RESOLUTION 2023 – 172

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE BOROUGH OF MOUNT ARLINGTON, COUNTY OF MORRIS, STATE OF NEW JERSEY, AUTHORIZING A FIVE-YEAR CONTRACT BETWEEN THE BOROUGH OF MOUNT ARLINGTON AND FOP LODGE 78

WHEREAS, the Collective Bargaining Agreement ("Agreement") between the Borough of Mount Arlington and the FOP Lodge 78 expires on December 31, 2023; and

WHEREAS, the parties' have negotiated and agreed upon the terms of a new Agreement; and

WHEREAS, the Borough of Mount Arlington is desirous of executing the new Agreement between the parties for the term of January 1, 2024 through December 31, 2028.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Mount Arlington as follows:

1. The Mayor and Borough Clerk are hereby authorized and directed to take such ministerial actions as are necessary to effectuate the execution of a (5) five-year agreement with the FOP Lodge 78, effective January 1, 2024 and ending on December 31, 2028.

2. This resolution shall take effect immediately.

I HEREBY CERTIFY this to be a true and correct Resolution of the Mayor and Borough Council of the Borough of Mount Arlington, and adopted on December 5, 2023.

Matthew N. Bansch, Borough Clerk

AGREEMENT

BETWEEN

BOROUGH OF MOUNT ARLINGTON

AND THE

MOUNT ARLINGTON FRATERNAL ORDER OF POLICE

LODGE #78

JANUARY 1, 2024

THROUGH

DECEMBER 31, 2028

TABLE OF CONTENTS

ARTICLE	DESCRIPTION	
	PREAMBLE	1
	RECOGNITION	2
II	MANAGEMENT RIGHTS	3
III	LODGE RIGHTS	4
IV	DUES CHECK-OFF AND AGENCY SHOP	5
V	WORK DAY, WORK YEAR, AND SCHEDULE	7
VI	GRIEVANCE PROCEDURE	9
VII	WORK RELATED INJURY	13
VIII	TRAVEL ALLOWANCE	15
IX	PERSONNEL FILES	16
X	CEREMONIAL ACTIVITIES	17
XI	SICK AND BEREAVEMENT LEAVE	18
XII	VACATIONS	21
XIII	UNIFORMS	23
XIV	SALARIES	25
XV	EDUCATION INCENTIVE	27
XVI	TRAINING	28
XVII	MEDICAL AND DENTAL INSURANCE	29
XVIII	LEAVE OF ABSENCE	30
XIX	NO STRIKE PLEDGE	31
XX	NO WAIVER	32
XXI	SEPARABILITY AND SAVINGS	33
XXII	REPLACEMENTS	34
XXIII	PERSONAL LEAVE	36
XXIV	TERM OF AGREEMENT	37

PREAMBLE

This Agreement entered into this 1st day of January 2024, by and between the BOROUGH OF MOUNT. ARLINGTON, in the County of Morris, a Municipal Corporation of the State of New Jersey (the Borough), and the MOUNT ARLINGTON FRATERNAL ORDER OF POLICE LODGE #78 (the Lodge).

ARTICLE I - RECOGNITION

The Borough hereby recognizes the Lodge as the sole and exclusive collective bargaining representative for all officers of the Police Department except for those police officers above the rank of Sergeant.

ARTICLE II - MANAGEMENT RIGHTS

A The Borough hereby retains and reserves unto it, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of the Agreement by the laws and constitution of the State of New Jersey and the United States, including, but without limiting the generality of the foregoing, the following rights:

The executive management and administrative control of the Borough government and its properties and facilities and the activities of its officers.

To hire all officers and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer officers.

To suspend, demote, discharge, or take other disciplinary action for good and just cause according to law.

B. Nothing contained herein shall be construed to deny or restrict the Borough of its powers, rights, authority, duties, and responsibilities now or in the future under R.S. 40 or any other national, state, or county law.

C. The exercise of management rights is not subject to the grievance procedure.

ARTICLE III - LODGE RIGHTS

A The Borough agrees to grant time off without loss of pay to one (1) officer in the bargaining unit to attend state or national meetings or conventions, except in the event of any emergencies in accordance with the New Jersey State Law. A minimum of seventy-two (72) hours written notice of attendance of such meetings shall be provided to the Chief of Police by the Lodge.

B. During collective negotiations, one (1) authorized lodge representative shall be excused from work duties to participate in collective negotiation meetings, depending upon the scheduling of such meetings and providing adequate additional personnel are on duty to afford adequate police protection as determined by the Chief of Police.

C. The Borough agrees that a portion of the departmental bulletin board shall be available for use by the Lodge for the posting of notices and bulletins pertaining to lodge business and activities.

ARTICLE IV - DUES CHECK-OFF AND AGENCY SHOP

A 1. Upon presentation to the Borough of a dues check-off card signed by individual officers, the Borough will deduct from such officer's periodic salary the amount set forth on said dues check-off card.

2. Thereafter, the Borough will on a quarterly basis, March, June, September (first week off), and December, forward a check in the amount of all dues withheld for this purpose to the lodge representative entitled to receive same.

3. The said lodge representative shall be appointed by resolution of the Lodge and certified to the Borough by the Lodge.

4. The provisions of this Section A, as well as the right of individuals to withdraw their dues deduction authorizations, shall be subject to and governed by N.J.S.A. 52:14-15.9e.

B. Subject to applicable administrative and judicial decisions, any permanent officer in the bargaining unit on the effective date of this Agreement who does not join the Lodge within thirty (30) days thereafter, any new permanent officer who does not join within thirty (30) days of initial employment within the unit, and any permanent officer previously employed within the unit who does not join within ten (10) days of reentry into employment with the unit shall pay a representational fee to the Lodge by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five percent (85%) of the regular lodge membership dues, fees, and assessment as certified to the Borough by the Lodge. The Lodge may revise its certification of the amount of the representation fee at any time to reflect changes in the regular union membership dues, fees, and assessments. The Lodge's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Lodge remains the majority

representative of the officers in the unit, provided that no modification is made in this provision by a successor agreement between the Lodge and the Borough.

C. The Lodge agrees that it will indemnify and hold harmless the Borough against any and all actions, claims, demands, losses, and expenses (including reasonable attorney's fees) in any matter resulting from action taken by the Borough at the request of the Lodge under this Article.

ARTICLE V - WORK DAY, WORK YEAR, AND SCHEDULE

A The workday shall be defined by the current working schedule established and in place.

B. The Police Department shall utilize a twelve (12) hour schedule for patrol with four (4) days on and four (4) days off. The normal work period shall be eight (8) consecutive days. The officers expressly agree that they shall receive straight time for all hours worked up to and including forty-eight (48) hours in the eight (8) day work period. For all hours worked in excess of the forty-eight (48) hours within the eight (8) day work period, officers shall receive either time and one-half pay or compensatory time in accordance with the Police Department policies and procedures.

C. The work year shall be two thousand one hundred and ninety hours. (2190) regardless of rank and assignment. [1] An officer's first work day of the eight (8) day work period shall be the first work day of the cycle for overtime purposes. In determining the schedule, the Chief of Police shall communicate and seek input from the department staff. Consideration in determining, changing or amending the schedule will include, but not be limited to; the number of working patrol officers, the number of working supervisors, assignments of officers, the needs of the department, the needs of the community and the department goals and objectives.

D. Overtime shall be paid at the time and one-half rate. This rate is determined by multiplying the officer's hourly rate by one hundred and fifty percent (150%). The officer's hourly' rate is determined by dividing the officer's base yearly salary by two thousand one hundred and ninety (2190) Overtime for off duty third party details shall be

[1] The officers are receiving an additional one hundred ten (110) hours of straight-time pay in his/her base salary to compensate said officer for the additional one hundred ten (110) hours worked over the course of the year in 2016 and an additional eight (8) hours effective 2017

paid at an hourly rate of $95.00 plus administrative costs for all officers.

Overtime is to be defined as time worked in excess of a regularly scheduled shift or time worked during a regularly scheduled day off as defined by the schedule established by the chief of police or designee.

Overtime shall include all court appearances that arise from police department matters, which fall outside the officer's work schedule.

All overtime will be paid no later than the second (2^{nd}) pay period after the date the overtime was worked.

Any officer who is not at work and is called back to work on a regularly scheduled day off, shall be compensated a minimum of four (4) hours. All officer's covered under this agreement will be provided twenty-four (24) hours advance notice of any change in their work schedule, whenever practical.

E. For purposes of vacation time and personal days the number of hours allotted for each day will coincide with the number of hours of that officer's regularly scheduled work shift.

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 and to resolve grievances as soon as possible so as to assure efficiency and promote officers' morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any officer having a grievance to discuss the matter informally with the head of the department and having the grievance adjusted without the intervention of the Lodge.

B. Definition.

A grievance is defined as any dispute between the Borough and the officer organization with respect to interpretation, application, or violation of policies, and procedures, and administrative decisions affecting them and may be raised by an individual, the officer organization, or the Borough. No issue shall be submitted to the grievance procedure, which issue was discussed with no agreement having been reached during the negotiations leading to the instant agreement, provided that the foregoing shall not be construed to bar enforcement of otherwise enforceable past practices.

C. Steps of the Grievance Procedure.

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent. The written submission called for in steps one through four below shall set forth reasonable detail of the underlying facts, the specific Agreement provisions involved, the relief sought, and an explanation as to

why decision(s) rendered below, if any, are unsatisfactory.

Step One.

The moving party shall present the grievance in writing signed by the aggrieved to his immediate supervisor within five (5) calendar days of the occurrence giving rise to the grievance for the purposes of resolution. In the discussion of the grievance, the persons involved shall make an earnest effort to resolve the matter. The supervisor shall make whatever additional investigation is necessary and shall give his decision within five (5) calendar days after presentation of the grievance.

Step Two.

If a grievance is not resolved at Step One, the moving party may, within ten (10) calendar days of receipt of the answer in Step One, submit the written grievance to the Chief of Police, who shall give his answer within ten (10) calendar days of the presentation of the grievance in Step Two.

Step Three.

If the grievance is not resolved at Step Two, it may be appealed in writing within five (5) days to the Borough Police Committee. The Borough Administrator shall be agent for receipt of the grievance by the Police Committee. Upon receipt of an appeal, the Police Committee shall schedule a meeting to discuss the grievance within fifteen (15) calendar days of receipt of the appeal unless extended by mutual agreement. In any event, the decision of the Police Committee shall be made no later than twenty-five (25) calendar days after the receipt of the grievance.

Step Four.

If the grievance is not resolved at Step Three, it may be appealed in writing within five (5) calendar days after receipt of the answer in Step Three to the Governing Body. The Borough Administrator shall be the agent to receipt of the grievance. Upon receipt of an appeal, the Governing Body shall schedule a meeting to discuss the grievance within thirty-one (31) calendar days of receipt of the appeal unless extended by mutual agreement. In any event, the decision of the Governing Body shall be made no later than ten (10) calendar days after the receipt of the grievance.

Step Five - Arbitration.

A. In the event the grievance has not been resolved at Step Four, either the Borough, the Lodge, or an individual officer of the Lodge may request arbitration within five (5) calendar days. The arbitrator shall be chosen in accordance with the rules of the New Jersey Employment Relations Commission.

B. The arbitrator shall be bound by provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

C. The cost of the services of the arbitrator shall be borne equally between the Borough and the Lodge. Any other expenses incurred including, but not limited to the presentation of witnesses, shall be paid by the party incurring same. Notwithstanding the foregoing, if an individual officer of the Lodge files for arbitration without the support and backing of the Lodge, said individual, if he loses in arbitration, shall be solely responsible for all arbitration fees and expenses, including the reasonable attorney's fees for the attorney representing the Borough.

D. The arbitrator shall set forth his findings of fact and reasons for making his award. The decision of the arbitrator shall be final and binding.

E. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed, then the disposition of the grievance at the last preceding step shall be deemed to be denied. A failure to respond to a grievance at any level within the provided time periods shall be deemed a denial of the grievance at that level. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure.

F. Disputes concerning terms and conditions of employment governed by statutes or regulations may not be submitted to arbitration if the statutes or regulations are administered or enforced by state or federal agency.

ARTICLE VII - WORK RELATED INJURY

A. Where an officer covered under this Agreement suffers a work connected injury or disability, the Borough shall continue such officer at full pay during the continuance of such officer's inability to work for a period of up to one (1) year. During this period of time, all temporary disability benefits accruing under the provisions of the workers compensation act or other insurances wholly paid by for the Borough to provide for wage continuation shall be paid over to the Borough.

B. The officer shall be required to present evidence by a certificate of a responsible physician that he is unable to work and the Mayor and Council and Chief of Police may reasonably require the said officer to present such certificate from time to time from the police surgeon or other designated borough physician.

C. In the event the officer contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Borough or by its insurance carrier, then, and in that event, the burden shall be upon the officer to establish such additional period of disability by obtaining a judgment in the division of workers compensation establishing such further period of disability and such findings by the division of workers compensation, or by the final decision of the last reviewing court shall be binding upon the parties.

D. For the purpose of this article, injury or illness incurred while the officer is attending a Borough sanctioned police activity shall be considered in the line of duty.

E. In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of an appropriate workers compensation judgment, or if there is an appeal therefrom, the final decision of the last reviewing court.

F. An injury on duty requiring time off for treatment, recuperation or rehabilitation shall be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

ARTICLE VIII - TRAVEL ALLOWANCE

A. Police officers shall be compensated for using their personal vehicles for attendance at required police schools, or in other approved official police business at the rate adopted by the Borough for all Borough officers, which is currently the rate approved by the I.R.S., provided that personal vehicles shall be used only when a departmental vehicle is not made available to the officer.

B. Police officers will receive up to seven dollars and fifty cents ($7.50) per meal when traveling on official business. Compensation shall be made upon the officers' return and presentation of receipts.

ARTICLE IX - PERSONNEL FILES

A. A separate personal history file shall be established and maintained for each officer covered by this Agreement. Personal history files are confidential records and shall be maintained in the office of the Chief of Police. The confidentiality of the documents maintained in personal history files is subject to applicable statutes and executive orders pertaining to citizen access to public records.

B. Any officer of the police department may by appointment, review his personal file, but this appointment for review must be made through the Chief of Police or his designated representative.

C. Whenever a written complaint concerning an officer or 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 if he so desires within ten (10) working days, and he shall be permitted to place said rebuttal in his file.

D. All personal history files will be carefully maintained and safeguarded permanently, and nothing in any file shall be removed therefrom for any reason.

E. Any record or document put into personal files must first be signed by the officer before it is put into the file.

ARTICLE X - CEREMONIAL ACTIVITIES

A. In the event of a police officer in another department in the State of New Jersey is killed in the line of duly, the employer will permit any off-duty officer of the department to participate in funeral services for the said deceased officer, subject to call back to duty in an emergency. The off-duty officer(s) attending will be allowed the use of one (1) marked patrol car, subject to availability.

B. Police officers participating in such funeral services shall not be entitled to any compensation during the time in which they are participating in said funeral services.

ARTICLE XI - SICK AND BEREAVEMENT LEAVE

A. Sick Leave.

Service Credit for Sick Leave.

(a) All officers shall be entitled to sick leave with pay based on their rate of pay at the time of illness or injury.

(b) Sick leave may be utilized by officers when they are unable to perform their work by reason of personal illness, accident, or exposure to contagious disease.

Amount of Sick Leave.

Sick leave is available on an "as needed" basis for use to recover from illness or injury, subject to provisions of NJ.S.A. 40A: 14-137.

Reporting of Absence on Sick Leave.

(a) If an officer is absent for reasons that entitle him to sick leave, his supervisor shall be notified prior to the officer's starting time, except in case of an emergency.

(b) Failure to notify the department may be cause for denial of sick leave for that absence.

(c) Absence without notice for one (1) consecutive day shall allow the Borough to take appropriate disciplinary action in accordance with law.

Verification of Sick Leave.

(a) An officer who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness, provided, however, the

Borough may require proof of illness of an officer on sick leave whenever such requirement appears reasonable at the Borough's sole expense. The use of sick leave days is a privilege and not a benefit to be misused or abused. Anyone suspected of abusing the sick leave privilege in the taking of sick leave time on an excessive or regular monthly basis may be required to undergo a complete physical and/or psychological examination to determine if a legitimate medical problem exists. Abuse of the use of sick days will be addressed by the Chief of Police and / or the Borough Administrator and could be reflected in the employee's employment evaluation and/or lead to disciplinary action up to and including termination.

(b) The Borough may require an officer who has been absent because of personal illness or exposure to a contagious disease as a condition of his return to duty to be examined at the expense of the Borough by a physician of the Borough's choice.

(c) Any non-emergency surgery, hospital, or other institutional care or confinement shall require written notice to the Borough Administrator or Chief of Police. The Borough Administrator shall have the right to require an examination by a Borough appointed physician mutually agreed upon. All leaves of absence shall conform to N.J.S.A. 40A: 14-137.

8. Bereavement Leave.

1. In case of death in the immediate family, an officer shall be granted one (1) work week depending on assignment and/or position, which could be four (4) days or five (5) days. Any other family members a two (2) day request may be submitted.

2. Immediate family shall be defined as the officer's spouse, civil union partner as defined by New Jersey law, child, stepchild, mother, father, brother, sister, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, aunt or uncle.

3. Reasonable verification of the event may be required by the Borough.

ARTICLE XII - VACATIONS

A All officers shall receive vacations based upon total time of service as follows:

During 1st year ..... 10 days

After the 1st year of service ..... 15 days

After the 5th year of service ..... 20 days

After the 10th year of service ..... 25 days

After the 15th year of service ..... 26 days

After the 16th year of service ..... 27 days

After the 17th year of service ..... 28 days

After the 18th year of service ..... 29 days

After the 19th year of service ..... 30 days

B. Vacations are to be in effect from January 1 to December 31 and are granted on a calendar year basis for officers who remain on the payroll continuously and without interruption for the requisite number of years. Leaves of absence shall neither count towards continuity of service nor be counted for purposes of accruing additional vacation under this section.

C. Vacations must be taken during the current calendar year pursuant to advance notice to the Police Department and department approval. In the event vacation time is not used, unused vacation shall be carried forward until March 31 of the next succeeding year, during which extended time it must be granted. Thereafter, vacation time that has not been used by March 31 shall be paid at the rate of one-half day for each such unused vacation day.

D. If an officer is on vacation and becomes sufficiently ill so as to require hospitalization for four (4) days or more, he may have such period of illness and post hospital recuperation period condition considered sick leave at his option upon proof of hospitalization and a physician's certificate.

E. No officer who is on vacation shall be recalled except in case of the full mobilization of the department by the Chief of Police to meet a clear and present emergency confronting the Borough, as per N.J.S.A. 40A: 14-146.9.

ARTICLE XIII • UNIFORMS

A. The Borough shall supply to each new officer of the police force a complete uniform and equipment issue, which shall be comprised of all such equipment, and uniform as may be required for the new officer to service the Police Department. Such uniform and equipment issue shall be without charge to the new officer.

B. The Borough shall provide a uniform allowance of one thousand and twenty five dollars ($1025.00) for the year ending December 31,2024; which shall be increased to one thousand and fifty ($1050.00) for the year ending December 31,2025; one thousand and seventy five ($1075.00) for the year ending December 31,2026; one thousand one hundred ($1,100.00) for the year ending December 31, 2027; and one thousand one hundred twenty five ($1,125.00) for the year ending December 31, 2028 to each officer including detective covered by this Agreement. All moneys paid under this paragraph shall be on a voucher basis.

C. The Borough will provide an allowance for the maintenance and cleaning of uniforms for all officers of the department in the amount of one thousand and twenty five dollars ($1025.00) for the year ending December 31,2024; which shall be increased to one thousand and fifty ($1050.00) for the year ending December 31,2025; one thousand and seventy five ($1075.00) for the year ending December 31,2026; one thousand one hundred ($1,100.00) for the year ending December 31, 2027; and one thousand one hundred twenty five ($1,125.00) for the year ending December 31, 2028 This allowance will be paid in two (2) equal installments with the requirement of a voucher on January 15 and July 15.

D. The bargaining unit shall receive a maximum of two (2) police standard winter coats per year on an as needed basis.

E. When the manufacturer's five (5) year warranty on armor protection expires, the Borough will replace same at its sole expense for those Lodge officers who agree to

wear same whenever they are on duty.

ARTICLE XIV - SALARIES

A. Officers who work as detective shall receive an additional annual increment in the amount of **two thousand dollars ($2000)** which shall be paid pursuant to past practice.

B. The base salaries include holiday pay.

C. The salary steps in effect during the term of this Agreement will be as follows:

	2024	2025	2026	2027	2028
Sergeant 2	145,099.00	148,726.00	152,444.00	156,255.00	160,161.00
Sergeant 1	141,384.00	144,706.00	148,114.00	151,608.00	155,398.00
Step 9	133,028.00	136,354.00	139,763.00	143,606.00	147,196.00
Step 8	122,675.00	125,129.00	127,632.00	130,185.00	132,789.00
Step 7	110,260.00	112,465.00	114,714.00	117,008.00	119,348.00
Step 6	100,332.00	102,339.00	104,386.00	106,474.00	108,603.00
Step 5	91,979.00	93,819.00	95,695.00	97,609.00	99,561.00
Step 4	83,625.00	85,298.00	87,004.00	88,744.00	90,519.00
Step 3	75,270.00	76,775.00	78,311.00	79,877.00	81,475.00
Step 2	65,917.00	67,235.00	68,580.00	69,952.00	71,351.00
Step 1	60,564.00	61,775.00	63,011.00	64,271.00	65,556.00
Det Stipend	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00

Upon completion of year 1, Sergeant 1 will proceed to Sergeant 2 rate.

Hiring date of all personnel covered by this Agreement:

05/01/02	Patrick DeRosa
02/14/05	Dennis McCoach
05/02/05	Ryan Sherburne
03/03/08	Joseph Farina
01/02/15	Joseph Parichuk
07/16/18	James Braun
04/15/19	Ryan Caparoni
12/17/19	Matthew Tumulty
12/17/19	Christopher Messano
12/1/20	Nicholas Pizzuta
05/01/21	Matthew Kaiteris
04/01/23	Robert Maxwell Crawford
04/01/23	Christopher Fernandez

ARTICLE XV - EDUCATION INCENTIVES

All officers employed prior to March 1, 2012 shall receive as additional compensation upon completion of courses at an accredited state college or state university the following:

1. Upon completion of thirty (30) credits $250.
2. Upon completion of sixty (60) credits $500.
3. Upon completion of ninety (90) credits $750.
4. Upon completion of one hundred twenty (120) credits or completion of a bachelor's degree requirement $1000.

Additional compensation payable annually first payroll subsequent to July 1.

The foregoing educational requirements shall lead to an Associate degree in Criminal Justice, Law Enforcement or Police Science or such other course of study as the Chief may recommend and the Borough Administrator, subject to Governing Body approval, shall approve as relevant to the performance of the duties of a Sergeant, Patrol Officer or Investigative Officer.

ARTICLE XVI - TRAINING

A Police officers may be required to attend police training schools.

B. Any police officer approved by the Chief of Police to attend training school beyond his regular tour of duty shall be compensated at the time and one-half½ rate.

ARTICLE XVII - MEDICAL AND DENTAL INSURANCE

A. The Borough shall continue to provide medical insurance coverage to full time officers according to current practices. Effective January 1, 2012, each police officer shall contribute toward the costs of health benefits in conformity with Chapter 78, which shall be outlined as set forth under the law.

B. Officers' healthcare coverage shall be provided through the State Health Benefits Program ("SHBP") or a substantially similar plan. The employer reserves the right to change insurance carriers, so long as equivalent benefits are provided.

C. The Borough shall offer enrollment to all officers covered in this agreement to a comprehensive dental plan, as equivalent or substantially similar to past practice.

D. All coverage and benefits listed in Article XVIII of this agreement will extend and cover spouses and all eligible dependents.

E. No officers hired after January 1, 2009 shall be entitled to retiree medical coverage for either himself/herself or his/her family and/or spouse. Officers hired before January 1, 2009 shall be entitled to retiree medical coverage after working twenty-five (25) pensionable years in PFRS and upon retiring in good standing.

ARTICLE XVIII- LEAVE OF ABSENCE

A. All permanent, full-time officers covered by this Agreement shall be eligible for considerations of a leave of absence without pay for period not to exceed one hundred and twenty days (120).

B. The officer shall submit in writing all facts bearing on the request to the Chief of Police or his designated representative, who shall append his recommendations and forward the request to the Borough Administrator. The Borough shall respond to a request for a leave of absence, indicating its denial or approval, no later than ninety (90) days after receipt by the Borough Administrator of this request. If the Borough makes no response within ninety (90) days, this will be deemed an approval by the Borough. The Borough Council shall consider each case on its merits and without establishing a precedent. Any leave of absence shall be granted solely at the discretion of the Borough Council.

C. A leave of absence may be renewed for a maximum of two (2) one hundred twenty (120) working day terms for reason of personal illness, disability, or other reasons deemed proper and approved by the Borough Council. Normally, any leave of absence shall be granted only when the officer has used his vacation leave, if leave without pay is requested for reasons other than illness. This section cannot be utilized to seek other employment. A violation of this section may subject officers to disciplinary proceedings.

D. Seniority shall be retained but shall not accrue during such leave.

ARTICLE IX - NO STRIKE PLEDGE

A. The Lodge covenants and agrees that during the term of this Agreement neither the Lodge nor any person acting in its behalf will cause, authorize, or support, nor will any of its officers take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any officer from his position, or stoppage of work of abstinence in whole or in part, from the full, faithful, and proper performance of the officer's duties of employment, work stoppage, slowdown, or walkout against the Borough.

B. In the event of a strike, slowdown, or other deliberate interference with normal work procedure, it is covenanted and agreed that participation in any such activity by any officer covered under the terms of this Agreement shall be deemed grounds for disciplinary action in accordance with applicable law.

C. The Lodge will actively encourage the prevention or termination of any strike, work stoppage, slowdown, walkout, or other job action against the Borough.

D. 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 Lodge, or its officers, in accordance with applicable law and regulation.

ARTICLE XX- NO WAIVER

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

ARTICLE XXI- SEPARABILITY AND SAVINGS

A. If any provision of this Agreement, or any application of this Agreement to any officer or group of officers is held invalid by operation of law or by a court or other tribunal 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.

B. If the invalid provisions or applications can be given an ascertainable dollar value, the Borough shall reimburse officers in an amount equal to their economic loss over the term of this Agreement.

ARTICLE XXII- REPLACEMENTS

All appointments, qualifications, powers and duties shall be consistent with the Borough of Mount Arlington Borough Code Chapter 4, Section 4-14, Police Department.

A. No full-time officer covered by this Agreement shall be replaced by any non- police, part time, or other personnel.

B. No post presently filled by a full-time officer covered by this Agreement shall be covered by any non-police, part time, or other personnel.

C. All promotions to the rank of Sergeant, Lieutenant and Police Chief must be in accordance with the Borough Code.

D. The Police Department consists of a total of fifteen (15) officers organized in the structure listed below.

1. Chief of Police
2. 1 Lieutenant
3. 4 Sergeants
4. 9 Patrolman

E. Within this structure officers may be assigned to the status of Detective as deemed necessary by the Chief of Police, with approval by the Governing Body.

F. Private employment of off-duty police officers, as set forth at length as follows:

(1) Any request for a police officer to attend at a private gathering or to provide traffic assistance to a private business shall be made to the Chief of Police.

(2) The Chief of Police, at his discretion, may assign officers of the Police Department not on regular duty to perform such work. While performing work for a private individual or business, the police officer so assigned shall be under the supervision and control of the Chief of Police and superior officers of the Police Department and shall be subject to the provisions of this chapter and the rules and regulations applicable to the Department. In

determining whether to assign an officer of the Police Department to private employment, the Chief of Police shall consider the borough's own manpower needs and the appropriateness of the work for a police officer.

(3) For their services, each police officer so employed shall be compensated at a rate equal to one and one-half (1 1/2) times the officer's regular hourly rate as established by the borough in its salary ordinance. The person or business requesting the services shall pay the required fee to the borough, which will in turn pay the officer. In addition to the officer's pay, the person or business requesting the services shall include in the amount paid to the borough an administrative fee equal to sixteen percent (16%) of the officer's pay to compensate the borough for the expense of administering this program, including the costs of social security payments, workmen's compensation payments, payroll and overhead. All monies received pursuant to this section shall be deposited into and disbursed from an escrow account specifically designed for this purpose. [Amended 5-7-2007 by Ord. No. 08-07]

(4) The Chief of Police shall recommend to the Mayor and Council for inclusion in the police manual such further rules and regulations governing the employment of off-duty police officers as he shall deem necessary for the effective operation of this program.

(5) Any person or entity requesting police services under this section must first execute an indemnity and proof of insurance agreement in a form approved by the Borough Attorney, Borough Administrator and the Chief of Police.

ARTICLE XXIII- PERSONAL LEAVE

A. Each officer covered by this Agreement shall be entitled to three (3) personal leave days per year. The personal leave days shall be for personal use of the officer. An officer shall not be required to advise any person of the reason(s) for the use of personal leave.

B. Officers must give the Police Department at least twenty-four (24) hours- notice of intention to the use of personal leave time. Personal leave use on less than twenty-four (24) hours-notice may be permitted by the Chief of Police or his designee in emergency circumstances.

ARTICLE XXIX – TERM OF AGREEMENT

This Agreement shall take effect January 1, 2024 and shall have a termination date of December 31, 2028, and shall continue thereafter in full force and effect until a successor agreement is executed.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Mount Arlington, New Jersey on the 5th day of December, 2023.

ATTEST:

Matthew N. Bansch, Borough Clerk

BOROUGH OF MOUNT ARLINGTON

Mayor Michael Stanzilis

ATTEST:

Carolyn Rinaldi, Borough Administrator

MOUNT ARLINGTON FRATERNAL ORDER OF POLICE LODGE #78

James Braun, Lodge President