

**AGREEMENT BETWEEN
THE TOWNSHIP OF PEQUANNOCK
AND
P.B.A. LOCAL 172
SUPERIOR OFFICERS ASSOCIATION**

January 1, 2024 through December 31, 2027

ARTICLE I

SOA AND MANAGEMENT RIGHTS

SOA RIGHTS:

- A. The Township agrees to grant time off, as provided by State Statute, to three officially designated members of the SOA to attend the official State Convention, provided that 30 days written notice is given to the Chief of Police by the SOA. In addition, the Township shall pay up to \$200 to each of two official representatives of Local #172 for documented expenses associated with attendance at the New Jersey PBA Convention. It is understood that said payments are subject to all regulations applicable to other full-time employees and that said payments shall be made only on the condition that the Township Manager, mayor or top management personnel are authorized equal or greater funding amount for attending conventions in the same calendar year.
- B. During negotiations between the Township and the PBA/SOA, the official committee of the SOA shall be excused from their work duties to participate in the negotiating sessions and shall suffer no loss of regular pay.
- C. The Township agrees that the SOA shall have the right to make written recommendations and suggestions to the Chief of Police and the Township Manager in connection with the departmental rules and regulations.
- D. The Township hereby recognizes the Pequannock Township SOA as the exclusive and sole representative for the collective bargaining negotiations concerning the terms and conditions of employment for all superior officers of the Pequannock Township Police Department.
- E. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974, and its amendments and supplements in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment.
- F. All provisions of this Agreement will continue in effect until a successor agreement is negotiated. All terms and conditions of employment, including any past or present benefits, practices or privileges which are enjoyed by the employees covered by this Agreement that have not been included in this Agreement shall not be reduced or eliminated and shall continue in full force and effect.

MANAGEMENT RIGHTS:

- G. Except to the extent expressly modified by a specific provision of this agreement and as modified by the law, the Township hereby retains and reserves unto itself all powers, rights and authority, duties and responsibilities conferred upon and vested in it prior to the signing of this agreement by the laws and constitution of the United States including but without limiting the generality of the foregoing rights:
 - 1. To the executive management and administrative control of the township government and its properties and facilities and the activities of its employees, including those covered by this agreement.
 - 2. To hire all employees subject to the provisions of law; to determine their qualifications and conditions for continued employment or assignment, and to promote and transfer employees, pursuant to law.
 - 3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.
- H. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules and practices which are not terms and conditions of employment and furtherance thereof and the use of judgement and discretion in connection therewith shall be limited 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.
- I. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under any national, state, county or local law.
- J. Nothing contained herein shall be construed to deny or restrict the Township of its rights to seek and obtain such judicial relief as it may be entitled to have in law or in equity or injunction or damages, or both, in the event of breach of the SOA or its members. Nothing contained herein shall be construed as to deny or restrict the SOA members the right to the grievance procedures as outlined within this Agreement.
- K. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representatives before they are established.

ARTICLE II

TOUR OF DUTY, OVERTIME, PAID TIME OFF

- A. The regular tour of duty for police officers shall be eight (8), ten (10) or twelve (12) hours per day. All work assignments shall be established by the Chief of Police.
- B. Superior officers shall be compensated at the current IRS standard mileage rate per mile for the use of his personal vehicle while conducting any official business outside of the Township, excluding court time.
- C. All benefit time including holidays, vacations, sick leave and personal days, has been converted to paid time off (referred to as "PTO" for the remainder of this contract), for the administration of accumulation and use of superior officers accrued time. Following this conversion, there will be no designation for the individual benefit time.
- D. It is agreed upon that Superior Officers shall be compensated with 10 hours of PTO each year, in lieu of any buyback of accrued PTO at retirement.
- E. Paid time off shall be only utilized at the discretion of the Chief of Police or the Chief's Designee, based on Department Policy.
- F. When a Superior Officer works in the capacity of a higher rank for a period of thirty days or more, said officer shall receive compensation equivalent to 70% of the difference between the two ranks, in addition to current compensation.
- G. All officers shall receive four (4) hours minimum payment for side-jobs/outside duty.
- H. Officers hired prior to January 1, 2024, shall be entitled to terminal leave up to the amount of Paid Time Off in their respective PTO bank. Officers hired on or after January 1, 2024, shall be limited to three (3) months terminal leave. Upon filing for retirement with PFRS and upon initiation of terminal leave, the officer's retirement shall be deemed irrevocable unless approved by the Township.

ARTICLE III

PAID TIME OFF (PTO)

- A. Full time police officers shall be entitled to 15 days or one hundred and twenty (120) hours of accumulated PTO leave per year. PTO leave shall be accumulated at the rate 10 hours (1 ¼ days) per month, plus additional PTO from date of hire and accrued on a monthly basis, according to the following schedule.

<u>Months of Continuous Service</u>	<u>Days of PTO Earned</u>
1 - 48 months	0.83 days/month
49 - 108 months	1.25 days/month
109 – 192 months	1.67 days/month
193 – 228 months	1.75 days/month
229 – 240 months	1.83 days/month
241 – 252 months	1.92 days/month
253 – 264 months	2.0 days/month
265 – 276 months	2.08 days/month
277 + months	2.16 days/month

- B. Each Superior Officer shall be compensated with 10 hours of PTO, each year, in lieu of any annual PTO buyback.
- C. All officers shall accumulate an unlimited number of hours of unused PTO leave to be used as PTO.
- D. Each officer may be granted four (4) PTO days, regardless of work assignment each year with pay at the discretion of the Chief of Police. Personal days may be used for bereavement purposes. The definition of bereavement is any death in the immediate family and the immediate family shall include, but not be limited to, the employee's husband, wife, child, stepchild, mother, father, brother or sister, father in law, mother in law, brother in law, sister in law, maternal or paternal grandparents. This time is in addition to the 120 hours and earned time, per schedule provided for in section A.
- E. The Township agrees to provide ten (10) eight hour holidays, in the form of PTO to each police officer at the beginning of each calendar year. This time is in addition to the 120 hours and earned time, per schedule provided for in section A.

ARTICLE IV

WORKER'S COMPENSATION AND LONG TERM PTO

- A. In extenuating circumstances, the Township Manager may, at his discretion, grant long term PTO leave at full rate of pay for up to six (6) months for accidental disabilities such as heart attacks, broken limbs, major surgery or serious illness. An additional six (6) months leave may be provided at one half of the officer's regular rate of pay, and these provisions would be effective following the expiration of accumulated PTO. It is agreed that forty (40) hours per year can be paid back to the town after the employee returns to work.
- B. For officers injured in the line of duty, the Township will supplement the amount of insurance coverage to provide that each officer shall receive full salary for the first six month period of injury. After the first six month period, the Township will continue to provide full salary until the officer can resume full duty or a final judgment is made by the State Worker's Compensation Board. During this period, the officer's accumulated PTO will be applied at the rate of one-third (1/3) per day. If accumulated PTO expires during this period, the Township will continue full salary coverage.
- C. An officer who is absent due to illness shall, on his return to work or upon the request of the Chief of Police, submit a doctor's certificate attesting to recovery of said illness to the Chief of Police, who shall forward it to the Township Manager. The Township Manager may require an additional examination by a physician chosen by the Township Manager and paid by the Township certifying to the officer's complete recovery.

ARTICLE V

SALARIES

A. All salaries will be increased as follows:

Effective 1/1/24	-	3.5%
Effective 1/1/25	-	3.0%
Effective 1/1/26	-	2.75%
Effective 1/1/27	-	2.5%

Lieutenant hired after 1/2/1999

2024	2025	2026	2027
\$182,015	\$187,476	\$192,631	\$197,447

Captain hired after 1/2/1999

\$192,529	\$198,304	\$203,758	\$208,852
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ARTICLE VI
PERSONNEL FILES

A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Township Manager, and may be used for evaluation purposes.

Upon advance notice and at reasonable times, any member of the department may at any time review his personnel file. However, this appointment for review must be made through the Chief of Police or his designated representative.

Whenever a written complaint concerning an officer of his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires and he shall be permitted to place said rebuttal in his file. When the employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the employee shall be furnished with all details of the complaint, including the identity of the complainant.

All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed there from. Removal of any material from a personnel file by any member of the force shall subject that member to appropriate disciplinary action.

ARTICLE VII

UNIFORMS

- A. The Township will supply uniforms to all members of the police department upon their hiring.
- B. The Township will supply body armor vests, based on a rotating schedule, to be determined by the Chief of Police or at the replacement recommendation by the manufacturer, through available local, state and federal funding.
- C. The Township will replace uniforms, personal clothing, equipment or eyeglasses that are damaged while the officer is acting in the line of duty.
- D. Effective January 1, 2024, an annual uniform allowance of \$500 per officer is established. Eligible expenses for uniform replacement shall be reimbursed upon the submission of a receipt for eligible items to the Chief of Police. List of eligible items are as follows: Hats, Shirts, Pants, Footwear, Jackets, Sweaters, Gloves, Brass, Flashlights, Ear Protection, Glasses/Sunglasses/Eye Protection, Knives/Multitools, Handcuffs, Watches, Belts/Equipment Cases.

ARTICLE VIII

HEALTH BENEFITS

- A. The Township will continue to provide the same quality of health care as provided in the preceding contract to all employees within the bargaining unit and their dependents under a plan designated the Pequannock Township Self Insurance Plan, or amended to its equivalent under the terms of this section.
- B. The Township shall implement the provisions of P.L. 2011, Chapter 78 which required employee contributions towards health benefit costs. The associated phase in of contributions and percentage of premiums are hereby established in accordance with state law and will be implemented upon the effective date of this agreement.
- C. The Township will establish alternative health coverage options and will provide a minimum of 3 health plan options for the term of this agreement. Members will be permitted to annually select a plan of coverage during an enrollment period preceding the plan year. Coverage selections may also be changed at other times based on the qualifying events established under COBRA. The existing plan of benefits will remain one of the plan alternatives through this contract period.
- D. Members shall be permitted to opt out of group health insurance coverage during each annual enrollment period. Any member who opts out shall receive 25% of the savings, not to exceed \$5,000. Members may opt back into coverage based on a qualifying event under COBRA at the rate established had they not opted out, and may opt back into coverage during any subsequent annual enrollment period.
- E. Members will be allowed to buy back Paid Time Off (PTO) at the individual's current rate to offset required health plan contributions under the following conditions:
 - 1) The Township will provide the cost for each employee after the close of the enrollment period.
 - 2) Members may elect to use PTO as payment on an annual basis and PTO will be charged quarterly through the year.
 - 3) Members may elect to use six (6) months of PTO as payment along with six (6) months of salary deductions as payment for health care coverage. The six (6) months of salary deductions will be deducted throughout a 12 month period.
 - 4) Members must maintain a minimum of 45 days (360 hours) of PTO and if the amount of PTO credited to a member falls below 45 days (360 hours), regular payroll deductions will resume for the next quarter.
 - 5) Members may elect to use PTO as payment for health coverage for the calendar year of their retirement.

- F. The Township shall provide continued health coverage to members who retire with a minimum of 25 years of service to the Township under the following provisions:
- 1) All other members shall pay a share of the premium in accordance with the requirements of P.L. 2011, Chapter 78.
 - 2) Retired employees shall enroll in Medicare/Medicaid when they become eligible and shall maintain that enrollment, including enrollment in Part B and Part D. Medicare/Medicaid shall become the retiree's primary coverage.
- G. Employees who qualify for retiree health benefits may elect to maintain health coverage for their spouse under the following provisions:
- 1) The same plan of coverage must be elected for the spouse as for the retiree.
 - 2) Members shall pay \$350 per month towards the premium of the plan. This monthly premium shall increase by \$10 per month each year thereafter.
 - 3) The retired employee's spouse shall enroll in Medicare/Medicaid when he/she becomes eligible and shall maintain that enrollment, including enrollment in Part B and Part D. Medicare/Medicaid shall become the spouse's primary coverage.
 - 4) Retired employees shall be eligible to re-enroll in the Pequannock Township health benefits plan during either an open enrollment period or a qualifying event set by COBRA.
- H. Employees who qualify for retiree health benefits may elect to maintain health coverage for their dependents who would otherwise qualify for coverage if they had remained employed under the following provisions:
- 1) The same plan of coverage must be elected for the dependent as for the retiree.
 - 2) The retiree shall pay the full added cost of dependent coverage so to Township incurs no cost.
- I. Employees hired after (1/1/2019) must enroll in Medicare at the age when they become eligible. Medicare will become the primary coverage, and the Township will no longer provide health coverage after the employee reaches Medicare eligibility.

ARTICLE IX

TRAINING

- A. Police officers may be required to attend police training schools and seminars at the discretion of the Chief of Police.
- B. Voluntary or employee requested attendance at a training session shall substitute for an officer's assigned tour of duty. The Township shall not incur additional compensation for the officer's attendance or travel.

ARTICLE X

COLLEGE CREDITS

- A. Superior Officers shall receive payments amounting to \$750 upon completion and award of an Associate's Degree.
- B. Superior Officers shall receive payments for completion and award of a bachelor's degree amounting to \$3,500 each year.
- C. Superior Officers shall receive payments for completion and award of a master's degree amounting to \$4,000 each year
- D. All college credits shall be authorized provided that the degree is awarded by an accredited college and/or university. Said payments shall be added to the officer's annual salary, effective upon receipt of the degree and verification by the Chief of Police and is considered pensionable base salary.

ARTICLE XI

LEGAL DEFENSE

- A. The Township shall provide officers of the Pequannock Township Police Department, police professional liability coverage.
- B. Under this police professional policy, an attorney will be provided for defense of any officer charged by a third party arising from performance of his or her duties. The attorney shall be of the insurance company's choosing. Requests by officers for a specific attorney for his or her defense may be made to the Township Manager, who will forward that request to the insurance liability carrier.
- C. These provisions will not apply to departmental hearings.

ARTICLE XII

NO STRIKE

The SOA recognizes that the performance of police services is an essential function of the Township government. Accordingly, it recognizes and accepts its responsibility to provide uninterrupted, continuous police services. The SOA agrees that it will not participate in or condone a strike, work slow down, or engage in any extraordinary police activity, so as to be in accordance with state law. This is not to be construed in any way to limit or restrict the SOA from engaging in non-disruptive grievance procedures.

ARTICLE XIII

GRIEVANCE PROCEDURE

Section 1. Any differences or disputes between the Township and the SOA relating to the terms and provisions of this Agreement or its interpretation or application or the enforcement thereof, shall be subject to the following procedure which shall be resorted to as the sole means of obtaining adjustment of the dispute, which shall hereafter be referred to as a "grievance". Minor disciplinary matters (where the penalty is less than six (6) days of suspension or equivalent fine) shall be included in the grievance definition.

STEP 1.

- a. The grievance shall be discussed orally between the employee and his immediate supervisor.
- b. If no satisfactory settlement is reached during the first conference, then such grievance shall be reduced to writing by the employee and the supervisor shall serve same upon the Chief of Police.

STEP 2.

Within three (3) working days thereafter, the grievance shall be discussed between the Chief of Police and the employee. In the event the grievance is not satisfactorily settled by the discussion, the moving party may appeal the grievance in writing to the Township Manager. Upon receipt of an appeal, a meeting shall be scheduled to discuss the grievance within ten (10) days of receipt of the appeal unless extended by mutual agreement. The decision of the Township Manager shall be made not later than five (5) working days after the meeting is held.

STEP 3.

In the event the grievance is not satisfactorily resolved in STEP 2, then both parties agree that within ten (10) calendar days either party may request the New Jersey State Public Employment Relations Commission to aid them in the selection of an Arbitrator, according to the rules and regulations of that commission, who shall have full power to hear and determine the dispute and the arbitrator's decision shall be final and binding.

Section 2. The arbitrator shall have no authority to change, modify, alter, substitute, add to, or subtract from the provisions of this agreement. No dispute arising out of any questions pertaining to the renewal of this agreement shall be subject to the arbitration provisions of this Agreement.

Section 3. The cost of the arbitration, other than the costs incurred individually by the parties in the preparation and presentation of their case to the arbitrator, shall be shared equally between the association and the Township.

Section 4. The employee shall be entitled to be represented at all stages of the grievance procedure after STEP 1, by the association's grievance committee and/or attorney at law.

ARTICLE XIV

OTHER ISSUES

It is further agreed that any increased benefits relating to dental or prescription drug plans, holidays or vacations granted to all other full time Township employees shall also automatically be provided to the members of the SOA, effective upon the same date as provided to all other employees.

ARTICLE XV

TERM OF AGREEMENT

This contract shall take effect from January 1, 2024, and shall remain in full force and effect through December 31, 2027, subject to the SOA's right to negotiate over a successor agreement as provided herein. During the term of this contract, no item may be changed, altered or modified except with mutual concurrence of both the Township and the SOA.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Pequannock Township, County of Morris, State of New Jersey on the 13th day December 2023.

Pequannock PBA Local 172 SOA

Township of Pequannock

By: 
SOA President

By: 
Township Manager

TOWNSHIP OF PEQUANNOCK

Resolution of the Township Council ratifying the collective bargaining agreements between the Township of Pequannock and the Police Benevolent Association and the Superior Officers Association.

Resolution No. R2023-236

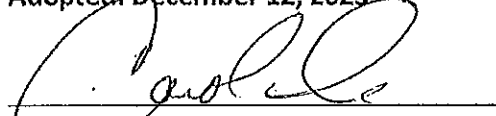
WHEREAS, the Township of Pequannock and the Police Benevolent Association ("PBA") and the Superior Officers Association ("SOA") have engaged in collective bargaining negotiations; and

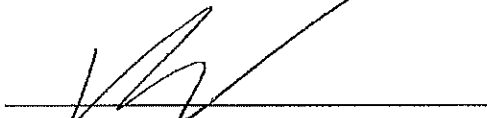
WHEREAS, the Township has reached an agreement with the PBA and the SOA which has been memorialized in a Collective Bargaining Agreement which covers the years 2024 through 2027, inclusive; and

WHEREAS, the Governing Body wishes to ratify the agreement.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Pequannock, in the County of Morris, and State of New Jersey, that the Township Council hereby ratifies the Collective Bargaining Agreement between the PBA and the SOA in the form attached hereto.

Adopted: December 12, 2023



Carol J. Marsh, Township Clerk

Ryan Herd, Deputy Mayor