

AGREEMENT

BETWEEN

BOROUGH OF LAVALLETTE

And

**POLICEMEN'S BENEVOLENT ASSOCIATION
LOCAL NO. 372
LAVALLETTE POLICE**

JANUARY 1, 2021 – DECEMBER 31, 2023

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AGREEMENT

BY AND BETWEEN: THE BOROUGH OF LAVALLETTE

A Municipality in the County of Ocean, State of New Jersey, hereinafter called the "Employer."

AND: NEW JERSEY POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL NO. 372, LAVALLETTE POLICE DEPARTMENT, hereinafter called the "P.B.A." or "Association, as Bargaining Agent and on behalf of the members of the Lavallette Police Department, Borough of Lavallette, County of Ocean, State of New Jersey, hereinafter referred to as the "Employee".

WITNESSETH:

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the Employer and its Employees and to establish a basic understanding relative to rates of pay, hours of work and other conditions of employment consistent with the law and established practices not modified by this Agreement.

NOW, THEREFORE, in consideration of these promises and mutual covenants herein contained, the parties hereto do agree with each other with respect to the employees of the employer recognized a being represented by the Association, as follows:

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

Section 1. The Employer recognizes P.B.A. Local #372 as the sole and exclusive representative of all the Employees of the bargaining unit as defined in Article I, Section 2 herein for the purposes of collective bargaining and all activities and processes relevant hereto.

Section 2. The bargaining unit shall consist of all of the regular full-time police officers, including sergeants of the Police Department of the Borough of Lavallette now employed or hereinafter employed, except for superior officers of the rank of Lieutenant and higher. Full-time police officers shall not include police officers who are within the probationary period.

Section 3. This Agreement shall govern all wages, hours and other conditions of employment herein set forth.

Section 4. This Agreement shall be binding upon the parties hereto.

ARTICLE II

COLLECTIVE BARGAINING PROCEDURE

Section 1. Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Mayor of the Borough of Lavallette or his designees, and the President of the P.B.A. or his designees shall be the respective bargaining agents for the parties in collective negotiations.

Section 2. Collective bargaining meetings shall be held at a time and place mutually convenient at the request of either party.

ARTICLE III

CONDUCTING ASSOCIATION BUSINESS

Section 1. The Employer shall permit one (1) member of the P.B.A. Grievance Committee to conduct the business of the Committee, which consists of conferring with the employees and management on specific grievances in accordance with the Grievance Procedure set forth herein during duty hours without the loss of pay, providing the conduct of said business shall not diminish the effectiveness of the police department or require the recall of off-duty police officers to bring the department to its proper effectiveness.

Section 2. The Employer shall permit two (2) members of the P.B.A. Negotiating Committee to attend collective bargaining meetings during the duty hours of the members so long as department operations are not affected nor the creation of overtime or the recall of off-duty police officer(s) is required. However, when practicable, the negotiation sessions will be set during off-duty hours.

Section 3. The Employer agrees to grant the necessary time off without loss of pay to one (1) member of the Association selected as a Delegate to attend any State or National Conventions of the New Jersey Policemen's Benevolent Association as provided under New Jersey Statute.

ARTICLE IV

MANAGEMENT RIGHTS

Section 1. The Borough of Lavallette 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 the United States, including but not limited to, the following rights, subject to the requirements of N.J.S.A. 34:13A-1, et seq.:

- a. The executive management and administrative control of the Borough Government and its properties and facilities in the activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible.
- b. The right of management to establish such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the police department. Proposed new or amended rules or regulations governing working conditions, when the changes affect a negotiable item under the law, shall be presented to the P.B.A. for comment no less than fourteen (14) calendar days before they are established. Where the P.B.A. offers its commentary on such proposed new or amended rules or regulations governing work conditions in writing, a written response shall be provided to the P.B.A. within fourteen (14) calendar days of receipt of such written comments.
- c. To hire all employees, to promote, transfer, assign or retain employees in positions within the Borough to any responsibilities or shifts which accord with each employee's position, experience and skills.
- d. To suspend, demote, discharge or taken any other appropriate disciplinary action against any employee for just cause according to law. Any such action shall be subject to the grievance procedure established by this Agreement.
- e. To layoff employees in the event of bona fide lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive and therefore interfering with the effect of management of the police department in accordance with Civil Service Commission regulations.

Section 2. The management rights described in Section 1 above, including but not limited to, those enumerated in subsections a through e of Section 1, shall be limited only where such limitations are set forth in specific and expressed terms within this Agreement, and then only to the extent of such specific and expressed terms are in conformance with the Constitution and law of the State of New Jersey and the United States of America.

ARTICLE V

DISCRIMINATION AND COERCION

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the employees represented by the P.B.A. because of membership or activity in the P.B.A. The P.B.A. shall not intimidate nor coerce employees into membership. Neither the Employer nor the P.B.A. shall discriminate against any employee because of race, creed, color, national origin, sex, religion or political affiliation.

ARTICLE VI

SICK LEAVE

Section 1. All permanent full-time employees covered by this Agreement shall be entitled to paid sick leave, credited at the beginning of each calendar year in anticipation of continued employment.

Section 2. All permanent full-time employees covered by this Agreement shall be granted sick leave with pay as follows:

- a. First (1st) year permanent employees shall be granted eight (8) hours of paid sick leave per month until the end of the calendar year in which the permanent appointment was made.
- b. Upon completion of the first (1st) year and for every year thereafter, all employees shall be granted one hundred twenty (120) hours of paid sick leave.
- c. Sick leave shall be accumulative from year to year. Should a police officer resign or be discharged for cause, he shall not receive any accumulated sick leave or payment thereof.

Section 3. (a) Upon retirement from the Police Department with twenty-five (25) years or more of pensionable service or upon retirement, pursuant to an ordinary or accidental disability retirement, and the employee was hired on or before May 21, 2010, an employee shall receive payment for up to thirty (30) days (240 hours) of accumulated sick leave at the employee's rate of pay as of said retirement.

(b) Upon retirement from the Police Department with twenty-five (25) years or more of pensionable service or upon retirement, pursuant to an ordinary or accidental disability retirement, and the employee was hired between May 22, 2010 and December 31, 2021, an employee shall receive payment for up to thirty (30) days (240 hours) of accumulated sick leave at the employee's rate of pay as of said retirement, not to exceed Fifteen Thousand (\$15,000.00) Dollars.

(c) Any employee who is hired on or after January 1, 2022 and who retires with twenty-five (25) years or more of pensionable service with the Borough or upon retirement, pursuant to an ordinary or accidental disability retirement (all pensionable service time with the Borough) shall receive up to thirty (30) days (240 hours) of accumulated sick leave at the employee's rate of pay as of said retirement, not to exceed Ten Thousand (\$10,000.00) Dollars.

Section 4. All permanent full-time employees hired on or before May 21, 2010 shall be entitled to sell back all or any portion of their unused sick time earned during the calendar year, provided that any sick days taken during the year shall be deemed to be taken against the sick days earned during that calendar year. If any employee chooses to sell back sick time, the Chief of

Police or Public Safety Director, whichever is applicable, shall notify the Chief Financial Officer by November 1st of that year and payment shall be made by the first (1st) pay in December. The employee must notify the Chief of Police or Public Safety Director, whichever is applicable, in writing. If any sick days are used after the reopening date, those days will be charged against the bank. Employees must maintain a minimum bank of thirty (30) accumulated sick days prior to entering the sick day buyback program.

ARTICLE VII

HOURS OF WORK & OVERTIME

Section 1. A. The time period covered by this Agreement shall be divided into work cycles consisting of twenty-eight (28) consecutive calendar days. During each work cycle, all employees of the unit shall work tours of duty which, in the aggregate, total one hundred and sixty (160) hours. Unless the shift schedule is modified by the Chief of Police or Public Safety Director as applicable due to emergent needs or as reasonably necessary in light of efficiency or other needs of the Department, all employees will work a twelve (12) hour per day shift.

B. The work year for all employees shall consist of two thousand eighty (2,080) hours. Each employee whose planned work schedule results in the employee working in excess of the two thousand eighty (2,080) hours shall receive compensatory time at the rate of an hour for the hour for the excess of time scheduled. On January 1st of each year of this Agreement, officers will be credited with one hundred eight (108) hours of compensatory time to be used as additional time off from work to account for the additional hours worked or anticipated to be worked for the twelve (12) hour schedule. These hours are being provided to the employee in January in anticipation of the employee's continued employment for the entire calendar year. These extra hours off from work will be referred to as "Murphy Time." "Murphy Time" must be used in the calendar year in which it was earned and may not be carried over unless by mutual consent of the parties. Should an employee be absent from work due to a work related injury or illness, or a non-work related injury or illness, or suspended from employment without working an entire calendar year, said officer will have their "Murphy Time" bank reduced at the rate of four and one-half (4.5) hours for every fourteen (14) day period that the officer does not report to work for either injury, illness and/or suspension. Should an employee cease employment with the Borough for any reason, any remaining "Murphy Time" shall be forfeited.

C. Overtime will be paid for any time worked in excess of an employee's normal workday and/or for any work on a scheduled day off. The Public Safety Director or Chief of Police, whichever is applicable, must authorize all overtime. Overtime shall be paid at the rate of time and one half (1-1/2). An officer shall be entitled to overtime pay for any hours over twelve (12) hours worked in a single work shift, and/or any hours over one hundred and sixty (160) hours worked in a single work cycle.

D. A sample of such schedule is attached to this Agreement solely for purposes of illustration and clarification. The parties specifically and expressly acknowledge that this sample

schedule shall in no way limit managerial prerogatives regarding scheduling as provided by applicable law.

Section 1. Overtime duty shall be defined as an employee physically reporting for duty, when not scheduled to work, perform police duties. This shall cover the actual time traveling to Police Headquarters or other location requested to report to, as well as any location of training or special assignment (with prior approval of the Chief of Police).

Section 2. At any time an employee is summoned to overtime duty other than as a direct extension of a normal tour of duty, said employee shall be paid for a minimum of three (3) hours at the overtime rate.

Section 3. From September 15th through May 15th of each year, all overtime which shall become available shall first be offered to the regular full-time officers in the Borough employ. In the event that the regular officers decline the overtime, the Borough shall either assign the overtime to a regular full-time officer or assign a special officer to perform the overtime.

Section 4. Overtime shall be offered as either paid overtime or compensatory time. In either case, the amount of pay or compensatory time shall be calculated at the overtime rate.

Section 5. An employee on any type of leave shall not be offered overtime for shift coverage unless no other employee is willing to provide said coverage.

Section 6. During December of each calendar year, the Borough may elect, with the employee's approval, to pay the employee for any unused compensation time. Any compensation time left at the end of each year may be carried over to the next year to the extent permissible under any State or Federal law.

Section 7. No bargaining unit member shall be paid overtime or compensatory time for any reason while on any form of unpaid or administrative leave, sick leave, suspension (paid or unpaid), or workers' compensation leave.

Section 8. No bargaining unit employee shall work more than sixteen (16) continuous hours in any twenty-four (24) hour period/cycle, except in an emergency when authorized by the Police Chief.

ARTICLE VIII

HOLIDAYS

Section 1. The following shall be recognized as Holidays:

New Year's Day

Labor Day

Martin Luther King Day

Columbus Day

Lincoln's Birthday

Veteran's Day

Washington's Birthday

Election Day

Good Friday

Thanksgiving Day

July 4th (Independence Day)

Day after Thanksgiving

Memorial Day

Christmas Day

Section 2. All listed holidays shall be added to yearly vacation time and for all purposes shall be treated as vacation time.

ARTICLE IX

BEREAVEMENT LEAVE

Section 1. Each employee shall be granted three (3) days leave with pay upon the death of a member of his immediate family. Said days shall not be charged against sick leave or vacation leave.

Section 2. Immediate family for the purposes of this Article shall include spouse, mother, father, sister, brother, children, mother-in-law, father-in-law, grandparents, and any immediate member of the household.

Section 3. Two (2) additional bereavement days with pay shall be granted if the funeral or burial service takes place outside the State of New Jersey.

ARTICLE X

CLOTHING AND CLOTHING MAINTENANCE ALLOWANCE

Section 1. A clothing allowance of Five Hundred Fifty (\$550.00) Dollars and a clothing maintenance allowance of Four Hundred Fifty (\$450.00) Dollars shall be paid to each employee for the purchase, replacement, repair, maintenance and cleaning of uniforms. Said allowances shall be made in two (2) equal payments and shall be paid on January 15th and June 1st of each year of the Agreement.

Section 2. The amounts set forth in Section 1 shall be less all applicable deductions. This deduction shall not apply to the replacement of clothing that was damaged which occurred in the course of duty and paid for directly by the Borough.

Section 3. In calendar years 2022 and 2023, the clothing allowance shall increase to Six Hundred (\$600.00) Dollars; the maintenance allowance shall remain the same at Four Hundred Fifty (\$450.00) Dollars.

Section 4. Any approved equipment or uniforms damaged or destroyed in the line of duty, not due to the employee's deliberate or negligent actions, are to be replaced at no cost to the employee; however, the right of reimbursement without cost shall be determined by the Chief of Police. The Chief of Police has approved, attached as Addendum 2, a list of equipment and uniforms that shall be replaced in the event that an item of equipment or uniform is damaged in the line of duty.

Section 5. Personal items damaged or destroyed in the line of duty shall be replaced at no cost to the employee so long as it is not due to the employee's deliberate or negligent actions. For the purposes of this Article, personal items shall be limited to the items listed below and replacement cost shall not exceed the limit listed below.

Prescription eye glasses/contacts	\$200.00
Non-prescription sunglasses	\$100.00
Wrist Watch	\$100.00
Cell Phones	\$100.00

ARTICLE XI

BULLETIN BOARD

Section 1. Employees shall have the right to maintain a bulletin board in police headquarters at their own expense. Said bulletin board shall be placed in a central location within headquarters with one (1) member of the P.B.A. responsible for its maintenance. The P.B.A. shall be restricted from posting any derogatory statements on said bulletin board. All materials posted on said bulletin board shall either be on the Union letterhead and signed by the P.B.A. President or his designee.

Section 2. All notices shall be enclosed in a locked case with a glass front.

ARTICLE XII

EDUCATION

Section 1. A. The Employer agrees to compensate employees One Hundred Fifteen (\$115.00) Dollars per credit for criminal justice courses upon submitting proof to the employer of the successful completion of said courses. Said payment is a one-time payment and there shall not be a cumulative right to compensation by virtue of the fact that the course has been passed. In order for courses to be eligible for compensation, such course(s) must be pre-approved by the Chief of Police in writing.

B. For budgetary purposes, the employee must submit a letter of intent to the Chief of Police and Chief Financial Officer by December 31 of the preceding year, containing the anticipated amount of compensation and the name of the accredited educational institution they will be attending. Such letter shall not be binding on the employee if there is any course availability or requirement changes, but the employee shall notify the Chief of Police and CFO as soon as they become aware of the changes. Furthermore, such notification does not mandate the Borough to pay for said course if there are not sufficient funds in the Borough budget.

Section 2. The compensation for the education credits must be applied for during the year in which the credits are earned.

Section 3. The provisions of Section 1 and Section 2 above shall not apply to any employee hired by the Borough on or after January 1, 2015.

ARTICLE XIII

GRIEVANCE PROCEDURE

Section 1. A grievance within the meaning of this Agreement shall be limited to any controversy or dispute arising between the parties hereto relating to any matter of wages or any dispute between parties involving interpretation or application of any provisions of this Agreement.

Section 2. The procedural steps for considering and resolving grievances are as follows:

Step 1. An aggrieved employee shall present his grievance to the Chief of Police within five (5) calendar days of knowledge of its occurrence or such grievance shall be deemed waived.

Step 2. The Chairman of the Grievance Committee or its duly constituted and designated representative shall present and discuss the grievance or grievances orally with the Chief of Police or his duly designated representative and the Chief of Police shall answer the grievance orally within forty-eight (48) hours as determined by the normal business hours of the Borough Clerk's Office.

Step 3. If the employee is not satisfied with the results of Step 2, then such member of the Employee Grievance Committee or the individual employee, provided that a member of the Employee Grievance Committee is in attendance, shall present the grievance to the Employer Police Committee in writing on a form supplied by the Borough. In the event the grievance is not satisfactorily adjusted within five (5) business days, both parties will sign a Grievance Record Form and present the grievance as provided in Step 4 hereof. For the purpose of this step, business day shall be defined as a day in which the Borough Clerk's Office is normally opened.

Step 4. The PBA Grievance Committee with the Mayor and Council of the Borough of Lavallette shall meet within seven (7) business days from the filing of the signed Grievance Record Form with the Clerk and the decision of the Mayor and Council shall be served on the grievant within seven (7) business days of the meeting. For the purpose of this step, business day shall be defined as a day in which the Borough Clerk's Office is normally opened.

Step 5. If the grievance is not satisfactorily adjusted as above provided, and the P.B.A. finds the grievance to be meritorious, the grievance shall, within twenty-five (25) calendar days of the decision of the Mayor and Council as set forth in Step 4 above, be presented to the New Jersey State Public Employment Relations Commission by the P.B.A. for the appointment of an arbitrator in accordance with P.E.R.C.'s rules. Only contractual grievances can be filed for arbitration. Both the Employer and the Employee agree to split the cost of the arbitrator. Each party is responsible for the cost of their own representation. The arbitrator's powers shall be limited to only one (1) issue. It is understood that the arbitrator's decision shall be binding on the parties, subject to applicable law.

Step 6. Failure to answer within the prescribed period(s) above shall be deemed a denial by that party designated to make that decision.

ARTICLE XIV

INSURANCE

Section 1. The Employer shall provide false arrest insurance for all employees within the course of employment.

Section 2. A. The Employer shall provide to all employees covered by this Agreement and their eligible family members an insurance plan in accordance with the "State Health Benefit Program" as administered by the Division of Pensions and Benefits, Department of Treasury, State of New Jersey. For the term of this Agreement, employees who elect to receive health insurance shall be required to contribute towards the premium cost of the health insurance plan that they elect in accordance with the chart affixed to this Agreement as Exhibit A. During the duration of this Agreement and until a subsequent agreement is entered into, the employees' contributions towards the cost of health care shall be frozen at the Tier 3 percentage (%) rate as reflected in Exhibit A attached hereto. The Employer agrees to maintain the State Health Benefit Plan.

B. All bargaining unit members hired on or after January 1, 2021 will be covered by the Horizon Direct 15 Plan. If the bargaining unit member wishes to be covered by the Horizon Direct 10 Plan, the member shall pay the premium difference between the Horizon Direct 15 Plan and the Horizon Direct 10 Plan, effective January 1, 2022.

Section 3. The Employer shall maintain a full force and effect Worker's Compensation Insurance for all members or employees of the Police Department.

Section 4. The Employer shall provide automobile liability insurance for all vehicles of the Police Department and shall keep same in effect at all times.

Section 5. The Employer shall provide, at its expense, life insurance as now provided under the Fort Dearborn Life Insurance Company or an equivalent insurance program offered by a carrier selected by the Employer.

Section 6. The Employer shall provide a prescription drug plan to the employee and their eligible family members. The prescription plan shall be provided by Horizon Blue Cross Blue Shield of New Jersey, or an equal or better insurance program offered by a carrier, such as the State Health Benefit Program, selected by the Employer. The prescription co-payments shall be not more than \$5.00 (generic) and \$20.00 (name brand) currently in effect.

Section 7. The Employer shall provide a dental plan to the employees and their families. The dental plan shall be provided by Horizon Blue Cross Blue Shield of New Jersey or an equivalent insurance program offered by a carrier selected by the Employer.

ARTICLE XV
SALARY SCHEDULE

Section 1. For employees hired prior to January 1, 2011, their salary schedule shall be as follows:

<u>Patrolman</u>	<u>1/1/2021</u>	<u>1/1/2022</u>	<u>1/1/2023</u>
6th year annual base rate of Patrolman	\$108,384	\$111,527	\$114,761
<u>Sergeant</u>	<u>1/1/2021</u>	<u>1/1/2022</u>	<u>1/1/2023</u>
6th year base rate of Sergeant	\$119,219	\$122,676	\$126,234

Section 2. For employees hired on or after January 1, 2011 but prior to December 31, 2017, their salary schedule shall be as follows:

<u>Patrolman</u>	<u>1/1/2021</u>	<u>1/1/2022</u>	<u>1/1/2023</u>
1st year 45% of base patrolman	\$47,886	\$49,274	\$50,703
2nd year 50% of base patrolman	\$53,207	\$54,749	\$56,337
3rd year 55% of base patrolman	\$58,527	\$60,225	\$61,971
4th year 60% of base patrolman	\$63,848	\$65,700	\$67,605
5th year 65% of base patrolman	\$69,168	\$71,174	\$73,238
6th year 70% of base patrolman	\$74,488	\$76,648	\$78,871
7th year 75% of base patrolman	\$79,810	\$82,125	\$84,506
8th year 80% of base patrolman	\$85,130	\$87,599	\$90,139
9th year 85% of base patrolman	\$90,452	\$93,075	\$95,774
10th year 90% of base patrolman	\$96,225	\$99,015	\$101,887
11th year 95% of base patrolman	\$101,092	\$104,024	\$107,040

12th year 100% of base patrolman	\$106,413	\$109,499	\$112,674
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<u>Sergeant</u>	<u>1/1/2021</u>	<u>1/1/2022</u>	<u>1/1/2023</u>
3rd year 91% of base sergeant	\$106,517	\$109,606	\$112,784
4th year 94% of base sergeant	\$110,028	\$113,219	\$116,502
5th year 97% of base sergeant	\$113,540	\$116,833	\$120,221
6th year base rate of sergeant	\$117,051	\$120,445	\$123,938

Section 3. For employees hired subsequent to December 31, 2017, their salary schedule shall be as follows:

<u>Patrolman</u>	<u>1/1/2021</u>	<u>1/1/2022</u>	<u>1/1/2023</u>
1st year 40% of base patrolman	\$39,412	\$40,555	\$41,731
2nd year 45% of base patrolman	\$44,339	\$45,624	\$46,948
3rd year 50% of base patrolman	\$49,265	\$50,694	\$52,164
4th year 55% of base patrolman	\$54,192	\$55,764	\$57,381
5th year 60% of base patrolman	\$59,119	\$60,834	\$62,598
6th year 65% of base patrolman	\$64,044	\$65,901	\$67,812
7th year 70% of base patrolman	\$68,971	\$70,971	\$73,029
8th year 75% of base patrolman	\$73,898	\$76,041	\$78,246
9th year 80% of base patrolman	\$78,824	\$81,110	\$83,463
10th year 85% of base patrolman	\$83,751	\$86,180	\$88,679
11th year 90% of base patrolman	\$89,097	\$91,681	\$94,340
12th year 95% of base patrolman	\$93,604	\$96,319	\$99,112
13th year 100% of base patrolman	\$98,531	\$101,388	\$104,329

<u>Sergeant</u>			
3rd year 91% of base sergeant	\$106,516	\$109,604	\$112,784
4th year 94% of base sergeant	\$110,027	\$113,217	\$116,502
5th year 97% of base sergeant	\$113,539	\$116,831	\$120,221
6th year base rate of sergeant	\$117,050	\$120,444	\$123,938

Section 4. Salary payments based on Section 2 above shall be retroactive to January 1, 2021 and January 1, 2022 so long as the bargaining unit members are on the Borough's active payroll as of the signing date of this collective bargaining agreement by both Parties. Employees hired on or after January 1, 2011 but prior to December 31, 2017 shall receive their step increases upon the anniversary of their full time hire date. The incremental step increases shall be designated as January 1st of each contract year rather than the officer's full-time hire date, as was the case heretofore. It is the intent of the Parties to make January 1st as the designated date for salary step increases during the term of this Agreement and future agreements. The Parties expressly agree that the increment movement on the salary guide shall continue after the expiration of this Agreement. Retroactive pay will not apply to extra duty work for outside entities, which also applies those employees in Section 1 above.

Section 5. Salary payments for Section 3 above shall be retroactive to January 1, 2021 and January 1, 2022 so long as the bargaining unit members are on the Borough's active payroll

as of the signing date of this collective bargaining agreement by both Parties. Employees hired subsequent to December 31, 2017 shall have their incremental step increases designated as January 1st for each employee hired after December 31, 2017, rather than the member's full-time hire date, as was the case heretofore. Retroactive pay will not apply to extra duty work for outside entities.

ARTICLE XVI

LONGEVITY

Effective January 1, 2018, the provisions of this Article shall no longer be in effect.

ARTICLE XVII

COFFEE AREA

The Employer shall maintain within Police Headquarters an adequate area to provide for a coffee station as well as the equipment to provide the same.

ARTICLE XVIII

EMPLOYEE CERTIFICATIONS

All employees shall be required to maintain current C.P.R. and First Aid Certifications and will attend courses during their work hours for the purposes of maintaining certifications. If an employee fails to satisfactorily complete the course, such employee will take such course again and complete satisfactorily on the employee's own time.

ARTICLE XIX

CHANGES IN TERMS AND CONDITIONS FOR EMPLOYMENT

Section 1. The Employer agrees to negotiate any changes which it proposes to make to the terms and conditions of employment with representatives of the P.B.A.

Section 2. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement shall continue to be so applicable during the terms of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any Employee's benefits existing prior to its effective date.

ARTICLE XX

SAVINGS CLAUSE

In the event that any Federal or State legislation, government regulation or court decision causes invalidation of any Article or Section of this Agreement, all other Articles or Sections shall not be so invalidated and shall remain in full force and effect.

ARTICLE XXI

INJURY LEAVE

Section 1. Any Employee who is injured during the course of employment shall be granted a leave of absence with pay for such injury for a period not to exceed one (1) year, provided that an examining physician appointed by the Employer certifies such injury pursuant to N.J.S.A. 40A:14-137. This injury leave shall be separate and distinct from the annual leave or accumulated sick leave as provided for in this Agreement.

Section 2. Any Employee who is injured, ill, or disabled for any cause shall be granted a leave of absence with pay for a period not to exceed one (1) year, provided that an examining physician appointed by the Employer certifies the injury, illness or disability pursuant to N.J.S.A. 40A:14-137.

The entitlement to this leave of absence with pay shall occur only after the Employee exhausts all accumulated sick leave. Further, there shall be no entitlement to this leave of absence with pay if the injury, illness or disability results or is sustained during the course of outside employment.

Section 3. While on either of such leave above, the bargaining unit member shall be subject to examination at any time by a Borough designated physician. If such examination reveals the ability of the employee to return to work, that employee shall return to work. If the examination reveals employee is unable to return to work on a permanent basis, the employee's employment with the Borough shall cease.

ARTICLE XXII

PAYMENT OF HEALTH INSURANCE PREMIUMS UPON RETIREMENT

Section 1. The parties agree that officers retiring after twenty-five (25) years of service to the Borough of Lavallette, and their eligible dependents, will receive a continuation of paid medical benefits through the New Jersey State Health Benefits Plan. The medical benefits and the extent of coverage will be the same as contained in the resolution adopted by the Borough Council

of the Borough of Lavallette on November 1, 1974, pursuant to the provision of Chapter 88, Public Laws of 1974. The retirees, past, present and future shall be governed by the rules and regulations established by the New Jersey State Health Benefit Plan. Any bargaining unit member who retires and who did not have twenty (20) years of pensionable service, as of June 28, 2011, shall be subject to the provisions of P.L. 2011, Ch. 78 upon retirement.

Section 2. Upon retirement, the Employer shall provide a one-time Three Hundred (\$300) Dollar reimbursement for eye care related expenses.

ARTICLE XXIII

VACATION LEAVE

All full-time employees shall be entitled to annual paid vacation leave, credited at the beginning of each calendar year in anticipation of continued employment, based on their years of continuous full-time and part-time service.

Section 1. New employees shall only receive one (1) working day of vacation for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month and one-half (1/2) working day of vacation if they begin on the 9th through the 23rd day of the month.

Section 2. Vacation leave will be granted to all full-time employees on the following basis:

- a. For an employee with no more than twelve (12) months of employment, eight (8) hours for each calendar month employed.
- b. For an employee who has served one (1) year and one (1) day up to a total of four (4) years, ninety-six (96) hours per year.
- c. For an employee who has served four (4) years and one (1) day up to a total of eleven (11) years, one hundred twenty (120) hours per year.
- d. For an employee who has served eleven (11) years and one (1) day up to a total of nineteen (19) years, one hundred fifty-two (152) hours per year.
- e. For an employee who has served nineteen (19) years and one (1) day or more, two hundred (200) hours per year.

Section 3. An increase in vacation leave shall be granted at the beginning of the calendar year in which the years of service requirement will be met.

Section 4. Vacation leave credits shall not accrue after an employee has resigned or retired although his or her name is being retained on the payroll until exhaustion of vacation or other compensatory leave.

Section 5. Continuous service, for the purposes of this section, shall mean employment for the same jurisdiction without actual interruption due to resignation, retirement or removal.

- a. An employee who has been appointed from a special re-employment list shall be credited with any continuous service prior to the layoff in addition to continuous service subsequent to re-employment.
- b. Periods of employment before and after a suspension or leave without pay shall be considered continuous service. However, the period of time on a suspension or leave without pay, except for military leave, shall not be included in calculating years of continuous service.

Section 6. Upon the death of an employee, unused vacation leave shall be paid to the employee's estate.

ARTICLE XXIV

POLICEMEN'S BILL OF RIGHTS

Section 1. Members of the Police Department hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police powers of the Municipality.

The wide-ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the Police Department. These questions may require investigations by Superior Officers. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted.

- a) The interrogation of a member of the Police Department shall be at a reasonable hour, within the light of all circumstances involved, preferably when the member of the Police Department is on duty;
- b) The member of the Police Department shall be informed of the nature of the investigation before any interrogation commences. If the informant or complainant is anonymous, then the officer shall be so advised; sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the Police Department is being interrogated as a witness only, he should be so informed at the initial contact;

- c) The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.
- d) The interrogation of the member shall not be recorded unless the member agrees and is advised of the charges;
- e) The member of the Police Department shall not be subject to any offensive language nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions. Nothing herein shall be construed as to prevent the investigating officer from informing the member of the possible consequences of his acts;
- f) If a member of the Police Department is under arrest or likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given the rights pursuant to the current decision of the United States Supreme Court;
- g) If a member, as a result of an investigation, is being charged with a violation of the rules and regulations or is about to be charged, he shall be offered an opportunity to consult with counsel and/or a P.B.A. representative before any further interrogation. In addition, he shall be offered the opportunity to have counsel and/or a P.B.A. representative present during interrogation; and
- h) Nothing in this section shall alter, amend or change any provisions of the Internal Affairs policies and procedures established by the Attorney General of New Jersey (Police Management Model Policy – Chapter 5).

Section 2. An Employee may see his personnel file upon request. If an Employee wishes to answer or supplement any material found in his personnel file, he may do so and his written statement shall become part of the personnel file.

Section 3. An Employee's home telephone number and address shall not be disclosed to any person who is not a member of the Lavallette Police Department.

ARTICLE XXV

WORK SHIFT/WORK SCHEDULE SELECTION

Section 1. Officers shall have the opportunity to request specific time period and/or work shift/work schedules on a seniority basis as follows:

- a. The officer with the most seniority, as seniority is defined in the Borough of Lavallette Police Department Rules and Regulations, also known as the Lavallette Police Department Police Manual, Section 2:4-2, and as prescribed by Resolution adopted by the Mayor and Council of the Borough of Lavallette,

dated August 2, 1985, shall have the right to select his preferred shift from those appropriate to his rank and to submit this selection to the Chief of Police or Public Safety Director if applicable.

- b. The officer ranked next in seniority shall then have the right to select his preferred shift from those remaining shifts which are appropriate to his rank and submit said request to the Chief of Police or Public Safety Director, as applicable.
- c. This process shall continue in a seniority basis until all shifts have been selected, and those selections approved by the Chief of Police or Public Safety Director, as applicable.
- d. Said selections shall be made annually prior the first (1st) of the year and shall, as practicable, remain in effect for the next calendar year.
- e. Except in case of emergency, the Chief of Police or Public Safety Director, as applicable, shall provide all officers with fourteen (14) days' notice prior to the institution of a change of specific time period and/or work schedules.
- f. In the event that an officer is assigned to a particular shift on the schedule after the selection process has occurred, then a new shift selection process will immediately take place to allow the replaced officer an opportunity to select a different shift based on the procedure as outlined above.

Section 2. Officers of equal rank desiring to change shift selections may request approval for the change of such shift selection from the Chief of Police or Public Safety Director, as applicable, at any time upon the submission of a written request signed by both officers to the Chief of Police or Public Safety Director, as applicable. The written request for the change in shift selection, if approved, by the Chief of Police or Public Safety Director, as applicable, shall be effectuated within forty-eight (48) hours of receipt of such written notification of such approval.

Section 3. Should the work shift format and place at the time of the annual shift selections be changed in any way or for any reason, a new shift selection process, as outlined in Section 1 above, shall, where practicable, occur prior to the implementation of said change.

ARTICLE XXVI

SHIFT COMMAND DIFFERENTIAL

Senior Patrolmen working in the capacity of Shift Commander shall be paid an additional five percent (5%) of his hourly rate for all time worked in that capacity provided, however, that

this payment is due and payable only upon the completion of three (3) consecutive hours of work as a Shift Commander.

ARTICLE XXVII

COMPLETENESS OF AGREEMENT

This Agreement constitutes the entire collective bargaining agreement between the parties and settles for the term of this Agreement all matters which were, or might have been, raised in all collective bargaining negotiations leading to the signing of this Agreement.

ARTICLE XXVIII

DURATION

Section 1. This Agreement shall be effective as of January 1, 2021 and shall remain in effect until December 31, 2023.

Section 2. In the absence of written notice given at least thirty (30) days prior to the expiration of this Agreement by either party to the other of intent to terminate this Agreement shall be automatically renewed for a period of one (1) year, and from year to year thereafter until such time as thirty (30) days' notice is given prior to the annual expiration date.

Section 3. In the event that such notice is given, negotiations shall begin not less than fifteen (15) days prior to the expiration date.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 31ST day of August 2022.

ATTEST:

Borough of Lavallette

By: Donnelly Amico
Donnelly Amico, RMC, Municipal Clerk

Anita Zalom
Anita Zalom, Council President

Dated: 8/31/2022

Dated: 8/31/2022

New Jersey Policeman's Benevolent
Association Local 372
Lavallette Police Department

By: ROS
Ryan Greenholy
Dated: 8/31/2022

[Signature]
Dated: 8/31/2022

EXHIBIT A

**HEALTH BENEFITS PREMIUM CONTRIBUTION RATES FOR
SINGLE COVERAGE**

Salary Range	Contribution Rate Towards Premium
Less than 20,000	3.38%
20,000-24,999.99	4.13%
25,000-29,999.99	5.63%
30,000-34,999.99	7.50%
35,000-39,999.99	8.25%
40,000-44,999.99	9.00%
45,000-49,999.99	10.50%
50,000-54,999.99	15.00%
55,000-59,999.99	17.25%
60,000-64,999.99	20.25%
65,000-69,999.99	21.75%
70,000-74,999.99	24.00%
75,000-79,999.99	24.75%
80,000-94,999.99	25.50%
95,000 and over	26.25%

**HEALTH BENEFITS PREMIUM CONTRIBUTION RATES FOR
FAMILY COVERAGE**

Salary Range	Contribution Rate Towards Premium
Less than 25,000	2.25%
25,000-29,999.99	3.00%
30,000-34,999.99	3.75%
35,000-39,999.99	4.50%
40,000-44,999.99	5.25%
45,000-49,999.99	6.75%
50,000-54,999.99	9.00%
55,000-59,999.99	10.50%
60,000-64,999.99	12.75%
65,000-69,999.99	14.25%
70,000-74,999.99	16.50%
75,000-79,999.99	17.25%
80,000-84,999.99	18.00%

85,000-89,999.99	19.50%
90,000-94,999.99	21.00%
95,000-99,999.99	21.75%
100,000-1009,999.99	24.00%
110,000 and over	26.25%

**HEALTH BENEFITS PREMIUM CONTRIBUTION RATES FOR
PARENT/CHILD COVERAGE**

Salary Range	Contribution Rate Towards Premium
Less than 25,000	2.63%
25,000-29,999.99	3.38%
30,000-34,999.99	4.50%
35,000-39,999.99	5.25%
40,000-44,999.99	6.00%
45,000-49,999.99	7.50%
50,000-54,999.99	11.25%
55,000-59,999.99	12.75%
60,000-64,999.99	15.75%
65,000-69,999.99	17.25%
70,000-74,999.99	19.50%
75,000-79,999.99	20.25%
80,000-84,999.99	21.00%
85,000-99,999.99	22.50%
100,000 and over	26.25%

Addendum 1