

**BOROUGH OF LINCOLN PARK AND PBA LOCAL 192
2023 - 2027 MEMORANDUM OF AGREEMENT**

The Borough of Lincoln Park (Borough) and PBA Local 192 (PBA), the collective negotiations representatives for all Police Officers (i.e. non-supervisors), Sergeants and Lieutenants, tentatively agree to the following terms to be incorporated in the parties' successor collective negotiations agreement (CNA). Unless otherwise stipulated below all terms set forth herein shall be effective and otherwise retroactive to January 1, 2023 and applicable to any member who retired or otherwise separated from employment subsequent to December 31, 2022. Additionally, all terms set forth in the parties' 2020 - 2022 CNA shall be retained in the 2023 - 2027 CNA unless otherwise set forth below.

1. ARTICLE VII – TOURS OF DUTY AND OVERTIME.

Paragraph A. Additional text shall be added detailing the terms of the current "Pitman" schedule applicable to certain officers and detailed in an agreement entered into by and between the parties on or about June 18, 2002, said Agreement is attached hereto as Appendix D.

Kelly Time.

First, officers assigned to work the "Pitman" schedule shall continue to receive 110 hours of Kelly Time. However, "new hires" – which for all purposes referenced herein shall refer to all officers hired after April 1, 2023 – shall receive 104 hours.

Second, all such Kelly Time shall be prorated according to the number of weeks the officer is employed by the Borough and is assigned to the Pitman Schedule. For example, an officer assigned to work the Pitman schedule on July 1st of a given year shall receive 55 hours of Kelly Time or 52 hours for "new hires" as that term is defined above.

Third, consistent with the parties' current practice, all Kelly Time must be utilized by March 31st following the year in which it is granted. Any Kelly Time not utilized by this date shall be forfeited.

Fourth, Kelly Time shall be recorded separately from an officer's other leave time including, but not limited to, Compensatory (comp) time.

Paragraph C. This clause shall be revised so as to entitle any detective called in while otherwise duty to be compensated at the rate of time and one-half (1 ½) his/her base hourly rate.

Paragraph J (new). Officers continue to be able to elect to be paid for overtime worked at the rate of time and one-half (1 ½) their base hourly rate in cash or comp time. Officers shall be able to accrue up to a maximum of 200 hours comp time.

2. **ARTICLE IX – VACATION.**

Paragraph A. The annual vacation leave with pay for “new hires” as that term is defined above shall be earned at the following rate:

1 st year	72 hours (6 hours for each completed month of service)
Year 2 through the completion of 5 years	96 hours
Year 6 through the completion of 10 years	114 hours
Year 11 through the completion of 15 years	120 hours
Year 16 through the completion of 20 years	132 hours
21 years on	156 hours

Paragraph D. The existing clause shall be replaced with the following:

“Vacation days may not be accumulated for more than two (2) calendar years. Any unused vacation days carried forward from one calendar year into the next must be used during the second year or shall be forfeited. However, officers may sell back any unused vacation leave on an annually basis, as per Paragraph G below.”

3. **ARTICLE X – SICK LEAVE.**

Paragraph H. This provision shall be deleted as it is no longer applicable to any current officer.

4. **ARTICLE XIII – MILITARY LEAVE.**

Paragraph D. This clause shall be re-labeled “C”.

5. **ARTICLE XIV – SALARIES AND WAGES.**

Paragraph A(1). Annual salaries for the years 2023 - 2027 shall be as set forth in Appendix A and Appendix B attached hereto. Patrol Officers (i.e. non-supervisors) shall progress from one step to another as follows: (1) on anniversary date of his/her appointment for first twenty four (24) months of employment; and (2) thereafter, on January 1st of each calendar year. Sergeants and Lieutenants shall progress from one step to another on anniversary date of his/her promotion to current rank.

Paragraph E. This clause shall be deleted.

Paragraph F. Effective upon the ratification of this MOA by both parties, the hourly rates in subparagraphs (1) and (2) shall be increased to \$95.00 and \$60.00, respectively, while the hourly administrative/vehicle use fee to the Borough in said subparagraphs shall be increased to \$20.00 and \$10.00, respectively. Also, effective the ratification of this MOA by both parties, officers working any extra duty work shall be compensated a minimum of four (4) hours. In the event the extra duty work lasts longer than four (4) hours, the officers shall be compensated a minimum of eight (8) hours or the actual length of the assignment, whichever is greater.

6. **ARTICLE XV – PERSONAL HOURS.**

Paragraph A. The annual personal leave for “new hires”, again as defined above, shall be reduce to twelve (12) hours.

Paragraph B. This clause shall be deleted.

7. **ARTICLE XVI - COLLEGE CREDITS.**

Paragraph A. This clause shall be amended so as to entitle “new hires”, again as defined above, to an annual stipend payable on July 1st of each year for the attainment of the following degrees: \$1,200 (Associate Degree); \$2,500 (Bachelor’s Degree); and \$3,000 (Graduate Degree). These reimbursement amounts shall be pro-rated during the first calendar year of employment. In other words, the Stipend shall be divided by 365 (days) and then multiplied by the total number of days worked in the first year of employment to determine the pro-rated amount of the Stipend. For purposes of this calculation all leave with pay shall be considered a day(s) “worked”.

Paragraph C(6). This clause shall be deleted.

8. **ARTICLE XVII – HOSPITAL AND MEDICAL INSURANCE.**

Paragraph A. The current text shall be replaced with the following:

“All full time Members covered by this Agreement and eligible members of their family shall be entitled to full Health Insurance coverage provided through the North Jersey Municipal Employee Benefits Fund and Dental coverage provided through Horizon Blue Cross Blue Shield of New Jersey. The Complete Benefits Plans and Summary Plan Description is attached as Appendix C. A copy shall also be maintained on file in the Borough Administrator’s Office. The Borough and Members shall pay the premiums for these benefits in accordance with the provisions of the Pensions and Health Benefits Reform Act under Chapter 78, P.L. 2011. The Borough shall be permitted to change carriers provided that the new coverage is substantially equivalent to the existing coverage referenced above.”

Attached hereto as Appendix C is the 2-two page summary plan description and the cover page of the December 2019 Borough of Lincoln Park North Jersey Municipal Employee Benefits Fund Plan Document and Summary Plan Description referred to in the above text.

Paragraph D. This clause shall be deleted.

Paragraph G. Eye Care Plan coverage shall be eliminated for “new hires”, again as that term is defined above. Also, this clause shall reference the parties’ Consent Arbitration Award and attached hereto as Appendix E.

9. **ARTICLE XVIII – UNIFORM ALLOWANCE.**

The Borough shall reimburse officers up to \$700 annually for the periodic replacement of components of an officer's uniform upon the receipt of proper documentation by the Chief of Police or his/her designee of the purchase of same.

10. **ARTICLE XIX – PAID TIME OFF (PTO).**

This clause shall be replaced with the following:


“Only Personal Leave and Holiday Leave will be converted to “Paid Time Off” (“PTO”) to be taken by the Member subject to approval by the Chief of Police. At the end of the year, any unused PTO converted from Personal Leave and/or Holiday Leave will be transferred over to the Member’s “PTO Bank” and therefore available in subsequent years for use as “PTO Time” in accordance with standard procedures. The Member can sell back up to 120 hours from his/her PTO Bank each year – in addition to any unused hours from his current year’s allotment of Personal Leave and Holiday Leave. All other provisions as it pertains to Personal Leave and Holiday Leave will remain the same.”

11. **ARTICLE 26 – DURATION OF AGREEMENT.** January 1, 2023 to December 31, 2027.

The terms set forth above are tentative and subject to ratification by the Borough's Governing Body as well as the membership of the PBA.

BOROUGH OF LINCOLN PARK

Date:

 #58
Sean Soto

PBA LOCAL 192

Date: 5/10/2023

Appendix A

APPENDIX A					
BASE SALARIES FOR OFFICERS HIRED BEFORE JANUARY 1, 2008					
	2023	2024	2025	2026	2027
Patrol Officer					
12 - 14 yr	137,069	141,181	145,416	149,778	154,271
15 - 17 yr	138,849	143,014	147,304	151,723	156,275
18 - 19 yr	140,843	145,068	149,420	153,903	158,520
20 - 21 yr	142,623	146,902	151,309	155,848	160,523
22 - 23 yr	144,084	148,407	152,859	157,445	162,168
24+ yr	146,804	151,208	155,744	160,416	165,228
Sergeant					
12 - 14 yr	149,558	154,045	158,666	163,426	168,329
15 - 17 yr	151,337	155,877	160,553	165,370	170,331
18 - 19 yr	153,687	158,298	163,047	167,938	172,976
20-21yr	155,468	160,132	164,936	169,884	174,981
22 - 23 yr	156,927	161,635	166,484	171,479	176,623
24+ yr	159,763	164,556	169,493	174,578	179,815
Lieutenant					
12 - 14 yr	163,522	168,428	173,481	178,685	184,046
15 - 17 yr	165,301	170,260	175,368	180,629	186,048
18 - 19 yr	168,045	173,086	178,279	183,627	189,136
20-21 yr	169,822	174,917	180,165	185,570	191,137
22 - 23 yr	171,285	176,424	181,717	187,169	192,784
24+ yr	174,250	179,478	184,862	190,408	196,120

Borough's proposal 11.23.22 3% for 5 years

Appendix B

APPENDIX B					
BASE SALARIES FOR OFFICERS HIRED AFTER JANUARY 1, 2008					
Patrol Officer Propose	3% 2023	2.5 2024	2.5 2025	2.5 2026	2.5 2027
Step/Year					
1	51,294	52,576	53,890	55,237	56,618
2	60,603	62,118	63,671	65,263	66,895
3	69,913	71,661	73,453	75,289	77,171
4	79,222	81,203	83,233	85,314	87,447
5	85,428	87,564	89,753	91,997	94,297
6	91,634	93,925	96,273	98,680	101,147
7	97,840	100,286	102,793	105,363	107,997
8	104,047	106,648	109,314	112,047	114,848
9	110,252	113,008	115,833	118,729	121,697
10	116,459	119,370	122,354	125,413	128,548
11	122,664	125,731	128,874	132,096	135,398
12	128,869	132,091	135,393	138,778	142,247
13	135,075	138,452	141,913	145,461	149,098
14	137,557	140,996	144,521	148,134	151,837
15	138,797	142,267	145,824	149,470	153,207
Sergeant Propose					
Year 1	144,711	148,329	152,037	155,838	159,734
Year 2	146,026	149,677	153,419	157,254	161,185
Year 3	147,343	151,027	154,802	158,672	162,639
Year 4	148,657	152,373	156,183	160,087	164,090
Lieutenant Propose					
Year 1	157,735	161,678	165,720	169,863	174,110
Year 2	159,169	163,148	167,227	171,408	175,693
Year 3	160,603	164,618	168,734	172,952	177,276
Year 4	162,037	166,088	170,240	174,496	178,859
Borough's proposal 3/15/23 - 3% first year and 2.5% year 2 through 5					

Appendix C



BOROUGH OF LINCOLN PARK

PLAN DOCUMENT AND SUMMARY PLAN DESCRIPTION

Appendix C

29.2

NORTH JERSEY MUNICIPAL EMPLOYEE BENEFITS FUND									
Open Enrollment period October 31st - November 18th 2021 - Effective 1/1/23									
Borough of Lincoln Park									
EMPLOYEES HIRED AFTER 10/1/2007									
	A	B	C	D	E	F			
Networks used	Aetna Choice POS II (Open Access)		Aetna Preferred Plan (Non-Gated)		Aetna High Deductible Plan (HDHP) to be paired with Aetna Health Savings Account (HSA)				
BENEFIT:	IN-NETWORK	OUT-OF-NETWORK	IN-NETWORK	OUT-OF-NETWORK	IN-NETWORK	OUT-OF-NETWORK			
1	None	\$100 Individual/\$200 Family	\$500 per covered individual	\$1,000 per family	\$5,000 including deductible	\$7,500 including deductible			
2	None	\$2,000	\$2,000 per person including ded.	\$4,000 per person including ded.	Unlimited	Unlimited			
3	None	\$4,000	\$4,000 per person including ded.	\$8,000 per family including ded.	Unlimited	Unlimited			
4	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited			
5	100%	70% after deductible	80% after deductible	60% after deductible	100% after deductible	80% after deductible			
6	\$70 copay	70% after deductible	80% after deductible	60% after deductible	100% after deductible	80% after deductible			
7	\$25 copay (waived if admitted)	\$25 copay (waived if admitted)	\$100 copay then covered at 80% after deductible	\$100 copay if approved as in-network, 60% after deductible	100% after deductible	80% after deductible			
8	100% per admission	70% after deductible per admission - 60 day maximum	80% after deductible	60% after deductible	100% after deductible 240 day maximum	80% after deductible			
9	100%	70% after deductible	80% after deductible	60% after deductible	100% after deductible	80% after deductible			
10	\$20 copay then 100% for physician office services - Inpatient/Outpatient hospital or facility 100%	70% after \$100 ded. for physician office services - Inpatient/Outpatient hospital or facility 100%	80% after deductible	60% after deductible	100% after deductible	80% after deductible			
11	Inpatient Services (Lab, X-ray, Medication)	4 Inpatient attempts per lifetime	\$15,000 lifetime limit	Not Covered	Not Covered	Not Covered			
12	Preferred Lab	QUEST & Labcorp	QUEST & Labcorp	QUEST & Labcorp	QUEST & Labcorp	QUEST & Labcorp			
13	Inpatient Physician	100%	80% after deductible	60% after deductible	100% after deductible	80% after deductible			
14	Inpatient Surgery	100%	80% after deductible	60% after deductible	100% after deductible	80% after deductible			
15	Outpatient Surgery	100%	80% after deductible	60% after deductible	100% after deductible	80% after deductible			
16	Office Visits	\$20 copay	\$20 copay	\$20 copay	100% after deductible	80% after deductible			
17	Chiropractic services - subject to medical review	\$70 copay-60 visits max	70% after deductible - \$1,000 max	Combined limit of 30 visits per calendar year, \$10 copay per visit	Combined limit of 30 visits per calendar year, ded applies then 60%	80% after deductible			
18	MISCELLANEOUS:	\$20 copay per visit	70% after deductible	Combined limit of 30 visits per calendar year, \$10 copay per visit	Combined limit of 30 visits per calendar year, ded applies then 60%	80% after deductible			
19	Physical & Speech Therapy - subject to medical review	100% of the cost per item	70% after deductible per item	80% after deductible	100% after deductible	80% after deductible			
20	Durable Medical Equipment	Deductible Waived - 90% Genetic or blood tests	20% co-insurance and after ded, 20% going toward the MOOP in network	60% after deductible	100% after deductible per item	80% after deductible per item			
21	Prescriptions				Zero copay after deductible				
22	SPECIALIZED CARE:								
23	Roundtable Addl Care-Office visits, pap smear, mammogram, prostate screening, gyno exam, x-rays, lab blood tests	\$20 copay - 1 visit per year	100% coverage, deductible waived; \$350 maximum	100% deductible waived	Not Covered	100% deductible waived			
24	Roundtable Well Child-Office visits, routine exams, x-rays, lab blood tests, hearing tests, vision tests and immunizations through age 12.	\$15 copay	100% coverage, deductible waived; \$350 maximum	100% deductible waived	Not Covered	100% deductible waived			
25	Maternity	\$15 copay first visit	70% after deductible	80% after deductible	60% after deductible	80% after deductible			
26	Mental Health & Substance Abuse	Inpatient and Outpatient Services 100% coverage	Inpatient and Outpatient Services 80% after deductible	Inpatient and Outpatient Services 60% after deductible	Inpatient and Outpatient Services 60% after deductible	Inpatient and Outpatient Services 80% after deductible			
27	Vision	Roundtable Eye Exam - 1 exam per 12 months at \$20 copay	Not Covered	Not Covered	Not Covered	Not Covered			
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IMPORTANT NOTE: The Plan does not insure for the chart use for illustrative purposes only. Specific benefit coverage information is provided. All benefit coverage (payments) will be determined by the Plan Document.

Appendix C ps. 1

NORTH JERSEY MUNICIPAL EMPLOYEE BENEFITS FUND									
Open Enrollment period October 31st - November 18th, 2022- Effective 1/1/23									
Borough of Lincoln Park									
EMPLOYEES HIRED PRIOR TO 10/1/2007									
	A	B	C	D	E	F	G	H	
	Aetna Choice \$5 (Open Access)		Aetna Choice \$20 (Open Access)		Aetna Preferred Plan (Non-Gate)		Aetna High Deductible Plan (HDHP) to be paired with Aetna Health Savings Account (HSA)		
	IN-NETWORK	OUT-OF-NETWORK	IN-NETWORK	OUT-OF-NETWORK	IN-NETWORK	OUT-OF-NETWORK	IN-NETWORK	OUT-OF-NETWORK	Open Access POS II
1	DEDUCTIBLE:	None	None	None	None	None	None	None	None
2	OUT OF POCKET MAXIMUM:	\$100 individual/\$200 family	\$100 individual/\$200 family	\$100 individual/\$200 family	\$100 individual/\$200 family	\$100 individual/\$200 family	\$100 individual/\$200 family	\$100 individual/\$200 family	\$1,500 including deductibles
3	PER PERSON:	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$1,500 including deductibles
4	PER FAMILY:	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$1,500 including deductibles
5	LIFETIME MAXIMUM:	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
6	PROSPECTIVE RISK ADJUSTMENT:	100%	100%	100%	100%	100%	100%	100%	100%
7	Emergency Room/Accidental Injury	\$5 copay (waived if admitted)	\$25 copay (waived if admitted)	\$25 copay (waived if admitted)	\$25 copay (waived if admitted)	\$25 copay (waived if admitted)	\$25 copay (waived if admitted)	\$25 copay (waived if admitted)	80% after deductible
8	Isolated Wound/Facility	100% per admission	70% after deductible - 240 day maximum	70% after deductible - 240 day maximum	70% after deductible - 240 day maximum	70% after deductible - 240 day maximum	70% after deductible - 240 day maximum	70% after deductible - 240 day maximum	80% after deductible
9	Diagnosis X-ray & Lab Exam	100%	70% after deductible	70% after deductible	70% after deductible	70% after deductible	70% after deductible	70% after deductible	80% after deductible
10	Inpatient Services	\$5 copay then 100% for physician office services - Inpatient/Outpatient hospital or facility 100%	\$20 copay then 100% for physician office services - Inpatient/Outpatient hospital or facility 100%	\$20 copay then 100% for physician office services - Inpatient/Outpatient hospital or facility 100%	\$20 copay then 100% for physician office services - Inpatient/Outpatient hospital or facility 100%	\$20 copay then 100% for physician office services - Inpatient/Outpatient hospital or facility 100%	\$20 copay then 100% for physician office services - Inpatient/Outpatient hospital or facility 100%	\$20 copay then 100% for physician office services - Inpatient/Outpatient hospital or facility 100%	80% after deductible
11	Inpatient Services - Maximum	4 Inpatient admissions per lifetime	4 Inpatient admissions per lifetime	4 Inpatient admissions per lifetime	4 Inpatient admissions per lifetime	4 Inpatient admissions per lifetime	4 Inpatient admissions per lifetime	4 Inpatient admissions per lifetime	80% after deductible
12	PHYSICIAN:	QUEST & Labcorp	QUEST & Labcorp	QUEST & Labcorp	QUEST & Labcorp	QUEST & Labcorp	QUEST & Labcorp	QUEST & Labcorp	100% after deductible
13	Lab:	100%	100%	100%	100%	100%	100%	100%	100% after deductible
14	Inpatient Services:	100%	70% after deductible	70% after deductible	70% after deductible	70% after deductible	70% after deductible	70% after deductible	80% after deductible
15	Outpatient Services:	100%	70% after deductible	70% after deductible	70% after deductible	70% after deductible	70% after deductible	70% after deductible	80% after deductible
16	Office Visits:	\$5 copay	\$5 copay	\$5 copay	\$5 copay	\$5 copay	\$5 copay	\$5 copay	80% after deductible
17	Chiropractic Visits - Subject to medical review:	\$5 copay - 10 visits maximum	70% after deductible - \$1,000 maximum	70% after deductible - \$1,000 maximum	70% after deductible - \$1,000 maximum	70% after deductible - \$1,000 maximum	70% after deductible - \$1,000 maximum	70% after deductible - \$1,000 maximum	80% after deductible
18	Physical & Speech Therapy - Subject to medical review:	\$5 copay per visit	70% after deductible	70% after deductible	70% after deductible	70% after deductible	70% after deductible	70% after deductible	80% after deductible
19	Durable Medical Equipment:	80% of the cost per item	80% of the cost per item	80% of the cost per item	80% of the cost per item	80% of the cost per item	80% of the cost per item	80% of the cost per item	80% after deductible
20	PRESCRIPTIONS:	Deductible Waiver - 80% Generic or Brand Name	Deductible Waiver - 80% Generic or Brand Name	Deductible Waiver - 80% Generic or Brand Name	Deductible Waiver - 80% Generic or Brand Name	Deductible Waiver - 80% Generic or Brand Name	Deductible Waiver - 80% Generic or Brand Name	Deductible Waiver - 80% Generic or Brand Name	80% after deductible
21	ROUTINE CARE:	\$5 copay - 1 visit per year	Not Covered	Not Covered	100% coverage; deductible waived; \$350 maximum	100% coverage; deductible waived; \$350 maximum	100% coverage; deductible waived; \$350 maximum	100% coverage; deductible waived; \$350 maximum	80% after deductible
22	Routine Well Child-Office visits, routine exams, preps, lab, blood tests, immunizations through age 12, Maternity	\$5 copay	Not Covered	Not Covered	100% coverage; deductible waived; \$350 maximum	100% coverage; deductible waived; \$350 maximum	100% coverage; deductible waived; \$350 maximum	100% coverage; deductible waived; \$350 maximum	80% after deductible
23	Mental Health & Substance Abuse	Inpatient Services - IHI 100% SA 100% Outpatient Services - IHI \$5 copay SA \$5 in maximum	Inpatient Services - IHI 70% after deductible SA 100% Outpatient Services - IHI 70% after deductible SA 100% maximum	Inpatient and Outpatient Services 100% coverage	Inpatient and Outpatient Services 80% after deductible	Inpatient and Outpatient Services 80% after deductible	Inpatient and Outpatient Services 80% after deductible	Inpatient and Outpatient Services 80% after deductible	Inpatient and Outpatient Services 80% after deductible
24	VISION:	Routine Eye Exam - 1 exam per 12 months at \$20 copay	Not Covered	Not Covered	Routine Eye Exam - 1 exam per 24 months at 100% coverage deductible waived	Routine Eye Exam - 1 exam per 24 months at 100% coverage deductible waived	Routine Eye Exam - 1 exam per 24 months at 100% coverage deductible waived	Routine Eye Exam - 1 exam per 24 months at 100% coverage deductible waived	Routine Eye Exam - 1 exam per 24 months at 100% coverage deductible waived
25	Single	\$977	\$977	\$977	\$977	\$977	\$977	\$977	\$731
26	P/C	\$1,473	\$1,473	\$1,473	\$1,473	\$1,473	\$1,473	\$1,473	\$1,082
27	H/W	\$2,221	\$2,221	\$2,177	\$2,177	\$2,177	\$2,177	\$2,177	\$1,632
28	Family	\$2,578	\$2,578	\$2,529	\$2,529	\$2,529	\$2,529	\$2,529	\$1,898

IMPORTANT NOTE: The benefits listed in this chart are for illustrative purposes only. Specific benefit coverage information is provided in the Plan Document. All benefit coverage (amounts) will be determined by the Plan Document.

Appendix D

AGREEMENT AS TO TRIAL POLICE SCHEDULING PROGRAM

between
Lincoln Park PBA Local 192
and
the Borough of Lincoln Park

WHEREAS, Lincoln Park PBA Local 192 ("PBA") and the Borough of Lincoln Park ("Borough") are parties to a collective negotiations agreement covering the period January 1, 2000 to December 31, 2003 ("Labor Contract"); and

WHEREAS, the Labor Contract provides for a regular tour of duty of eight hours, according to a work schedule established by the Chief of Police; and

WHEREAS, the parties have agreed to try a new work schedule, the details of which are set forth herein, for a trial period beginning on May 1, 2002 and ending on December 31, 2003 ("Trial Period");

NOW, THEREFORE, the parties agree as follows:

1. The above recitations of facts and circumstances set forth in the preceding "Whereas" clauses are expressly incorporated and form a part of the terms of this Agreement.
2. During the Trial Period, police officers subject to the terms of the Labor Contract shall work a twelve (12) hour regular tour of duty on a fourteen (14) day work cycle, pursuant to §7(k) of the Fair Labor Standards Act, 29 U.S.C. §201 *et. seq.* The fourteen (14) day work cycle shall operate as follows: 2 days on duty, followed by 3 days off duty, followed by 2 days on duty, followed by 2 days off duty, followed by 3 days on duty, followed by 2 days off duty. This work schedule results in a total of 84 hours worked in each 14 day cycle.
3. As the work schedule to be implemented during the trial period will result in an annual increase in the number of regularly scheduled work hours from 2080 to 2190, police officers who are subject to the Labor Contract will be given one hundred and ten (110) hours of compensatory time per full calendar year to compensate them for additional hours worked as a result of the new work schedule. Compensatory time will be prorated for the 2002 calendar year.
4. The PBA acknowledges and agrees that, under a 14 day work cycle, the schedule to be implemented during the Trial Period does not entitle its members to overtime for the additional 110 hours worked, and the compensatory time granted under Paragraph 3 are straight time hours.
5. The compensatory time granted pursuant to Paragraphs 3 and 4 above will be accrued quarterly and awarded in four (4) equal installments: on April 1 for the quarter ending March 31; on July 1 for the quarter ending June 30; on October 1

- for the quarter ending September 30; and on January 1 of the next year for the quarter ending December 31.
6. Compensatory time must be used in the quarter in which it is awarded. Thus, for example, compensatory time that is accrued for the period January 1, 2003 to March 31, 2003 and that is awarded on April 1, 2003, must be used between April 1, 2003 and June 30, 2003. Any compensatory time that is not used in the quarter in which it is awarded will be lost.
 7. The use of accrued compensatory time shall be subject to the approval of the Chief of Police or his designee, such approval not to be unreasonably withheld. The parties agree that it shall not be unreasonable for the Chief of Police or his designee to deny the use of compensatory time granted pursuant to this trial program when the use of such compensatory time will create an overtime situation.
 8. During the trial period, all paid time off that is addressed in the Labor Contract (e.g. sick time, vacation time, holidays, bereavement leave, personal time, sick day incentives) will be converted from a daily benefit to an hourly benefit, with a day equaling eight (8) hours. Thus, for example, 3 days of vacation would be converted to 24 hours of vacation. This conversion will be effective as of May 1, 2002, and will apply to all paid time off to which an individual is entitled, regardless of whether the time was accrued prior to May 1, 2002. The use of paid time off during the Trial Period will be on an hour-for-hour basis.
 9. Upon the conclusion of the trial period on December 31, 2003, the work schedules in effect just prior to the signing of this document will be reinstated unless the parties mutually agree, in writing, otherwise.
 10. The parties will meet to resolve any disagreements concerning the intent or operation of this Agreement prior to resorting to the contractual grievance procedure. Any such meeting will be attended by the Chief of Police, a representative(s) of the PBA, and a Borough representative.
 11. Nothing in this Agreement or in the parties' respective willingness to enter into this Agreement shall establish or be construed as a past practice, nor an agreement to continue the terms of this Agreement beyond the end of the trial period on December 31, 2003.
 12. This Agreement shall not be admissible in any interest arbitration or scope of negotiations proceeding.
 13. The parties have had ample opportunity to review this Agreement and enter into it knowingly and voluntarily with the intent to be bound.
 14. Should any provisions of this Agreement be held to be illegal, void or unenforceable, such provision shall be of no force and effect. However, the illegality or unenforceability of any such provision shall have no effect upon, and shall not impair the enforceability of, any other provision of this Agreement.
 15. This Agreement contains the complete understanding between the PBA and the Borough, and no other promises or agreements concerning the subjects covered herein shall be binding unless signed by both. In signing this Agreement, the

parties are not relying on any fact, statement or assumption not set forth in this Agreement.

- 16. This Agreement may be terminated during the Trial Period by either party upon seven (7) days written notice to the other party. The parties agree that the decision to terminate the Agreement during the Trial Period will be binding, and will not be subject to challenge in any type or proceeding or forum, including but not limited to a grievance, court action, or PERC action.
- 17. This Agreement may not be changed, amended or modified or any provision waived, in whole or in part, except by writing duly executed and verified by the PBA and the Borough.

BY SIGNING BELOW, THE PBA AND THE BOROUGH INDICATE THAT THEY HAVE CAREFULLY READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT, ENTER INTO THIS AGREEMENT KNOWINGLY, VOLUNTARILY AND OF THEIR OWN FREE WILL, UNDERSTAND ITS TERMS AND SIGNIFICANCE, AND INTEND TO ABIDE BY ITS PROVISIONS WITHOUT EXCEPTION.

LINCOLN PARK PBA LOCAL 192

By: [Signature] Date: 6/11/02

BOROUGH OF LINCOLN PARK

By: [Signature] Date: 6/18/02

**ADDENDUM TO 2023-2027 COLLECTIVE NEGOTIATIONS AGREEMENTS
BY AND BETWEEN THE BOROUGH OF LINCOLN PARK AND
PBA LOCAL No.192**

WHEREAS, the Borough of Lincoln Park (Borough) and PBA Local No.192 (PBA) are parties to a Collective Negotiations Agreement (CNA) which covers the period of January 1, 2023 to December 31, 2027; and

WHEREAS, Article XVII, Paragraph B, of the 2023-2027 CNA obligates the Borough to provide post-retirement medical benefits to eligible members until the age of sixty-five (65);

WHEREAS, Article XVII, Paragraph B(1), of the 2023-2027 CNA entitles retirees currently receiving post-retirement medical benefits to reimbursement from the Borough for the cost of Medigap Plan C and Part D coverage provided through AARP or its equivalent upon attaining age sixty-five (65), provided said individual was retired as of January 1, 2013;

WHEREAS, it appears that Medigap Plan C coverage is not available to anyone turning age sixty-five (65) after January 1, 2020; and

WHEREAS, The parties desire to amend Article XVII, Paragraph B(1), of the 2023-2027 CNA so as to recognize that Plan C coverage is not available to retirees turning age sixty-five (65) after January 1, 2020 and, for those retirees, substitute Medigap Plan D coverage instead;

NOW, THEREFORE BE IT RESOLVED, in consideration for the promises and mutual covenants set forth herein, the Parties agree as follows:

1. Article XVII, Paragraph B(1), shall be hereby amended, effective immediately upon the full execution of this Addendum by both parties, so as to add the following passage:

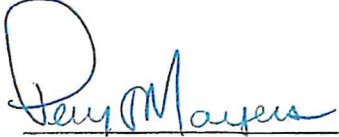
“Retirees turning age sixty-five (65) after January 1, 2020 shall be eligible for reimbursement for Medigap Plan D coverage only.”


2. All other provisions of 2023-2027 CNA referred to above shall be retained, verbatim, and otherwise remain in full force and effect.
3. The Parties attest that each respective representative executing this Addendum has the authority to enter into the Addendum as well as the authority to bind their respective bodies to the terms stated herein.

IN WITNESS WHEREOF, the Parties have executed this Addendum through their respective duly authorized representatives.

BOROUGH OF LINCOLN PARK

PBA LOCAL No. 192


Henry Mayer
Borough Administrator


Thomas LaChance, PBA President

Dated: 7/17/2024

Dated: 07/17/2024