

## Sidebar Agreement

The Township of Long Hill (“Township”), the Policemen’s Benevolent Association Local No. 322 (“PBA”) and the Policemen’s Benevolent Association Local 322 Superior Officer’s Association (“SOA”) hereby agree as follows:

1. For the 2023 calendar year only, the Township agrees to allow patrol officers and patrol sergeants to use accrued compensatory time, vacation days, holidays and/or personal days (“discretionary time”) without denial of use of such time out of concern for the creation of overtime, except that such requests will not be permitted when the officer seeks use of the discretionary time for completion of third-party details.

2. Requests from patrol officers and sergeants to use discretionary time as set forth in ¶1 of this Sidebar Agreement must be made at least seven (7) days in advance of the use of the requested time if the use of time might cause overtime or affect minimum staffing. Requests to use discretionary time shall be submitted for full 12 hour shifts only.

3. Paragraphs 1 and 2 of this Sidebar Agreement apply exclusively to officers working in the patrol division of the Police Department and are not applicable to detectives or other officers who are not assigned to the patrol division.

4. Paragraphs 1, 2, and 3 of this Sidebar Agreement apply to squads that are experiencing a workforce shortage as determined by the Chief of Police or Officer in Charge. Only one officer or one Sergeant per shift on the short squad will be authorized to utilize discretionary time that causes overtime.

5. The parties understand and agree that the Township may utilize two Class II Special Law Enforcement Officers (“SLEOs”), at a maximum of 31 and 20 hours per week respectively, to assist the Department by working on the short crews and to fill vacancies created

as a result of paragraph 1 of this Agreement. Additionally, these two SLEOs may be used by the Township to fill in overtime assignments and/or extra duty overtime jobs provided that such overtime is first offered to patrol officers. The scheduling of all overtime assignments, including extra duty overtime assignments, shall continue to be operated in the manner that is currently being utilized, as follows: overtime will be assigned by utilizing the current list of officers eligible for overtime and offering assignments to the next consecutive eligible officer on the list until the assignments are filled. In the event that the overtime assignment is offered to all eligible officers and remains unassigned, the Township may then offer the assignment to the SLEOs. The PBA and SOA hereby waive their right during the 2023 calendar year to grieve or file any other legal challenge based on the Township's use of SLEOs under the parameters set out in this paragraph.

6. Although no such term is set forth in either collective negotiations agreement ("CNA") governing the PBA or SOA effective January 1, 2019 through December 31, 2023, unit members were provided the opportunity to carryover up to 24 hours of accrued time converted to 1:1 compensatory time for personal days without the prior knowledge of the Township Administration. During 2023, unit members shall be permitted to use accrued personal leave of up to 24 hours as 1:1 compensatory time carried over from the 2022 calendar year. The parties agree to negotiate this term in successor contract negotiations upon expiration of the current CNAs.

7. Although no such term is set forth in either CNA, differential compensatory time has at times been provided to unit members at a rate of 1:1 for agreeing to switch to the night shift from a day shift with the approval of the Officer in Charge ("OIC"). During 2023, unit members shall receive shift differential comp time in the same manner as provided in 2022. The parties agree to negotiate this term in successor contract negotiations upon expiration of the current CNAs.

8. Although no such term is set forth in either CNA, sick leave taken for COVID-19 (“COVID sick leave”) has been reimbursed to officers who had contracted or been exposed to COVID without the prior knowledge of the Township Administration. The parties agree as follows: (a) the Township waives, discharges, relinquishes and otherwise releases the right to seek to recoup COVID sick leave days reimbursed to officers in 2020-2022; (b) the Township shall permit officers who have used sick leave for COVID as of December 31, 2022 to be reimbursed for that time; and (c) in consideration of (a) and (b) hereinabove, no requests to be reimbursed for COVID sick leave after January 1, 2023 shall be granted nor shall additional COVID sick leave reimbursement be granted to any officer after January 1, 2023.

9. The parties hereby acknowledge and agree that this Sidebar Agreement is non-precedential and is only to apply during the 2023 calendar year, unless mutually extended in writing by both parties.

10. This Agreement is subject to the approval of the Township’s governing body and ratification by the PBA and the SOA.

11. Except as modified by this Side Bar Agreement, all provisions of the existing CNAs shall continue in full force and effect.

12. If any provision of this Sidebar Agreement is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions.

TOWNSHIP OF LONG HILL

PBA LOCAL 322

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATED:

DATED:

PBA LOCAL 322, SUPERIOR OFFICERS

BY: ~~\_\_\_\_\_~~ Ronald J. Sutton Jr.

DATED: 3/7/2023