceding sentence shall terminate, however, upon the occurrence of the earliest of the following events: (A) the Qualified Retiree becomes sixty-five (65) years of age or otherwise becomes eligible for Medicare or similar governmental insurance program then in effect; (B) the Qualified Retiree becomes eligible for comparable insurance through his/her employment or that of his/her spouse; (C) the death of the Qualified Retiree. Any Qualified Retiree whose insurance coverage is terminated due to the occurrence of either (A) or (B) of the foregoing may elect to have said insurance coverage continue in effect, provided such Qualified Retiree reimburses the Employer for the full cost and expense thereof.

(b) For Employees hired after January 1, 2006 but before February 9, 2021, upon the retirement of any Employee who has served twenty-five (25) years or more as a Police Officer, or has completed twenty-five (25) years of service credit with the Police and Fireman's Retirement system (PFRS) (the "Senior Retired Employee"), the Employer will provide the Senior Retired Employee and his/her spouse with such medical coverage as is provided to active Employees hereunder including family coverage if the Senior Retired Employee has qualifying dependents. The coverage provided for in the preceding sentence shall terminate, however, upon the occurrence of the earliest of the following events; (A) the Senior Retired Employee becomes sixty-five (65) years of age or otherwise becomes eligible for Medicare or similar governmental insurance program then in effect; (B) the Senior Retired Employee becomes eligible for comparable insurance through employment of his/her spouse; (C) the death of the Senior Retired Employee and his/her spouse. Any Senior Retired Employee whose insurance coverage is terminated due to the occurrence of either (A) or (B) of the foregoing, may elect to have said insurance coverage continue in effect, provided said Senior Retired Employee or his/her spouse reimburses the Employer for the full cost and expense thereof.

(c) For Employees hired on or after February 9, 2021, upon the retirement of any Employee who has served twenty-five (25) years or more as a Police Officer or has completed twenty-five (25) years of service credit with the Police and Fireman's Retirement system (PFRS) (the "Senior Retired Employee"), the Employer will provide only the Senior Retired Employee with such medical coverage as is provided to active Employees hereunder. The Employer will not provide family coverage, parent-child coverage, or member-spouse coverage to the Senior Retired Employee. The coverage provided for in the preceding sentence shall terminate, however, upon the occurrence of the earliest of the following events; (A) the Senior Retired Employee becomes sixty-five (65) years of age or otherwise becomes eligible for Medicare or similar governmental insurance program then in effect; (B) the Senior Retired Employee becomes

eligible for comparable insurance through employment of his/her spouse; (C) the death of the Senior Retired Employee.

- 28.10 Commencing January 1, 1986, in the event that an Employee is required by the New Jersey State Police and Fireman's Pension System to retire due to a service-related disability, said Employee may elect to have his Medical Coverage, as provided for hereunder, continue in effect, provided said Employee reimburses the Employer for the full cost and expense thereof.
- 28.11 (a) For employees hired on or before January 1, 2006, the service time qualification provisions of Section 28.09 hereof notwithstanding, in the event that an Employee is required by the New Jersey State Police and Fireman's Pension System to retire due to an injury or injuries sustained due to an accident or assault occurring while said Employee is on duty as a Police Officer, the Employer shall provide said Employee and his/her spouse with the medical coverage as is provided under Section 28.09 (a) to "Qualified Retirees" upon the same terms and conditions set forth in Section 28.09(a).
- (b) For Employees hired after January 1, 2006, the service qualification provisions of Section 28.09(b) notwithstanding, in the event that an Employee is required by the New Jersey State Police and Fireman's Pension System to retire due to an injury or injuries sustained due to an accident or assault occurring while said Employee is on duty as a Police Officer, the Employer shall provide said Employee and his/her spouse with the medical coverage as is provided under Section 28.09 (b) to "Senior Retired Employees" under the same terms and conditions set forth in Section 28.09(b).
- 28.12 (a) In addition to the foregoing, subject to the terms and conditions of the Resolution adopted by the Mayor and Council on November 14, 1994, a copy of which is annexed hereto as Appendix "F" and incorporated by reference herein, the Borough shall pay one-half (1/2) of the cost of providing supplementary medical benefits (supplementing Medicare benefits or similar governmental insurance program then in effect) to police officers employed by the Borough as of the date of said Resolution who subsequently retire and to their spouses from the time the retired police officer and his/her spouse reaches the age of sixty-five (65), or otherwise becomes eligible for Medicare or similar governmental insurance program then in effect, to the death of the retiree and his/her spouse provided the police officer retires following twenty-five (25) years of service with the Borough, or retires after completing twenty-five (25) years of service credit with the Police and Fireman's Retirement System, or retires as the result of an accidental disability. The retired employee and/or his or her spouse shall not be entitled to dental and vision coverage under this paragraph except that, if requested by the retired employee, the Borough will provide such dental and vision care coverage as is provided to current employees for the retired employee and his or her spouse at the sole cost of the retired employee.
- (b) For those employees hired on or after February 9, 2021, post-retirement health insurance coverage shall be limited to single health insurance coverage until the employee is eligible for Medicare and then no further coverage.
- 28.13 On the Employer's request, the Association agrees to participate in a committee composed of two members of the Association, two members of the DPW Association, two borough representatives, and such other persons as may be deemed necessary or appropriate upon the following terms: The committee will not be established prior to two years from the date of execution of this Agreement. The committee will review existing medical insurance coverage

for Borough employees and potential alternatives. Any action or recommendation of this Committee shall not be binding upon the Borough or the Association.

28.14 All active and retired Employees shall contribute towards the cost of their healthcare insurance premiums at the same levels as per the schedule of payments established by Chapter 78, P.L. 2011.

28.15 Deleted

28.16 Effective with the execution of this Agreement, Employees shall be permitted to opt out of the health care coverage provided by the Borough. Employees who choose to opt out of coverage must provide adequate evidence to the Borough of alternate health care coverage for the Employees and all qualified dependents. If the Employee chooses to opt out, the Employee shall not be responsible for the payment of premium contribution set forth in Paragraph 28.14 and shall receive twenty-five (25%) of the premium costs saved by the Borough subject to any limitations provided by applicable law. Any Employee who has opted out of coverage shall be permitted to reenroll at any time upon the termination of the Employee's alternate coverage and at least once annually during an established period of open enrollment provided pursuant to the plan.

29.00 INSURANCE

29.01 The Employer will continue to provide, so long as said insurance is available, existing insurance coverage to Employees covered under this Agreement, protecting them from civil suits arising out of the performance of their duties, including, but not limited to the following: False arrest, malicious prosecution, libel, slander, defamation of character, violation of the right of privacy, invasion of the right of privileged occupancy, and the invasion of civil rights.

29.02 The Employer will also pay the fees, at rates not to exceed those paid to the Borough Attorney, of any attorney selected by said Employee, to defend him in any civil action by reason of his performance of official duties for the Employer. This provision does not apply to departmental charges or disciplinary proceedings, which shall be governed by N.J.S.A. 40A:14-155.

30.00 DEATH BENEFITS

30.01 If any Employee has died or shall have died as a result of injury sustained in the course of the performance of his or her duties, then the surviving wife/husband shall be eligible to receive a payment equal to one year's salary at the rate the deceased Employee was receiving at the time of his/her death. In the event the deceased Employee shall leave no widow or widower surviving but shall leave minor children under the age of 18 years, then, in such event, the said sum shall be paid to each minor child or children equally, share and share alike. This benefit is to be considered separate and apart from other benefits which the Employee or his estate may be entitled to at the time of his/her death.

31.00 BULLETIN BOARD

31.01 The Employer will supply one bulletin board for the use of the Association to be placed in a conspicuous location.

31.02 The bulletin board shall be for the use of the Association for the posting of notices and bulletins

pertaining to Association business and activities or matters dealing with the welfare of the Employees.

- 31.03 No matter may be posted without receiving permission of the officially designated Association representative.

32.00 CEREMONIAL ACTIVITIES

- 32.01 In the event of a Police Officer in another department in the State of New Jersey is killed in the line of duty, the Employer will permit at least two uniformed Police Officers of the Department to participate in funeral services for the deceased Officer.
- 32.02 Subject to the availability of same, the Employer will permit a department vehicle to be utilized by the members in the funeral service.
- 32.03 Police Officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral services unless otherwise agreed to by the Chief of Police and the Police Commissioner.

33.00 PERSONNEL FILES

- 33.01 A separate personal history file shall be established and maintained for each Employee covered by this Agreement; personal history files are confidential records and shall be maintained in the office of the Chief of Police.
- 33.02 Any member of the Police Department may by appointment review his personal history files, but this appointment for review must be made through the Chief of Police or his designated representative.
- 33.03 Whenever a written complaint concerning a Police Officer or his actions is to be placed in his personal history file, a copy shall be made available to him, and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file.
- 33.04 All personal history files will be carefully maintained and safeguarded permanently. If a negative report, complaint, or document is placed in an Employee's file, and no action, either criminal or disciplinary, is taken by appropriate authorities within six (6) months of said date, the Employee in question shall have the right to have removed from his file(s) the document and all references to said document, including responses thereto. The same shall apply to documents prior to the execution of this Agreement.

34.00 MILITARY LEAVE

- 34.01 Military leave for Employee's training or service with the National Guard or the Armed Forces of the United States will be granted in accordance with the laws applying to such cases.

35.00 PENSION

- 35.01 The Employer shall provide pension and retirement benefits to Employees covered by this

Agreement pursuant to provisions of the Statutes and Laws of the State of New Jersey.

36.00 GRIEVANCE PROCEDURE

36.01 To provide for the expeditious and mutual satisfactory settlement of any grievance arising with respect to complaints occurring under this Agreement, the following procedures shall be used.

36.02 For the purpose of this Agreement, the term "Grievance" means any complaint, difference or dispute between Employer and any Employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement or any applicable rule or regulation.

36.03 The procedure for the settlement of grievances shall be as follows:

(a) STEP ONE

In the event that an Employee covered by this Agreement has a grievance, within twenty (20) working days of the occurrence of the event being grieved, the Employee shall discuss it informally with his immediate superior. The superior shall decide the grievance within two (2) working days after the grievance is first presented to him.

(b) STEP TWO

If no satisfactory resolution of the grievance is reached at Step One, then within two (2) working days the grievance shall be presented in writing, to the Chief of police, or his designee. The Chief shall render a decision within five (5) working days after the grievance was first presented to him.

(c) STEP THREE

If no satisfactory resolution of the grievance is reached at Step Two, then within five (5) working days the Association shall request the Borough Clerk to place the grievance on the Mayor and Council's agenda together with copies of all previous correspondence relating to the matter in dispute. The Mayor and Council may give the Association the opportunity to be heard and will give its decision, in writing, within fifteen (15) working days of the receipt of the written grievance.

(d) STEP FOUR

If no satisfactory resolution of the grievance is reached at Step Three, the Employee or the Association may refer the matter to the PERC for the selection of an Arbitrator. The parties will pay their respective costs for arbitration, and the decision of the arbitrator shall be final and binding upon the parties.

37.00 SAVING CLAUSE

37.01 It is understood and agreed that if any portion of this Agreement or application of this Agreement to any person or circumstances shall be invalidated by Statute, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

37.02 If any such provisions are invalidated by Statute, the Employer, and the Association will meet for the purpose of negotiating changes made necessary by applicable law.

38.00 OFF DUTY POLICE ACTION

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

(a) Any action taken by a member of the force on his time off, which would have been taken by an Officer on active duty if present or available shall be considered police action, and the Employee shall have all the rights and benefits concerning such action as if he were then on active duty.

(b) Recognizing that the Employer and its residents benefit from the additional protection afforded them by off-duty Police Officers, and further recognizing the weighty responsibility and hazards confronting such off-duty Police Officers, the Employer agrees to pay such Employees an additional sum to be added to the regular and periodic payments such Employees receive in the following amount:
\$1.00 (one dollar) per year for off-duty time.

39.00 MILEAGE ALLOWANCE

39.01 Whenever an Employee shall be required to use his personal vehicle in any job connected capacity, he shall be entitled to an allowance of \$.20 cents per mile.

40.00 MATERNITY LEAVE

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

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

41.00 SAFETY AND HEALTH

41.01 The Employer shall at all times maintain existing working conditions to ensure maximum safety for all Employees and shall provide Employees with appropriate equipment and devices toward that end.

42.00 TELEPHONE

42.01 Each Employee shall be required to submit his home phone number to the Department and shall be required to report any change of his home phone number.

42.02 The Department shall not release the Employee's home phone number to anyone without an express and written authorization executed by the Employee.

43.00 NO WAIVER

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

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

44.00 UNIFORM REGULATIONS

44.01 While the parties agree that a full and complete uniform and the use thereof by the Employee has an affirmative impact upon an Officer's image, it is recognized that the use of the Police hat while riding in a patrol vehicle can cause inconvenience and discomfort to the Employee.

44.02 The parties, therefore, agree that an Employee may remove his uniform hat while riding in an official patrol vehicle.

45.00 POLICE VEHICLES

45.01 All Police vehicles purchased after the execution of this Agreement shall have the same or similar equipment as presently exists in patrol car #601.

46.00 FACILITIES

46.01 All police quarters shall have adequate air conditioning, heating, hot water, sanitary facilities, and reasonable private locker rooms.

47.00 SENIORITY

47.01 Traditional principles of seniority shall apply to Employees covered by this Agreement. Such principles shall apply to lay-off, recall, transfer, and any other similar acts. Seniority is defined to mean the accumulated length of service with the Department. Time in service by date of appointment shall apply. An Employee's length of service shall not be reduced by time lost due to injury or illness in the line of duty. An injury or illness in the line of duty must be certified by the Police Surgeon.

48.00 MEAL ALLOWANCE

48.01 An Employee who is obligated to go outside of the Borough a distance of five (5) miles or more on official duty shall receive a meal allowance of \$5.00 per tour.

49.00 EDUCATION

49.01 Educational credits shall be paid pursuant to Appendix "D".

50.00 PRIORITY FOR OVERTIME

50.01 Overtime will be offered to regular full-time Officers first before it is offered to any other person and said overtime shall be offered on a rotating basis to each member with the lowest number of hours and/or opportunity using a departmentally agreed upon policy, pursuant to present practice.

51.00 REPLACEMENTS

- 51.01 In accordance with present practice, no full time Employees covered by this Agreement shall be replaced by any non-police part-time or other personnel.
- 51.02 No post presently filled by a full-time Employee covered by this Agreement shall be covered by any non-police part-time or other personnel.

52.00 EXCUSED ABSENCE

- 52.01 Excused absences are defined as any authorized absences from scheduled hours of work for which no deductions are made from the Employee's compensation, and which are not attributable to other absences under the following circumstances:

(a) Time necessary for involuntary participation in governmental proceedings such as jury duty, draft board examinations, Workman's Compensation Board hearings or appearances in Court as a subpoenaed witness in a non-job-related matter.

(b) Any eligible Employee who desires to vote in a general election, primary election, special election or local election in the community where he resides, and who is required to work on the day of such election, and whose hours of work are such that it would be difficult or impossible for him to vote, shall be granted two (2) hours of excused time off to vote. Such time off shall be allowed only at the beginning or the end of the Employee's tour of duty as designated by his supervisors.

(c) One day shall be granted in connection for the wedding of the Employee.

(d) One day shall be granted when the Employee's wife gives birth.

(e) One day shall be granted when the Employee who is the head of a household moves his family from one permanent residence to another.

(f) Illness of spouse when pre-school or disabled child needs care, or illness of minor (pre-school) child when Employee is the only adult in the household responsible for the minor child's care (limited to a total of two paid days off per calendar year).

54.00 UNIT MEMBERSHIP

- 54.01 Membership in the Employee Organization (PBA Local 206, Old Tappan Unit), hereinafter in this clause called the PBA, is not compulsory. Regular Employees have the right to join, not join, maintain, or drop their membership within the PBA, as they see fit. Neither party shall exert any pressure on or discriminate against any Employee as regarding such matter.

- 54.02 Membership in the PBA is separate, apart, and distinct from the assumption by one of the equal obligations to the extent that he has received equal benefits. The PBA is required under this Agreement to represent all of the Employees bargaining unit fairly and equally without regard to PBA membership. The terms of this Agreement have been made for all Employees in the bargaining unit not only for members in the PBA, and this Agreement has been executed by

the Employer after it had satisfied itself that the PBA is a proper majority representative.

54.03 Accordingly, it is fair that each Employee in the bargaining unit pay his own way and assume his fair share of the obligation along with a grant of equal benefit contained in this Agreement.

54.04 In accordance with the policy set forth in this clause, all Employees in the bargaining unit shall pay to the PBA, and the Employer shall deduct from each Employee's regular pay, an amount of money equal to that paid by other Employees in the bargaining unit who are members of the PBA, which shall be limited to an amount of money equal to the union's regular and usual dues.

54.05 The PBA shall annually advise the Employer of the amount to be deducted from the Employee's regular pay pursuant to this clause.

55.00 SHIFT DIFFERENTIAL

55.01 Each Employee covered by this Agreement shall receive, in addition to his base salary, five percent (5%) of his base annual salary.

56.00 RETIREMENT INCENTIVE

56.01 The Employer agrees to provide each Employee with a payment equal to fifty percent (50%) of the Employee's base annual salary at the time of the Employee's retirement based on the following conditions:

1. The Employee must retire at the completion of his/her twenty-fifth (25th) year of service with the Employer, or at the completion of his/her twenty-fifth (25th) year of service credit with the Police and Fireman's Retirement System (PFRS).

2. The Employee must provide the Employer with a written "notice of intent" to retire at least one (1) year prior to the Employee's retirement date.

56.02 Should the Employee decide not to retire, after submitting his/her "notice of intent" nothing contained in this section shall be construed to require the Employee to retire.

57.00 OFF DUTY WEAPONS

57.01 Each newly hired member of the Department shall receive off-duty weapons paid for and supplied by the Borough of Old Tappan.

57.02 All Officers, those having received off-duty weapons from the Borough and those who will have received reimbursement from the Borough, will be obligated to return such off-duty weapons to the Borough upon leaving the employment of the Borough.

58.00 OUTSIDE CONTRACTOR DETAILS

58.01 All Police Officers shall be entitled to a minimum of four hours of call out time for any outside contractor detail. "Outside Contractor Details" is hereby specifically defined as police work performed by Employees covered by this Agreement that is not done for the Employer. Outside Contractor Details are separate and distinct from Standby Time or Recall as set forth in

Sections 15 and 16. Outside Contractor Details do not include details or police work conducted at Northern Valley Regional High School, Old Tappan Schools or Houses of Worship located in Old Tappan. Any Outside Contractor Detail cancelled within one hour (1 hour) of the start time of the detail will result in four hours of pay at the detail rate. The procedure for covering these details is offered to full-time officers before they are offered to Class I and Class II officers. To remain consistent, Class III officers shall be included in this procedure.

59.00 TOUR COMMANDER PAY

- 59.01 Any Officer who performs the work of tour commander when no other ranking officer is scheduled, will be compensated at a rate of \$7.00 per hour, only if said Officer meets the appropriate criteria allowing them to be eligible for tour commander pay. Ranking officers to include Chief, Captain, Lieutenant, Sergeant.

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59.00

TERM OF CONTRACT

59.01

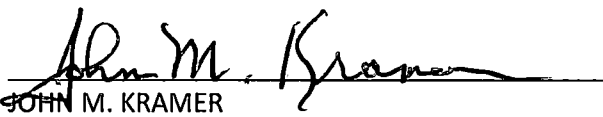
This contract shall take effect on January 1, 2023, and shall expire on December 31, 2023.

IN WITNESS WHEREOF, the parties have hereto entered their hands and seals.

ATTEST:

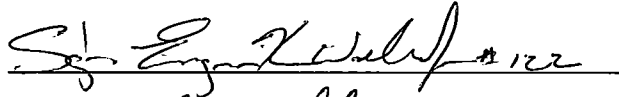
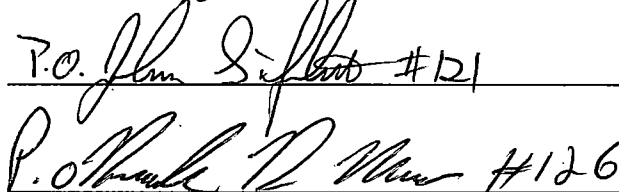

Anna Haverilla
Borough Administrator

BOROUGH OF OLD TAPPAN


JOHN M. KRAMER
Mayor

PBA LOCAL 206 (OLD TAPPAN UNIT)

ATTEST:


P.O. John Sifert #121

P.O. Frank D. Mear #126

**APPENDIX "A(1)" - SALARIES AND WAGES - Deleted And Replaced By Appendix "A(6)" As Of
1/1/23**

(Employees Hired on or before December 31, 2005)

RATES OF PAY FOR ALL EMPLOYEES

	Effective 1/1/2019 6 mos 1%	Effective 7/1/2019 6 mos 1%	Effective 1/1/2020 2%	Effective 1/1/2021 2%	Effective 1/1/2022 2%
CAPTAIN	\$153,849	\$155,388	\$158,496	\$161,665	\$164,899
LIEUTENANT	\$141,610	\$143,026	\$145,887	\$148,804	\$151,781
SERGEANT	\$132,152	\$133,474	\$136,143	\$138,866	\$141,644
PATROL OFF. 5TH	\$120,952	\$122,161	\$124,604	\$127,096	\$129,638
PATROL OFF. 4TH	\$102,138	\$103,160	\$105,223	\$107,327	\$109,474
PATROL OFF. 3RD	\$86,411	\$87,275	\$89,020	\$90,801	\$92,617
PATROL OFF. 2ND	\$73,337	\$74,070	\$75,552	\$77,063	\$78,604
PATROL OFF. 1ST	\$62,491	\$63,116	\$64,378	\$65,665	\$66,979
PROB. GRADE 2	\$52,329	\$52,852	\$53,909	\$54,988	\$56,087
PROB. GRADE 1	\$46,988	\$47,458	\$48,407	\$49,375	\$50,363

**APPENDIX "A(2)" – SALARIES AND WAGES - Deleted And Replaced By Appendix "A(6)" As Of
1/1/23**

(Employees Hired on or after January 1, 2006)

RATES OF PAY FOR ALL EMPLOYEES

	Effective 1/1/2019 6 mos @1%	Effective 7/1/2019 6 mos @ 1%	Effective 1/1/2020 2%	Effective 1/1/2021 2%	Effective 1/1/2022 2%
CAPTAIN	\$153,849	\$155,388	\$158,496	\$161,665	\$164,899
LIEUTENANT	\$141,610	\$143,026	\$145,887	\$148,804	\$151,781
SERGEANT	\$132,152	\$133,474	\$136,143	\$138,866	\$141,644
PATROL OFF. 8 TH	\$120,952	\$122,161	\$124,604	\$127,096	\$129,638
PATROL OFF. 7 TH	\$109,902	\$111,001	\$113,221	\$115,486	\$117,795
PATROL OFF. 6 TH	\$99,861	\$100,859	\$102,877	\$104,934	\$107,033
PATROL OFF. 5 TH	\$90,737	\$91,645	\$93,478	\$95,347	\$97,254
PATROL OFF. 4 TH	\$82,449	\$83,274	\$84,939	\$86,638	\$88,371
PATROL OFF. 3 RD	\$74,916	\$75,665	\$77,178	\$78,722	\$80,296
PATROL OFF. 2 ND	\$68,071	\$68,752	\$70,127	\$71,529	\$72,960
PATROL OFF. 1 ST	\$62,491	\$63,116	\$64,378	\$65,665	\$66,979
PROB. GRADE 2	\$52,329	\$52,852	\$53,909	\$54,988	\$56,087
PROB. GRADE 1	\$46,988	\$47,458	\$48,407	\$49,375	\$50,363

Note: Effective January 1, 2006, for employees hired on or after that date, but prior to January 1, 2015, three additional Patrol Officer steps have been added to the Salary and Wages Appendix, increasing Patrol Officer steps from 5 to 8. All patrol steps have been adjusted accordingly.

APPENDIX "A(3)" – SALARIES AND WAGES - Deleted And Replaced By Appendix "A(6)" As Of 1/1/23

(Employees Hired on or after July 1, 2011)

RATES OF PAY FOR ALL EMPLOYEES

	Effective 1/1/2019 6 mos @1%	Effective 7/1/2019 6 mos @ 1%	Effective 1/1/2020 2%	Effective 1/1/2021 2%	Effective 1/1/2022 2%
CAPTAIN	\$153,849	\$155,388	\$158,496	\$161,665	\$164,899
LIEUTENANT	\$141,610	\$143,026	\$145,887	\$148,804	\$151,781
SERGEANT	\$132,152	\$133,474	\$136,143	\$138,866	\$141,644
PATROL OFF. 10 TH	\$120,952	\$122,161	\$124,604	\$127,096	\$129,638
PATROL OFF. 9 TH	\$111,547	\$112,663	\$114,916	\$117,214	\$119,559
PATROL OFF. 8 TH	\$102,808	\$103,836	\$105,913	\$108,031	\$110,192
PATROL OFF. 7 TH	\$94,752	\$95,700	\$97,614	\$99,566	\$101,557
PATROL OFF. 6 TH	\$86,929	\$87,798	\$89,554	\$91,345	\$93,172
PATROL OFF. 5 TH	\$77,963	\$78,743	\$80,317	\$81,924	\$83,562
PATROL OFF. 4 TH	\$69,610	\$70,306	\$71,712	\$73,147	\$74,610
PATROL OFF. 3 RD	\$61,602	\$62,218	\$63,462	\$64,732	\$66,026
PATROL OFF. 2 ND	\$54,036	\$54,576	\$55,668	\$56,781	\$57,917
PATROL OFF. 1 ST	\$46,987	\$47,457	\$48,406	\$49,374	\$50,362
PROB. GRADE 1	\$40,506	\$40,911	\$41,729	\$42,564	\$43,415

Note: Effective July 1, 2011, for employees hired on or after that date, but prior to January 1, 2015, two additional Patrol Officer steps have been added to the Salary and Wages Appendix, increasing Patrol Officer steps from 8 to 10. All patrol steps have been adjusted accordingly.

APPENDIX "A(4)" – SALARIES AND WAGES - Deleted And Replaced By Appendix "A(6)" As Of 1/1/23

DELETED AND REPLACED BY APPENDIX "A(6)" AS OF 1/1/23

(Employees Hired on or after January 1, 2015)

DELETED AND REPLACED BY APPENDIX "A(5)" AS OF 2/9/21
RATES OF PAY FOR ALL EMPLOYEES

	Effective 1/1/2019 to 12/31/22 4% (one time increase included)
CAPTAIN	\$146,714
LIEUTENANT	\$135,044
SERGEANT	\$126,023
PATROL OFF. 10 TH	\$115,342
PATROL OFF. 9 TH	\$106,374
PATROL OFF. 8 TH	\$98,040
PATROL OFF. 7 TH	\$90,358
PATROL OFF. 6 TH	\$82,897
PATROL OFF. 5 TH	\$74,348
PATROL OFF. 4 TH	\$66,382
PATROL OFF. 3 RD	\$58,745
PATROL OFF. 2 ND	\$51,530
PATROL OFF. 1 ST	\$44,808
PROB. GRADE 1	\$38,628

Note: Employees hired on or after January 1, 2015, shall not receive annual increases except as set forth above until said employees complete their 10th year of service.

APPENDIX "A(5)" – SALARIES AND WAGES - Deleted And Replaced By Appendix "A(6)" As Of 1/1/23

DELETED AND REPLACED BY APPENDIX "A(6)" AS OF 1/1/23

(Employees Hired on or after January 1, 2015)

RATES OF PAY FOR ALL EMPLOYEES

	Effective 1/1/2019 to 12/31/22 (4% one-time increase included)
CAPTAIN	\$146,714
LIEUTENANT	\$135,044
SERGEANT	\$126,023
PATROL OFF. 11 TH	\$117,000
PATROL OFF. 10 TH	\$115,342
PATROL OFF. 9 TH	\$106,374
PATROL OFF. 8 TH	\$98,040
PATROL OFF. 7 TH	\$90,358
PATROL OFF. 6 TH	\$82,897
PATROL OFF. 5 TH	\$74,348
PATROL OFF. 4 TH	\$66,382
PATROL OFF. 3 RD	\$58,745
PATROL OFF. 2 ND	\$51,530
PATROL OFF. 1 ST	\$44,808
PROB. GRADE 1	\$38,628

NOTE: Employees hired on or after January 1, 2015, shall not receive an annual increase except as included within the salary guide.

Effective February 9, 2021, for employees hired on or after January 1, 2015, one additional Patrol Officer step has been added to the Salary and Wages Appendix, increasing Patrol Officer steps from 10 to 11. Patrol Off. 11th (top step of the step guide) shall receive \$117,00.00 annually and a 2% annual salary increase for those officers out of the step guide.

APPENDIX "A(6)" - SALARIES AND WAGES

EMPLOYEES HIRED AS OF OR AFTER JANUARY 1, 2023

RATES OF PAY FOR ALL EMPLOYEES

	Effective 1/1/2023 4%	Effective 1/1/2024 3.60%	Effective 1/1/2025 3.60%
CAPTAIN	\$171,495	\$177,669	\$184,065
LIEUTENANT	\$157,852	\$163,534	\$169,421
SERGEANT	\$147,309	\$152,613	\$158,107
PATROL OFF. 11 TH	\$140,217	\$145,265	\$150,494
PATROL OFF. 10 TH	\$134,824	\$139,677	\$144,706
PATROL OFF. 9 TH	\$124,341	\$128,818	\$133,455
PATROL OFF. 8 TH	\$114,599	\$118,725	\$122,999
PATROL OFF. 7 TH	\$105,620	\$109,422	\$113,361
PATROL OFF. 6 TH	\$96,899	\$100,387	\$104,001
PATROL OFF. 5 TH	\$86,905	\$90,034	\$93,275
PATROL OFF. 4 TH	\$77,594	\$80,387	\$83,281
PATROL OFF. 3 RD	\$68,667	\$71,139	\$73,700
PATROL OFF. 2 ND	\$60,233	\$62,402	\$64,648
PATROL OFF. 1 ST	\$52,376	\$54,262	\$56,215
PROB. GRADE (6mos)	\$45,152	\$46,777	\$48,461

APPENDIX "B" - LONGEVITY

- 1. Longevity shall be calculated at the rate of one and one-half percent (1.5%) of the Employee's base annual salary for every three (3) years of service to a maximum longevity of ten percent (10%)
- 2. Longevity shall be calculated from the Employee's initial date of employment with the Borough of Old Tappan.
- 3. Longevity payments shall not be made to any Employee prior to said Employee reaching his seventh (7th) year of service.
- 4. Those Employees shall continue to receive longevity payments every three (3) years at the rate of one and one-half percent (1.5%) of their annual base salary for every three (3) years of service.
- 5. The following schedule shall be used to determine the longevity increases of all Employees hired by the Borough of Old Tappan prior to January 1, 1999:

<u>YEARS OF SERVICE</u>	<u>PERCENT OF BASE ANNUAL SALARY</u>
During the seventh (7), eighth (8), ninth (9).....	3%
During the tenth (10), eleventh (11), twelfth (12).....	4 1/2%
During the thirteenth (13), fourteenth (14), fifteenth (15).....	6%
During the sixteenth (16), seventeenth (17), eighteenth (18)	7 1/2%
During the nineteenth (19), twenty (20), twenty first (21)	9%
During the twenty second (22), and thereafter	10%

APPENDIX "C" - VACATIONS

LENGTH OF EMPLOYMENT

NUMBER OF VACATION DAYS RECEIVED

Less than six (6) months	Zero (0)	working days
Between six (6) months and one (1) year.....	Seven (7)	" "
During the second (2) year	Twelve (12)	" "
" " third (3) year	Twelve (12)	" "
" " fourth (4) year.....	Twelve (12)	" "
" " fifth (5) year	Twelve (12)	" "
" " sixth (6) year	Fourteen (14)	" "
" " seventh (7) year	Fifteen (15)	" "
" " eighth (8) year.....	Sixteen (16)	" "
" " ninth (9) year.....	Seventeen (17)	" "
" " tenth (10) year	Eighteen (18)	" "
" " eleventh (11) year.....	Nineteen (19)	" "
" " twelfth (12) year	Twenty (20)	" "
" " thirteenth (13) year	Twenty-one (21)	" "
" " fourteenth (14) year	Twenty-two (22)	" "
" " fifteenth (15) year.....	Twenty-three (23)	" "
" " sixteenth (16) year	Twenty-four (24)	" "
" " seventeenth (17) year	Twenty-five (25)	" "

Each Employee's initial date of employment with the Borough of Old Tappan shall be used to calculate his length of service when determining the amount of vacation time due each Employee.

The maximum number of vacation days to which an Employee shall be entitled is twenty-five (25) 8-hour working days.

APPENDIX "D" - EDUCATION

1. Any Employee of the Old Tappan Police Department, hired before January 1, 2015, who wishes to have an education or training, in addition to any provided by the Borough as a requirement of employment, which education or training will result in the improved performance of the Employee's duties and thereby benefit the Borough shall receive payment in support of such training or schooling. Such support shall be paid at the rate of sixty percent (60%) of tuition costs, up to a maximum amount of two thousand and two hundred dollars (\$2,200.00) per year.
2. In order to be eligible to receive such reimbursement, the Employee must maintain a minimum grade of "C", or its equivalent. The Employee must take at least twelve (12) credits annually to qualify for tuition reimbursement. Employees hired after January 1, 2015, shall not receive tuition reimbursement for undergraduate courses.

3. In addition, any Employee, hired before January 1, 2015, who has accumulated college credits or who had obtained a college degree, shall be paid an additional compensation as follows:

<u>DEGREE</u>	<u>OR</u>	<u>CREDITS</u>	<u>ANNUAL COMPENSATION ADJUSTMENT</u>
AA		60	Three percent (3%) of base salary annually.
BS/BA			Four percent (4%) of base salary annually.
MS/MA			Five percent (5%) of base salary annually.

4. Employees hired on or after January 1, 2015, shall be entitled to an annual compensation adjustment of three percent (3%) of base salary annually for obtaining an MS/MA degree and shall receive no additional compensation for any AA or BS/BA degrees completed. Such payments shall not commence until the Employee has successfully completed his/her Borough service so as to place them in the top Patrolman's salary category.
5. All payments made under this education clause shall be folded into the periodic paychecks of Employees.
6. Any educational allowance for a master's degree must be upon courses in Criminal Justice, Public Administration or Police related fields.
7. Any Employee of the Old Tappan Police Department hired after January 1, 1981, who has already obtained a college degree or a sufficient number of credits to comply with the above schedule, shall not be entitled to receive such additional compensation until such time as that Employee has successfully completed his/her Borough service so as to place them in the top Patrolman's salary category. Further, provided that all Employees hired after January 1, 1981, will not be paid for college degrees or the accumulation of college credits in any field other than Criminal Justice, until such Employee has accumulated at least thirty-three (33) college credits in the Criminal Justice Field to receive the BS/BA compensation and at least eighteen (18) such credits to receive the AA compensation.

APPENDIX "E" - HOLIDAYS

1. NEW YEAR'S DAY
2. LINCOLN'S BIRTHDAY
3. WASHINGTON'S BIRTHDAY
4. GOOD FRIDAY
5. EASTER
6. MEMORIAL DAY
7. INDEPENDENCE DAY
8. LABOR DAY
9. COLUMBUS DAY
10. VETERAN'S DAY
11. THANKSGIVING DAY
12. FRIDAY after THANKSGIVING
13. CHRISTMAS DAY

APPENDIX "F" - CERTIFIED COPY OF 1994 BOROUGH RESOLUTION

FROM THE BOROUGH CLERK'S OFFICE
MEDICAL BENEFITS FOR RETIRED
POLICE OFFICERS

(For Councilman N.P. Pappas)

R E S O L U T I O N

WHEREAS, pursuant to N.J.S.A. 40A:10-23, a municipality may provide medical insurance for employees of the municipalities who have retired on disability pension or after twenty-five(25)years of service with the municipality; and,

WHEREAS, the Mayor and Council have negotiated an extension of the collective bargaining agreement between the Borough and the Policeman's Benevolent Association, Local 206 (Hereinafter "the Association"); and,

WHEREAS, the collective bargaining agreement currently provides medical benefits for retirees of the police department who have retired on a disability pension or following twenty-five(25)years of service with the Borough up to the age of sixty-five(65); and,

WHEREAS, the Borough and the Association have agreed, inter alia that the Mayor and Council shall pay one-half(1/2)of the cost of providing supplementary medical benefits(supplementing Medicare benefits)to retired police officers and their spouses from age sixty-five(65)to the death of the retiree and his spouse provided the police officer retired on a disability pension or following twenty-five(25)years of service with the Borough; and,

WHEREAS, the Borough and the Association acknowledge and agree that the Borough may terminate said medical insurance at any time provided sixty(60)days notice of such termination is given to the Association,

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Old Tappan that, in accordance with N.J.S.A. 40A:10-23, the Borough shall pay one-half(1/2)of the cost of providing supplementary medical benefits(supplementing Medicare benefits)to police officers currently employed by the Borough who subsequently retire and to their spouses from the time the retired police officer reaches age sixty-five(65)to the death of the retiree and his spouse provided the police officer retires on a disability pension or following twenty-five(25)years of service with the Borough; and,

BE IT FURTHER RESOLVED, that such coverage shall be provided until the death of the retired police officer and the death of the spouse of a police officer, except that coverage shall terminate for a spouse of a retiree if the spouse survives the retiree and then the spouse of the deceased employee remarries; and,

BE IT FURTHER RESOLVED, that the Mayor and Council may terminate such coverage at any time for any reason provided

Q/R

MEDICAL BENEFITS
RETIRED POLICE OFFICERS

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BE IT FURTHER RESOLVED, that the Mayor and Council may terminate such coverage at any time for any reason provided a minimum of sixty(60)days written notice of such termination is provided to the Association; and,

BE IT FURTHER RESOLVED, that this Resolution shall be incorporated by reference into the collective bargaining agreement between the Borough and the Policeman's Benevolent Association, Local 206; and,

BE IT FINALLY RESOLVED, that a certified copy of this Resolution be forwarded to the Policeman's Benevolent Association, Local 206.

INTRODUCED BY: Councilman Nicholas P. Pappas

SECONDED BY : Councilwoman Anni P. Nalbandian

ROLL CALL : Ayes-4, Nays-0, Absent-2

APPROVED

Edward J. Gallagher
EDWARD J. GALLAGHER
Mayor

ATTEST:

Marie Koehler
MARIE KOEHLER, RMC/CMC
Borough Clerk

DATED: November 14, 1994

RJ