



ORIGINAL

### MEMORANDUM OF AGREEMENT

This memorandum of agreement ("MOA") is entered on this 27 day of MARCH, 2023, between the Borough of Milltown ("Borough") and PBA Local 338 ("Union") (collectively "the parties");

**WHEREAS**, the parties having bargained in good faith and mutually agree to amend the terms of their collective bargaining agreement covering the period January 1, 2017 to December 31, 2019, which has expired. Unless otherwise stipulated below, all terms set forth in the 2017-2019 agreement shall be retained in the successor agreement;

**WHEREAS**, the parties have negotiated the terms of a new collective bargaining agreement for the term of January 1, 2020 to December 31, 2025;

**WHEREAS**, all terms set forth below shall be retroactive to January 1, 2020 unless otherwise stipulated herein

**WHEREAS**, the parties hereto wish to set forth the negotiated terms of such new collective bargaining agreement in this MOA for submission and approval of the Borough and the Union membership, pending the execution of a new Collective Bargaining Agreement incorporating the terms contained herein;

**NOW, THEREFORE** and in consideration of the terms and conditions set forth herein, the parties agree to the following amendment of the collective bargaining agreement between the parties for incorporation into a new collective bargaining agreement:

- **GENERAL**

- It is agreed that counsel for the parties shall have the authority to review the successor contract to correct non-substantive issues (such as formatting and grammatical errors)
- Upon ratification of this MOA by both parties, the PBA agrees to withdraw the unfair practice charge Docket No.: CO-2021-158 with prejudice before the Public Employment Relations Commission.

- **Article I- Recognition-**

- Add Lieutenants to the bargaining unit

- **Article II- Association Representatives-**

- *Paragraph 3.* Effective January 1, 2023, reduce minimum advance notice from ninety (90) days to thirty (30) days.
- *Paragraph 4.* Effective January 1, 2023, reduce minimum advance notice from sixty (60) days to thirty (30) days.

- *Paragraph (5)*- Upon ratification of this MOA by both parties, increase allocated hours of compensatory time from ninety four (94) hours to one hundred and thirty-six (136) hours.
- *Paragraph 9*- Add new paragraph- Upon ratification of this MOA by both parties, two Association representatives designated by the President shall be granted leave with pay to attend the State PBA collective bargaining seminar. The Association shall provide the Chief of Police a minimum of thirty (30) days advance notice, provided that said attendance will not, at the time such advance notice is provided to the Chief, adversely affect the Police Department's minimum staffing levels."

- **Article III- DUE'S CHECK OFF**

- *Paragraph (3)*- The following verbiage shall be added to existing paragraph: "Pursuant to the United States Supreme Court decision in Janus v. American Federation of State, County and Municipal Employees, et. al., 138 S. Ct. 2448 (218), no representation fee shall be collected from any non-PBA member unless the employee affirmatively consents to said deduction of said fees from his/her wages and the remittance of same to the PBA. As per NJSA 52:14-9e, employees who have authorized said payroll deductions may revoke such authorization by providing written notice to the Borough. Such revocation shall be effective on the 30<sup>th</sup> day after the employee's anniversary date of employment."

- **Article IV WAGES**

- Paragraph (1)- Revise with the following: (see attached Appendix A and A-1)
  - 2020-0%
  - 2021-2.75% increase to their annual base salary in addition a one-time payment of \$2,000.00 of their 2020 salary, added to the employee's 2020 base salary prior to the 2021 percentage increase.
  - 2022-2.75%
  - 2023-2.5%
  - 2024-2.5%
  - 2025-2.5%
- Paragraph (3)- Replace reference to "5<sup>th</sup> step (maximum)" with "top step".

- **ARTICLE VI – PROMOTIONS** (pg. 5).

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

- **ARTICLE VIII – UNIFORMS** (pg. 5).

- Paragraph 1. The list shall be updated to reflect the Police Department's current uniform policy.
- Paragraph 2. Effective 2023, replace "June 1<sup>st</sup>" with "April 1<sup>st</sup>".

- Paragraph 3. Effective 2023, replace “November 1” with “September 1”.
- Paragraph 6. Replace reference to “point blank bullet proof vest” with “Armor Express bullet proof vest”.
- Paragraph 10 (*new*). Add: “The Borough shall replace any police uniform, equipment or bullet proof vest that have been documented to be damaged or destroyed in the line of duty.”

• **ARTICLE IX- HOURS OF WORK**

- Revise article to read as follows:

A. Shift Schedules

1. 12 Hour Shift

- i. Employees on the twelve (12) hour schedule shall have their schedule comply with the following provisions: 2 days on, 2 days off/3 days on 2 days off- 2 days on 3 days off schedule and 2,080 hours in a year, including training times.
- ii. 12 Hour Schedule: “Day” shall be interpreted as 12 hours for those employees working a 12 hour shift schedule.
- iii. The day shifts will begin at 6:00 am and end at 6:00 pm, and the evening shift will begin at 6:00 pm and end at 6:00 am.
- iv. The Borough owes officers working twelve (12) hour days 104 hours of “time due” per calendar year as a result of all workdays being initially designated as 12 hours. For the purpose of repaying the aforementioned 104 hours and insuring that officers do not work more than 2,080 hours per year of straight time for pay purposes, each officer working the twelve (12) hour schedule will be entitled to designate, with the approval of the Chief or his designee (which approval shall not be unreasonably withheld) the following:
  1. Forty-eight (48) hours in a minimum of four (4) hour blocks, said designation to be made as follows: Twenty-four (24) hours for the first half of each year and twenty-four (24) hours for the second half of each year.
  2. Fifty-six (56) hours in fourteen (14) four (4) hour blocks (eight (8) hour days to be worked) to be selected as follows: one (1) additional four (4) hour block for the months of January through December, and one (1) additional four (4) hour block for the months of January through May and one (1) additional four (4) hour block for the months of September through December.
- v. In the event that an officer works other than a twelve (12) hour schedule during a portion of the year, the above “time due” will be prorated to represent the time the officer actually worked a twelve (12) hour schedule.
- vi. Upon ratification of this MOA by both parties, any officer scheduled to work the overnight shift (6 pm – 6 am) the night before a mandatory trial or grand jury appearance shall be provided leave without loss of pay for

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the final 6 hours of his/her shift in order to be rested and ready for said appearance. Any such leave shall not be deducted from said officer's own leave bank.

2. 8 Hour Shift

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

B. Assignment of Shift Schedule

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

• **Article X- Overtime**

- *Paragraph 1.* Clarify that officers assigned to eight (8) hour shifts shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay for all work beyond eight (8) hours in a work day.
- *Paragraph 2.* Delete subparagraph (a).
- *Paragraph (4)-* Replace reference to “overtime” in the last sentence with “shift”.
- *Paragraph 7.* Replace with the following: “Effective January 1, 2024, the maximum compensatory time which an officer shall be permitted to accrue and carry over year to year shall be 300 hours. Use of compensatory time shall be approved by the Chief of Police or his designee and shall not result in an overtime situation for the Borough.”

• **Article XI- Health Benefits:**

- *Paragraphs 1, 2, 4 and 7.* Update each clause so as to replace references to “Blue Cross/Blue Shield” and “Rider J” with “New Jersey State Health Benefits Program (SHBP)” for all health insurance and prescription coverage exclusive of dental and eye care.

• **Article XII- Holidays**

- *Add as Paragraph 2.* “Effective January 1, 2023, Juneteenth shall be recognized as a holiday. The Borough shall include payment for fifteen (15) holidays as part of an Employee’s bi-weekly base salary. Holiday pay shall be calculated by multiplying the daily rate of pay by fifteen (15) days. “
- The existing Paragraph 2 must be re-labelled "Paragraph 3"

- **Paragraph XIII- Personal Days**

- Replace all references to “days” with hours:
- *Paragraph 1.* Effective January 1, 2023, each personal day shall be “day for day”, that is, the same length (i.e. 8 hours or 12 hours) as the officer’s regularly-assigned tour of duty. Thus, 12-hr. shift personnel shall receive 48 hours annually and 8-hr. shift personnel shall receive 32 hours annually. Further clarify that personal leave in excess of 24 hours (12 hr.- personnel) and in excess of 32 hours (8-hr. personnel) shall be granted as long as the personal leave request does not result in an overtime situation for the Borough.
- In the event an officer’s assigned shift changes during a calendar year, he/she shall be entitled to pro-rated the leave hours of the new assigned shift for the remainder of the calendar year.

- **Paragraph XV- Bereavement**

- Replace references to “days” with hours:
- Effective January 1, 2023- Each bereavement day shall be “day for day”, that is, the same length (i.e. hours of 12 hours) as the officer’s regularly-assigned tour of duty. Thus, 12-hr. personnel shall be entitled to 36 hours leave and 8-hr. personnel shall be entitled to 24 hours leave.
- In the event an officer’s assigned shift changes during a calendar year, he/she shall be entitled to pro-rated the leave hours of the new assigned shift for the remainder of the calendar year.

- **Article XVI- Vacation Leave**

- Replace references to “days” with hours:
- *Paragraph 1-* Effective January 1, 2023, a new Employee working the 12 hour shift shall be granted vacation leave only at a rate of twelve (12) hours per month on a month to month basis until the completion of one (1) full year of employment. Employees working the 8 hour shift shall be granted vacation leave only at a rate of eight (8) hours per month on a month to month basis until the completion of one (1) full year of employment.
- *Paragraph 3-*Effective January 1, 2023, all full- time employees after their first year of employment shall be granted vacation leave based upon the following schedule: (It is understood that when reference is made to six to twelve years, etc. six means the start of the sixth year, etc.)-  
Employees working the 12 hour shift





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

Employees working the 8 hour shift:

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

- *Paragraph 7-* revise with the following “If due to operational needs vacation hours are refused said vacation hours may be carried over to the following year or, at the discretion of the individual officer, the hours may be paid at the current rate of that year. The vacation hours carried over must be used or paid at the current rate by July 1 of the following year.”
- *Add Paragraph 8-* In the event an officer’s assigned shift changes during a calendar year, he/she shall be entitled to pro-rated the leave hours of the new assigned shift for the remainder of the calendar year.

- **Article XVII- Sick Leave-**

- Replace references to “days” with hours:
- Revise paragraph 1, sentence 1 to read as follows: Effective January 1, 2023,
  - “A new employee working Schedule A shall earn sick leave at a rate of thirteen (13) hours per month on a month to month basis until completion of one (1) full year of employment.”
  - “A new employee working Schedule B shall earn sick leave at a rate of ten (10) hours per month on a month to month basis until completion of one (1) full year of employment.”
- *Paragraphs 3 and 6.* Revise so as to provide annual sick leave in hours, not days. Effective January 1, 2023, 8-hr. employees shall receive 120 hours sick leave and 12-hr. employees shall receive 156 hours annually.
- Add- In the event an officer’s assigned shift changes during a calendar year, he/she shall be entitled to the pro-rated leave hours of the new assigned shift for the remainder of the calendar year.

- **Article XVIII- Accumulated Sick Time**

- *Paragraph 1.* Replace reference to “for every full day earned in unused sick leave” with “for all unused sick leave”.

- **Article XXII- Personnel File**

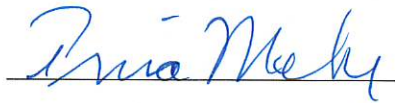
- Revise *paragraph 3* as follows:

- ““A copy of all disciplinary documents will be placed in the officer's personnel file.
- For oral reprimands or performance notices:
  - (1) Six months after the date of the reprimand or notice, the disciplinary report shall be removed from the personnel file and destroyed, provided no other breach of discipline has occurred.
  - (2) The subject officer shall be notified in writing that the oral reprimand or performance notice has been purged.
- For written reprimands:
  - (1) The written reprimand will remain permanently in the officer's or employee's personnel file.”
- **ARTICLE XXXV – Outside Employment**
  - *Paragraph 2* – Upon ratification of the MOA by both parties and amended Borough ordinance, Officers shall be paid for such contracted work by separate check by the Borough in the next pay period following said contract work at an hourly rate of \$85.00.
- **ADD NEW ARTICLE- Death Benefit**
  - “In the event of the death of an active member of the Association, all accumulated vacation leave, personal time, compensatory time and/or other benefits convertible to cash shall be paid the officer’s estate.”

The terms of this M.O.A. are subject to ratification by the membership of the PBA as well as the Borough's Governing Body.

**BOROUGH OF MILLTOWN**

**PBA LOCAL #338**





TRINA MEHR, MAYOR



ATTEST:   
MARIE M. MARLOR, PMC

PBA 338 PRESIDENT

DATED: 3/27/23

DATED: 3/15/23

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

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





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

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

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