

THIS AGREEMENT DATED:

JANUARY 1, 2020 THROUGH DECEMBER 31, 2024

BETWEEN

BOROUGH OF PEMBERTON
COUNTY OF BURLINGTON
STATE OF NEW JERSEY

AND

PEMBERTON BOROUGH POLICE ASSOCIATION

TABLE OF CONTENTS

ARTICLE		PAGE
	PREAMBLE.....	1
I.	RECOGNITION.....	2
II.	NON-DISCRIMINATION.....	3
III.	ASSOCIATION REPRESENTATIVES.....	4
IV.	MANAGEMENT RIGHTS.....	6
V.	MAINTENANCE OF OPERATIONS.....	7
VI.	GRIEVANCE PROCEDURE.....	8
VII.	SCHEDULES HOURS AND OVERTIME.....	13
VIII.	HOLIDAYS.....	16
IX.	VACATION LEAVE.....	17
X.	SICK LEAVE.....	18
XI.	SERVICE-CONNECTED SICKNESS, INJURY OR DISABILITY LEAVE.....	22
XII.	HEALTH INSURANCE.....	23
XIII.	SALARY.....	25
XIV.	BEREVEMENT LEAVE.....	27
XV.	PERSONAL LEAVE.....	28
XVI.	SEVERABILITY AND SAVINGS.....	29
XVII.	FULLY BARGAINED PROVISIONS.....	30
XVIII.	NOTICES.....	31
XIX.	TERM AND RENEWAL.....	32
	SIGNATURE PAGE.....	33
	ATTACHMENT (HOLIDAYS).....	34
	ATTACHMENT (ORDINANCE OFF DUTY SERVICES)	35

PREAMBLE

THIS AGREEMENT entered into this 1st day of January, 2020, by and between the BOROUGH OF PEMBERTON (hereinafter referred to as “Borough”), a Municipal Corporation of the State of New Jersey situated in the County of Burlington, and the PEMBERTON BOROUGH POLICE ASSOCIATION (hereinafter referred to as the “Association”)

WHEREAS, the parties desire to execute a written contract with regard to wages, hours and other terms and conditions of employment;

NOW, THEREFORE, in mutual agreement and consideration of the terms and conditions and covenants hereinafter set forth, the Borough and the Association do hereby agree as follows:

ARTICLE I
RECOGNITION

- A. The Borough hereby recognizes the Association as the exclusive negotiating representative for all full-time patrol officers, the rank of Sergeant and below comprising the negotiations unit.
- B. Any references throughout this Agreement to male police officers shall include female police officers as well.

ARTICLE II

NON-DISCRIMINATION

- A. The Borough and the Association agree that there shall be no discrimination against any employee because of sex, age, race, creed, religion, color, national origin, ancestry, or marital status, or any individual, or disability if the employee is otherwise qualified to perform the essential functions of the position with or without reasonable accommodation.

- B. The Borough and the Association agree that all employees covered by this agreement have the right, without fear of penalty or reprisal, to form, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Borough or the Association against any employee because of the employee's membership or non-membership or activity or non-activity in the Association.

ARTICLE III

ASSOCIATION REPRESENTATIVES

- A. The Borough recognizes the right of the Association to designate one (1) representative and one (1) alternate for purposes of administering the Agreement on behalf of the Association. The Association shall furnish the Borough the names of the representative and alternate in writing and shall further notify the Borough of any changes thereto with seven (7) calendar days.
- B. The authority of the representative and alternate so designated by the Association shall be limited to, and shall not exceed the following duties and activities:
 - 1. The investigation of grievances and representation of covered employees during the grievance process in accordance with the provisions of this Agreement.
 - 2. The transmission of such messages and information which shall originate with, and are duly authorized by the Association or its officers.
 - 3. Representation of the Association during collective negotiations sessions, interest arbitration and grievances arbitration proceedings and related proceedings.
 - 4. Representation of the Association with regard to other related and bona fide business of the Association pending between the association and the Borough.
 - 5. Representation of covered employees during investigatory interviews (see Article IV, Para. C).
- C. Subject to (C) (1) and (C) (2) of this Article set forth below, the Chief of Police shall grant the Association representative, or the Alternate in the absence of the Association representative, reasonable time off with pay for the purpose of processing grievances, attending collective negotiation sessions, attending interest arbitration or grievance arbitration proceedings, and attending other related meetings or proceedings then pending between the Association and the Borough.

1. The Chief of Police reserves the right, in his sole discretion, not to excuse the representative or alternate from duty because of operating requirements of the Police Department.
 2. The Association representative or alternate shall request permission, in advance, from the Chief of Police in order to be excused for the purposes set forth above.
- D. If the representative or alternate is on duty during collective negotiation sessions or other business approved by the Chief of Police, he shall wear his duty uniform and be ready to respond to public safety calls or other Police Department matters.
- E. Other Association business shall be conducted by Association officers and members during non-duty time provided, however, that Association officers and members may attend one monthly Association meeting while on duty, without loss of pay subject to the following:
1. The meeting is held on the Police Department premises.
 2. No calls are pending and any member who is on duty during the meeting shall be prepared to respond to emergency calls or other Police Department matters as needed.
 3. The member shall be excused for not more than one (1) hour.
- F. The exercise of the provisions of this Article by Association officers and members, including the Association representative and alternate, shall not result in the accrual of overtime pay or compensatory time.
- G. Any member of FOP Lodge 2 that is duly elected, or appointed, shall be granted time off to attend the FOP National and /or State Conferences as per title 40A.

ARTICLE IV

MANAGEMENT RIGHTS

- A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities and conferred upon and vested in it prior to the signing of this agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the forgoing, the following rights:
1. The executive management and administrative control of the Borough Government and its properties and facilities and the activities of its employees;
 2. To hire all employees and subject to provision of law, to determine their qualifications and conditions for continued employment, or assignment, and to promote and transfer employees;
 3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to NJ Attorney General's Policies and procedures.
- B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Borough, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States, and ordinances of the Borough of Pemberton.
- C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under the New Jersey Statutes, or any other national, state, county or local laws or ordinances.

ARTICLE V

MAINTENANCE OF OPERATIONS

- A. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or concerted willful absence of a Police Officer from his duties of employment), work stoppage, slowdown, walk-out or other job action against the Borough. The Association agrees that such action would constitute a material breach of this Agreement.
- B. In the event of a strike, slowdown, walk-out or job action, it is covenanted and agreed that participation in any such activity by any member shall be deemed grounds for disciplinary action including possible termination of employment of such employee or employees.
- C. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Association or its members.

ARTICLE VI
GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate to the circumstances and as confidential as may be permitted by law.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Association.

B. Definitions

1. **GRIEVANCE:** As used herein means a claim based upon any controversy arising over the interpretation, application or alleged violation of any of the provisions of this Agreement, or any controversy pertaining to administrative decisions made under the provision of the Agreement (except where the Agreement permits decision to be made in a person's discretion or where the Agreement specifically states that a decision shall not be grieved); or any disciplinary suspension of less than five (5) working days at any one time.
2. **AGGRIEVED PERSON OR AGGRIEVED PARTY:** The person (s) or party that initiates a grievance. A grievance may be initiated by an individual, the Association on behalf of and at the request of an individual, a group of individuals, or the Borough.

C. Grievance Procedure

1. **GENERAL:** The following procedure constitutes the sole and exclusive method for resolving grievances between the parties covered by this

Agreement, with the exception of Borough initiated grievances which will proceed in accordance with Section E, and shall be followed in its entirety unless any step is waived by mutual consent.

2. **TIME LIMITS:** Notwithstanding the maximum time periods set forth herein requiring that specified action be taken at each level of the grievance procedure, the parties agree to make reasonable efforts to expedite the process and further agree that they may extend these maximum time periods by mutual agreement set forth in writing by the parties.

3. **LEVELS OF THE GRIEVANCE PROCEDURE**

STEP ONE:

An aggrieved person or aggrieved party shall institute a grievance in writing under the provisions hereof with twenty-one (21) calendar days from the event giving rise to the grievance. A Step One meeting shall thereafter be scheduled between the aggrieved person or aggrieved party and the Chief of Police. The Chief of Police, shall render a Step One decision in writing within ten (10) calendar days after the date of the Step One meeting.

STEP TWO:

If the grievance is not resolved at the first step, the grievant may file the grievance with the Borough Clerk/Administrator, or his or her designee, at Step Two within ten (10) calendar days after receipt of the Step One decision. A Step Two meeting shall thereafter be scheduled between the aggrieved person or aggrieved party and the Borough Clerk/Administrator, or his or her designee. The Borough Clerk/Administrator, or his or her designee, shall render a Step Two decision in writing within ten (10) calendar days after the date of the Step Two meeting.

STEP THREE:

- a. Should the aggrieved person or aggrieved party be dissatisfied with the decision of the Borough Clerk/Administrator, or his or her designee, such person or party may request that the Association submit the grievance to binding arbitration.
- b. If the Association chooses to submit the grievance to binding arbitration, the matter must be referred to arbitration within fourteen (14) calendar days after receipt of the Step Two decision. An arbitrator shall be selected in accordance with the procedures of the Public Employment Relations Commission. Unless the parties agree otherwise, no more than one (1) issue shall be presented to an arbitrator in any single case.
 1. The fees and expenses of the arbitrator shall be borne equally by the parties, including but not limited to the presentation of witnesses, shall be borne by the party incurring same.
 2. The arbitrator shall be bound by the provision of this agreement and the laws of the State of New Jersey and shall not have any power to modify, add to, detract from, or in any way alter any of the provision of this Agreement.
 3. The decision of the arbitrator shall be in writing with the reasons supporting the decision so stated, and shall be final and binding upon the parties, subject to any applicable statutes and case law available to the parties.

D. Other Grievance Provisions

1. Either the Borough or the Association may waive any of the steps of the grievance procedure, but said waiver may only be perfected in writing and with the consent of the other party in question.

2. The time limits set forth herein shall be strictly adhered to. If any grievance is not initiated within the time limit specified, the grievance shall be deemed to have been waived. If any grievance is not submitted to the succeeding step in the grievance procedure within the time limits prescribed, then disposition of the grievance at the prior step shall be deemed to be conclusive.
3. In the event the Borough fails to respond to a grievance in writing within the time limits specified, then the failure to respond shall be construed as a negative response and the grievant may proceed to the next step in the grievance procedure.
4. Separate Grievance File: All documents, communications and records concerning any grievance, excluding grievances related to disciplinary proceedings, shall be maintained in the employee personnel files.
5. Forms: Forms for filing grievances on behalf of aggrieved persons or aggrieved parties other than the Borough will be prepared by the Association and provided to the Association representative for distribution.
6. Meetings and Hearings: In compliance with the Open Public Meetings Act members of the public shall be excluded from meetings and hearings held in accordance with the grievance procedure.
7. Representation: An aggrieved person or aggrieved party may represent him or herself or, at his or her option, may be represented by a representative of the Association or by legal counsel during any part of the grievance procedure.
8. Choice of Remedies/Forum: In the event the grievant or the Association chooses to pursue remedies available thorough court or administrative body with competent jurisdiction, the grievance shall be terminated and shall be withdrawn from arbitration if arbitration was requested.

E. **Borough Grievances**

1. Grievances initiated by the Borough shall be filed directly with the Association within fourteen (14) calendar days from the event giving rise to the grievance. A meeting shall be held within ten (10) calendar days after the filing of the grievance between representatives of the Borough and the Association. The Association shall respond to the grievance in writing within ten (10) calendar days after the date of the meeting. If the grievance is not settled at the first step, the Borough by request binding arbitration in the manner set forth above.
2. In the event the Association fails to respond to a grievance in writing within the time limit specified above, then the failure to respond shall be construed as a negative response and the Borough may proceed to submit the grievance to binding arbitration.

ARTICLE VII
SCHEDULES HOURS AND OVERTIME

- A. The work schedule will generally be twelve (12) hour fixed or rotating shifts as determined by the Chief of Police.
- B. The assignments, shifts, and tours of duty of individual members of the Police Department will be determined and implemented by the Chief of Police in his sole discretion. Except in cases of emergency or where immediate business necessity of the Police Department so requires, the Chief of Police will post assignments, shifts, and tours of duty not less than (30) days in advance.
- C. The Borough hereby establishes a fourteen (14) day work period for law enforcement officers in accordance with the requirements of the Fair Labor Standards Act. Overtime for employees shall be defined as authorized work in excess of eighty-four (84) hours during a fourteen (14) day work period. Overtime must be approved in advance by the Chief of Police.
- D. The Chief of Police may in his sole discretion, offer compensatory time off (CTO) for such overtime work in lieu of cash overtime payments. CTO, as defined by the Fair Labor Standards Act, means hours during which an employee is not working, which are not counted as hours worked during the applicable work period for purposes of overtime compensation, and for which the employee is compensated at the employee's regular rate of pay. Scheduling of CTO must be approved in advance by the Chief of Police but employees will be permitted to use such time within a reasonable period after making the request if such use does not unduly disrupt the operation of the Police Department.
- E. CTO in lieu of cash payment for overtime may accrue to a maximum of Forty (40) clock hours. Employees who accrue the maximum Forty (40) clock hours shall thereafter be paid cash overtime payments for all approved overtime in excess of the Forty (40) hours maximum.

- F. The Chief of Police may substitute cash, in whole or in part, for CTO in any workweek or work period.
- G. The Chief of Police may require employees to use CTO and may accordingly schedule time off for employees in his sole discretion.
- H. Cash overtime payment shall be computed at one and one-half (1.5) times the employee's regular rate of pay. CTO shall be calculated at the rate of one and one-half (1.5) hours of CTO for each hour of overtime work. Paid leave time, except sick leave and CTO, shall be included when calculating hours worked for purposes of overtime eligibility.
- I. CTO shall not be paid upon separation for employees who are removed for cause after an opportunity for a hearing, who resign or separate in lieu of removal, or who resign, retire or who are terminated.
- J. CTO must be used by the end of each calendar year, or any unused CTO time will be lost.
- K. Employees shall be subject to recall for duty, as required and authorized by the Chief of Police or the Chief's designee, in cases of emergency unless the employee is on sick leave. Employees shall be compensated at the rate of one and one-half (1.5) times their regular rate of pay for a minimum of three (3) hours when they are recalled for duty from off-duty status. However, employees shall not be entitled to the premium pay provided for in this section when an employee is recalled to duty during the three (3) hour period contiguous to the end of the employee's tour of duty. In such cases, the employee shall be entitled to straight time pay or overtime pay if the recall time worked by the employee qualifies as overtime.
- L. Whenever an employee shall be required to appear on behalf of the Borough before any grand jury or any federal, municipal, county, Superior or Supreme Court proceeding, administrative hearings before governmental agencies, or any mandatory meeting, the time during which the employee is so engaged shall be considered a time or assignment to, and performance of duty. When such appearance occurs during the employee's assigned duty hours, the employee shall suffer no loss in compensation.

When such appearances occur outside the employee's assigned duty hours, the employee shall be paid the overtime rate of one and one-half (1.5) times the employee's regular rate of pay for a minimum of two (2) hours. An employee shall not be entitled to compensation under this section for hearings proceedings related to a disciplinary action against the employee.

M. Off duty work Program: The Borough agrees to establish and maintain during the term of this Agreement an off-duty work program whereby private persons and private entities may contract with the Borough for the provision of certain police related services such as traffic control duty and security duty.

1. The off-duty work program shall be established by ordinance, a copy of which shall be provided to the Association.
2. The Borough Council retains its lawful authority to regulate off-duty employment of Pemberton Borough police officers and to ensure that hourly compensation rates comply with state and federal statutes and regulations.
3. The Chief of Police may prepare additional rules and regulations and policies and procedures consistent with the ordinance for consideration and approval by the appropriate authority.
4. During the term of this Agreement, the regulations regarding off-duty services are to be performed in conformance with the off-duty ordinance of the Borough.

ARTICLE VIII
HOLIDAYS

- A. Should a newly hired employee commence employment after January 1st, the employee's holiday payment shall be pro-rated accordingly in the first year.
- B. In a calendar year each employee shall be paid 12-hours per holiday at each employee's hourly rate for all holidays set in Article VIII of this Agreement. If the employee works the actual holiday of the holidays listed in Article VIII of this agreement the employee shall be paid 18-hours per holiday at each employee's hourly rate in lieu of the standard 12-hour holiday pay.
- C. For an employee to be eligible for the 18-hours of holiday pay the employee must work a complete 12-hour shift on the actual holiday of the holiday listed in Article VIII of this agreement. (Example – If the Holiday is July 4th, an officer shall be paid 18-hours if they work a 12-hour shift which must start during the time frame of 12:00 AM to 11:59 PM on July 4th).
- D. Employees shall submit requests to the Chief of Police for time off on any days designated as holidays in Article VIII of this Agreement at least one (1) month prior to the requested day off. Approval of the requested time off shall be granted or not granted in the sole discretion of the Chief of Police and shall not cause another employee whose regularly scheduled day off is the requested holiday to be called in for duty at an overtime or premium rate of pay.

ARTICLE IX
VACATION LEAVE

A. Employees who are covered by this Agreement shall be entitled to annual paid vacation leave as set forth below:

1. Newly hired Police Officers shall receive vacation time prorated to the date of hire.
2. Thereafter, at the beginning of each calendar year in anticipation of continued employment, employees shall be credited with vacation leave according to the following schedule: (For the purpose of this contract calendar year is January 1st through December 31st).

Date of Hire to December 31 st	60 Hours Prorated
Calendar Year 1:	60 Hours
Calendar Year 2-5	120 Hours
Calendar Year 6-9	180 Hours
Calendar Year 10 -15	240 Hours
Calendar Year 16+	300 Hours

- B. Employees may accumulate and carry over to the following year a maximum of One Hundred and Twenty (120) Hours. Thereafter the vacation leave shall expire if it is not used according to this Article.
- C. Reasonable efforts will be made to accommodate the vacation leave request of employees unless the Borough determines that the vacation leave cannot be approved because of the pressure of work as determined by the Borough or Chief of Police.
- D. In the event an employee covered by this Agreement is recalled to work after the commencement of approved vacation leave time, he shall be paid at the rate of time and one-half his regular straight time rate of pay for all work performed and will have his vacation time re-scheduled at a future date.

ARTICLE X

SICK LEAVE

- A. 1. Employees who are covered by this Agreement shall be entitled to annual paid sick leave as set forth below. (Calendar Year for the purpose of this contract a is January 1st through December 31st).
- 2. Newly hired police officers sick time shall be prorated according to the date of hire.
- B. Thereafter, at the beginning of each calendar year in anticipation of continued employment, employees shall be credited with (120) hours of sick leave. Sick leave hours shall not accrue during a leave of absence without pay or suspension.
- C. Sick leave hours shall not accrue after an employee has resigned or retired although the employee's name is being retained on the payroll until exhaustion of vacation or other compensated leave.
- D. An employee who exhausts all paid sick leave time in any one year shall not be credited with additional paid sick leave until the beginning of the next calendar year.
- E. Unused sick leave shall accumulate from year to year up to a maximum of four hundred (400) hours.
 - 1. At the conclusion of each fiscal year, employees whose sick leave banks exceeds four hundred (400) hours shall be compensated at their regular rate of pay for one half (1/2) of the hours in excess of the four hundred (400) hours maximum. The remaining hours over four hundred (400) hours shall expire.
 - 2. Supplemental Compensation Upon Separation (SUCS)
 - a. Eligibility: Employees who have been continuously employed by the Borough for at least five (5) calendar years, and who are not otherwise ineligible in accordance with subparagraph b. below, shall be eligible for SCUS in accordance with the

- b. schedule provided for herein. Employees who resign or separate as the result of accidental or ordinary disability, and who otherwise meet the requirements contained herein, shall be also eligible for SCUS.
- c. Non-Eligibility: Employees who have not been continuously employed by Pemberton Borough for at least five (5) calendar years and employees are removed for cause after an opportunity for a hearing, who resign or separate in lieu of removal, or who resign or retire under circumstances which would warrant removal, shall not be eligible for SCUS.
- d. Computation: Eligible employees shall be entitled to SCUS as follows:
 - (i.) 6th to 10th calendar years of continuous employment: SCUS shall be computed at the rate of one-third (1/3) the employee's regular hourly rate of pay for each hour of earned and unused accumulated sick leave;
 - (ii.) 11th to 15th calendar years of continuous employment: SCUS shall be computed at the rate of one-half (1/2) the employee's regular hourly rate of pay for each hour of earned and unused accumulated sick leave;
 - (iii.) 16th to 20th calendar years of continuous employment: SCUS shall be computed at the rate of three-fourths (3/4) the employee's regular hourly rate of pay for each hour of earned and unused accumulated sick leave; and
 - (iv.) 21 or more calendar years of continuous employment: SCUS shall be computed at the employee's full regular hourly rate of pay for each hour of earned and unused accumulated sick leave.
 - (v.) The maximum amount of SCUS for any employee shall be \$15,000.
 - (vi.) Payment of SCUS shall in no way affect any pension or retirement benefits for which a retired employee is eligible under any other program, as per state statute is NJSA 40A:9-10.2.

- (vii.) An employee's hourly rate of pay for purposes of calculating SCUS shall be based upon the employee's then regular hourly rate of pay at the time of separation or retirement.

E. Reporting of Absence/Sick Leave

1. If an employee is absent for reasons that entitle the employee to sick leave, his supervisor shall be notified promptly and not later than four (4) hours prior to the employee's usual reporting time, except in cases of emergency as approved by the Chief of Police or his designee.
 - a. Failure to so notify the employee's supervisor may be cause for denial of the use of sick leave for that absence and may additionally constitute cause for disciplinary action to be determined by the Chief of Police.
 - b. Absence without notice for five (5) consecutive days shall constitute a resignation not in good standing.

F. Verification of Sick Leave

1. An employee who is absent on sick leave for three (3) or more consecutive work days may be required to submit acceptable medical proof substantiating the illness and fitness for duty. Before returning to work from a sick leave absence of five (5) consecutive work days or more, an employee covered by this Agreement must provide a physician's statement verifying that the employee may safely return to work.
 - a. An employee who has been absent on sick leave for an accumulation of ten (10) days in one (1) calendar year consisting of periods less than three (3) days, may be required to submit acceptable medical proof for any addition sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day or less in which case only one (1) medical certificate shall be necessary for a period of six (6) months.

- b. The Borough may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable under the circumstances. Abuse of sick leave may be cause for disciplinary action.
- c. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health may be required by the Chief of Police.
- d. The Borough may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the Borough, by a physician selected by the Borough. The examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health and safety of the employee or other employees or citizens.

ARTICLE XI

SERVICE-CONNECTED SICKNESS, INJURY OR DISABILITY LEAVE

- A. Employees covered under this Agreement shall be entitled to workers compensation benefits required by and provided for in N.J.S.A. 34:15-1 et seq.
- B. Self-inflicted injuries resulting from the employee's own gross negligence or other service-connected injuries or disabilities resulting from gross negligence shall not be covered by the provisions of this Article.
- C. Unless otherwise approved by the Borough, whose decision shall not be subject to the grievance procedure, any employee who accepts outside employment, the duties of which are similar to the duties of a Police Officer or Sergeant as set forth in more detail in the job descriptions for such positions or the duties of a law enforcement officer generally, during the periods of service-connected sickness, injury and disability leave.
- D. When service-connected sickness, injury or disability leave is approved by the Borough's workers' compensation insurer, the employee shall not be charged any sick leave time for such time lost due to the service-connected sickness, injury or disability.
- E. Any employee who is injured while working, regardless of the severity of the injury, must make an injury report to the Chief of Police or the Sergeant, however in the case of the Sergeant becoming injured, the notification shall be made to the Chief of Police, prior to the end of the employee's shift, or, if that is not possible, as soon thereafter as is possible. Failure to report said injury may result in the failure of the employee to receive compensation under this article.
- F. The employee may be required to present evidence, in the form of a certification, of a physician designated by the insurance carrier or the Borough that the employee is unable to work. The Borough may require the employee to present addition certifications from time to time.
- G. All care shall be coordinated among representatives of the Borough, employee, and the Borough's insurance company. If an employee believes that the examining or treating doctor has not properly diagnosed the injury the employee may request that the Borough's insurance company's case manager schedule an examination by another doctor for a second opinion.

ARTICLE XII
HEALTH INSURANCE

- A. The Borough provides for a group health plan through the New Jersey State Health Benefits Plan. Employees and dependents shall be subject to all of the terms and conditions governing that participation including, but not limited to, deductibles, co-payments, participating medical providers and hospital facilities, and administrative or claims processing procedure and any policies governed Pemberton Borough and by the State of New Jersey with regards to Health Benefits Employee Contribution.
- B. The Borough provides for a prescription plan through the group health plan through the New Jersey State Health Benefits Plan. Employees and dependents shall be subject to all of the terms and conditions governing the prescription plan including, but not limited to, deductibles and co-payments as well as administrative and claims processing procedures and any policies governed Pemberton Borough and by the State of New Jersey with regards to Health Benefits Employee Contribution.
- C. The Borough may from time to time, at its option, change the aforementioned plans, carriers or providers so long as the Borough provides the Association with not less than thirty (30) calendar days written notice along with a copy of the plan or any proposed changes prior to implementing any changes.
- D. In addition to the above described health and prescription plan benefits, current employees hired before 2020 shall be entitled to the Wellness Plan benefit described in Schedule "B." Employees shall be reimbursed a maximum of \$1,000.00 per calendar year for eligible Wellness Plan expenses. Employees shall be able to utilize the One Thousand Dollars (\$1,000.00) for such programs as AFLAC, Dental Plan, approved exercise and weight loss programs etc. All out of pocket expenses for these plans, as well as prescription expenses, must be submitted with receipts during the year they were used. Employee hired January 1, 2020 and beyond shall not be entitled to this benefit.

- E. If an employee wishes to waive their right to Health Benefits as described herein; the employee will receive the following stipend:
1. Single Coverage - the amount that would have been paid into HINS or \$1,500.00 whichever is lessor.
 2. Husband/Wife, Parent/Child – the amount that would have been paid into HINS or \$2,500.00 whichever is lessor.
 3. Family – the amount that would have been paid into HINS or \$3,500.00 whichever is lessor.

ARTICLE XIII
SALARY

A. The following Base Wage Guide shall be based on an 84 hour pay period. Overtime will go into effect after 84 hours in a two-week period. The Base Wage Guide is in effect for Covered Employees during the period of 2020 through 2024 of this contract periods.

Patrolman Diagonal Step Annualized Hourly Wages Step One - Eight

Patrolman Step Nine Horizontal Annualized Hourly Wages

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
One	\$36,000.	\$37,000.	\$38,000.	\$39,000.	\$40,000.
Two	\$41,000.	\$41,000.	\$42,000.	\$43,000.	\$44,000.
Three	\$44,000.	\$46,000.	\$46,000.	\$47,000.	\$48,000.
Four	\$48,000.	\$49,000.	\$51,000.	\$51,000.	\$52,000.
Five	\$52,000.	\$53,000.	\$54,000.	\$56,000.	\$56,000.
Six	\$56,000.	\$57,000.	\$58,000.	\$59,000.	\$61,000.
Seven	\$60,000.	\$61,000.	\$62,000.	\$63,000.	\$64,000.
Eight	\$64,000.	\$65,000.	\$66,000.	\$67,000.	\$68,000.
Nine	\$71,766	\$73,202	\$74,666.	\$76,160.	\$77,684.

SERGEANT STIPEND TO BE ADDED TO THE SERGEANT'S BASE SALARY

The Stipend for the Sergeant shall be \$2,500.00 annually during this contract period

- B. Step One: The 12-month probation step commences on the date the Chief of Police receives notice from the Police Training Commission that the employee successfully completed the police training course. In the case of any employee shall commence the probation step as of his/her date of hire. Thereafter, the anniversary date for purposes of employee's future step increases and wage increases shall be January 1st of each year, Unless, the hire date is after July 1st of the hire year. In cases where an employee is hired after July 1st of his/her hire year, the employee will receive his/her next step increase after a full calendar year of employment. (A calendar year for the purpose of this section is January 1st through December 31st.)
- C. The appointing authority may, in its sole discretion, insert a newly hired employee at any step in the wage guide based upon the employee's previous training, education, background, and work experience. Such decisions by the appointing authority shall not be subject to the grievance procedure or any other available appeal procedure.
- (PROBATION FOR ALL NEWLY HIRED EMPLOYEES SHALL BE (1) ONE YEAR UNLESS EXTENDED BY THE CHIEF OF POLICE)**
- D. UNIFORM ALLOWANCE/REIMBURSEMENT:
1. Employees will be reimbursed annually up to \$100.00 for uniform boots.
 2. Employees will receive a \$500.00 uniform allowance after 1 full year of service, and after adoption of the budget each calendar year thereafter in anticipation of continued employment. Calendar Year for the purpose of this contract is January 1st through December 31st). If an employee resigns, is terminated, or retires prior to the end of a calendar year, the employee must reimburse the Borough at a prorated rate.
 3. Newly hired employees must provide their own uniform and must wear the prescribe uniform by the Pemberton Borough Police Chief, authorized by the Pemberton Borough Mayor and Council.

ARTICLE XIV

BEREAVEMENT LEAVE

- A. In the event of a death in the Employee's immediate family, which for purposes of this article shall be defined as the Employee's spouse, children, mother, father, brother, sister, grandparents, mother-in-law and father-in-law, the Employee shall suffer no loss of regular straight time pay, up to a maximum of (5) consecutive work days, one of which shall be the day of the funeral.
- B. In the event of a death in the Employee's extended family, which for purposes of this Article shall be defined as the Employees brother-in law, sister-in-law, aunt and uncle the Employee shall suffer no loss of regular straight time pay for the day of the funeral.
- C. In addition to bereavement leave as provided in this Article, an employee may use any other available leave time.

ARTICLE XV
PERSONAL LEAVE

- A. Employees covered by this Agreement shall be entitled to personal leave with pay as follows:
1. Newly hired Police Officers shall receive personal leave prorated to the date of hire.
 2. Thereafter, at the beginning of each calendar year in anticipation of continued employment, employees shall be credited 36 hours personal leave.
- B. Personal leave may be used by employees for any reason subject to the following provisions:
1. Personal leave may be used only with the prior approval of the employee's supervisor.
 2. Personal leave time **shall not** accumulate from year to year.
 3. Any employee who resigns, retires, or is terminated for any reason from employment with Pemberton Borough shall forfeit any and all unused personal leave time.

ARTICLE XVI

SEVERABILITY AND SAVINGS

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other agency of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect until a new agreement is negotiated.
- B. Upon the request of either party, the parties agree to meet and renegotiate the subject matter of the inoperative provision or provisions.

ARTICLE XVII

FULLY BARGAINED PROVISIONS

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining issues which were or could have been the subject of negotiations. Except as provided for in Article XVI, Paragraph B, during the term of this Agreement neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE XVIII

NOTICES

All notices required to be provided by this Agreement shall be given to the following persons or entities, unless the Agreement specifically indicates that notice shall be provided to different persons or entities:

1. Borough: Borough Clerk/Administrator, Borough of Pemberton, 50 Egbert Street, Pemberton, New Jersey, 08068
2. Association: President of the association, whose name and address shall be provided annually, or upon change, to the Borough Clerk/Administrator.

ARTICLE XIX
TERM AND RENEWAL

This agreement shall be in full force and effect as of January 1, 2020 and shall remain in effect to and including December 31, 2024, without any reopening date. The Association shall submit a copy of its entire proposal to the Borough by September 1, 2024. The Borough shall, within thirty (30) days after receipt of the Association's proposals, submit a copy of its proposals to the Association. The economic terms of this agreement, including salaries, benefits, increases and fringe benefit changes shall apply effective January 1, 2020, only for employees on the Borough's payroll as of the date of the signing of this agreement or who retired according to normal retirement or disability retirement under the Police and Firemen's Retirement System as of the date of the signing of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Borough of Pemberton, New Jersey on this ____ day of _____, 2020

ATTEST:

BOROUGH OF PEMBERTON

By: _____

By: _____

DONNA J. MULL

HAROLD C. GRIFFIN

BOROUGH CLERK/ADMINISTRATOR

MAYOR

ATTEST:

ASSOCIATION PRESIDENT

By: _____

By: _____

ASSOCIATION MEMBER

HOLIDAY SCHEDULE

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Martin Luther King	1/20	1/18	1/17	1/16	1/15
Presidents Day	2/17	2/15	2/21	2/20	2/19
Easter Sunday	4/12	4/4	4/17	4/9	3/31
Easter Monday	4/13	4/5	4/18	4/10	4/1
Memorial Day	5/25	5/31	5/30	5/29	5/27
Independence Day	7/4	7/4	7/4	7/4	7/4
Labor Day	9/7	9/6	9/5	9/4	9/2
Columbus Day	10/12	10/11	10/10	10/9	10/14
Veterans Day	11/11	11/11	11/11	11/11	11/11
Thanksgiving Day	11/26	11/25	11/24	11/23	11/28
Christmas Eve	12/24	12/24	12/24	12/24	12/24
Christmas Day	12/25	12/25	12/25	12/25	12/25
New Year's Day	1/1	1/1	1/1	1/1	1/1

ORDINANCE NO. 2014-8
AN ORDINANCE OF THE BOROUGH OF PEMBERTON, COUNTY OF BURLINGTON, STATE OF
NEW JERSEY AMENDING ORDINANCE NO. 2003-10, CHAPTER 31 OF THE BOROUGH CODE
SECTION 12 CONTRACT FOR SERVICES, AND SECTION 13 ESCROW AND PAYMENT

BE IT ENACTED AND ORDAINED by the Borough Council of the Borough of Pemberton as follows:

Section 12. Contract for services.

- A. For purposes of contracts entered into in accordance with this article, the Chief of Police is designated as the contracting agent for the Borough of Pemberton and may sign such contracts on behalf of the Borough of Pemberton.
- B. Contracts shall be in a form prescribed by municipal counsel for the Borough of Pemberton.
- C. One copy of each fully signed contract shall be provided to the applicant, Chief Financial Officer, and the Municipal Clerk prior to the date off-duty police related services will commence.
- D. All contracts entered into in accordance with this article shall contain a provision establishing a cancellation fee equal to 50% of the estimate wages of the police officer. The cancellation fee, less 10% to be retained by the Borough of Pemberton as an administrative cancellation fee, shall be paid over to the police officer.
- E. All contracts entered into in accordance with this article shall contain a provision establishing fees related to the payment of wages of police officers who will engage in the off-duty assignment(s), hourly or daily fees for usage of Borough owned equipment, and an administrative fee.

Section 13. Escrow and payment.

- A. Prior to approval by the Chief of Police for a request for off-duty assignment, the Chief Financial Officer or the Borough Treasurer shall provide the Chief of Police with an escrow statement itemizing the estimate wages of the police officer, the Borough's contributions for pension, social security and such other contributions required to be made from public funds, and hourly fee for any Police Department equipment (e.g., patrol car, night vision scope, GPS). The escrow statement shall also include an estimated administrative fee of \$10.00 per hour to correspond with the hours worked by the officer.

- B. The escrow estimate together with a copy of the contract and instructions shall be forwarded to the applicant. Upon receipt of the escrow payment and signed contract from the applicant the Chief of Police shall immediately turn over the escrow payment to the Borough Treasurer and shall forward fully signed copies of the contract in accordance with §31-12 above.
- C. A copy of the escrow statement shall also be provided to the police officer and shall contain a statement that the police officer's request for the off-duty assignment has been approved conditioned upon receipt of the escrow payment and signed contract.
- D. The estimated and actual wages of the police officer shall be based on the rate of \$50.00 per hour.
- E. The hourly rate of \$10.00 per hour corresponding to the hours worked by the officer for administrative costs.
- F. The rate of \$90.00 per day for Borough owned vehicles/equipment.
- G. Escrow payments shall be in the form of cash or certified check or money order.
- H. No off-duty police related services shall be provided to any private person or private entity unless and until the escrow payment has been received by the Borough Treasurer.
- I. Upon completion of the off-duty police related services, the Chief Financial Officer shall prepare a final invoice. Should the final invoice for services, based on the services actually performed by the off-duty police officer, be less than the amount of the escrow, the Chief Financial Officer shall submit a resolution to the Borough Council approving disbursement of the escrow balance to the private person or private entity. In the event that the actual invoice for services exceeds the escrow balance, the Chief Financial Officer shall notify the private person or private entity that an amount remains due and must be paid within 10 calendar days of receipt of the invoice. Should any amounts due from a private person or private entity not be received within the 10-calendar day collection period, the Chief Financial Officer shall forward the contract and invoice to the municipal counsel for institution of collection proceedings.