

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**BOROUGH OF KINNELON
MORRIS COUNTY, NEW JERSEY**

AND

KINNELON PBA LOCAL #341
(Patrolman and Sergeants)

JANUARY 1, 2024 THROUGH DECEMBER 31, 2028

ARTICLE I RECOGNITION

The Borough of Kinnelon (hereinafter referred to as the "Borough", the "Employer" or "Management")) agrees to continue to recognize and deal with Kinnelon PBA Local #341 (hereinafter, also "the Association") through its respective designated Officers as the exclusive representative of all Patrol Officers and Sergeants in the Borough of Kinnelon (also referred to as "Employee"), excluding any Chief, Captain, Lieutenant, Special School Guards, Special Officers, Dispatchers, blue-collar employees, clerical employees and managerial, executive and confidential employees. It is intended that this collective bargaining agreement shall cover all matters pertaining to employment, wages, hours, and working conditions concerning the Association.

ARTICLE II MANAGEMENT RIGHTS

Section 1.

It is understood and agreed that the Employer retains and reserves the sole and exclusive right to conduct the business of the Borough and to manage and direct the affairs of the Police Department, and to fulfill its lawful obligations.

Section 2.

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

- A. To the executive management and administrative control of the Borough Government its properties and facilities and the activities of its employees; and
- B. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote, layoff and transfer employees.
- C. To suspend, demote, discharge, or take other disciplinary action for good and just cause according to law.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Borough, the adoption of policies, rules and regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States. Nothing contained herein shall be construed to deny or restrict the Borough of its

powers, rights, authority, duties and responsibilities under Title 40 or 40A and/or any other national, state, county, or local laws or ordinances.

ARTICLE III PROBATIONARY PERIOD

A. Probationary Employees: Every new Employee shall complete a probationary period of one (1) year. At the conclusion of the probationary period, the Employee will either be appointed to permanent status or be deemed unsatisfactory by the Chief of Police and separated from employment with the Borough. All cases will be reviewed by the Mayor and Council. During the aforementioned probationary period and at the conclusion of the probationary period, such an Employee may be terminated without recourse, and without cause and the Employee's termination from employment shall not be grievable and shall not be considered under the grievance and arbitration procedure.

B. Permanent Employees: Employees who have successfully completed a probationary period and have been appointed by the Mayor and Borough Council.

ARTICLE IV DUES DEDUCTIONS

The Employer agrees to recognize the Association's exclusive right to a dues checkoff system within the unit of Employees covered by this Agreement. The Association will supply the certified amount of deduction to be made by the Employer.

It is specifically agreed that the Borough assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Association hereby agrees that it will indemnify, and hold the Borough harmless from any claims, actions or proceedings by an Employee arising from dues deductions by the Borough hereunder. Once the funds are remitted to the Association, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Association.

ARTICLE V NO STRIKE - NO LOCKOUT

Section 1.

The Association covenants and agrees that neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his/her position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout, or other job action against the Borough. The Association agrees that such action would constitute a material breach of this Agreement.

Section 2.

No Employee shall engage in any strike, sit-down, slow-down, sit-in, cessation or stoppage or interruption of work, boycott or other interference with the operations of the Borough. In the event of a strike, slowdown, walkout, sit-down or cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Borough or other deliberate interference with normal work procedures, it is covenanted and agreed that participation in any such activity by an employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees.

Section 3.

The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout, or other job action against the Borough.

Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Association or its members.

ARTICLE VI DISCRIMINATION

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the Employees represented by the Association because of membership or activity in the Association; the Association or any of its agents shall not intimidate or coerce Employees into membership. Neither the Employer nor the Association shall discriminate against any Employee because of race, creed, color, age, sex, national origin or any other protected classification as set forth in Chapter 3.02 of the Borough's Personnel Policy Manual.

ARTICLE VII COLLEGE DEGREE

College incentive has been deleted and added to base pay. Incentive cannot be renegotiated for future contracts.

ARTICLE VIII LONGEVITY

Longevity has been deleted and added to base pay. Incentive cannot be renegotiated for future contracts.

ARTICLE IX HOLIDAYS

A. Employees who are required to work on a designated Borough holiday, or only part thereof, will be compensated at their regular rate of pay for all hours worked on said holiday. The Employee shall also receive compensatory time off for the actual number of hours worked on said holiday (subject to the requirements of the Fair Labor Standards Act and the regulations adopted thereunder), provided that said Employee makes arrangements for another employee to cover his/her shift and furthermore subject to the approval of the Chief of Police.

B. Employees will no longer be eligible for Holiday Pay in excess of their regular rate of pay for all hours worked. The incentive is deleted and cannot be renegotiated for future contracts.

C. The Designated Holidays are:

New Year's Day	Election Day
Martin Luther King Day	
President's Day	Veterans Day
Good Friday (Half Day)	Christmas Eve (Half Day)
Memorial Day	Christmas Day
Fourth of July	Thanksgiving Day
Labor Day	Day-after Thanksgiving
Columbus Day	

ARTICLE X VACATION

A. All employees covered under this Agreement shall receive vacation eligibility as follows:

After 6 months, to 12 months:	40 Hours Per Year
From the 1 st day of the 13th month To 60 complete months:	80 Hours Per Year
From the 1 st day of the 61st month To 120 complete months:	120 Hours Per Year
From the 1 st day of the 121 st month To 240 complete months:	160 Hours Per Year
Upon the 1 st day of the 241 st month:	200 Hours Per Year

B. A Probationary Employee will be receive 40 hours vacation time upon the completion of six (6) months of their probationary period, with an additional 40 hours vacation being credited at the time of permanent appointment.

C. Vacations are to be in effect from January 1 to December 31 and are granted on a calendar year basis for employees who remain on the payroll continuously and without interruption for the requisite number of years.

D. An employee can sell back to the Borough vacation leave each year. Recognizing that N.J.S.A. 40A:9-10.3 imposes limits for the accrual of vacation leave to the current and succeeding year, and that some current employees exceed that limit, it is agreed that the individual balances in vacation leave accounts will be reduced to the maximum under the law by December 31, 2028.

E. Vacations must be taken during the current calendar year, at such times as permitted or directed by the Chief of Police, unless the Chief determines it may not be taken due to work constraints. In the event the employee desires an extended vacation beyond eighty-four (84) hours in duration, sixty (60) days prior notice to the Chief of Police shall be required, which may be waived by the Chief for sufficient cause. Vacation leave days carryover shall be in accordance with N.J.S.A. 40A:9-10.3.

ARTICLE XI SICK LEAVE

Section 1.

Sick leave is the absence of any Employee from work because of illness, accident, exposure to a federally declared contagious disease or attendance, for a short period of time, upon a member of the Employee's immediate family, who is seriously ill and requires care or attendance of such Employee. Acceptable medical documentation from a treating physician may be required by the Borough after the Employee's use of sick leave for a minimum of three (3) consecutive work-days, as sufficient proof for the need of sick leave of the Employee, or the need of the Employee's attendance of said member of his/her immediate family. In the case of exposure to a contagious disease, the Employee shall alert the Chief of Police immediately, and apprise him/her of any period of isolation required by the Health Department Authority.

Section 2.

After the first year of employment, all full time employees shall be entitled to one hundred twenty (120) hours of sick leave per year, with unused sick leave accumulating each year of service. Probationary Officers will receive 60 hours of sick leave after their first six months of employment.

Paid Time Off (PTO) Program -

Effective December 31, 2023, the Paid Time Off (PTO) Program shall terminate.

Section 3.

Effective July 1, 2024 the Borough shall provide the opportunity for full time employees covered under this agreement to enroll in a short term disability policy, paid by the employee, which shall pay to the employee sixty (60) percent of their gross salary. The Borough will continue to issue a payroll check to the employee while receiving short term disability payments, which will cover the employee's pension payments and health care payments with the balance being retained by the Borough. The employee will reimburse the Borough for any outstanding PFRS loan payment, garnish, or other mandatory deduction. The disability policy will take effect sixty (60) days from the date of illness and shall be for one year. Sick leave shall not be deducted from the employee's account while covered by short term disability.

Section 4.

Absences without notice for five (5) consecutive work days shall constitute a resignation, unless for good cause shown, such as inability to notify, due to unusual circumstances.

Section 5.

Reporting of Absence of Sick Leave:

1. If an employee is absent for reasons that entitle him/her to sick leave, the Chief of Police or his/her designee shall be notified prior to the employee's start of duty time.
2. Failure to so notify the Chief of Police or his/her designee may be cause of denial of the use of sick leave for that absence.

Section 6.

If an officer is exposed to a contagious disease, he shall report the exposure immediately to the Police Chief. After consultation with the Borough's Health Officer, if it is determined that the officer should isolate for a period of time, the officer shall not be charged any accumulated time for the time off period as determined by the Health Officer. Should the Officer become ill, sick time shall be used from the first day of the illness. In the event that the exposure is a result of a work-related incident, applicable worker's compensation rules shall apply.

If an Officer is required to take time off for more than 3 working days to attend a family member who has been exposed to a contagious disease, then that Officer may use sick, compensatory time, personal time or vacation time to account for the additional required time off.

Section 7.

PAYMENT FOR SICK TIME UPON RETIREMENT

Payment for sick time shall be paid in accordance with NJSA 40A:9-10.4 or any other amendment to the State Statute.

A. Employees hired before January 1, 2011 are not subject to a limitation on sick leave payout upon retirement. The provision in the contract in effect in 2010 provided for the payment of fifty (50) percent of accumulated sick leave. Appendix A lists those employees who were employed at that time. Appendix A also lists payments made to these employees through the prior Paid Time Off (PTO) program for sick time, which shall be deducted from the final amount due upon retirement. In the event the Public Employees Relations Commission (PERC), Administrative Law or the Appellant Division determines that sick leave is further limited by the statute, that ruling will be used in determining this payout.

B. Employees hired after January 1, 2011 shall receive no more than \$15,000 for unused sick leave based on fifty percent (50%) of the accumulated sick time. Appendix A lists payments made to employees under the prior Paid Time Off (PTO) program for sick time, which shall be deducted from the final amount due upon retirement.

Section 8.

Verification of Sick Leave:

Notwithstanding anything to the contrary, the Borough may require proof of illness of an employee on sick leave at any time an absence is in question. The Borough may require an employee who has been absent because of personal illness, as a condition of their return to duty, to be examined at the expense of the Borough by a physician of the Borough's choice. Such examination shall establish whether the employee is capable of performing his/her normal duties and, among other things, that said Employee's return will not jeopardize the health of the Employee or of the other Employees.

ARTICLE XII PHYSICAL EXAMINATION

A. The Borough recommends and encourages each employee to undertake a physical examination to be performed by a physician of the employee's choice, at a minimum of every other calendar year.

ARTICLE XIII ANNIVERSARY DATE

A. Any required step movement shall take place on the employee's Anniversary Date (also referred to as the "hire date"). The Anniversary Date of employment shall be used for all calculations, including but not limited to include vacation, retirement and sick leave. However, contractual increases within this agreement, and as set forth on the enclosed Wage/Compensation calculation chart, shall take place on January 1 of each calendar year.

ARTICLE XIV CLOTHING ALLOWANCE

A. In addition to compensation and benefits listed heretofore, all employees covered under this Agreement will be eligible for reimbursement of a sum of equal to \$1,200.00 per year, for the purpose of replacing or repairing uniforms. Additionally, the clothing allowance can be utilized to acquire police-oriented equipment. Equipment includes, but is not limited to, any item used during the discharge of the Officer's duties. Off-duty equipment can be purchased if said gear has the ability and functionality to be used on duty. Items purchased will be commensurate with the individual Officer's position and title.

B. Accidental, duty related damage to high-cost clothing items and mandatory equipment may be replaced by the Borough, upon written request to the Public Safety Committee, subject to their review and approval.

C. Any clothing or gear item purchased by the individual officer shall be reimbursed at the officer's request, upon approval of the Chief of Police and completion of a Borough voucher. The Purchase Order voucher system remains in effect and may be utilized at the discretion of the Officer.

ARTICLE XV HEALTH BENEFITS

A. The Borough shall continue to provide the current health insurance subject to contributions mandated by State law.

B. The Borough reserves the right to change the insurance carrier so long as the benefits are equal to or better than the current benefits as described in Schedule A. For this purpose, the benefits shall be under the New Jersey Municipal Employee Benefit Fund, including the \$25,000.00 Health Care Reimbursement Fund. The Borough agrees not to implement any change in the insurance carrier without first giving a ninety (90) day notice to the Association.

C. All employees covered under this agreement who wear prescription eyeglasses or contact lenses shall receive reimbursement of up to \$100.00 per calendar year for the purposes of acquiring, replacing or repairing eyeglasses or contact lenses upon submission of receipt of purchase.

D. Dental Plan

1. Bargaining unit members shall be eligible for dental coverage with Delta Dental of NJ, utilizing the Premier/Advantage/PPO Networks, in accordance with the attached Schedule of Benefits (Attachment B). The Borough shall pay 75% of the cost of the premium for the spouse or other dependents of the employee, should the employee request said coverage; the employee shall pay the remaining 25% of spouse/dependent coverage.

**ARTICLE XVI
LEGAL DEFENSE**

The Borough shall provide legal defense to any police officer who is a defendant in any action arising out of or incidental to the performance of his/her duties in accordance with the provisions of N.J.S.A. 40A: 14-155.

**ARTICLE XVII
OFF-DUTY POLICE SERVICES**

All requests for voluntary off-duty services by organizations, persons, or corporations shall be made to the Borough, and all payments for such services shall be made to the Borough. The rate of compensation for said services to each officer so deployed shall be the normal overtime rate for the officer. In addition to any normal overtime as set forth above, the balance billed will include an amount to cover Borough's administration costs, and the appropriate Borough contributions, which amount shall be set by the governing body of the Borough, but in no event shall said amount be less than \$5.00 per hour. The Borough retains the right to waive the collection of these administrative costs.

**ARTICLE XVIII
PERSONAL DAYS**

Each full-time employee covered under this agreement shall receive twenty-four (24) hours of personal time per year to be taken for any reason whatsoever, subject to the prior approval of the Chief of Police. Personal time is non-cumulative and will not carry-over into the next year. The employee has the option to be paid for these hours if the hours are not used by the end of the calendar year in which they were awarded. The current bank of personal hours shall be drawn down by December 31, 2028.

**ARTICLE XIX
GRIEVANCE PROCEDURE**

For the purpose of this agreement, a grievance shall be defined as a claim by an employee based upon the interpretation, application, or violation of this Agreement, so as to result in an expeditious and mutually satisfactory settlement of the claim between the Association and the Borough. The following grievance procedure shall be followed:

Step 1: An officer with a grievance shall first present it in writing to the Chief of Police and thereafter discuss it with him either directly or through the Kinnelon P.B.A. Local #341 designated representative for resolving the matter informally. Said meeting shall not be public unless the parties so agree in writing. The Chief of Police shall render a final written decision within five (5) days of the date of the meeting.

Step 2: If the aggrieved party is not satisfied with the disposition of the grievance at Step 1 - If no written decision has been rendered within five (5) days after the presentation of that grievance at Step 1, the matter may be referred by the Kinnelon

P.B.A. Local #341, through its designated representative to the Public Safety Committee. A meeting on the grievance shall be held between the Kinnelon P.B.A. Local #341 and the Public Safety Committee at which Hearing the parties may be represented. Said meeting shall not be in public unless the parties so agree in writing. The Public Safety Committee shall render a final written decision within seven (7) days of the date of the meeting.

Step 3: If the aggrieved party is not satisfied with the disposition of the grievance at Step 2, or if no written decision has been rendered within seven (7) days after the presentation of that grievance at Step 2, the matter may be referred by the Kinnelon P.B.A. Local #341, through its designated representative to the Governing Body. A meeting on the grievance shall be held between the Kinnelon P.B.A. Local #341 and the Governing Body, at which meeting the parties may be represented. Said meeting shall not be in public unless the parties so agree in writing. The Governing Body shall render a final written decision within seven (7) days of the date of the meeting.

Step 4: If the officer remains aggrieved after the completion of these procedures, then only the Kinnelon PBA Local #341 may, within 30 days of receipt of the written decision of the Governing Body or if no written decision has been rendered by the Governing Body within seven (7) days of the meeting, submit the grievance to arbitration. The arbitrator shall be secured by the parties under the rules of the Public Employment Relations Commission. The decision of the arbitrator shall be final and binding on the parties, with costs of the arbitrator to be borne equally by the parties. All other expenses shall be borne by the parties themselves.

The arbitrator shall have jurisdiction only over the dispute arising out of the grievance as defined under this Article. The arbitrator shall not have the authority to add to, subtract from or modify this collective bargaining agreement in any way.

If the appeal to arbitration is not taken within the aforementioned time period, the decision rendered in Step 3 shall be deemed final and binding. The time limit specified in the Grievance Procedure shall be construed as a maximum. However, these may be extended upon mutual agreement between the parties. A grievance must be presented at Step 1 within 15 days from the date of occurrence of the facts which gave rise to the grievance. If it is not presented within the aforementioned time period, it shall not be thereafter considered a grievance under this Agreement.

Any employee may be represented at all stages of the Grievance Procedure by himself or, at his/her option, by a representative selected or approved by the Kinnelon P.B.A. Local #341. When an employee is not represented by the Kinnelon P.B.A. #341, the Kinnelon P.B.A. Local #341 shall have the right to be present and state its views at all stages of the Grievance Procedure.

ARTICLE XX
BEREAVEMENT LEAVE

A. In the event an employee sustains a death in his immediate family, he shall be provided with five (5) working days leave from the date of death at no loss in pay. "Immediate family" shall be defined as parents, parents-in-law, spouse, children, brother, sister, or any member of the immediate household. The occurrence of a death for which bereavement time is granted herein during the employee's regularly scheduled vacation time shall not result in the loss of the benefit provided to the employee in this section.

B. In the event of the death of a relative not included above, the employee shall be given one (1) day off without loss in pay unless said employee is on vacation and does not return for the period of time from the date of death to the day of the funeral of said relative.

C. The Borough reserves the right to request a death certificate and proof of any family relationship.

ARTICLE XXI
FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXII
COMPENSATORY TIME
PURCHASE OF TIME

Each employee working a patrol shift shall be credited with 108 "Kelly" hours on January 1 of each year. Probationary employees shall be credited with hours as they are earned. Should an officer no longer regularly work a patrol shift due to a change in duties, illness, work related accident etc the appropriate number of hours not earned shall be deducted from this credit. In the event that the officer no longer has compensatory time, the time shall be deducted from vacation or personal time (not sick time.) Each employee can accumulate up to 480 hours of Kelly/Compensatory time.

The employee will have the opportunity to sell vacation, personal and Kelly/Compensatory time twice each year, which in total amount of all three aforementioned cannot exceed a maximum of 300 hours per calendar year. The employee shall notify the Chief of Police and Chief Financial Officer by May 15 or November 15 of each year of their desire to purchase time, which will be paid in June or December. Payment shall be made with the first payroll in June and in December.

**ARTICLE XXIII
REPEAL**

All ordinances, resolutions, agreements, rules and regulations and/or parts thereof inconsistent with this Agreement are hereby repealed upon execution of this document by the Governing Body and the members of the "Association".

**ARTICLE XXIV
GENERAL AND MISCELLANEOUS**

- A. The Borough shall maintain its insurance policy of false arrest insurance.
- B. Any employees who are required to use their motor vehicles in the line of duty will be reimbursed at the prevailing rate established, from time to time by the Borough, provided use of the vehicle was authorized by the Chief of Police.
- C. Each employee shall be provided with a one-half (1/2) hour paid meal period during their regular eight (8) hour tour of duty, subject to emergencies.
- D. Each full-time employee covered under this agreement shall have the right to join and support recognized and *bona fide* law enforcement organizations such as the Police Benevolent Association, and the Traffic Officers Association.

**ARTICLE XXV
SAVINGS CLAUSE**

In the event of any Federal or State legislation, governmental regulation, or court decision causing invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect and the parties shall renegotiate concerning any such invalid provision.

**ARTICLE XXVI
SENIORITY**

- A. For purposes of lay-off, recall from lay-off and vacation selection, seniority shall govern:
 - 1. First by Seniority in rank;
 - 2. And then by Seniority in Department.
- B. In the event of lay-off, strict seniority within the rank affected by the lay-off shall be followed. The least senior employee in the rank shall be permitted to bump into the next lower rank and lower salary, and said bumping process shall continue until the least senior employee of the department shall first be laid-off. Recall from lay-off shall be in the inverse order of lay-off.

- C. During lay-off of regular police officers, the Borough shall not hire additional employees without first recalling a laid-off officer back to work, nor shall any such work be contracted out. Nevertheless, the Borough shall be permitted to utilize Special Police Officer(s), provided that the regular police officer who would otherwise be utilized hereunder is given a first opportunity to render such services.

ARTICLE XXVII RULES AND REGULATIONS

Rules and Regulations, as adopted by the Borough and as further amended from time to time, shall remain in force and effect except where inconsistent with the terms of this Agreement, and shall be incorporated herein as part of this Agreement as if set forth at length.

ARTICLE XXVIII CONVENTION LEAVE

Leave of absence with pay shall be given to duly authorized representatives of the Association to attend any State or National Convention of that organization, provided, however, that no more than ten percent (10%) of the bargaining unit shall be permitted such leave of absence with pay, and no less than two (2) and no more than ten (10) authorized representatives shall be entitled to such leave. This paid leave of absence shall be for a period inclusive of the duration of the convention with a reasonable time allowed for travel to and from the convention, provided that such leave shall be for no more than seven (7) days. Certification of attendance at the convention shall, upon request, be submitted to the Borough by the representatives so attending.

ARTICLE XXIX RETIREMENT

An employee shall apply to the New Jersey Police and Fire Pension System in accordance with law.

Upon retirement or any separation, an employee in good standing shall be entitled to be paid for all unused vacation days, holidays, personal days, and compensatory time. Payment for sick time shall be in accordance with Article XI of this agreement.

ARTICLE XXXI **WAGES AND/OR COMPENSATION**

The annual wages and/or compensation paid to members of the Police Department employed by the Borough of Kinnelon on a full-time basis prior to January 1, 2024 shall be set forth below and which are hereby made a part of this Agreement.

	2024 4.2%	2025 4%	2026 4%	2027 3%	2028 3%
	0.042	0.04	0.04	0.03	0.03
Probationary	\$ 51,193.00	\$ 53,240.72	\$ 55,370.35	\$ 57,031.46	\$ 58,742.40
Step 2	\$ 58,467.00	\$ 60,805.68	\$ 63,237.91	\$ 65,135.04	\$ 67,089.10
Step 3	\$ 65,741.00	\$ 68,370.64	\$ 71,105.47	\$ 73,238.63	\$ 75,435.79
Step 4	\$ 73,015.00	\$ 75,935.60	\$ 78,973.02	\$ 81,342.21	\$ 83,782.48
Step 5	\$ 83,470.00	\$ 86,808.80	\$ 90,281.15	\$ 92,989.59	\$ 95,779.27
Step 6	\$ 90,744.00	\$ 94,373.76	\$ 98,148.71	\$ 101,093.17	\$ 104,125.97
Step 7	\$ 98,018.00	\$ 101,938.72	\$ 106,016.27	\$ 109,196.76	\$ 112,472.66
Step 8	\$ 105,293.00	\$ 109,504.72	\$ 113,884.91	\$ 117,301.46	\$ 120,820.50
Step 9	\$ 111,208.00	\$ 115,656.32	\$ 120,282.57	\$ 123,891.05	\$ 127,607.78
Step 10	\$ 117,123.00	\$ 121,807.92	\$ 126,680.24	\$ 130,480.64	\$ 134,395.06
Step 11	\$ 123,038.00	\$ 127,959.52	\$ 133,077.90	\$ 137,070.24	\$ 141,182.34
Sr. Patrol Off.	\$ 137,969.00	\$ 143,487.76	\$ 149,227.27	\$ 153,704.09	\$ 158,315.21
Sergeant	\$ 149,705.00	\$ 155,693.20	\$ 161,920.93	\$ 166,778.56	\$ 171,781.91
Detective Rate	\$ 5,868.00	\$ 6,102.72	\$ 6,346.83	\$ 6,537.23	\$ 6,733.35

Detective rate is calculated at one half the difference between Senior Patrol Officer scale and Sergeant Scale

Officer David Koval will continue on the pay scale for Officers hired prior to 2019 and in 2026 will achieve Senior Patrol status:

2024 - \$104,751

2025- \$118,369

2026 - \$149,227

Any police officer who resigns or retires in good standing shall be entitled to any retroactive salary increases later agreed to or awarded in event that the police officer retires or resigns prior to such agreement or award.

Detective Differential is calculated as one half the difference between the Sergeants salary and the senior patrolmen's salary. The Detective rate shall be included in base salary for the time the employee serves in this position only. It is understood that this position is an assignment and not considered a promotion

Overtime

A. Work Week and Work Day. For the purpose of time-keeping and payroll calculations, the work week is Sunday through Saturday and the work day, except where otherwise specified, is the twenty-four (24) hour period commencing with the employee's normal starting time.

B. Overtime shall be paid to all police officers covered by this Agreement when he/ she is required to work for more than one half (1/2) hour after completion of his/ her regular tour of duty, when he/ she is required to work on a regularly scheduled day off, to appear in Superior, County, Municipal or other court, on official business during other than his/her regularly scheduled duty time. (Guarantee for court time: Municipal Court-1 hour, County and Superior Court-2 hours at overtime rate), when he/she is required to commence work prior to one-half (1/2) hour prior to commencement of his/ her regular tour of duty.

The Chief of Police shall determine circumstances resulting from shortages in personnel in the department caused by vacancies, sickness, injury, or taking of accrued vacation. Call in of officers for overtime shall be made by the Chief or his / her designee.

C. The following shall not constitute overtime for which overtime pay shall be paid: Preparation of regular tour of duty.

D. Overtime schedules shall be developed by the Chief of Police in a manner to provide for the most efficient operation of the department, and to distribute overtime as fairly as possible among personnel entitled to the same. The Chief of Police shall develop an efficient system for court to provide for a scheduling of court time during regular tours of duty, and establish a system for accounting other than municipal court time.

E. All applicable overtime shall be computed at one and one-half (1-1/2) times the hourly rate and paid bi-weekly.

F. Regular police officers shall be afforded the opportunity for overtime work before special police officers are utilized.

Shift Commander Pay

A. It is mutually agreed, that whenever the patrol Sergeant of any shift is absent for at least fifty (50%) percent 2 full consecutive shifts for any reason, at any time, the senior patrol officer

assigned to that shift will assume the responsibility of shift supervisor. The senior patrol officer in this situation will be compensated at the Sergeant's hourly rate beginning on the 3rd vacated shift or part thereof and to include any additional days until the Sergeant's return.

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**ARTICLE XXXII
TERM OF AGREEMENT**

This Collective Bargaining Agreement, entered into on this day of 20 June **2024**, between the Kinnelon Borough Mayor and Council and the members of the Kinnelon P.B.A. Local #341, excluding all ranks above Sergeant, and covers the period January 1, **2024** through December 31, **2028**, and until any revisions are mutually agreed upon.

KINNELON P.B.A. LOCAL #341

By: [Signature] By: _____

By: _____ By: _____

By: _____ By: _____

BOROUGH OF KINNELON
MORRIS COUNTY

By: [Signature]
Mayor James Freda

WITNESSED by: [Signature]

APPENDIX A
SICK TIME PAYOUT AT RETIREMENT

The following chart reflects payments to officers from 2014-2023 under a Paid Time Off program.

Employee	TOTAL HOURS	GRAND TOTAL \$\$
Carbone, Christopher		
Cifelli, Nick	1606	\$101,837.38
Crouthamel, David	1550.5	\$86,996.95
Economou, James	0	\$0.00
Ehrenburg, Mark	333	\$14,032.65
Ferriola, Rickey	498	\$25,208.49
Kelly, Keith	1271	\$49,126.41
Koval, David		
McDonnell, Patrick	420	\$25,649.60
Mucci, Christopher	846	\$47,406.16
Napoletano, Joseph	0	\$0.00
Patalita, Sean	880	\$50,804.90
Schwartz, John - yr. 4	735	\$34,669.90
Shortway, Douglas	452	\$21,839.16
Solari, Matthew	724	\$39,504.11

Officers in yellow were hired before 1/1/2011 and are not subject to \$15,000 CAP

Cifelli
Crouthamel
Kelly
McDonnell
Mucci
Patalita
Solari

Officers subject to the \$15,000 maximum sick time payout who have exceeded that amount will not be paid any days at retirement and no payment is due back to the Borough of Kinnelon:

Ferriola
Schwartz
Shortway

CALCULATION FORMULA UNPON RETIREMENT FOR THOSE HIRED PROIR TO
1/1/2010

A -Total number of hours for sick time at retirement _____

B -PLUS: total number of hours purchased under PTO as per chart above _____

C -TOTAL OF HOURS OF ACCUMULATED SICK TIME _____

D -Fifty (50%) of accumulated sick time (C) to be paid as per agreement _____

E -Hourly rate of pay at retirement _____

F – D times E – Calculation of sick time payment due _____

G – Minus previous payments for sick time from chart _____

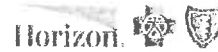
H – FINAL AMOUNT DUE AT RETIREMENT _____

If the final amount due is less than zero, no payment is due and the retiring officer is not required to refund any overpayment.

SCHEDULE A

2024 NJ State Health Benefits Program Local Government Employee Plans¹

HorizonBlue.com/shbp 1-800-414-5HBP (7427)



	PPO Plans			
	NJ DIRECT10	NJ DIRECT15	NJ DIRECT1525	NJ DIRECT2010
IN-NETWORK (IN)				
Service Area Available	Nationwide	Nationwide	Nationwide	Nationwide
Specialist Referral	No referral required	No referral required	No referral required	No referral required
Deductible ²				
Individual	\$0	\$0	\$0	\$0
Family	\$0	\$0	\$0	\$0
Coinsurance	10% ³	10% ³	10% ³	10% ³
Coinsurance Out-of-Pocket Maximum				
Individual	\$400	\$400	\$400	\$800
Family	\$1,000	\$1,000	\$1,000	\$2,000
Total Out-of-Pocket Maximum (Copay + Deductible + Coinsurance)				
Individual	\$400	\$7,560	\$7,560	\$7,560
Family	\$1,000	\$15,120	\$15,120	\$15,120
HEALTH CARE SERVICES				
Primary Care Office Visit	\$10	\$15	\$15	\$20
Annual Routine Physical (In-Network Only)	\$0	\$0	\$0	\$0
Direct Primary Care (DPC) Doctors Office	\$0	\$0	\$0	\$0
First Responders Doctors Office (FRDOCS)	\$0	\$0	\$0	\$0
Horizon CareOnline (Telemedicine)	Cost share may apply	Cost share may apply	Cost share may apply	Cost share may apply
Specialist Office Visit	\$10	\$15	\$25	\$30/adult, \$20/child ⁴
Annual Routine Vision (In-Network Only)	\$10	\$15	\$25	\$30/adult, \$20/child ⁴
Chiropractic ⁵	\$10	\$15	\$25	\$30/adult, \$20/child ⁴
Physical/Occupational/Speech Therapy ⁶	\$10	\$15	\$25	\$30/adult, \$20/child ⁴
DIAGNOSTIC LABORATORY/RADIOLOGY/ADVANCED IMAGING				
Outpatient Laboratory/Radiology/Advanced Imaging	\$0	\$0	\$0	\$0
Freestanding Laboratory/Radiology/Advanced Imaging	\$0	\$0	\$0	\$0
EMERGENCY/URGENT MEDICAL SERVICES				
Urgent Care Center	\$10	\$15	\$25	\$30/adult, \$20/child ⁴
Emergency Room	\$75 ¹⁰	\$100 ¹¹	\$100 ¹¹	\$125
Ambulance	10%	10%	10%	10%
OTHER SERVICES				
Inpatient Facility	\$0	\$0	\$0	\$0
Outpatient Facility	\$0	\$0	\$0	\$0
Outpatient Behavioral Health	\$10	\$15	\$25	\$30/adult, \$20/child ⁴
Durable Medical Equipment (DME)	10%	10%	10%	10%
OUT-OF-NETWORK (OON)				
Deductible - Individual	\$100	\$100	\$100	\$200
Deductible - Family	\$250	\$250	\$250	\$500
Coinsurance after Deductible	20%	30%	30%	30%
Out-of-Pocket Coinsurance Maximum - Individual	\$2,000	\$2,000	\$2,000	\$5,000
Out-of-Pocket Coinsurance Maximum - Family	\$5,000	\$5,000	\$5,000	\$12,500
Inpatient Hospital Deductible	\$200/stay	\$200/stay	\$200/stay	\$500/stay

¹⁰ Lower copayment applies to children under 19 and physical referrals

¹¹ \$150 per admission does not apply to adolescent child/abuse or treatment behavioral health/substance use disorder

¹² Out-of-network cost basis: NJ DIRECT and NJ DIRECT2015 1/15, or CMS (Centers for Medicare & Medicaid Services) fee schedule. 90 percent in (1) All Health network for all other health plans with out-of-network benefit. All plans with out-of-network benefit also have specified out-of-network copayments for out-of-network emergency (\$350) days call it emergency (\$52) and an admission (\$80).

¹³ Out-of-network deductible is combined with in-network deductible

Referrals: Please visit horizonblue.com/membership for information regarding available referral plans

This is not a complete list of all covered services. Exclusions and limitations apply to some services. Visit horizonblue.com/membership for more information.

This document is for informational purposes only and does not constitute a binding agreement. The information provided by this document is not intended to replace or modify the terms, conditions, limitations and exclusions contained within the health plan issued or administered by Horizon. In the event of a conflict between the information contained in this document and your plan documents, your plan documents shall control.

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RF

Schedule B - Dental Plan Schedule

Description of Covered Services

Delta Dental Premier/Advantage Program/
Delta Dental PPO

See following page for program descriptions

Preventive & Diagnostic Services (No Deductible)

100%

- Exams, Cleanings, (each twice per calendar year per person, ages 14 and older are considered adults)
- X-rays-full mouth series or panoramic (either one, once in five years)
- X-rays-bitewing (twice per calendar year for persons 18 and younger, once per calendar year for persons age 19 and over)
- X-rays single films (multiple x-rays on the same date of service will not exceed the benefit of a full-mouth series)
- Fluoride Treatment (twice per calendar year, for eligible children to age 19, combinations with cleanings are applied to time limits for both)
- Space Maintainers (once per space for missing posterior primary teeth, for children under age 14)
- Consultations are counted as exams for purposes of frequency limitations

Remain in Basic & Crowns (After Deductible)

80%

- Fillings - composite and amalgam. Payment is allowed for one restoration per tooth surface in 365 days
- Extractions, Oral Surgery (impacted wisdom teeth claims should first go to medical carrier)
- Endodontics (root canals on permanent teeth once per lifetime per tooth)
- Periodontics (have specific frequency limitations, pre-treatment estimate is strongly recommended - e.g. surgery once per 36 months)
- Sealants (1st and 2nd permanent, decay-free molars, once in a lifetime per tooth, for children to age 16)

Prosthodontics (After Deductible)

50%

- Crowns and crown-related procedures (post and core, core buildup, etc., once every five years, permanent teeth only, for ages 12 and older)
- Inlays (inlays are only payable when done in conjunction with an onlay; by themselves they are given the alternate benefit of an amalgam filling)
- Bridgework (once every five years, for ages 16 and older) (bridges with four or more missing teeth in that arch may be given an alternate benefit of a partial denture)
- Full & Partial Dentures (either one, once every five years, partial dentures for ages 16 and older) (fixed bridges and removable partial dentures are not benefits in the same arch; benefits will be provided for the removable partial denture only)
- Repair of Dentures (Repair of existing prosthetic appliances)