

Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 1/1/18 thru 12/31/20

Employer: Borough of Point Pleasant Beach
County: Ocean
Date: October 30, 2019
Name: Eileen A. Farrell
Print Name
Title: Municipal Clerk
Eileen A. Farrell, RMC
Signature

SECTION IV: Increase in Base Salary Cost (for each year of New CNA)14 Total Base Salary Cost from Line 13: \$2,124,325.90

Increases	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
15 Effective Date (month/day/year)	<u>1/1/2018</u>	<u>1/1/2019</u>	<u>1/1/2020</u>			
16 Cost of Salary Increments (\$)	<u>150,795.84</u>	<u>141,824.38</u>	<u>93,076.76</u>			
17 Salary Increase Above Increments (\$)						
18 Longevity Increase (\$)	<u>9,027.00</u>	<u>17,554.00</u>	<u>11,252.00</u>			
19 Total Increased Cost for "Other" Items (\$)						
20 Total Increase (\$) (sum of lines 16-19)	<u>159,822.84</u>	<u>159,378.38</u>	<u>104,328.76</u>			

SECTION V: Average Increase Over Term of New CNA

21 Dollar Increase Over Life of Contract \$423,529.98 [Take sum of all amounts listed on Line 20 above]

22 Percentage Increase Over Life of Contract 1.99 % [Divide amount on Line 21 by amount on Line 14]

23 Average Percentage Increase Per Year .66 % [Divide percentage on Line 22 by number of years of the contract]

SECTION VI: Other Economic Items Outside Base Salary and Increases

←Increases→

24	Item Description	Base Year Cost (\$)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
	Detective Stipend	750.00	1,000.00	1,000.00	1,000.00			
	Tuition Reimb.	0	2,500.00	2,500.00	2,500.00			
	Clothing Maint. Allow.	250.00	500.00	500.00	500.00			
25	Totals (\$):	1,000.00	4,000.00	4,000.00	4,000.00			

SECTION VII: Medical Costs

	Insurance Costs	Base Year	Year 1
26	Health Plan Cost	\$ 259,662.24	\$ 305,188.68
27	Prescription Plan Cost	\$ 64,385.64	\$ 75,674.28
28	Dental Plan Cost	\$ 0	\$ 0
29	Vision Plan Cost	\$ 0	\$ 0
30	Total Cost of Insurance	\$ 324,047.88	\$ 380,862.96

SECTION VII: Medical Costs (continued)

31	Employee Insurance Contributions	\$ <u>135,598.73</u>	\$ <u>114,428.37</u>
32	Contributions as % of Total Insurance Cost	<u>41.85</u> %	<u>30.04</u> %

33 Identify any insurance changes that were included in this CNA.

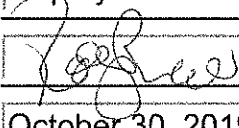
NONE

SECTION VIII: Certification and Signature

34 The undersigned certifies that the foregoing figures are true:

Print Name: Kathryn Beno

Position/Title: Deputy Finance Officer

Signature: 

Date: October 30, 2019

Send this completed and signed form along with an electronic copy of the contract and the signed certification form to: contracts@perc.state.nj.us

NJ Public Employment Relations Commission
Conciliation and Arbitration
PO Box 429
Trenton, NJ 08625
Phone: 609-292-9898

Revised 8/2016

**CONTRACT
BETWEEN
THE BOROUGH OF POINT PLEASANT BEACH
AND
PBA LOCAL NO. 106**

JANUARY 1, 2018 TO DECEMBER 31, 2020

**PREPARED BY:
LOCCKE, CORREIA & BUKOSKY
24 Salem Street
Hackensack, New Jersey 07601
201-488-0880**

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
I	Agreement	1
II	Recognition	2
III	Management Rights	3
IV	Grievance Procedure	5
V	Salary	9
VI	Retention of Benefits	12
VII	Legal Aid	13
VIII	Discrimination or Coercion	14
IX	Savings Clause	15
X	Personal Leave	16
XI	Negotiation Procedure	17
XII	Holidays	18
XIII	Vacation	19
XIV	Professional Growth of Police	20
XV	Bereavement Leave	21
XVI	Sick Leave	22
XVII	Longevity	24
XVIII	Overtime	25
XIX	Clothing Maintenance	26
XX	Medical Coverage	27
XXI	Retirement or Separation	28
XXII	PBA Time Off	30
XXIII	Personnel Files	31
XXIV	Disciplinary Notice	32
	Duration	33
	Schedule A - Annual Base Wage	34
	Schedule A-1 - Annual Base Wage	35
	Appendix A - Flex-Time	36

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2018 between the Borough of Point Pleasant Beach, hereinafter referred to as the "Borough" or "Employer" and New Jersey State Policeman's Benevolent Association, Point Pleasant Beach Local Number 106, hereinafter called the "PBA",

WITNESSETH:

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours of work and other conditions of employment.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained, the parties hereto agree with each other in respect to the Employees of the Employer recognized as being represented by the PBA as follows:

ARTICLE I

RECOGNITION

The Employer hereby recognized the aforementioned PBA as the exclusive representative for all the Patrolmen, Sergeants, Lieutenants, Captains and Deputy Chiefs in its Police Department in Point Pleasant Beach, New Jersey, but excluding the Chief of Police and all other employees.

ARTICLE II

MANAGEMENT RIGHTS

The PBA recognizes that there are certain functions, responsibilities and management rights exclusively reserved to the Employer. All the rights, power and authority possessed by the Borough prior to the signing of the Agreement are retained exclusively by the Employer subject only to such limitations as are provided in this Agreement.

The management functions are vested in the Mayor and Council and their designees. Specifically, the Mayor and Council and their designees reserve the right, subject to the limitations herein, to establish and administer policies and procedures related to personnel matters, work activities, work programs, police training, operational functions, manpower utilization, productivity and efficiency matters.

The Mayor and Council and their designees retain the right to reprimand, suspend, discharge or otherwise discipline Police personnel for just cause and to hire, promote, transfer, assign, demote or lay off personnel for legitimate reasons.

The Mayor and Council and their designees retain the right to determine the number of personnel and the duties to be performed; to maintain the efficiency of personnel; to determine staffing patterns, to determine, implement and revise schedules; to control and regulate the use of facilities; and otherwise generally to manage the affairs of the Borough and direct the work force of the Police Department

except as modified or restricted by a provision of this Agreement.

All leave time, whether paid or unpaid, that is used or allowed in connection with an event that is also covered under federal and/or state leave laws shall run contemporaneously with leave under federal and/or state leave laws including but not limited to its FMLA, NJFLA and NJ-SAFE policies. All discretionary or permissive language contained within the Family Medical Leave Act ("FMLA"), the New Jersey Family Leave Act ("NJFLA"), the NJ-SAFE Act, as well as other leave entitlement laws and regulations, shall be set by Borough policy.

ARTICLE III

GRIEVANCE PROCEDURE

1. For purposes of this Agreement, the term "grievance" means any complaint, difference or dispute between the Employer and any Employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement or any applicable rule or regulation or policies, agreements or administrative decisions affecting any employee(s) covered by this Agreement.

Minor disciplinary matters (less than six (6) days of fine or suspension or equivalent thereof) shall be included in this Grievance Procedure.

In the event a grievance is filed by any person or persons without direct PBA support and representation the PBA shall be provided with a copy of the initial grievance and all steps of the grievance by the Employer.

2. Grievances shall be processed in accordance with the following procedure:

STEP ONE

Grievances shall be submitted in writing to the office of the Chief of Investigations within ten (10) days following the date upon which the grievance occurred. The grievance shall thereupon be discussed at a meeting consisting of the employee involved, the PBA representative, and the Chief of Investigations or his/her designee. The meeting shall be conducted within fourteen (14) days from the date the grievance is submitted unless the PBA and the Chief of Investigations agree to conduct the meeting at a later date.

STEP TWO

If a grievance is not settled at the grievance meeting described

in Step 1, above, the PBA may, within five (5) days from the grievance meeting, appeal the grievance in writing to the Employer, who shall respond to said grievance in writing within 10 days of his/her receipt of the grievance appeal.

STEP THREE

If a grievance appeal under Step 2, above, is denied, and only if the grievance concerns the interpretation, application or alleged violation of the terms of this Agreement, the PBA may submit the grievance to arbitration before an arbitrator appointed by the Public Employment Relations Commission. Such a request for arbitration must be submitted within five (5) days of the date upon which the grievance appeal is denied by the Employer. Grievances concerning policies or management decisions affecting employees may not be submitted to arbitration.

3. The designated arbitrator shall be bound by the provisions of this Agreement and applicable laws of the State of New Jersey and of the United States. The arbitrator shall be restricted to the question of the contract interpretation presented. The arbitrator shall not have the authority to add to, modify, subtract from, or alter in any way the provisions of this Agreement or amendment or supplement thereto. In rendering his written decision, the arbitrator shall indicate in detail his findings of fact and reasons for making the award. The decision and award of the arbitrator shall be final and binding upon the parties, and upon the grieving employees. The costs of the services of the arbitrator shall be borne equally between the parties. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same. Each arbitration shall be limited to one grievance unless otherwise agreed in writing by the parties. Only the Employer or the PBA may submit a grievance to arbitration under this Article.

4. Employer Grievances. Any grievance with the Employer may have against the PBA shall be reduced to writing and submitted to the PBA. Representatives of the PBA and Employer shall meet within fourteen (14) days from the date the grievance is submitted unless the PBA and Employer agree to conduct the meeting at a later date. If the grievance is not resolved, the Employer may submit the dispute to arbitration as provided in this Article.

5. The failure of a grieving employee or the PBA to file a grievance, to appeal a grievance, or to demand arbitration within the time periods contained in this Article shall constitute an absolute waiver of the grievance and shall deprive the arbitrator of jurisdiction to hear the grievance. The failure of the Employer to answer a grievance shall be deemed a denial of the grievance on all applicable grounds.

6. The parties hereby agree that any judicial action to compel compliance with the arbitration clause of this contract, to confirm or enforce any arbitration award entered pursuant to this contract, or to vacate or modify any arbitration award entered pursuant to this contract, shall be processed in accordance with the New Jersey Arbitration Act, N.J.S.A. 2A:24-1 et seq.

7. Employees shall perform all duties as instructed even though they may feel aggrieved. During the pendency of any grievance, the employees affected by the grievance shall continue to comply with all work directives and work rules applicable to them notwithstanding that any such work directives or work rules are the subject of the pending grievance, except where compliance would pose a direct threat to the life and safety of the employees.

8. It is understood and agreed that a decision of the PBA not to exercise its right to request arbitration shall be final and binding upon all employees, and it is further understood and agreed that the PBA and its designated representatives have the authority to settle any grievance at any step.

9. Disputes involving the discipline or discharge of employees shall not be subject to the grievance and arbitration procedures contained in this Article.

10. Any time lost by a grievant in the arbitration procedure shall not be compensated by the Employer.

ARTICLE IV

SALARY

Base annual wages for Employees covered by this Agreement shall be set forth on **Schedule A and Schedule A-1.**

A. Effective June 12, 2011, all new Employees hired from that date forward will be paid in accordance with the following schedule:

Step 1A shall be known as the Academy portion of Step 1 and shall be the starting salary of all new Employees hired effective June 12, 2011 unless said Employee, at the time of hire, has already graduated from an approved Police Academy in the State of New Jersey and has obtained the training necessary to obtain a Basic Course for Police Officers' Certificate from the State of New Jersey Police Training Commission, in which event the new Employee shall start his or her employment at **Step 1B** of the Salary Guide.

All new Employees hired effective June 12, 2011 who are not already a graduate from an approved Police Academy in the State of New Jersey and a recipient of a Basic Course for Police Officers' Certificate from the State of New Jersey Police Training Commission, shall automatically move to **Step 1B** of the Salary Guide upon the successful completion of the training and graduation necessary to obtain a Basic Course for Police Officers' Certificate from the State of New Jersey Police Training Commission.

All new Employees hired effective June 12, 2011, who are already in possession of a Basic Course for Class Two Special Law Enforcement Officers' Certificate from the State of New Jersey Police Training Commission, shall automatically move to

Step 1B of the Salary Guide upon successful completion of the additional "waiver" training as may be required by the State of New Jersey Police Training Commission and graduation of the Police Academy class in which the new Employee is enrolled to obtain the necessary additional "waiver" training.

The anniversary date of all new Employees hired effective June 12, 2001, and the date upon which all yearly step increases will be calculated, shall be their date of appointment. It is intended that no Employee hired effective June 12, 2001 shall remain in **Step 1** for a collective period greater than one (1) year from their date of appointment.

B. The pay rates for Employees hired after September 15, 2011 shall be as set forth on **Schedule A-1**.

C. Sergeants, Lieutenants and Captains shall receive a ten percent (10%) differential over Senior Patrolmen and between ranks. Effective September 16, 2011, upon promotion to the rank of Sergeant, Lieutenant or Captain, there shall be an increase of 7.5% differential which after one (1) year in rank shall become the previously noted ten percent (10%) differential.

D.1. All salary payments are retroactive from the date of this Agreement and shall be paid within sixty (60) days of execution hereof.

D.2. Effective 1/1/2018, the Detective stipend rate shall be One Thousand Dollars (\$1,000.00).

D.3. Rank adjustments occurring during any calendar year will be compensated for on the first pay period subsequent to the appointment date and shall become part of the regular pay schedule from and after such date.

E.1. When a Sergeant or Lieutenant is not present on a regular shift tour, the Senior Patrolman (that Patrolman with the lowest badge number) on that tour shall receive Shift Commander Pay. The Shift Commander Pay shall be Twenty Dollars (\$20.00) for each complete tour. There shall be no Shift Commander Pay for partial tours, except where a Sergeant or Lieutenant is assigned to an overlapping tour, such as the "Boardwalk Shift", or is assigned to administrative duties.

E.2. Effective July 1, 2008, when a Sergeant or Lieutenant is not present on the regular tour, the Senior Patrol Officer (the Patrol Officer with the lowest badge number) on that tour shall receive Shift Commander Pay. The Shift Commander Pay shall be paid at the Sergeant pay rate for each complete tour. There shall be no Shift Commander Pay for partial tours, except when a Sergeant or Lieutenant is assigned to an overlapping tour, such as the "Boardwalk Shift" or assigned to administrative duties.

E.3. All bargaining unit members who complete twenty-four (24) years of creditable service shall have their respective base rate wages increased by One Thousand Seven Hundred Fifty Dollars (\$1,750.00) which amount shall continue to be applied in each year thereafter as a Senior Officer Differential.

ARTICLE V

RETENTION OF BENEFITS

Except as otherwise provided herein, all rights, privileges and benefits which the Employees have heretofore enjoyed and are presently enjoying, shall be maintained and continued by the Employer during the term of this Agreement at not less than the highest standards in effect at the commencement of these negotiations resulting in this Agreement.

The provisions of all Municipal Ordinances and Resolutions except as specifically modified herein, shall remain in full force and effect during the term of this Agreement and shall be incorporated in this Agreement as if set forth herein at length.

ARTICLE VI

LEGAL AID

The Employer will provide aid to all personnel covered by this Agreement as required by N.J.S.A. 40A:14-155.

ARTICLE VII

DISCRIMINATION OR COERCION

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the Employees represented by the PBA because of membership or activity in the PBA. The PBA or any of its agents shall not intimidate or coerce Employees into membership. Neither the Employer nor the PBA shall discriminate against any Employee because of race, creed, color, sex or national origin.

ARTICLE VIII

SAVINGS CLAUSE

In the event that any Federal or State Legislation, Governmental regulation or court decision causes 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 invalidated provisions.

ARTICLE IX

PERSONAL LEAVE

Effective January 1, 1987, all new Patrolmen shall receive personal leave on a *pro rata* basis in the first year of employment.

After the first year, all Patrolmen with less than five (5) years experience shall receive three (3) days. All Patrolmen with more than five (5) years of experience will receive four (4) days of personal leave.

All personal leave requests must be made to the Chief of Police at least three (3) days in advance. If less than three (3) days notice is given, it shall be at the discretion of the Chief as to whether such leave is granted.

Provided further, that the Chief of Police shall grant such leave only if, in the exercise of reasonable discretion, he determines that there are sufficient personnel to operate the Department.

ARTICLE X

NEGOTIATIONS PROCEDURE

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with the New Jersey Employer-Employee Relations Act in good faith effort to reach agreement on all matters concerning the terms and conditions of employment of the Borough Employees included in Article I. Such negotiations shall begin not later than September 15 of the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all Employees included in Article I be reduced to writing, be signed by authorized representatives of the Borough of Point Pleasant Beach and the members of Point Pleasant Beach PBA.

B. The Borough agrees that there shall be no change in the terms and conditions of employment covered by this Agreement, except through negotiations between the parties.

C. Whenever any representative of the PBA or any Employee is mutually scheduled by the parties to participate during the Employee's scheduled working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay or other fringe benefits.

There shall be a maximum of two (2) on duty uniformed Officers and one (1) on duty Detective at the negotiations.

ARTICLE XI

HOLIDAYS

A. The following holidays shall be recognized: New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Easter Sunday, Memorial Day, Independence Day, Labor Day, Columbus Day, General Election Day, Veteran's Day, Thanksgiving, Christmas and Martin Luther King Jr. Day.

B. The Borough shall pay to all Officers affected by the assignment two and one-half (2½) time pay for officers assigned to work on Thanksgiving and Christmas. This shall only affect Officers actually working on that calendar day. (Example - 12:00 midnight to 8:00 am, Christmas morning shall be paid in accordance)

C. Current pay practices with respect to holidays shall be continued. The monetary value of paid holidays is incorporated in and reflected in the Salary Schedules.

ARTICLE XII

VACATION

A. The vacation period shall be January 1 to December 31. Vacations may be scheduled during the months of July and August insofar as it is compatible with the workload of the Police Department. The vacation schedule shall be posted no later than February 15.

B. After an Employee has completed twelve (12) consecutive months of employment, he shall be entitled to select his vacation in accordance with the length of his employment whenever possible and practicable considering the needs of the Borough. After the first full year of employment, and regardless of whether such time occurs after the posting of the normal vacation schedule on February, an Employee shall be entitled to vacation days during the calendar year in which he shall reach each anniversary date of his employment in accordance with the following schedule.

Beginning the second year of service ten (10) working days.

Thereafter, one (1) additional day for each year of service to a maximum of thirty (30) working days.

ARTICLE XIII

PROFESSIONAL GROWTH OF POLICE

The Borough agrees to pay for tuition, fees and books for any courses taken relating to a degree in Criminal Justice. The Borough's obligation for tuition reimbursement shall not exceed the per credit amount charged by Rutgers, the State University, at the time of attendance. Members should submit a voucher for payment after successful completion of each course. For Officers presently enrolled in a program leading to a degree in criminal justice, any such payment shall not exceed Two Thousand Five Hundred Dollars (\$2,500.00) in any calendar year. For Officers who, as of September 16, 2011, are not enrolled in a program leading to a degree in Criminal Justice, any payment shall not exceed Two Thousand Five Hundred Dollars (\$2,500.00) in any calendar year.

ARTICLE XIV

BEREAVEMENT LEAVE

A. Whenever a death occurs in an Employee's immediate family, he shall suffer no loss of pay for up to four (4) days of consecutive leave provided that one (1) of those days is the day of the funeral. Immediate family shall be defined to include children, spouse, parent, brother, sister, father-in-law, mother-in-law and stepchildren.

B. When the death of a relative occurs (other than that named in paragraph A) the Employee shall suffer no loss of pay for a two (2) day leave.

C. Bereavement benefits will not be deducted from sick leave, vacation time, personal days or compensatory time off provided the Employee does not exceed the bereavement leave as noted above.

D. In the event the Employee shall travel a distance greater than three hundred (300) miles for the funeral, then he shall be entitled to one (1) additional bereavement day provided proof of said travel and attendance at the funeral is provided to the Chief of Police.

E. Bereavement time allocation shall be on a day-for-day basis regardless of the schedule to which said Officer is working.

ARTICLE XV

SICK LEAVE

A. Sick Leave for purposes herein is defined to mean absence from duty of an Employee because of personal illness by reason of which such Employee is unable to perform the usual duties of his positions.

B. All permanent Employees shall be entitled to one (1) working day sick leave with pay for each month of service from the date of regular appointment up to and including December 31 next following such date of appointment, and fifteen (15) working days sick leave with pay for each calendar year thereafter. If any such Employee requires none or only a portion of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his credit from year to year and he shall be entitled to such accumulated sick leave with pay if and when needed.

C. Whenever any Employee entitled to sick leave under the Article is absent from work as the result of injury incurred in the course of his employment, the Borough shall pay such Employee his full salary for the period of such absence up to a maximum of one (1) year without having such absence charged to the Employee's annual sick leave. Any amount of salary paid to the Employee shall be reduced by the amount of any Workmen's Compensation payments made, but not including awards made for permanent disability.

D. Any Employee absent on sick leave for a period greater than three (3) days or totaling more than ten (10) days in one (1) calendar year may be required, upon request, to furnish a certificate of a reputable physician in attendance certifying to the disability.

E. Sick leave for emergency medical, dental, eye care, professional services or when said Employee must attend a member of his immediate family due to illness or injury, may be granted with the permission of the Chief, Captain or Shift Supervisor. Sick leave to attend to a member of the Employee's immediate family (spouse or children) granted pursuant to this Section shall be limited to a maximum of three (3) days. Said leave shall be deducted from the Employee's aggregate accumulated total.

F. Substitution of Sick Days for Vacation Days. All permanent Employees of the Borough of Point Pleasant Beach, including Employees of the Police Department, who shall as of the date of the adoption of this Agreement or subsequent thereto accumulated a total of sixty (60) sick days shall be entitled to exchange any excess sick days for vacation days at the rate of two (2) days sick leave for one (1) day vacation not to exceed ten (10) vacation days in any calendar year, provided the Employee maintains a reserve of sixty (60) sick days. Each Employee exercising the provisions of this subsection shall have reduced from their total accumulated sick days the amount of days exchanged.

ARTICLE XVI

LONGEVITY

A. For the duration of this contract there shall be added to the Salary Schedule the following increments based upon the Officer's salary for services on and after completion of four (4) years of service with the Borough Police Department.

Beginning 5 through 7 Years	2% of Salary
Beginning 8 through 11 Years	4% of Salary
Beginning 12 through 15 Years	6% of Salary
Beginning 16 through 19 Years	8% of Salary
Beginning 20 through 24 Years	10% of Salary
Beginning 25 Years	12% of Salary

B. Longevity pay adjustments will be made the first pay period subsequent to the anniversary date and become part of the regular pay from that date forward.

C. The longevity payment of twelve percent (12%) in the twenty-fifth (25th) year shall be in effect as of 1/1/90.

D. The longevity schedule for Police Officers hired on or after September 22, 2011 shall be as follows:

Beginning 5 through 7 Years	1% of Salary
Beginning 8 through 11 Years	2% of Salary
Beginning 12 through 15 Years	3% of Salary
Beginning 16 through 19 Years	4% of Salary
Beginning 20 through 24 Years	5% of Salary
Beginning 25 Years	6% of Salary

ARTICLE XVII

OVERTIME

A. Overtime pay shall be computed upon the salary rate set out in Article IV with increments as appropriated from Article XVI, together with an additional fifty percent (50%). At any time an Employee is summoned for overtime duty, he shall be entitled to be paid for minimum of three (3) hours on each said call. This three (3) hour minimum will include Court time, as well as all time prior to the start of the Officer's regular shift.

B. Unit members shall have the option to accumulate compensatory time off in lieu of overtime pay. For example, if a unit member works one (1) hour of overtime, he may accumulate one and one-half (1 ½) hours of compensatory time off. The maximum accumulation at any one (1) time during the calendar year shall not exceed a total of eighty (80) hours of compensatory time off. Eighty (80) hours of compensatory time may be carried into the next succeeding year and be paid according to past practice. Payment for compensatory time shall be within thirty (30) days of a request for payment by the unit member.

The Chief of Police shall grant accumulation of compensatory time off only if, in the exercise of reasonable discretion, he determines that there are sufficient personnel to operate the Department.

C. Effective November 1st, 1991, all overtime available in the Police Department of Point Pleasant Beach shall be first offered to the regular full time officers before being assigned to special officers within the Police Department employ.

D. **Appendix A** attached, "Flex Time", is included as part of this Agreement.

ARTICLE XVIII

CLOTHING MAINTENANCE

The Borough shall pay to each Officer a cleaning allowance of Five Hundred Dollars (\$500.00) on or about October 1 of each year.

ARTICLE XIX
MEDICAL COVERAGE

A. All members of the bargaining unit shall remain in the New Jersey State Health Benefits Plan as of January 1, 2014 in accordance with the terms and conditions as set forth in the New Jersey State Health Benefits Plan. The level of Employee contribution towards the medical benefits shall be as established in Chapter 78, Public Law 2011 with a minimum contribution of not less than 1.5% of the annual salary. If the Borough sees fit to change the source of coverage then the new coverage shall be equivalent to or better than present coverage.

B. The Borough shall implement an IRS 125 Plan to permit pre-tax health care contributions.

C. If a permanent full time Employee becomes totally disabled or retires after ten (10) years of service, the Employee can remain in the Group Health Benefit Plan with full dependent coverage as long as the Employee pay the premium cost of the plan, up to a maximum of eighteen (18) months.

ARTICLE XX

RETIREMENT OR SEPARATION

A. Upon retirement or separation from employment from the Borough, Police Officers shall be entitled to receive compensation for accumulated sick leave earned while in the employ of the Borough.

B. The payments under this clause shall not exceed four (4) years. In addition, no payment to the Employee shall be less than Three Thousand Dollars (\$3,000.00) in any one (1) year.

C. The first payment shall be made within thirty (30) days after retirement or separation and all subsequent payments shall be made during the month of January.

D. The maximum payment for accumulated sick leave, which shall be paid to any member of the unit, as defined under the unit's recognition clause, shall be Twenty Thousand Dollars (\$20,000.00).

E. This sum of money shall be equal to one-half ($\frac{1}{2}$) of all earned and unused sick days credited to said Employee from the date of employment to the date of leaving such employment, multiplied by the regular *per diem* salary of said Employee which shall be in effect on the date of the termination of employment.

F. Effective January 1, 1992, any Officer represented by this unit who has completed twenty-five (25) years of service shall remain within the Borough's Medical Plan at husband and wife coverage at no expense to the Employee upon retirement from the employ of Point Pleasant Beach Borough. This benefit shall only apply to Officers in the Borough's employ as of January 1, 1992.

G. All Officers hired after January 1, 1992 who have completed twenty-five (25) years of service shall, upon retirement, receive health insurance at husband and wife coverage pursuant to N.J.S.A. 52:14-1732i. If it is determined that such Employees are not eligible for such retiree health benefits pursuant to N.J.S.A. 52:14-17.32i, the Borough shall provide health insurance under the Horizon Blue Cross/Blue

Shield PPO. The retired Officer will be responsible for twenty percent (20%) of the cost of the annual premium for the Horizon Blue Cross/Blue Shield PPO.

H. The PBA and the Borough of Point Pleasant Beach have taken into account the actual and potential cost of the implementation of retiree health benefits during the term of this Agreement as well as the potential payroll savings resulting from the replacement of Senior Officers with entry level of lower level Officers. Future contract negotiations and settlements should likewise take into account the impact of the above factors.

ARTICLE XXI
PBA TIME OFF

A. The PBA President and Delegate, or an Officer designated by the PBA President, shall be eligible for release time to attend to Association business. An annual bank of one hundred twenty (120) hours of release time shall be established to be shared by the PBA President and Delegate. The Chief of Police, in the exercise of reasonable discretion, shall grant such release time if adequate notice is provided and the granting of such release time will not affect operational needs nor will it cause overtime costs.

B. Effective July 1, 2008, an additional sixty (60) hours of leave time for the Delegate to use for meetings that require his attendance as Vice-President of the PBA. This additional sixty (60) hours of leave time will continue during the period that the Delegate serves as Vice-President of the State PBA and will cease upon the end of his term as Vice-President. This shall be prorated in 2008 at thirty (30) additional hours.

ARTICLE XXII
PERSONNEL FILES

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

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

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

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

Written reprimands shall be removed from an Employee's Personnel File and destroyed after a period of six (6) months where there has been no further discipline for said six (6) month period.

ARTICLE XXIII
DISCIPLINARY NOTICE

The PBA shall be provided with the final result of any and all disciplinary actions involving PBA members.

ARTICLE XXIV

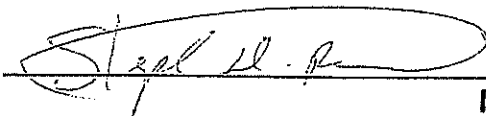
DURATION

This Agreement shall be in effect from January 1, 2018 through December 31, 2020 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no later than September 15th of the calendar year in which the Agreement expires of the desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto caused same to be executed by its respective Officers and/or agents on this 15 day of August, 2018.

BOROUGH OF POINT PLEASANT BEACH

N.J. STATE PBA LOCAL NO. 106



Mayor



PBA President

SCHEDULE A

ANNUAL BASE WAGE

	Effective 01/01/2018	Effective 01/01/2019	Effective 01/01/2020
STEP 1A	\$46,508	\$47,438	\$48,387
STEP 1B	\$57,152	\$58,295	\$59,461
STEP 2	\$61,871	\$63,109	\$64,371
STEP 3	\$70,053	\$71,454	\$72,883
STEP 4	\$79,657	\$81,250	\$82,875
STEP 5	\$87,042	\$88,783	\$90,558
STEP 6	\$96,343	\$98,270	\$100,235
STEP 7	\$105,653	\$107,766	\$109,921

SCHEDULE A-1

ANNUAL BASE WAGE

(Employees Hired After 09/16/2011)

	Effective 01/01/2018	Effective 01/01/2019	Effective 01/01/2020
STEP 1	\$46,508	\$47,438	\$48,387
STEP 2	\$57,272	\$58,417	\$59,586
STEP 3	\$63,319	\$64,585	\$65,877
STEP 4	\$69,367	\$70,754	\$72,170
STEP 5	\$75,414	\$76,922	\$78,460
STEP 6	\$81,462	\$83,092	\$84,753
STEP 7	\$87,510	\$89,260	\$91,045
STEP 8	\$93,557	\$95,429	\$97,337
STEP 9	\$99,605	\$101,160	\$103,629
STEP 10	\$105,653	\$107,766	\$109,921

APPENDIX A

FLEX-TIME

In the event of the continuation of the twelve (12) hour shift schedule, the terms of the flex time memo shall apply:

With the schedule change for regular Officers, assigned to patrol duties, to a twelve (12) hour shift there is the need to compensate Officers back for scheduled time worked in excess of two thousand eighty (2,080) hours per year. Under the verbal agreement between PBA 106 members and the Police Administration Officers will get "Flex Time" in lieu of the extra hours scheduled and worked.

The twelve (12) hour shift requires shift schedules for Officers to be set at two thousand one hundred eighty-four (2,184) hours of on duty time per year. The members of PBA 106 are aware of this and have agreed verbally to the following use of "Flex Time", as a condition of this schedule change to the twelve (12) hour shifts.

- Flex time is an hour-for-hour reimbursement for the additional scheduled hours.
- Each Patrol Officer shall receive a "Flex Time" bank of one hundred four (104) hours for the calendar year.
- Each Detective, who works a nine (9) hour scheduled shift, shall receive five (5) hours per week in Flex time, (two hundred sixty (260) hours per year).
- Flex time cannot be converted to cash and has no monetary value.
- Flex time must be used by the end of the calendar year and cannot be carried over into the next year.
- Flex time can be used by Officers at the discretion of the Shift OIC

and Police Administration.

- Flex time cannot be used if the shift will fall short on manpower.
- Flex time cannot be used in any instance that will create overtime.
- Officers using Flex time, previously approved by their OIC, shall contact the PD dispatch desk one (1) hour prior to the start of the shift to make sure that their use of Flex time does not leave the shift short or create overtime.
- If the Officer's use of Flex time somehow creates overtime that Officer will be charged for their use of time as Comp time at a rate equivalent to the overtime created, (time and a half).
- Additional Flex time may be awarded to Officers, at the discretion of the Police Administration, in lieu of time spent for non-mandatory training that would enhance the operations of the Department by providing additional information to Officers upon their request to participate in that training.
- A Flex Time Log, (Spread sheet), shall be maintained and posted by the Police Administration to aid Officers in tracking their time usage. It is the sole responsibility of each Officer to make sure they use their time wisely.