AGREEMENT

BETWEEN

BOROUGH OF FLEMINGTON

AND

HUNTERDON COUNTY PBA LOCAL 188

JANUARY 1, 2023 THROUGH DECEMBER 31, 2025

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PREAMBLE

THIS AGREEMENT, made and entered into this ___ day of _____, 2023 between the BOROUGH OF FLEMINGTON in the County of Hunterdon (hereinafter referred to as the "Borough" or the "Employer") and the PBA LOCAL 188 (hereinafter referred to as the "PBA") represents the complete and final understanding on all negotiable issues between the Borough and the PBA.

WITNESSETH:

WHEREAS, the Borough and the PBA recognize and declare that providing quality police protection for the Borough is their mutual aim; and,

WHEREAS, the PBA represents the entire membership of the regular Police Department of the Borough with the exception of the Chief of Police, part-time and special duty officers, and represents no other employees of the Borough; and,

WHEREAS, the Borough has an obligation, pursuant to the Public Employer-Employee Relations Act to negotiate with the PBA as the representative of employees hereinafter designated with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement.

IN CONSIDERATION OF THE FOLLOWING MUTUAL COVENANTS, it is hereby agreed as follows:

ARTICLE I

MANAGEMENT RIGHTS

A. The Borough 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 not limiting the generality of the foregoing the following rights:

1. The executive management and administrative control of the Borough Government and its properties and facilities and activities of its employees using personnel, methods and means of the most appropriate and efficient manner as possible which may from time to time be determined by the Borough.

2. To use improved methods and equipment, to decide the number of employees needed for any particular time to be in sole charge of the quality of the work required.

3. To hire all employees, to promote, transfer, assign or retain employees in positions within the Borough.

4. To reprimand, suspend, discharge or take any other appropriate disciplinary action against an employee for just cause.

5. To lay off employees due to lack of funds.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, 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 that are in conformance with the Constitution and laws of New Jersey and of the United States and ordinances of the Borough.

C. Nothing contained herein shall be construed to deny or restrict the Borough of its powers, rights, authority, duties or responsibilities under R.S. 40 and 40A or any other national, state, county or local laws or ordinances.

ARTICLE II

RECOGNITION AND PBA RIGHTS

A. The Borough hereby recognizes the PBA as the sole and exclusive representative of all full-time and regular members of the Police Department below the rank of Chief of Police, part-time or special duty officers, and also excluding clerical employees, dispatching employees and all other employees of the Borough, for the purpose of collective negotiations with respect to the terms and conditions of employment.

B. Members of the PBA negotiating committee shall suffer no loss of regular pay for all meetings with the Borough and the PBA for the purpose of negotiating the terms of an agreement, when such meetings take place at a time during such members regularly scheduled work day. In addition, PBA committee members shall not suffer a loss of regular pay to prepare for said meetings while on duty. Said preparation may not exceed four hours in a thirty day period.

C. Representatives of the PBA shall suffer no loss of regular pay for all meetings between officials of the Borough or the Chief of the Department, for the purposes of processing grievances and for the handling of administrative Departmental matters involving other PBA unit members within this Department.

ARTICLE III

NON-DISCRIMINATION

Neither the Borough nor the PBA shall discriminate against, or in favor of, any employee because of race, creed, religion, sex, sexual orientation, national origin (ancestry), disability, age, marital status, military status, union membership or non-membership, or any other category protected by law.

ARTICLE IV

POLICE OFFICERS' RIGHTS

A. Pursuant to the Public Employer-Employee Relations Act, every police officer has the right freely to organize, join and support the PBA and its affiliates for the purpose of engaging in collective negotiations or to refrain from doing so providing such right does not interfere with the performance of the police officers' duties.

B. Neither the Borough nor the PBA will discriminate against any police officer for the exercise or failure to exercise any other rights granted under the Public Employer-Employee Relations Act.

C. A police officer shall have the right to inspect his/her personnel file by appointment made through the Chief of Police or his/her designated representative. The Chief or his designated representative shall be present during the inspection of such file. Upon request, copies of non-confidential matters in the police officer's personnel file will be furnished to the police officer.

ARTICLE V

VACATIONS

A. Each employee shall be entitled to vacation time as follows:

1. Five (5) days, if employed and have completed six (6) months of service prior to August 1 in any particular year.

2. Ten (10) days shall be granted after one (1) year of continuous service before August 1 and through the fifth (5^{th}) year of service.

3. Upon completion of the fifth (5^{th}) year of service as of January 1 of any year, five (5) additional days shall be earned in addition to the ten (10) days earned pursuant to Section A.2.

4. Upon completion of the tenth (10^{th}) year of service, twenty (20) days of vacation shall be earned.

5. Upon completion of the twentieth (20^{th}) year of service, twenty-five (25) days of vacation shall be earned.

6. If a holiday falls during the vacation period, the employee shall be entitled to an additional day of vacation.

B. Vacation periods shall be selected by the employee with the approval of the Chief in accordance with their rank and seniority provided, however, not more than one (1) employee shall be on vacation at the same time without the permission of the Chief of Police.

C. All vacations shall be granted at annual salary rates of an officer's pensionable base salary.

D. Vacation leave may be accumulated year-to-year provided, however, every member entitled to five (5) or more days of vacation must take at least five (5) days of vacation in every calendar year and provided further not more than five (5) days of vacation may remain unused and accumulated.

E. Terminated or departing employees, including voluntary quits, will be paid accumulated vacation time within thirty (30) days after the employee's last day of employment at the rate at which said vacation was earned but in any event not before the Chief of Police has

certified, in writing to the Borough Council, that all articles of clothing and equipment have been reimbursed or otherwise accounted for. Reimbursement may be in the form of deductions from accumulated pay.

F. Vacation pay shall always be made at the rate which it was earned regardless of the dates on which vacation time is actually taken.

G. Any employee shall have the right to receive compensation in the form of monies, for vacation earned as a substitute to actually taking the time off, subject, however, to the limiting conditions set forth in Section E above, and subject to the further restriction that the rates applied under this section shall be straight and not overtime rates. Any active employee who elects to cash in vacation on an annual basis shall be allowed to cash in a maximum of ten (10) vacation days per year.

H. Accrued time will be paid to the employee by the second pay period in January following the year the time was accrued.

ARTICLE VI

HOLIDAYS

A. Any employee who works the following designated holidays shall receive pay at the rate of his/her regular hourly salary for each of the following holidays:

New Year's Day

Martin Luther King's Birthday

Federal Lincoln's Birthday

Federal Washington's Birthday

Memorial Day

Juneteenth*

July 4th

Labor Day

Columbus Day

Veteran's Day

General Election Day

Thanksgiving Day

Three (3) religious holidays per Article V, Section D.

Any holiday designated by the Mayor and Council

* Twelve hour holiday

B. The above referenced holidays (124 hours) are included in each officer's base pay. Said holiday pay shall be paid in equal installments to officers in accordance with the regular payroll cycles of the Borough.

C. An employee who works on a holiday shall receive compensatory time off on an hour-for-hour basis for all such hours actually worked on that holiday. Hours worked beyond an officer's regular workday on a holiday shall be compensated with time and one half compensatory time. An officer shall be allowed to carry a bank of up to 222 hours of holiday compensatory hours from year to year.

D. Each employee shall receive three (3) paid religious holidays pursuant to Section A of this Article. These religious holidays may be designated and scheduled at the discretion of the employee. Employees are paid for these religious holidays as part of base pay. Employees working on their designated and scheduled religious holidays shall receive compensation pursuant to Section C of this Article.

E. The word "holiday" shall mean the actual day of the holiday and not the day the holiday is observed.

ARTICLE VII

LEAVE OF ABSENCE, SICK LEAVE AND OTHER LEAVE

A. Leave of Absence

1. **Military Leave**

a. An officer who is a member of the reserve component of any of the United States armed forces or the National Guard of any state and is called for active duty will be granted a military leave of absence for the duration of the service. The first thirty (30) workdays in the aggregate on the leave in any calendar year shall be with full pay.

An officer who is a member of the New Jersey National Guard shall be granted a leave of absence for the duration of the service. The first 90 workdays in the aggregate in any calendar year, during which he or she shall be engaged in State or Federal active duty, shall be with full pay.

b. Such officer must be reinstated without loss of economic privileges and seniority, following his completion of active duty.

c. Any regular employee required to be absent from work because of annual field training shall receive from the Borough the difference between the employee's full rate of pay as set forth in this contract less the military pay the employee earns during such absence. If the military pay earned by the employee during such absence is equal or greater than that to which the employee is entitled hereunder, the Borough shall not be obligated to compensate the employee during duty training. The Borough shall not be required to compensate any employee under this Section for a period of time greater than fifteen (15) calendar days in any calendar year.

2. **Leave Without Pay**

a. The Borough, upon written request of an employee, thirty (30) days in advance shall grant a leave of absence not to exceed two (2) months without pay to the said employee. It is understood that "without pay" means without any expense to the Borough and if said employee so selects, benefits may be continued at the expense of the employee. Upon further written request of an employee, not less than thirty (30) days in advance, the Borough may grant additional leave time of up to four (4) months without pay as defined above.

b. Seniority shall not accumulate during such leave.

c. No more than one (1) employee covered under this Agreement at any one time may be on a leave of absence without pay and no employee may request more than one (1) such leave in any five (5) year period. If two (2) or more employees request a leave of absence without pay, seniority shall determine which employee shall be entitled to leave without pay.

B. Sick Leave

1. Sick leave means the absence of an employee because of illness. Such leave may also be permitted for attendance upon a member of an employee's family who is seriously ill, if the Chief's permission is obtained.

Five (5) days of sick leave may be used for any reason set forth below:

a. Time needed for diagnosis, care, or treatment of, or recovery from, an employee's mental or physical illness, injury or other adverse health condition, or for preventive medical care for the employee;
b. Time needed for the employee to aid or care for a family member of the employee during diagnosis, care, or treatment of, or recovery from, the family member's mental or physical illness, injury or other adverse health condition, or during preventive medical care for the family member;
c. Absence necessary due to circumstances resulting from the employee, or a family member of the employee, being a victim of

domestic or sexual violence, if the leave is to allow the employee to obtain for the employee or the family member: medical attention needed to recover from physical or psychological injury or disability caused by domestic or sexual violence; services from a designated domestic violence agency or other victim services organization; psychological or other counseling; relocation; or legal services, including obtaining a restraining order or preparing for, or participating in, any civil or criminal legal proceeding related to the domestic or sexual violence;

d. Time during which the employee is not able to work because of a closure of the employee's workplace, or the school or place of care of a child of the employee, by order of a public official due to an epidemic or other public health emergency, or because of the issuance by a public health authority of a determination that the presence in the community of the employee, or a member of the employee's family in need of care by the employee would jeopardize the health of others; or

e. Time needed by the employee in connection with a child of the employee to attend a school-related conference, meeting, function or other event requested or required by a school administrator, teacher, or other professional staff member responsible for the child's education, or to attend a meeting regarding care provided to the child in connection with the child's health conditions or disability.

2. During the first six (6) months of employment, sick leave shall accrue on the basis of one (1) day for every two (2) months of employment and after six (6) months of completed service on the basis of one (1) working day per month during the first calendar year of employment after initial employment with a limit of ten (10) days per year and ten (10) working days in every calendar year thereafter.

3. Sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year-to-year.

4. Upon retirement from the Police department pursuant to the provisions of the Police and Firemen's Retirement System, accumulated sick leave not to exceed ten thousand dollars ($10,000.00) shall be redeemable at the time of employee's retirement for all Officers hired after January 1, 1998. Employees hired prior to January 1, 1998 may not exceed six (6) months

of their annual salary at retirement. The employee may, at his/her option, take compensatory time off with pay instead of being paid accumulated sick time.

5. If an employee is absent for reasons that entitle him/her to sick leave, his/her supervisor shall be notified no later than commencement of the scheduled shift of the day to be taken if possible.

6. An employee whose sick leave exceeds five (5) consecutive working days because of his/her personal illness, shall produce a doctor's statement verifying that he was unable to work. Where the employee is absent for five (5) consecutive working days as a result of attendance upon a member of his/her family who is seriously ill, a doctor's statement shall be produced, which statement shall confirm that the family member was ill or injured.

7. The Borough may require proof of illness of an employee on leave, whenever such requirement appears reasonable. Abuse of sick leave will subject an employee to disciplinary action.

8. Any officer who is collecting temporary disability benefit for an on the job injury or illness or an off the job injury or illness suffered while performing police related activities shall receive his/her full pensionable base salary from the Borough. The officer shall sign the rights to the temporary disability payments to the Borough. The portion of the officer's salary attributed to temporary disability benefits shall not be subject to payroll taxes unless otherwise required by law.

C. Other Leave

1. **Personal Leave**

a. Employees covered under this Agreement shall receive non-accumulative leave for the purpose of conducting personal business as follows:

(1) After four (4) months of employment - 1 day

(2) After eight (8) months of employment – 2 days

(3) After one (1) year of employment - 4 days

b. Request for personal leave shall be submitted in writing not less than twenty-four hours (24) in advance and is subject to approval by the Chief.

c. The employee shall receive his/her regular rate of pay for this time.

2. **Leave for PBA Meetings**

a. One officer of the PBA shall be allowed to attend regularly scheduled meetings of the PBA without loss of pay, when such meetings take place at a time when such employees are scheduled to be on duty. If, during the duration of this contract there are two (2) officers of the PBA scheduled to work, then the officer with the most seniority shall be given first preference to take time off, as described above, to attend said meeting (seniority shall mean seniority with the Department).

b. If such meetings are held within fourteen miles of the Borough, said PBA member shall have the right to use his/her assigned patrol vehicle to effectively respond directly to the scene of another officer for assistance or a pending call for service if needed.

c. The President and Delegate will be permitted to attend State and National PBA conventions by rearranging schedules. The Borough agrees to grant time off, as provided by State Statute, to any employee designated by the PBA to attend State and National meetings or conventions, provided sixty (60) days written notice is given to the Chief of the Department by the PBA.

3. **Educational Leave**

a. Employees covered under this Agreement matriculated in programs

leading to a degree in police science or criminal justice may request an alteration of their work schedule to permit attendance at classes. Such alteration is subject to the approval of the Chief of Police.

b. For purposes of Section 3.a. above, "approved institutions" shall include, but not be limited to, those schools accredited by the Middle States Association of Colleges and Secondary School, or S.L.E.P.A. approved schools, or the New Jersey State Police approved schools, or other schools recognized by approved law Enforcement Agencies.

c. The Employer shall reimburse tuition to each employee for each credit earned pursuant to Section 3.b. above, so long as the grade of C or better is received for that credit. The employer's responsibility to reimburse tuition shall only be for credits earned after January 1, 1982. The maximum tuition reimbursement shall not exceed the per credit tuition of Rutgers University.

4. **Funeral Leave**

Paid funeral leave up to five (5) days will be given for a death in the immediate family of an employee. Immediate family shall consist of father, mother, sister, brother, father-in-law, mother-in-law, paternal grandparent, or any other relative living with said employee. Paid funeral leave of up to five (5) days shall be given for the death of an employee's child or spouse. Upon request, the Chief may extend the paid funeral leave for the death of an employee's child or spouse for up to five (5) additional days at the sole discretion of the Chief of Police. Paid funeral leave of not more than three (3) days may be given for the death of any other relative of the employee at the sole discretion of the Chief of Police. In each of the foregoing cases, the days of leave shall be consecutive, one of which shall be the day of death or day of funeral.

ARTICLE VIII

INSURANCE

A. The Borough agrees to continue in full force and effect a health insurance program. Members shall pay 10% of the premium for the level of benefits in which they participate. Such payment shall be pre-tax and deducted directly from the member's pay.

B. The Borough agrees to continue in full force and affect a drug prescription card under the present terms and conditions as follows:

1. The card shall be for the exclusive use of the collective negotiations unit member and his/her eligible dependents; and

2. Each member of the collective negotiations unit shall pay ten percent (10%) of the cost of the premium for the level of coverage selected which shall be deducted from his/her paycheck; and

C. The Borough, at its expense, shall provide all employees covered by this Agreement with a comprehensive liability and accidental death and dismemberment insurance policy.

D. The Borough reserves the right to change insurance carriers and/or plans or to self-insure so long as in the aggregate substantially similar benefits are provided.

E. The Borough shall provide employees with the New Jersey State Dental Plan and contribute 50% of the premium annually (payable directly to the carrier) toward the cost of the dental plan. Any costs in excess of this annual contribution shall be paid by the PBA and/or the employees via payroll deduction.

F. Prescription Benefit Co-Pays - $5.00 Generic; $15.00 Brand Name; $35.00 Special.

ARTICLE IX

HOURS OF WORK AND OVERTIME

A. **Hours of Work**

1. **Employees in the Patrol Division**

a. The Chief of Police will negotiate with the PBA regarding the number and hours of all shifts, and all shift changes shall require 30 days' notice.

b. The Chief of Police need not consult with the PBA regarding shift schedule upon declaration of an emergency by the Mayor, Police Commissioner or Chief of Police.

c. Employees in the Patrol Division shall work a Pitman Schedule consisting of 12 hour work days as follows: 2 consecutive days on duty followed by 2 consecutive days off duty; 3 consecutive days on-duty followed by 2 consecutive days off-duty; 2 consecutive days on-duty followed by 3 consecutive days off-duty.

d. Officers on the Pitman schedule shall rotate from days to nights every 2 work cycles (14 workdays).

2 **Employees in Plain Clothes Division:** Employees shall work a shift schedule as assigned by the Chief of Police.

3. The regular work schedules may be amended by an individual officer in the form of voluntary movement for the following reasons:

a. For selected training or agreed upon mandatory training.

b. As a result of a shift swap.

c. For any voluntary reason agreed upon between the officer and the Employer.

d. No officer's shift shall be amended to avoid overtime.

B. **Overtime**

1. Overtime shall be paid to any employee when he is required to work in excess of a completed twelve (12) hour tour (or such shift schedule as assigned by the Chief of Police), on a regularly scheduled day off, or for any purpose stated below.

2. Employees shall be paid compensation at the rate of one and one-half (1 ½) times their regular hourly rate only when required to work in excess of fifteen (15) minutes before and fifteen (15) minutes after a shift.

3. PBA Local 188 unit members, at their sole discretion, shall have the option to accept compensatory time or cash overtime payments for any and all overtime hours worked. Compensatory time shall be paid at the rate of one and one-half (1 ½) times the number of hours worked or any greater amount as required by the collective negotiations agreement.

4. Any member that accepts compensatory time may use the compensatory time at their discretion or accrue the compensatory time.

5. Compensatory time earned shall accrue and carry over from year to year. PBA Local 188 unit members shall not be permitted to accrue an excess of 480 hours of compensatory time. Any overtime worked in excess of 480 hours must be paid in cash.

6. Compensatory time may be cashed out upon request of the employee. Any compensatory time cashed out shall be paid at the rate of pay in effect in the year in which the payment is made.

C. **Call-In**

Whenever an employee is called to perform overtime duty when he/she is already off duty, he/she shall be paid a minimum of three (3) hours overtime provided such time is not contiguous to the employee's work day in which case the employee shall be paid at time and one-

half (1 ½) for the hours worked until the start of the employee's work day and then paid at straight time.

D. **Court Appearance**

1. Should it become necessary for an Officer to appear in Superior, County, Municipal or other Court on official business during a time other than his regularly scheduled duty time, such employee shall receive compensation for such appearance at time and one-half (1 ½). An officer will be compensated a minimum of three (3) hours for his/her appearance in any court/legal proceeding or hearing arising out of their duties as an officer.

2. Transportation to and from all courts outside of the Borough shall be provided by the Borough. Personal vehicles shall be used as in Article X, Section B, if a police vehicle is unavailable. No unauthorized personnel shall be allowed in a Borough vehicle.

E. **Payment for Overtime**

1. Payment for overtime shall be made to an employee during the next pay cycle after which the overtime was earned unless the employee wishes to be paid in a different manner. An employee wishing to be paid in a different manner shall make other arrangements for payment with the Chief of Police.

2. Overtime shall not be earned unless approved prospectively or retrospectively by the Chief of Police. Such approval shall not be unreasonably withheld.

F. **Shift Swaps:**

1. Any two officers may agree, solely at their option, to substitute for one another during scheduled work hours.

2. The following rules shall apply to shift swaps:

a. Officers will submit a shift swap form to his or her supervisors for both shifts, with the original of this form provided to the Chief of Police;

b. The officers will identify on the sheet the shifts that they are swapping; and

c. Swaps longer than 3 consecutive work days must be approved by the Chief of Police.

d. Officers in command of a squad must make sure that any swap they participate in does not leave their squad without an OIC.

e. An OIC is defined as any officer with at least 3 years of fulltime service with the Department.

G. **Compensatory Time / Overtime for Training:**

Officers attending a class or training on their day of work or on their regularly scheduled day off shall be treated as having worked on that day. Given the following conditions are satisfied

1. If the class or training, inclusive of travel time, is half or more of an officer's work day, he or she shall be credited with a full day and will not be required to return to work, with the approval of the OIC.

2. If the class or training is on an officer's scheduled day off, the officer shall be credited with a full day of work for each day of the class or training. So long as the sum of travel time and training equals more than six hours. Otherwise the officer shall receive overtime.

3. An officer that is scheduled to attend training on their day off, while being assigned to work the Pitman schedule, an officer shall have his/her schedule amended to provide for the number of consecutive days off in the tour of duty in which the training day fell.

4. If a shift amendment to maintain the number of days off on the Pitman schedule does not occur, the officer shall be credited with one shift worth of compensatory time. The officer shall use the compensatory time within a reasonable period after it is credited.

5. If an officer attends a class or training outside of his or her regularly scheduled shift and is not credited time off or granted a shift amendment, he or she shall earn compensatory time at the rate of one and one-half hours per hour of work. Compensatory time earned pursuant to this paragraph shall be used within twelve (12) months of the date earned.

ARTICLE X

COMPENSATION

A. **Rate**

The rate of compensation shall be paid on a yearly basis, payable bi-weekly, but only during the period of time each employee is actually employed and entitled to compensation shall be pursuant to the attached Salary Guide. Salary increases are effective and retroactive to January 1, 2023, January 1, 2024 and January 1, 2025. A unit member eligible for retroactive payment who leaves employment prior to receiving said payment shall be paid the retroactive payment upon separation.

The Salary guide will reflect a 5% differential between Corporal and Step 8. The Salary guide will reflect a 5% differential between a Sergeant and a Corporal. The Salary guide will reflect a 5% differential between Sergeant and Sergeant First Class. The Salary guide will reflect a 15% differential between a Lieutenant and a Sergeant.

Employees shall advance on the salary guide on their anniversary date every year.

B. **Longevity**

1. In addition to salary, a longevity payment shall be paid. Disbursements will be made pro rata in the regular paychecks, with regular pension deductions made, and all hourly and daily rates shall be calculated on the combined total of base salary plus longevity pay.

2. Longevity Schedule:

a. On the anniversary of five (5) years of Police service to include time as a special police officer with the Borough, through the anniversary of nine (9) years, the Employee shall receive the sum of Six Hundred Dollars ($600.00) annually.

b. On the anniversary of ten (10) years of Police service to include time as a special police officer with the Borough, through the anniversary of fourteen (14) years, the Employee shall receive the sum of One Thousand Two Hundred Dollars ($1,200.00) annually.

c. On the anniversary of fifteen (15) years of Police service to include time as a special police officer with the Borough, through the anniversary of nineteen (19) years, the Employee shall receive the sum of One Thousand Eight Hundred Dollars ($1,800.00) annually.

d. On the anniversary of twenty (20) years of Police service to included time as a special police officer with the Borough, and annually every year thereafter, until the employee leaves employment with the Borough, the Employee shall receive the sum of Two Thousand Four Hundred Dollars ($2,400.00) annually.

C. **Detective**

1. Any employee serving as a Detective shall receive an amount of 1.5% salary differential per year, and this amount shall be added to the pensionable base salary.

D. **Outside Detail**

1. All employees covered by this agreement shall receive the following compensation for work done outside of their normal scheduled or assigned police functions for private contractors or corporations or public entities other than the Borough.

a. Outside details, including security (except as provided below), shall be paid at the rate of eighty (80) dollars per hour. All outside detail jobs shall be paid at a minimum of four (4) hours.

1. Outside details shall mean any work performed by or for a private contractor within the Borough of Flemington.

2. Work performed solely by employees of the Department of Public Works shall be paid at the officer's overtime rate of pay.

b. It is understood that the Borough may collect an administrative fee and/or an equipment fee above the hourly rate earned by an employee covered by this Agreement. The Borough shall create or modify an ordinance reflecting the rates as outlined in this Section.

c. If an outside detail is cancelled with less than seven (7) business days' notice from the date of the scheduled detail, the outside contractor shall be responsible to pay the officer who was set to work the detail 4 hours for the cancellation. If the outside detail is cancelled with less than 12 hours' notice, the officer who was set to work the detail shall be paid for 50% of the hours scheduled or 4 hours whichever is greater. However, if the detail is cancelled due to an extreme weather emergency (i.e. declared hurricane, tropical storm or snow emergency), or pandemic declared by the federal or state government, the outside contractor will not be responsible for any minimum payment.

E. Sergeant First Class: A Sergeant shall automatically advance to the Sergeant First Class salary step upon the completion of three (3) years as a Sergeant, inclusive of any probationary period.

ARTICLE XI

OTHER BENEFITS

A. **Legal Benefits**

1. An employee shall be entitled to legal benefits in an action or legal proceeding arising out of or incidental to the performance of his/her duties in accordance with R.S. 40A:14-155 as follows:

> Whenever a member or officer of a municipal police department or force is a defendant in any action or legal proceeding arising out of and directly related to the lawful exercise of police powers in the furtherance of his official duties, the governing body of the municipality shall provide said member or officer with necessary means for the defense of such action or proceeding, but not for his defense in a disciplinary proceeding instituted against him by the municipality or in a criminal proceeding instituted as a result of a complaint on behalf of the municipality. If any such disciplinary or criminal proceeding instituted by or on complaint of the municipality, shall be dismissed or finally determined in favor of the member or officer, he shall be reimbursed for the expense of his defense.

2. If the employee is entitled to the services of an attorney under Section 1 hereof, the Borough shall select an attorney to provide legal services to him/her. If the employee is unsatisfied, he will be permitted to retain, at his/her own expense, private counsel.

3. Where the employee under Section 2 hereof selects private counsel and where pursuant to the provisions of Section 1 hereof, the Borough shall be obligated to pay the cost of such services, the Borough shall reimburse the employee an amount which the Borough

Attorney, after consultation with the Borough Council, decides is equal to the fee which would have been charged by him in reasonably disposing of the matter.

E. **Reimbursement Benefits**

Whenever a regular employee shall be required to discharge his/her duties outside of the Borough, any expenses incurred by reason thereof shall be reimbursed by the Borough. Reimbursement shall be made, but not limited to the following instances:

1. Meals;

2. Traveling expenses including lodging, if necessary;

3. Parking fees and tolls;

4. If a private automobile is to be used, mileage from Headquarters to the point in question and return to Police Headquarters shall be reimbursed to the employee at the current IRS per mile rate; and

5. Any other expenses reasonably incurred in serving outside the Borough.

F. **Acting Officers**

1. Any employee covered by this Agreement who shall have been directed by the head of the Police Department to act in the capacity of a supervisory officer for a continuous period of two (2) weeks or more shall be compensated at the supervisory officer's rate for all such time.

G. **Clothing and Equipment**

1. **Clothing Allowance and Maintenance Costs**

a. The uniforms and equipment items listed below shall be supplied by the Borough in addition to an employee's calendar years clothing allowance. All articles of equipment in the officer's possession remain the property of the Borough and shall be returned to

the Borough at the termination of employment. All Uniforms remain the property of the Borough for three (3) years from initial date issued. Officers are entitled to replacement of worn uniform items as needed. An employee must apply for and receive the approval of the Chief of Police, or his designee, before he/she is authorized to replace any worn items of clothing and equipment.

b. Each Full-time Police Officer shall receive uniforms and equipment as outlined below:

Initial Uniform/Clothing Supply

Class A Uniform

(1) Elbeco Tek3 Poly Cotton Twill Pant w/ 2 1/4" Gold Stripe
(1) Elbeco Tek3 Long Sleeve Poly Shirt
(1) Safariland Handcuff Pouch (hidden snap)
(1 set) Safariland Belt Keepers (hidden snap)
(1) Safariland Stitched Edge Sam Browne Duty Belt, Plain, Black
(1) Belt Buckle – Chrome or Gold
(1) Safariland Velcro Under Belt
(1) Safariland Leather Holster for S&W M& P
(1) Jay-Pee Leather Cross Strap, Plain Black (Chrome or Gold)
(1 pair) White Gloves
(1) Tie, clip on, Dark Navy
(1) Tie Clip, "Flemington Police" (Chrome or Gold)
(1) Pershing Style Cap w/hat bands (Chrome or Gold)
(1) Hat Badge
(1) Breast Badge
(1) Name Tag (Silver or Gold)
(1) Pair Boots – Polished toe, Black

Class B Uniform

(3) 5.11 Polo Shirt, Long Sleeve Shirt Dark Navy
(3) 5.11 Polo Shirt, Short Sleeve Dark Navy
(3) 5.11 Stryke Pant, Dark Navy w/Gold Stripe
(3) 5.11 Sierra Bravo Duty Belt
(1) Safariland ALS Level 3 Duty Holster
(1) Bianchi Accumold Double Magazine Case
(1) Bianchi Accumold Single Cuff Case
(1) Bianchi Accumold Mark III Defense Spray Holder
(1) Boots – Black

Class C Uniform

(1) 5.11 Stryke Pant, Khaki
(1) 5.11 Polo Shirt, Long Sleeve Shirt, Dark Navy (w. small patch LT breast)
(1) 5.11 Polo Shirt, Short Sleeve Shirt, Dark Navy (w. small patch LT breast)
(1) Badge Holder, Belt Clip

Equipment

(1) Turtle Tracks Outer Carrier, Dark Navy
(1) Body Armor Set (Replaced in accordance with Dep't Policy)
(1) Smith & Wesson M&P40 w/Three Magazines
(1 pair) Handcuffs
(1) ASP expendable baton w/ holder
(1) Motorola Radio w/ Shoulder Mic, belt clip
(1 can) Vexor Pepper Spray
(1) Traffic Vest
(1) Winter Coat w/ 2 shoulder patches
(1) Rain Coat, Reflective/Black
(1) Baseball Style Cap w/small patch
(1) Winter Knit Cap w/small patch
(1 pair) Leather Gloves
(1) Wallet w/ Wallet Badge and Department Information
(1) Cell Phone w/Protective Case

Miscellaneous Items

(1) Full length wall-type locker with combination padlock

(2) Service ammunition shall be provided as needed but in quantity, not less than one (1) box per year.

(3) Officers shall be provided with (1) box of service ammunition for off-duty use bi-yearly. Sufficient practice ammunition and targets will be maintained at headquarters

(4) At least (1) rechargeable flashlight shall be installed and in working order in each patrol car.

(5) Batteries for one (1) flashlight that the officer may purchase on his own for patrol, will be furnished upon their request when needed.

c. If all or any part of the present uniform is changed, the costs of such changes shall be borne by the Borough.

d. Each Full-time police officer assigned to the patrol division shall be entitled to the replacement of (2) Long Sleeve Shirts, (2) Short Sleeve Shirts, (2) Pairs of Pants and (1) Pair of boots per year.

e. The Borough shall replace all other uniform items and equipment which, through normal wear, damage or destruction while in the line of duty, shall become unserviceable.

f. All employees shall work in immaculate dress and be subject to spot inspection by any ranking member of the Police Department.

g. The Borough shall allot nine hundred dollars ($900.00) to each employee per year for the cost of cleaning, and dry cleaning of uniforms and purchase of miscellaneous police equipment and clothing. The payment shall be paid quarterly at two hundred twenty-five dollars ($225.00) increments.

h. Any employee assigned to Plain Clothes for more than eight (8) months in any calendar year shall receive an additional clothing allowance of four hundred dollars ($400.00) per year. The payment shall be paid quarterly at one hundred dollars ($100.00) increments.

i. In addition, each officer shall be entitled to be reimbursed the replacement costs of any clothing or apparel damaged or destroyed while employed in his/her capacity as a police officer with a maximum limit of one hundred and fifty dollars ($150.00) for eyeglasses or sunglasses and fifty dollars ($50.00) for watches. Upon a report of a damaged article

to the Chief of Police, or the Chief's designee shall be granted to charge a replacement, of equal value, at a vendor of the officer's choice.

E. **Emergency Services Stipends & Training**

1. Any member of the Department who is a New Jersey certified EMT and/or Paramedic or a New Jersey State Volunteer Fire Fighter (collectively "Emergency Services Worker") shall receive an annual non-base stipend of $500.00. The stipend shall be paid each calendar year in January.

2. Emergency services workers shall be allowed to attend mandatory training and recertification courses while on-duty without loss of pay provided it does not require the officer to be replaced on overtime.

3. An emergency services worker shall not be paid for training and courses that he attends that occur on his regular day off or otherwise not during working hours.

4. If mandatory training or recertification courses fall on the regular workday of an officer who works midnights, he shall be allowed to adjust his schedule to attend the training or course.

ARTICLE XII

GRIEVANCE PROCEDURE

A. **Definition of Grievance**

Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement shall be settled in the manner noted below.

B. **Steps of the Grievance Procedure**

STEP 1: The grievant(s) or PBA shall present a grievance in writing to the Chief of Police within 15 calendar days of its occurrence or when the grievant reasonably became aware

of the occurrence. The Chief of Police shall respond to the grievant and PBA in writing within 5 working days of receipt of the grievance. Working days are defined as any days that the Borough is regularly open for business.

STEP 2: If the grievance is not settled at Step 1 or if no response is received within the Step 1 time frame, the grievant or the PBA may present the grievance in writing to the Police Commissioner within 10 calendar days from receipt of the Chief's decision or if no decision was made, 10 calendar days from the date it was due. The Police Commissioner shall provide the grievant and the PBA with a written answer to the grievance within 10 calendar days of its receipt.

STEP 3: If the grievance is not settled at Step 2 or if no response is received within the Step 2 time frame, the grievant or the PBA may present the grievance in writing to the Borough Council within 10 calendar days from the date it was due. The Borough Council shall provide the grievant and the PBA with a written answer to the grievance within 10 calendar days of its receipt.

STEP 4: If the grievance is not settled at Step 3 or if no response is received within the Step 3 time frame, the PBA, and only the PBA, may file for arbitration within 30 calendar days from receipt of the Borough Council's decision if no decision was made, 30 calendar days from the date it was due.

An arbitrator shall be selected by the parties from the panel of arbitrators maintained by the Public Employment Relations Commission in accordance with the selection procedure of the Commission.

1. Unless the parties agree otherwise, no more than one (1) issue (aside from the issue of arbitrability) shall be presented to an arbitrator in any single case.

2. The fees and expenses of the arbitrator shall be borne equally by the parties. Any other expenses incurred by the parties, including but not limited to the presentation of witnesses, shall be borne by the party incurring same.

3. The arbitrator shall be bound by the terms and conditions of this Agreement and shall not have any power to add to, subtract from or in any way modify any of the terms of this Agreement.

4. The decision of the arbitrator shall be in writing with the reasons thereof and shall be binding upon the parties; subject, however, to any applicable statutes and case law available to the parties.

5. Either the Borough or the PBA may waive any of steps of the grievance procedure, but said waiver can only be done in writing with the consent of the other party.

6. The time limits set forth herein shall be strictly adhered to. If any grievance has not been initiated within the time limit specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the succeeding step in the grievance procedure within the time limits prescribed, the disposition of the grievance at the prior step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to expand or contract the time limits provided for processing the grievance at any step in the grievance procedure.

ARTICLE XIII

RETENTION OF BENEFITS

A. The benefits provided for in this Agreement as well as those benefits provided for by the Borough Ordinances will be maintained and continued during the term of this Agreement.

B. Proposed new rules or modifications of existing rules, whether written or unwritten, governing working conditions, shall be adopted by the Borough only after thirty (30) days notice

to the PBA of the intention of the Mayor and Council to adopt such rules or modifications. For the purpose of this Agreement, it is agreed that the Mayor and Council are authorized to adopt rules governing matters of general policy and of indefinite duration. The Chief is authorized to make such decisions as are necessary on a day-to-day basis or under emergency conditions which do not conflict with this Agreement or rules adopted by the Mayor and Council and have limited application. It is understood that "tactical" decisions will have to be made by the Chief, but that "policy" decisions may only be made by the Mayor and Council and the Police Commissioner as the authorized representative of the Mayor and Council.

ARTICLE XIV

PRINTING OF AGREEMENT

The Borough will reproduce this Agreement in sufficient quantities so that each employee in the negotiations' unit may receive a copy, plus additional reserve copies for distribution to employees hired during the term of this Agreement.

ARTICLE XV

SEPARABILITY AND SAVINGS

If any provision of this Agreement or application of this Agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by such tribunal pending a final determination as to its validity, such provision or application shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XVI

DUES DEDUCTION AND AGENCY FEES

A. **PBA Dues**

1. The Borough agrees to deduct PBA dues, fees and assessments from the salaries of its employees, subject to this Agreement in accordance with law.

2. Upon receiving the written voluntary authorization and assignment from an employee covered by this agreement the Borough shall deduct PBA dues in such amounts and shall be fixed pursuant to the By-Laws and Constitutions of the PBA. The Borough shall promptly remit the deducted amounts each month with a list of such deductions to the Treasurer of the PBA.

B. **Representation Fee**

1. Purpose of Fee: If a member of this bargaining unit does not become a member of the PBA during any membership year which is covered by this Agreement, in whole or in part, said employee will be required to pay a representation fee to this PBA for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by this PBA as majority representative.

2. Amount of fee:

a. Notification: Prior to the beginning of each membership year, the PBA will notify the Borough Business Administrator in writing of the amount of regular membership dues, initiation fees and assessments charged by the PBA to its own membership. The representation fee to be paid by a non-member will be equal to a maximum of 85% of the total amount.

b. Legal Maximum: To adequately offset the per capita cost of services rendered by the PBA as majority representative, the representation fee should be equal in

amount to the regular membership dues, initiation fees and assessment charges by the PBA to its own members, and the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the PBA membership year immediately following the effective date of the change.

3. **Deduction and Transmission of Fee**

a. Notification: Once during each membership year covered in whole or in part by this Agreement, the PBA will submit to the Borough Administrator a list of those employees who have not become members of the PBA for the current membership year. The Borough will deduct from the salaries of such employees, in accordance with paragraph b, below, the full amount of representation fee and promptly will transmit the amount so deducted to the PBA.

b. Payroll Deduction Schedule: The Borough will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforementioned non-member list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid, ten (10) days after receipt of the aforementioned non-member list by the Borough Administrator or thirty (30) days after the employee begins his or her employment in the bargaining unit position, whichever is sooner. If however, the employee previously served in a non-bargaining unit position and then became covered by this Agreement or was laid off, the deduction will begin with the first paycheck paid to the employee after the resumption of the employee's employment in the bargaining unit

position. The representation fee shall be remitted to the Secretary Treasurer of the PBA on a monthly basis.

c. Termination of Employment: If an employee who is required to pay a representation fee terminates his/her employment for any reason or is terminated for cause before the PBA has received the full amount of the representation fee to which it is entitled under this Agreement the Borough will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

d. Mechanics: Except as otherwise provided in this Article, the mechanics for the deduction of representation fee and the transmission of such fees of the PBA will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues. The Borough will, however, indicate in those records transmitted to the PBA which monies are from dues and which monies are receipts from the representation fee.

e. Changes: The PBA will notify the Borough Administrator in writing of any changes in the list of non-members and/or the amount of the representation fee, and such changes will be reflected in any deduction made after the Borough Administrator received said notification.

C. New Employees: On or about the last day of each month, beginning with the month this Agreement becomes effective, the Borough will submit to the PBA a list of all new employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.

D. The PBA shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action

taken by the Borough in reliance upon salary deduction authorization cards and submitted by the PBA to the Borough or in reliance upon the official notification on the letterhead of the PBA and signed by the President of the PBA advising of such charged deduction.

ARTICLE XVII

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.

ARTICLE XVIII

DURATION

This Agreement shall be effective from January1, 2023 through December 31, 2025. Any changes in salary or other economic benefits will apply only to those Police Officers in the employ of the Borough as of the date of signing of this Agreement. Either party wishing to terminate, amend or modify this Agreement after December 31, 2025 must do so by giving written notice to the other party, no more than one hundred twenty (120) days and no less than ninety (90) days prior to December 31, 2025.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals, the date and year first written above.

BOROUGH OF FLEMINGTON

By:_____
Mayor Marcia A. Karrow

Attest:
Michael Humphreys, Clerk

PBA LOCAL 188

By:_____
Brian McNally, PBA President

By:_____
Frank Emanuele
Flemington Unit

Hunterdon County PBA Local 188

Flemington Unit

Final Acceptance

Ratified Successor Agreement Terms Submitted to Flemington Borough

Unit Action: Ratified and accepted for final contract preparation.

This document confirms the Flemington Unit ratification vote and transmits the agreed-upon terms for incorporation into the successor collective negotiations agreement.

Document Date	May 6, 2026
Agreement Term	January 1, 2026 - December 31, 2029
Subject	Unit Ratification, Counteroffer, and Final Acceptance

I. Summary and Final Acceptance

The Flemington Unit of Hunterdon County PBA Local 188 has ratified the successor agreement proposal and formally accepts the agreed terms for a successor collective negotiations agreement with the Borough of Flemington.

This document is submitted to the Borough as the Unit's counteroffer and final acceptance of the terms set forth below, subject to preparation, review, and execution of the final successor collective negotiations agreement.

Key Terms Confirmed by Ratification

Agreement Item	Agreed Term
Salary Guide	Agreed salary step guide effective 2026 through 2029, as listed in Section II. Three percent (3.00%) each year for 2026, 2027, 2028 and 2029 applied to all steps in the guide.
Private Duty Road Job / Outside Detail Rate	Set the outside detail and private duty road job rate at ninety dollars ($90.00) per hour; existing four-hour minimum maintained.
Shift Swaps and OIC Designation	Revise OIC language to allow the Chief of Police, or the Chief's designee, to approve and designate an OIC based on staffing, qualifications, and operational needs.
Sergeant First Class Salary Step	Credit continuous time served as an Acting Sergeant immediately prior to promotion toward the Sergeant First Class salary step requirement.

II. Agreed Salary Step Guide

The following salary step guide has been ratified by the Flemington Unit and is submitted for inclusion in the successor collective negotiations agreement.

Step	1/1/2025 Current Guide	1/1/2026	1/1/2027	1/1/2028	1/1/2029
Academy	$50,737.00	$52,259.11	$53,826.88	$55,441.69	$57,104.94
Step 1	$56,174.00	$57,859.22	$59,595.00	$61,382.85	$63,224.33
Step 2	$63,459.00	$65,362.77	$67,323.65	$69,343.36	$71,423.66
Step 3	$69,278.00	$71,356.34	$73,497.03	$75,701.94	$77,973.00
Step 4	$80,824.00	$83,248.72	$85,746.18	$88,318.57	$90,968.12
Step 5	$89,195.00	$91,870.85	$94,626.98	$97,465.78	$100,389.76
Step 6	$97,434.00	$100,357.02	$103,367.73	$106,468.76	$109,662.83
Step 7	$105,671.00	$108,841.13	$112,106.36	$115,469.55	$118,933.64
Step 8	$113,910.00	$117,327.30	$120,847.12	$124,472.53	$128,206.71
Corporal	$119,606.00	$123,194.18	$126,890.01	$130,696.71	$134,617.61
Sergeant	$125,585.00	$129,352.55	$133,233.13	$137,230.12	$141,347.02
SFC	$131,565.00	$135,511.95	$139,577.31	$143,764.63	$148,077.57
Lieutenant	$151,301.00	$155,840.03	$160,515.23	$165,330.69	$170,290.61

III. Agreed Contract Language Changes

A. Article X(D) - Outside Detail

The Borough and PBA have agreed to amend the outside detail rate for private duty road jobs and outside details to ninety dollars ($90.00) per hour.

Agreed amended language:

Outside details, including private duty road jobs and security (except as otherwise provided below), shall be paid at the rate of ninety dollars ($90.00) per hour. All outside detail jobs shall be paid at a minimum of four (4) hours.

B. Article IX(F) - Shift Swaps / Officer in Charge Designation

Section F(2)(e) shall be amended to allow the Chief of Police, or the Chief's designee, to approve and designate an Officer in Charge based on departmental staffing, qualifications, and operational needs.

Agreed amended language for Section F(2)(e):

An Officer in Charge (OIC) is defined as an officer who is approved or designated by the Chief of Police, or the Chief's designee, to serve in that capacity for the applicable shift, assignment, or period of coverage. The Chief of Police shall have discretion to approve and appoint an OIC based on departmental staffing, experience, training, qualifications, and operational needs. The prior requirement that an OIC have at least three (3) years of full-time service with the Department shall be removed and shall not be required for an officer to serve as an OIC when approved or designated by the Chief of Police.

C. Article X(E) - Sergeant First Class Salary Step

Article X(E) shall be amended to clarify that continuous time served as an Acting Sergeant immediately prior to promotion to Sergeant is credited toward the Sergeant First Class salary step requirement.

Agreed amended language:

A Sergeant shall automatically advance to the Sergeant First Class salary step upon the completion of three (3) years of service in the rank of Sergeant, inclusive of any probationary period. For purposes of calculating the three (3) years required for advancement to the Sergeant First Class salary step, any continuous time served by the employee as an Acting Sergeant immediately prior to promotion to the rank of Sergeant shall be credited toward and included in the required three (3) years.

IV. Final Acceptance and Authority

By ratifying the successor agreement proposal, the Flemington Unit authorizes the Contract Committee to transmit this counteroffer and final acceptance to the Borough of Flemington and to proceed with preparation of final contract documents consistent with the agreed terms set forth above.

The Flemington Unit requests that the Borough incorporate these ratified terms into the successor collective negotiations agreement for final execution by the parties.

Flemington Unit / PBA Local 188

Borough of Flemington

6/9/26
Date

SALARY GUIDE

Step	1/1/2023	1/1/2024	1/1/2025
Start	$ 47,593	$ 49,021	$ 50,737
Step 1	$ 52,693	$ 54,274	$ 56,174
Step 2	$ 59,527	$ 61,313	$ 63,459
Step 3	$ 64,986	$ 66,935	$ 69,278
Step 4	$ 75,816	$ 78,091	$ 80,824
Step 5	$ 83,669	$ 86,179	$ 89,195
Step 6	$ 91,397	$ 94,139	$ 97,434
Step 7	$ 99,124	$ 102,098	$ 105,671
Step 8	$ 106,852	$ 110,058	$ 113,910
Corporal	$ 112,196	$ 115,562	$ 119,606
Sergeant	$ 117,804	$ 121,338	$ 125,585
SFC	$ 123,414	$ 127,116	$ 131,565
Lieutenant	$ 141,927	$ 146,185	$ 151,301

* All employees in the salary guide shall advance on the salary guide on their anniversary date each year. All employees at top step shall receive their increase on January 1 of each year.
** Sergeants move to Sgt. First Class upon completion of their third year as a Sergeant inclusive of any probationary period.
*** Salaries include the 12 hours for the additional Juneteenth holiday.
****All salaries effective and retroactive to January 1, 2023.