

AGREEMENT

Between

BOROUGH OF PINE BEACH

And

**NEW JERSEY STATE
POLICEMEN'S BENEVOLENT ASSOCIATION
LOCAL NO. 253**

January 1, 2013 through December 31, 2016

FINAL AGREEMENT- _____

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PRINCIPLES

THIS AGREEMENT, is made this _____ day of _____, 20____, between the **BOROUGH OF PINE BEACH**, hereinafter referred to as "the Borough" and the **NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 253 (Pine Beach)**, hereinafter referred to as "the PBA."

- A. This Agreement is negotiated in order to establish the terms and conditions of employment of all members of the Pine Beach Police Department, as classified in **ARTICLE I** of this Agreement.

- B. The Borough and the PBA recognize the importance of orderly, just and expeditious resolution of disputes that may arise out of the interpretation, misinterpretation or implementation of this Agreement, or any policies or regulations of the Borough. Both the Borough and the PBA agree upon the grievance procedure in this Agreement for dealing with any disputes.

- C. The Borough and the PBA agree to accept the provisions of this Agreement as commitments and will cooperatively support and seek to fulfill them in good faith.

ARTICLE I
RECOGNITION

A. Definition of Bargaining Unit

The Borough recognizes the P.B.A. Local 253 (Pine Beach) as the sole and exclusive bargaining representative for all permanent full-time police officers below the rank of Chief, for the purposes of representation and collective bargaining with regards to matters pertaining to wages, hours, conditions of employment and any other provisions in this Agreement.

B. Definition of Employee

Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement, shall refer to all employees represented by the P.B.A. in the bargaining unit as above defined and references to male employees shall include female employees.

ARTICLE II
NEGOTIATION OF SUCCESSOR AGREEMENT

A. Policy Changes

Consistent with Chapter 123, P.L. of N.J. 1975, the Borough will not affect any changes in policy concerning terms and conditions of employment, except those that are negotiated and included as part of this Agreement,

B. The Borough agrees to initiate negotiations with the P.B.A. over a successor agreement, no later than 120 days prior to the expiration of the current Agreement. Any successor agreement will apply to all members of the Police Department, listed in Article I, Section A., and will be reduced in writing and signed by representatives of the Borough and the P.B.A.

C. Negotiations will commence within fifteen (15) days of receipt by the Borough of a proposal to negotiate from the P.B.A., unless otherwise agreed upon by the Borough and the P.B.A.. During negotiations, either the Borough or the P.B.A. may use the services of outside consultants or lay representatives at any time to assist in negotiations.

D. If members of the P.B.A. bargaining unit are required to participate in conferences or negotiation meetings during their working hours, they will suffer no loss in pay. In the event this situation does occur, arrangements for Police coverage during the conference or negotiations meetings, will be made by the party on duty. This provision shall not apply to meetings set and conducted by the bargaining unit for planning or discussion without concurrent participation by the Borough.

E. Modification

This Agreement shall not be modified in whole or in part unless agreed upon by both

the Borough and the P.B.A. Any modification will be in writing and signed by both parties.

- F. Unless specified in writing, nothing in this Agreement shall be interpreted or applied to eliminate, reduce, or retract from an employee, any benefit that existed prior to its effective date.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim by an employee or the P.B.A. based upon the interpretation, application or violation of this Agreement, policies or administrative decisions affecting a Patrolman or a group of Patrolmen.
2. The "aggrieved person" is the person, persons, or the P.B.A. on whose behalf the claim is made.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise, affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure,

C. Procedure

1. **Time Limits:** The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified, may however be extended by mutual agreement. In computing any period of time called for in this Article, the day of the act or event from which the period begins to run is not to be included. The last day of this period is to be included, unless it is a Saturday, Sunday or a legal holiday in which event the period runs until the end of the next day which is neither a

Saturday, Sunday nor legal holiday. In computing a time of less than seven (7) days, Saturday, Sunday and legal holidays shall be excluded.

2. Thirty (30) days from the date of occurrence shall be the time limit to institute a grievance.
3. **Level One:** A member with a grievance shall first discuss it with his immediate supervisor, either directly or through the P.B.A's designated representative, with the objective of resolving the matter informally.
4. **Level Two:** If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) days after the representation of the grievance, he may file the grievance in writing with the P.B.A within five (5) days after the decision at Level One or ten (10) days after the grievance was presented, whichever is sooner. Within five (5) days after receiving the written grievance, the P.B.A. shall refer it to the Borough Personnel Committee.
5. **Level Three:**
 - (A) If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) days after the grievance was delivered to the Borough, he may within five (5) days after a decision by the Borough or fifteen (15) days after the grievance was delivered to the Borough, whichever is sooner, request in writing that the P.B.A. submit its grievance to arbitration. If the P.B.A. determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) days after receipt of a request by the aggrieved person.

(b) Within ten (10) days after such written notice of submission to arbitration, the Borough and the P.B.A. shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are within the specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission (PERC) by either party. The parties shall then be bound by the rules and procedures of PERC in the selection of an arbitrator.

(c) The arbitrator so selected shall confer with representatives of the Borough and the P.B.A., hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is a violation of the terms of this Agreement. The arbitrator can add nothing to, subtract from, nor modify the terms of the Agreement between the parties. The decision of the arbitrator shall be submitted to the Borough and the P.B.A. and shall be final and binding on both parties.

(D) In the event that arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator selected in accordance with the provisions of Section C.5 (B) of this Article.

(E) The cost for services of the arbitrator, including per diem expenses, if any and actual and necessary travel, sustenance expenses and the cost of a hearing room shall be borne equally by the Borough and the P.B.A.. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Employee and P.B.A. to Representation

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative(s) selected or approved by the P.B.A. When an employee is not represented by the P.B.A., the P.B.A. shall have the right to be present and to state its view at all stages of the grievance procedure.

E. Reprisals

No reprisals of any kind shall be taken by the Borough or by any member of the administration against any party in interest, any representative, any member of the Association or other Association, or any other participant in the grievance procedure by reason of such participation.

F. Miscellaneous

1. Group Grievance

If, in the judgment of the P.B.A., a grievance affects a group or class of Patrolman, the P.B.A. may submit such grievance in writing to the Chief of Police and the Borough and the processing of such grievance shall be commenced at Level Two. The P.B.A. may process such a grievance through all levels of the grievance procedure, even though the aggrieved person does not wish to do so.

ARTICLE IV

EMPLOYEE RIGHTS AND PRIVILEGES

- A. Pursuant to Chapter 123, Public Laws 1975, the Borough agrees that every employee shall have the right freely to organize, join and support the P.B.A. and its affiliates, for the purpose of collective negotiations or any of its other activities.
- B. Nothing in this Agreement shall be construed to deny or restrict any rights any employee may have under New Jersey law or any other applicable law. The rights granted to employees in this Agreement will be considered to be in addition to those provided elsewhere.
- C. No employee will be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such action taken by the Borough or any of its agents or representatives will not be made public and shall be subject to the grievance procedure as provided for in this Agreement. Any suspension and/or dismissal of any employee shall be in accordance with N.J.S.A. Title 40A.
- D. All reprimands will be removed from an employee's personnel file after one (1) year provided that there has been no subsequent reprimand during that one (1) year period.

ARTICLE V
ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Borough agrees to provide the P.B.A. with any and all documents or information that is available to the public or the P.B.A. as required by law for the purpose of processing any grievance or complaint received by the P.B.A. The Borough will also provide any and all documents that pertain to the budgets and finances of the Borough as provided for by law and public information for the purpose of negotiating Agreements. The duties of the Borough in this regard are to respond to requests made by the P.B.A. for the production of the documentation referenced above.
- B The Borough will provide necessary time off with pay to a duly authorized representative of the P.B.A. to attend the State and National conventions of the Patrolman's Benevolent Association, as provided in N.J.S.A. 40A:14-177. The parties understand no more than one (1) officer of the P.B.A. from the Borough of Pine Beach will be provided with this time off with pay for each such convention.

ARTICLE VI
WORK YEAR/WORK WEEK/WORK SCHEDULE

A. Work Year

1. The work year for employees shall be from January 1 to December 31.

B. Work Week

1. The work week for employees will be five (5) consecutive days, each consisting of a eight (8) hour shift, with the following two (2) days off. Any change must be agreed upon by the employee

C. Daily Work Schedule

1. The work schedule for employees will be posted no later than seventy-two (72) hours prior to implementation.
2. The employee's shift will be eight (8) hours per day, including a thirty (30) minute meal period. All employees scheduled to work shall be advised of a regular starting and quitting time. Any involuntary change shall be subject to Article III of this Agreement.
3. A clean up period of fifteen (15) minutes will be granted prior to the end of the of the work shift.

ARTICLE VII

OVERTIME

A. Overtime

1. Overtime will be paid at the rate of time and one half the employee's regular hourly rate of pay for all time worked, including training in excess of forty (40) hours in any work week. For the purpose of determining overtime, the following shall count as regular work days:
 - (A) **Holidays**
 - (B) **Paid Sick Days**
 - (C) **Paid Vacation Days**
 - (D) **Other Approved Paid Leaves**
2. Overtime shall be offered to all regular members of the Department first, by order of seniority on a rotating basis.

B. Compensatory Time

1. Employees may, at their option, elect to receive compensatory time off in lieu of overtime compensation. Compensatory time shall be computed in the same manner as overtime compensation; that is, one and one half hours of compensatory time for each hour worked.

ARTICLE VII CONT.

OVERTIME

2. An employee shall notify the Chief of the appropriate Borough official in charge of Police time records no later than forty-eight (48) hours after the overtime is worked that he/she is electing to receive compensatory time in lieu of overtime compensation. In the absence of such notice, the employee will receive overtime compensation pursuant to normal payroll procedure.

- 3 The scheduling of compensatory time off shall be subject to the approval of the Chief, based upon the needs of the Department. Such approval shall not be unreasonably withheld.

- 4, Any unused compensatory time remaining as of December 31 or not scheduled to be utilized by December 31 of each calendar year shall be paid to the Officer as overtime in the last paycheck of that calendar year.

ARTICLE VIII
CALL BACK/COURT TIME

A. Call Back

Any employee called to return to work outside his/her regularly scheduled shift shall be paid a minimum of time and one half per hour and shall be paid a minimum of three (3) hours.

B. Court Time

Officers will be paid a minimum of three (3) hours overtime when Court appearances are required on what is normally his/her off duty hours.

ARTICLE IX
VACATION

A. Eligibility

1. Vacation eligibility will be determined in accordance to guidelines established by department S.O.P.'s. Vacation requests will not be unreasonably denied, if submitted at least seventy-two (72) hours prior to the requested time off. Officers will not be required to submit a minimum number of days off and will not be required to take time off in block days.
2. Vacation requests will be considered on a seniority basis, if submitted before March 31st. Vacation requests submitted after March 31st will be approved on a date and time submitted basis.

B. Vacation Schedule

1. During the first year of employment, an employee will receive one (1) day's vacation for each completed month of service.
2. All other employees shall receive vacation January 1 of each year as follows:

2 to 4 Years of Service 12 Days
5 to 9 Years of Service 15 Days
10 to 14 Years of Service 20 Days
15 to 19 Years of Service 25 Days
20 Years of Service 26 Day

For each additional year over twenty (20), one (1) additional day will be added per year.

Article IX
VACATION Cont'd

3. All earned vacation time must be used no later than two (2) years from the date of accumulation. Any vacation not utilized by the employee shall be waived, unless the employee was unable to use the time due to being unreasonably denied by the Employer.

4. **Non retirement termination or leave:**

It is understood that all annual leave is credited as of January 1 of each calendar year. In the event that an officer leaves employment with the borough other than for retirement, to include disability retirement all leave from the current year will be prorated over a 12 month period. This proration shall not apply to any time previously earned and banked by the employee.

ARTICLE X
HOLIDAY PAY

- A. The holidays listed below in this Agreement will be considered paid holidays and will be payable on November 30 of each year.
- B. If any employee is scheduled to work on any of the listed holidays, he/she will be compensated at the rate of time and one half his/her hourly rate of pay for the time worked.
- C. The following days will be recognized as **Holidays**:

New Year's Day

Veteran's Day

Lincoln's Birthday

Thanksgiving Day

Washington's Birthday

Christmas Day

Good Friday

Martin Luther King Day

Easter Sunday

New Year's Eve

Memorial Day

Election Day

Independence Day

Labor Day

Columbus Day

ARTICLE XI

SICK LEAVE

A. Sick Time

1. Every officer shall receive credit for fifteen (15) sick days per year
2. Officers may use their sick days for family illness. Family illness is defined as domestic partner , wife or child/s sick.

B. Retirement or Separation

1. Accumulated sick days will be paid to the employee on a fifty/fifty (50/50) basis at the employee's rate of pay at the time of separation or retirement from the Borough. Payments will be made by Borough check.
2. At the employee's discretion, payment at the current rate of pay shall be given by the Borough to the employee on a fifty/fifty (50/50) basis for any sick days accumulated by the employee. The employee must accumulate fifteen (15) sick days before selling any back.
3. At the employee's discretion, sick time accumulated up to the time of retirement may be converted into vacation time and used for early retirement on a one (1) for one (1) basis.
4. The amount of accumulated sick time shall be capped at 110 days.

ARTICLE XI CONT.

5. It is agreed that if any employee leaves employment with the Borough other than for the reason of retirement that any leave which is accumulated within that calendar year shall be prorated by dividing the number of said days by 12. This shall only be applicable to the leave earned and credited within that calendar year and will not include any saved accumulated leave from prior years, which shall be payable under any applicable terms elsewhere in this agreement.

ARTICLE XII
LEAVES OF ABSENCE

A. Bereavement

1. Upon notification to the Chief of Police, an employee shall be granted five (5) days leave with pay for a death in the immediate family.
2. "Immediate family" shall be defined as mother, father, grandparent, brother, sister, spouse and children of either spouse.
3. For family not listed in Section A1., the employee shall make his/her individual request to the Chief of Police. Pursuant to Section A.1., of this Article, the Chief shall then make a recommendation to the Borough for leave regarding other relatives.
4. Up to five (5) additional days may be granted subject to the approval of the Chief.

B. Personal Leave

1. Each Officer will be given three (3) days of personal leave per year for personal reasons or religious observation.

ARTICLE XIII

EXTENDED LEAVES

The Borough will grant compensation up to one (1) year to any officer who due to illness or injury sustained on the job or job related is prevented from working.

ARTICLE XIV

UNIFORMS

- A.** Each Officer shall receive an annual allowance of **\$1700.00** to be used for purchases/ replacement of uniforms and for uniform cleaning. Said allowance shall be paid by the Borough to each officer by April 30th of each calendar year.
- B.** Every new Officer will be issued an amount necessary to equip him/her in proper uniform as per Department rules and regulations
- C.** Uniforms damaged during and while performing normal police duty, other than normal wear, shall be replaced by the Borough upon receipt of damaged uniform or equipment and approval of the Chief of Police.
- D.** The Borough shall supply all weapon maintenance for all weapons issued by the Department or required to be used by the employee for his/her work at no cost to the employee.
- E.** The Borough shall replace one (1) bullet proof vest per year.

ARTICLE XV

SALARY

A. Employees shall receive annual salaries according to the following steps:

| | |
|---------------------------|---|
| Academy Step _____ | Effective for officers hired without Basic Police Officer Certificate |
| Step One _____ | Starting First Year or upon successful completion of Academy |
| Step Two _____ | Starting Second Year |
| Step Three _____ | Starting Third Year |
| Step Four _____ | Starting Fourth Year |
| Step Five _____ | Starting Fifth Year |
| Step Six _____ | Starting Sixth Year |
| Step Seven _____ | Starting Seventh Year |
| Step Eight _____ | Starting Eighth Year |
| Step Nine _____ | Starting Ninth Year |
| Step Ten _____ | Starting Tenth Year |
| Step Eleven _____ | Starting Eleventh Year |
| Step Twelve _____ | Starting Twelfth Year |

B. Employees shall receive annual salaries as follows:

| | Effective | Effective | Effective | Effective |
|----------------|-------------------|-------------------|-------------------|-------------------|
| | <u>01/01/2013</u> | <u>01/01/2014</u> | <u>01/01/2015</u> | <u>01/01/2016</u> |
| <u>Academy</u> | \$27,000 | \$27,000 | \$27,000 | \$27,000 |
| <u>Step 1</u> | \$35,000 | \$35,000 | \$35,000 | \$35,000 |
| <u>Step 2</u> | \$38,832 | \$38,832 | \$38,832 | \$38,832 |
| <u>Step 3</u> | \$42,664 | \$42,664 | \$42,644 | \$42,664 |
| <u>Step 4</u> | \$46,496 | \$46,496 | \$46,496 | \$46,496 |
| <u>Step 5</u> | \$50,328 | \$50,328 | \$50,328 | \$50,328 |
| <u>Step 6</u> | \$55,674 | \$56,787 | \$57,922 | \$59,081 |
| <u>Step 7</u> | \$59,612 | \$60,804 | \$62,021 | \$63,261 |
| <u>Step 8</u> | \$63,552 | \$64,823 | \$66,120 | \$67,442 |
| <u>Step 9</u> | \$67,491 | \$68,841 | \$70,217 | \$71,621 |
| <u>Step 10</u> | \$71,603 | \$73,036 | \$74,496 | \$75,986 |
| <u>Step 11</u> | \$75,370 | \$76,877 | \$78,415 | \$79,983 |
| <u>Step 12</u> | \$79,307 | \$80,892 | \$82,510 | \$84,160 |

ARTICLE XV CONT.

SALARY

Sergeant Salary: Effective January 1, 2013, shall receive **\$7,000.00** above the Step 12 patrolman's salary.

Detective Position: Effective January 1, 2013 the position of detective shall receive **\$500.00** above the step the patrolman is currently

at. This position is optional and will be appointed upon the recommendation of the chief and approval of the Mayor/Council.

NOTE:

Ptl. R. Riden will go from step 6 of the 2012 agreement to **step 10** due to the salary adjustment of the new 2013 agreement

Det. J. York will go to **step 12** of the 2013 agreement salary guide.

Ptl. N. Balista will go to **step 12** of the 2013 agreement salary guide.

Sgt. K. Brown will go to **step 12** of the 2013 agreement salary guide

ARTICLE XVI

HEALTH BENEFITS

- A. The Borough shall provide to the employee and eligible dependents, Blue Cross/Blue Shield, Rider J and Major Medical coverage at the present series in effect, with premiums being paid by the Borough. All employees will pay through payroll deduction, the required percentage of contribution as indicated in appendix A of this article, which shall satisfy the requirements under existing state law. It is understood that as per state law that contribution amount will be based off of the percentage of the actual cost of benefits to coincide with the salary scale in the attached appendix A. . It is understood that current state law regarding appendix (A) sunsets in year 2015, prior to reaching maximum contribution levels. For the year 2016 and until and unless other terms are negotiated the health benefits contribution shall remain at the levels set in the year 2015. This amount may not be changed without negotiation. The Borough with notice to the employees, may substitute different coverage which is equivalent to the existing plan, but any change must be approved by the employees.

Appendix A – Health Benefit Contribution Schedules (1 of 3)

1. The following three tables are used to determine the percent of the health benefit cost an employee contributes towards during the phase-in period. The tables cover single, employee “plus” (children, spouse, or partner), and family coverage.
2. Use the table that reflects the type of coverage chosen by the employee; then find the employee’s base salary within the given ranges. The percent of cost of the health care benefit is the percentage based on the implementation year.
3. Regardless, the employee’s contribution is the higher of 1.5% of base salary or the amount of health care costs based on the table calculation.

SINGLE COVERAGE

| Salary Range | 2013 | 2014 | 2015 |
|------------------|-------|--------|--------|
| less than 20,000 | 1.13% | 2.25% | 3.38% |
| 20,000-24,999.99 | 1.38% | 2.75% | 4.13% |
| 25,000-29,999.99 | 1.88% | 3.75% | 5.63% |
| 30,000-34,999.99 | 2.50% | 5.00% | 7.50% |
| 35,000-39,999.99 | 2.75% | 5.50% | 8.25% |
| 40,000-44,999.99 | 3.00% | 6.00% | 9.00% |
| 45,000-49,999.99 | 3.50% | 7.00% | 10.50% |
| 50,000-54,999.99 | 5.00% | 10.00% | 15.00% |
| 55,000-59,999.99 | 5.75% | 11.50% | 17.25% |
| 60,000-64,999.99 | 6.75% | 13.50% | 20.25% |
| 65,000-69,999.99 | 7.25% | 14.50% | 21.75% |
| 70,000-74,999.99 | 8.00% | 16.00% | 24.00% |
| 75,000-79,999.99 | 8.25% | 16.50% | 24.75% |
| 80,000-94,999.99 | 8.50% | 17.00% | 25.50% |
| 95,000 and over | 8.75% | 17.50% | 26.25% |

Appendix A – Health Benefit Contribution Schedules (2 of 3)

FAMILY COVERAGE

| Salary Range | 2013 | 2014 | 2015 |
|--------------------|-------|--------|--------|
| less than 25,000 | 0.75% | 1.50% | 2.25% |
| 25,000-29,999.99 | 1.00% | 2.00% | 3.00% |
| 30,000-34,999.99 | 1.25% | 2.50% | 3.75% |
| 35,000-39,999.99 | 1.50% | 3.00% | 4.50% |
| 40,000-44,999.99 | 1.75% | 3.50% | 5.25% |
| 45,000-49,999.99 | 2.25% | 4.50% | 6.75% |
| 50,000-54,999.99 | 3.00% | 6.00% | 9.00% |
| 55,000-59,999.99 | 3.50% | 7.00% | 10.50% |
| 60,000-64,999.99 | 4.25% | 8.50% | 12.75% |
| 65,000-69,999.99 | 4.75% | 9.50% | 14.25% |
| 70,000-74,999.99 | 5.50% | 11.00% | 16.50% |
| 75,000-79,999.99 | 5.75% | 11.50% | 17.25% |
| 80,000-84,999.99 | 6.00% | 12.00% | 18.00% |
| 85,000-89,999.99 | 6.50% | 13.00% | 19.50% |
| 90,000-94,999.99 | 7.00% | 14.00% | 21.00% |
| 95,000-99,999.99 | 7.25% | 14.50% | 21.75% |
| 100,000-109,999.99 | 8.00% | 16.00% | 24.00% |
| 110,000 and over | 8.75% | 17.50% | 26.25% |

Appendix A – Health Benefit Contribution Schedules (3 of 3)

MEMBER/SPOUSE/PARTNER OR PARENT/CHILDREN COVERAGE

| Salary Range | 2013 | 2014 | 2015 |
|------------------|-------|--------|--------|
| less than 25,000 | 0.88% | 1.75% | 2.63% |
| 25,000-29,999.99 | 1.13% | 2.25% | 3.38% |
| 30,000-34,999.99 | 1.50% | 3.00% | 4.50% |
| 35,000-39,999.99 | 1.75% | 3.50% | 5.25% |
| 40,000-44,999.99 | 2.00% | 4.00% | 6.00% |
| 45,000-49,999.99 | 2.50% | 5.00% | 7.50% |
| 50,000-54,999.99 | 3.75% | 7.50% | 11.25% |
| 55,000-59,999.99 | 4.25% | 8.50% | 12.75% |
| 60,000-64,999.99 | 5.25% | 10.50% | 15.75% |
| 65,000-69,999.99 | 5.75% | 11.50% | 17.25% |
| 70,000-74,999.99 | 6.50% | 13.00% | 19.50% |
| 75,000-79,999.99 | 6.75% | 13.50% | 20.25% |
| 80,000-84,999.99 | 7.00% | 14.00% | 21.00% |
| 85,000-99,999.99 | 7.50% | 15.00% | 22.50% |
| 100,000 and over | 8.75% | 17.50% | 26.25% |

B. **Dental Plan**

The Borough shall provide at no cost to the employees and their spouse, a dental coverage plan. The Borough may, with notice to the employees, substitute different coverage which is equivalent to the existing plan, but any change must be approved by the employees.

C. **Disability Plan**

The Borough agrees to provide a disability plan (State Disability or its equivalent) to all employees, with the cost of the plan to be split 50/50 between the Borough and the employee.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

- A. Any individual contract between the Borough and any individual employee executed before or after the Agreement shall be subject to and consistent with the terms and conditions of this Agreement.
- B. All benefits and practices that were in effect prior to the time of this Agreement shall continue to be in effect for its duration unless specifically changed by this Agreement.
- C. In the event any provision of this Agreement is ruled upon by any Court of competent jurisdiction or any public agency vested with jurisdiction to rule upon and found to be illegal, that provision will be discontinued. All other provisions of the Agreement shall remain in full force and effect. In the event a provision is found to be illegal, the Borough agrees to sit down and negotiate a legal replacement for the illegal provision only, as no other provision may be affected.
- D. The employer shall provide false arrest insurance covering the employee at no cost to the employee.

ARTICLE XVIII

DURATION

A. The provisions of this Agreement will be a binding obligation to both parties for its duration. In the event that a successor Agreement is not reached by the expiration of the current Agreement, all provisions of the current Agreement will continue in full force and effect until a successor Agreement is placed in writing and signed by both parties. Any provision, policy, rules or regulations of the Borough or the P.B.A that is in conflict with any provision of this Agreement will be superseded and replaced by this Agreement. Any changes to pre-existing policy, rules or regulations will not be retroactive unless so stated. This Agreement may be amended only in writing by mutual consent of both parties.

B. This Agreement shall be effective as of January 1, 2013 and shall continue until December 31, 2016 subject to the P.B.A.'s right to negotiate for a successor Agreement.

In witness whereof, the parties have caused this Agreement to be signed by their respective

Representatives:

ATTEST:

Borough of Pine Beach

By: _____
Lawrence W. Cuneo, Mayor

By: _____
Charlene Carney, Borough Clerk

Beachwood Pine Beach PBA Local 253

ATTEST:

By: _____
Sean Langan, President PBA 253

By: _____
Det. Jason C. York, Pine Beach Police Dept.