

**CITY OF BEVERLY  
BURLINGTON COUNTY**

**RESOLUTION 2024-49**

**RESOLUTION AUTHORIZING EXECUTION OF  
AGREEMENT WITH THE BEVERLY POLICE ASSOCIATION  
CONSISTENT WITH THE APPROVED MEMORANDUM OF AGREEMENT**

**WHEREAS**, the City of Beverly (“City”) and the Beverly Police Association (“Association”) have entered into a Memorandum of Agreement, previously authorized by Resolution 2024-34; and

**WHEREAS**, the Common Council desires to enter into a contract with the Beverly Police Association in accordance with the approved Memorandum of Agreement.

**NOW, THEREFORE BE IT RESOLVED** that the Common Council of the City of Beverly, County of Burlington, and State of New Jersey, hereby authorizes the execution of a contract with the Association in accordance with the approved Memorandum of Agreement.

**BE IT FURTHER RESOLVED** that the Mayor or his designee is hereby authorized to sign said contract to effectuate same.

<b>ROLL CALL VOTE</b>						
<b>Council Member</b>	<b>Motion</b>	<b>Second</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Absent</b>
Dale		X	X			
Lowden						X
Snively	X		X			
Williams			X			
Bancroft			X			

**CERTIFICATION**

I, Caitlin A. D’Alfonso, RMC, CMR, Municipal Clerk of the City of Beverly, County of Burlington, State of New Jersey, do hereby certify this to be a true copy of a Resolution adopted by the Common Council of the City of Beverly, at its Regular Meeting of March 12, 2024.

  
Caitlin A. D’Alfonso, RMC, CMR  
Municipal Clerk

**AGREEMENT**  
**between the**  
**CITY OF BEVERLY**  
**and the**  
**BEVERLY POLICE ASSOCIATION**

**January 1, 2022**  
**through**  
**December 31, 2026**

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	Preamble.....	3
I.	Recognition.....	3
II.	Holidays.....	4
III.	Personal Days.....	4
IV.	Vacation.....	5
V.	Sick Leave and Bereavement Leave.....	6
VI.	Hours of Work and Overtime.....	7
VII.	Discrimination.....	10
VIII.	Wages.....	10
IX.	Detectives.....	13
X.	Seniority.....	14
XI.	Grievance Procedures.....	14
XII.	Management Rights.....	16
XIII.	Maintenance of Standards.....	17
XIV.	Uniforms.....	18
XV.	Military Leave.....	18
XVI.	Continuing Education.....	18
XVII.	Health Plan.....	19
XVIII.	Miscellaneous Provisions and Clauses.....	20
XIX.	Notice.....	23
XX.	Separability.....	23
XXI.	Fully Bargained Provisions.....	24
XXII.	Duration.....	24
	Attachment "A"/ Police Department Provided Equipment	

**PREAMBLE**

This Agreement, entered into this 12<sup>th</sup> day of MARCH, 2024, between the **City of Beverly**, Burlington County, New Jersey (hereinafter called the “City”) and the **Beverly Police Officers’ Association** (hereinafter referred to as the “Association”).

**WHEREAS**, the City and the Association recognize and declare that providing quality police services is essential to the efficiency of the City and the health, safety, and welfare of its citizens; and

**WHEREAS**, the City has an obligation to negotiate with the Association as the representative of the police of Beverly City; and

**WHEREAS**, the parties have reached certain understandings and desire to confirm this Agreement as follows:

## **ARTICLE I**

### **RECOGNITION**

The City recognizes that the Beverly Police Officers’ Association, an affiliate of Fraternal Order of Police Lodge No. 2, is the exclusive and sole representative of the Police Officers, Sergeants, Lieutenants, and Captains of the Beverly Police Department for collective negotiations concerning the terms and conditions of employment. This recognition, however, shall not be interpreted as having the effect of abrogating the rights of employees as under the laws of 1968, c. 303 as amended.

The City of Beverly and the Beverly Police Officers’ Association are and shall remain in compliance with the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1, et seq. as amended through P.L. 2003, c. 126, effective July 10, 2003.

## **ARTICLE II**

**HOLIDAYS**

A. All full-time employees shall be entitled to the following paid holidays:

- |                 |                  |               |
|-----------------|------------------|---------------|
| New Year's Day  | Independence Day |               |
| President's Day | Labor Day        |               |
| Good Friday     | Columbus Day     |               |
| Easter Sunday   | Veteran's Day    |               |
| Memorial Day    | Thanksgiving Day |               |
| Juneteenth      | Christmas Eve    | Christmas Day |

B. Holiday compensation is computed at a member's straight time rate and is part of the base annual compensation with all applicable deductions.

C. All full-time employees scheduled off on a holiday and called in on an emergency, or to work, shall be paid at a rate of time and one-half.

**ARTICLE III**

**PERSONAL DAYS**

A. All full-time police officers shall receive five (5) personal days, with pay, per calendar year. Any personal days not used during the calendar year will be forfeited without any carry-over or other compensation.

B. Any police officer wishing to take a personal day must advise the Public Safety Director, or his designee, at least two (2) calendar days in advance of the requested time off. An exception to this policy is in the case of an emergency at which time the Director or his designee may authorize the time without the prior notification and approval of the Director.

C. Where a personal day has been scheduled in the month of December, but must be cancelled due to the needs of the Department, the Public Safety Director **shall** allow that personal day to be carried forward into the following year, provided that it shall be used no later than March 31<sup>st</sup> of the following year.

D. When a full-time police officer, who is using a personal day, fails to return a call from the Director of Public Safety on that personal day, it shall not constitute grounds for disciplinary action.

#### **ARTICLE IV**

#### **VACATION**

A. For purposes of this Article, a vacation day shall constitute 12 hours.

B. Vacation with pay shall be taken as follows:

1. All covered employees hired after the execution date of this Agreement shall receive one (1) day of vacation for each month of service up to the end of the calendar year in which the employee was hired.

Beginning with the execution date of this Agreement, all covered employees shall accrue vacation leave as follows:

- a) From the end of the calendar year in which the employee was hired and up to five (5) years of employment – twelve (12) days of vacation per year.
- b) After five (5) years and up to ten (10) years completed – fifteen (15) days of vacation per year.
- c) After ten (10) years and up to eighteen (18) years completed – twenty (20) days of vacation per year.
- d) After eighteen (18) years and over – twenty-five (25) days per year.

C. An employee may accumulate unused vacation beyond the calendar year in which it is earned, but accumulated unused vacation must be used within one (1) calendar year after it is earned.

D. An employee retiring during a contract year shall be eligible for the full vacation pay for the year in which the retirement takes place.

E. Notwithstanding any other provisions of this paragraph, no covered employee shall receive fewer vacation days under this Agreement than he/she is presently receiving.

## **ARTICLE V**

### **SICK LEAVE AND BEREAVEMENT LEAVE**

A. Each covered employee shall receive fifteen (15) days sick leave for each year of service. Unused sick leave may be accumulated from year to year until the employee leaves his/her employment with the City of Beverly.

B. Sick leave shall be used solely for the employee's bona fide illness or the serious illness of an immediate family member.

C. Bereavement leave shall be granted to an employee not to exceed six (6) consecutive working days per bereavement leave for the death of an immediate family member. Bereavement leave shall be granted to an employee of up to three (3) consecutive working days for the death of an extended family member, including travel time. One day per year of sick leave may be used as bereavement leave for the death of an extended family member. An employee may use any accumulated vacation or compensation time in conjunction with the allotted bereavement leave provided same is approved in advance by the Director of Public Safety or Chief of Police.

D. For purposes of this Article V, an immediate family member shall mean a spouse, child, mother, father, sibling, mother-in-law, father-in-law, or grandparent, or any individual permanently residing in the employee's household. To be considered for this, the person must be permanently residing in, and a significant member of, the employee's household, which can be verified by a driver's license, photo ID, voting registration, mail delivery, utility bill, or other documentation, as verified by the Director of Public Safety or Chief Law Enforcement Officer. An extended family member shall mean an uncle, aunt, brother-in-law, sister-in-law, niece, nephew, or grandparent-in-law.

E. The Director of Public Safety may require submission of a death notice or other reasonable evidence of the death and relationship of the relative. Further, the Director may permit additional sick leave to be used for bereavement purposes, up to a maximum of eight (8) days, in the event of the death of a spouse or child.

## **ARTICLE VI**

### **HOURS OF WORK AND OVERTIME**

A. Hours of work shall be scheduled on a monthly basis by the Public Safety Director of the City of Beverly.

a) Employees on duty during the hours of 7:00 p.m. to 7:00 a.m. shall receive a shift differential of \$1.00 per hour during these hours only.

B. 1. Overtime shall be paid at the rate of time and one-half the officer's regular straight time rate of pay for all hours over 80 worked within a two-week pay period. "Holiday", "Vacation" and "Personal" time taken off within a pay period shall be included to calculate hours over 80 worked; "Sick" time taken off shall not.



2. Officers shall be paid at the rate of time and one-half the officer's regular straight time rate for all hours worked beyond the regular scheduled work day, regardless of whether the regularly scheduled work day is 8 hours, 12 hours, or some other period of time. Supervisory approval for the additional hours is required, unless exigent circumstances exist. The time spent at the beginning and end of shift briefing and debriefing is not compensable.

C. Any covered employee under this Agreement shall receive a minimum of three (3) hours of pay at their time and one-half rate whenever required to attend any court session, official hearing, or other departmental related activity when normally scheduled off duty. The three (3) hour minimum shall not apply for attendance at departmentally approved classes or weapons qualifications.

D. There shall be no compensation for telephone contacts unless the officer is actually directed to report in for duty.

E. All covered employees shall devote their full time and attention to their employment with the City of Beverly as their primary and only full-time employment. Personal and sick days are not to be used to accommodate the schedule of outside employment. Officers may not accept employment as a security officer or other police-related employment outside of the geographical confines of the City of Beverly without the approval of the Public Safety Director and compliance with the guidelines set forth by the New Jersey Department of Community Affairs, Division of Local Government Services for outside employment of police officers and Attorney General Formal Opinion #1997-23. All outside employment shall be subject to review and approval by the Public Safety Director with respect to its impact on the officer's primary employment. No officer shall work in an outside position during the twelve (12) hour period immediately prior to his report time for work at the City.

F. Outside employment that is police department related (i.e. road construction details, etc.) shall be authorized by the Director of Public Safety or Chief Law Enforcement Officer. The authorization for such employment and compensation shall be established by City Ordinance. The officers working such details are compensated through the City payroll system at a rate as set by City Ordinance. If an officer is authorized to work in another jurisdiction it shall be at the fixed rate or at a higher rate if that municipality's ordinance stipulates a higher amount. All parties understand that payment for outside employment as explained in this section comes from escrow accounts established within the City, and payment will only be made to officers when sufficient funds are available in these escrow accounts.

G. Special "grant of forfeiture fund" details that may from time to time become available shall be compensated in accordance with grant provisions. The grant provisions shall be posted with the detail sign-up sheet.

H. Leave for Union Business.

1. For any arbitration, contract negotiation, or preparation thereof in accordance with N.J.S.A. 31:13a-15, et seq., the members of the negotiation team and necessary witnesses shall be released from duty with pay as is reasonably necessary. Members shall supply reasonable notice of such requests for leave provided there is no disruption of normal services.

2. The president of the bargaining unit, or his designee, shall have reasonable release time from duty with pay to handle and process grievances or other labor relations matters with representatives of the employer.

3. Duly authorized representatives will be permitted to attend New Jersey State and National FOP conventions and conferences in accordance with the provisions of N.J.S.A. 40A:14-177.

4. Any employee who is part of the Executive Board of FOP Lodge No. 2 will be granted time off from duty with no loss of pay or loss of accumulated time to attend Lodge meetings, conferences and/or conventions, provided at least three (3) days' notice is given to the City. This provision shall not apply for attendance at Lodge social events and/or fundraisers.

I. Compensatory Time – Compensatory time will be capped at 100 hours.

## **ARTICLE VII**

### **DISCRIMINATION**

The City and the Association will not discriminate against any person because of race, creed, national origin, sex, religious persuasion, membership or non-membership in the Association, age, marital status, or handicap.

## **ARTICLE VIII**

### **WAGES**

A. Covered employees who are current employees of the City will be paid in accordance with the salary guide set forth herein. It is the intent of this agreement to provide increases in compensation in each year of the contract over the previous year as follows:

In 2022, the increase shall be 3.50% over the 2021 compensation, beginning on January 1, 2022.

In 2023, the increase shall be 3.50% over the 2022 compensation, beginning on and effective as of January 1, 2023.

In 2024, the increase shall be 5% over the 2023 compensation, beginning on January 1, 2024.

In 2025, the increase shall be 5% over the 2024 compensation, beginning on January 1, 2025.

In 2026, the increase shall be 5% over the 2025 compensation, beginning on January 1, 2026.

There shall be continued movement/progression of the officers on all of the steps of the salary guide for the duration of this agreement and until a successor agreement is in place. Each officer shall progress to the next step of the salary guide on the anniversary date of the individual officer's date of hire with the City. The resulting salary guide, for the foregoing raises shall be as follows:

	<b>2022 (3.5%)</b>	<b>2023 (3.5%)</b>	<b>2024 (5%)</b>	<b>2025 (5%)</b>	<b>2026 (5%)</b>
<b>Recruit</b>	<b>\$46,979.31</b>	<b>\$48,623.59</b>	<b>\$51,054.77</b>	<b>\$53,607.51</b>	<b>\$56,287.88</b>
<b>Step 1</b>	<b>\$60,399.50</b>	<b>\$62,513.48</b>	<b>\$65,639.15</b>	<b>\$68,921.11</b>	<b>\$72,367.16</b>
<b>Step 2</b>	<b>\$71,850.65</b>	<b>\$74,365.43</b>	<b>\$78,083.70</b>	<b>\$81,987.88</b>	<b>\$86,087.28</b>
<b>Step 3</b>	<b>\$75,737.67</b>	<b>\$78,388.49</b>	<b>\$82,307.91</b>	<b>\$86,423.31</b>	<b>\$90,744.47</b>
<b>Step 4</b>	<b>\$79,624.68</b>	<b>\$82,411.55</b>	<b>\$86,532.12</b>	<b>\$90,858.73</b>	<b>\$95,401.67</b>
<b>Step 5</b>	<b>\$84,383.73</b>	<b>\$87,337.16</b>	<b>\$91,704.01</b>	<b>\$96,289.21</b>	<b>\$101,103.68</b>
<b>Sgt</b>	<b>\$90,078.58</b>	<b>\$93,231.33</b>	<b>\$97,892.89</b>	<b>\$102,787.54</b>	<b>\$107,926.91</b>

Payment of the retroactive increases for the years 2022, 20223 and for 2024 shall be paid within 45 days of ratification of this MOA by both parties.

B. The parties agree that upon the adoption of the enabling legislation and such other approval as may be required from the Civil Service Commission, the rank of Lieutenant shall be added to the salary guide, at a salary, effective upon promotion, of \$102,787.54 for 2024 and with 5.0 % raises effective for 2025 and 2026, for the following salary scale during the remainder of the contract:

<u>2024</u>	<u>2025</u>	<u>2026</u>
\$102,787.54	\$107,926.91	\$113,323.26

In including and recognizing this new rank in this contract and providing for the annual incremental raises for this rank, the City further acknowledges and recognizes that the persons holding the rank of Lieutenant shall be permitted to be included in and represented by the FOP Lodge No. 2, which is the same union representing the Sergeants and patrol officers.

C. Employees shall be paid every two weeks throughout the contract term.

D. There shall be no pay-step freezes for the term of this agreement. Pay steps shall be as follows:

1. Recruit, first six months of employment
2. Step One, 6-12 months of employment
3. Step Two, 12-24 months of employment
4. Step Three, 24-36 months of employment
5. Step Four, 36-48 months of employment
6. Step Five, 48-60 months of employment
7. Sergeant

E. Covered employees with the indicated years of experience with the City shall receive the following added annual retention compensation. The amount received shall become part of an adjusted base salary with all applicable deductions.

1. After completing five (5) years of service the added retention compensation shall be five-hundred dollars (\$500.00).

2. After completing each additional year of service an additional one-hundred dollars (\$100.00) shall be added.

F. The City will choose and make available to the employees a deferred compensation plan through payroll deduction which shall be fully paid for by the employees.

G. The City has adopted a Section 125 Plan, as required by New Jersey State law, and this Section 125 Plan will be made available to all officers.

H. The increases in each year of this Agreement shall be effective on the anniversary date of the employee's hire, for employees on steps. For employees who have completed the step process, the increase shall be effective on January 1<sup>st</sup>. No employee shall receive a reduction in base pay due to any provision of this Agreement.

## **ARTICLE IX**

### **DETECTIVES**

A. Any officer assigned to the position of "Detective" shall receive an annual stipend of \$1,000.00 for the duration of his/her assignment, to be added to that officer's base salary.

B. Such officers shall be granted use of a City vehicle or, in the event that they are using their personal vehicle, shall have their mileage paid at the IRS rate, for the duration of his/her assignment.

C. Detectives shall also be provided a cell phone for use throughout the duration of their assignment.

D. Detectives shall receive a total annual uniform allowance of \$800, and shall be provided an initial outfit of four (4) long sleeve polo shirts, four (4) short sleeve polo shirts, and four (4) pairs of cargo pants. The Detective's annual \$800 uniform allowance will be paid in a separate check during the second pay period of June of each calendar year.

## **ARTICLE X**

### **SENIORITY**

Except where New Jersey statutes require otherwise, in all cases of promotion, demotion, layoff, recall, and vacation scheduling, employees with the greatest amount of seniority shall be

given preference, provided in the case of promotion and recall that the employee is qualified to perform the work involved. All parties understand that seniority shall not be the only qualification considered in cases of promotion, demotion, layoff, recall and vacation scheduling, as job performance and qualification shall also be considered.

## **ARTICLE XI**

### **GRIEVANCE PROCEDURE**

A. A grievance is a written claim by an employee based upon the interpretation, application, or alleged violation of this Agreement. Any disciplinary penalty of five (5) days or less suspension, or any disciplinary penalty suffered by an employee in which the Civil Service Commission refuses to take jurisdiction, shall be subject to the grievance procedure under this Article.

B. The processing of the grievance shall not interfere with the continuity, efficiency, or safety of operation.

C. As used within this Article, the term “business day” shall constitute any day not including Saturdays, Sundays, or holidays, as the term “holidays” is defined in Article II of this Agreement.

D. The grievance shall be processed as follows:

1. An aggrieved employee, or the Association, shall institute action under the provisions hereof within fifteen (15) business days of the complaint thereof. Failure to act within said fifteen (15) business days shall be deemed to constitute an abandonment of the grievance.

2. **STEP ONE:** In the presence of an Association representative, should the grievant so desire, the aggrieved employee shall first discuss the written grievance orally with the Public Safety Director. A written decision shall be rendered within five (5) business days of said meeting.

3. **STEP TWO:** If the grievance is not resolved to the employee's satisfaction within five (5) business days from the determination of the Public Safety Director, as referred to in Paragraph 2 above, the employee and/or the Association may submit the grievance to the City Administrator in writing. A written decision shall be rendered within five (5) business days of the date the City Administrator receives the grievance, stating the basis for the decision.

4. **STEP THREE:** Within ten (10) business days of the receipt of the grievance (unless a different time is mutually agreed upon), the City Administrator shall convene a hearing before the Police Committee at which all parties shall have the right to be heard.

5. **STEP FOUR:** Within ten (10) business days of the receipt of the grievance (unless a different time is mutually agreed upon), the Police Committee, with the advice of the City Administrator, shall, in writing, advise the employee and the Association of its determination and reasons therefor, and shall forward a copy of said determination to the Public Safety Director.

6. **STEP FIVE:** In the event an employee is dissatisfied with the determination of the Police Committee, the employee and/or the Association shall have the right to request binding arbitration pursuant to rules and regulation established by the Public Employment Relations Commission as provided by law or administrative regulation. A request for binding arbitration shall be made no later than fifteen (15) business days following the determination of the Police Committee. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved employee and/or the Association and the City shall mutually agree upon a longer time period in which to assert such demand. 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 a decision which



requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The arbitrator shall also be without the power or authority to add to, subtract, modify, or amend the terms of this Agreement. The costs of arbitration shall be divided equally between the parties.

## **ARTICLE XII**

### **MANAGEMENT RIGHTS**

A. Subject to the provisions of this Agreement, the City Council reserves all rights and functions vested in it pursuant to applicable laws and regulations and such other functions as are normally and customarily exercised by municipal governing bodies, and the management of a municipality, including, but not limited to, the right to:

1. The executive management and administrative control of the city government and its properties and facilities and the activities of its employees;

2. Hire all employees and, subject to the provisions of law, to determine their qualification and conditions for continued employment, or assignment, and to promote and transfer employees.

3. Suspend, demote, discharge, or take other disciplinary action for just cause.

B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the City, the adoption of policies, rules, regulations, and practice in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the Constitution and laws of New Jersey and of the United States, and ordinances of the City of Beverly.

C. Nothing contained herein shall be construed to deny or restrict the City of its powers, rights, authority, duties, or responsibilities under R.S. 40, 40A and 11, or under any other national, state, county, or local laws or ordinances.

### **ARTICLE XIII**

#### **MAINTENANCE OF STANDARDS AND RETENTION OF BENEFITS**

A. The City and the Association will negotiate in good faith the agreement setting forth terms and conditions of employment as set forth in N.J.S.A. 34:13A-16, et seq.

B. It is understood by both the City and the Association that the Collective Bargaining Agreements shall continue in full force and effect until a subsequent Agreement is reached. It is also understood that based on N.J.S.A. 34:13A, et seq. that there will be no strikes or lockouts by either party. The rights of the City and the Association shall be respected. The Provisions of this Agreement establish a procedure for settlement of all questions regarding such rights which shall be observed.

### **ARTICLE XIV**

#### **UNIFORMS**

A. The City will provide uniforms, equipment, and footwear to covered employees upon initial hire, as determined by the Public Safety Director. Each officer will have an annual uniform allowance of \$600 to purchase items contained in Attachment "A" of this agreement. The annual \$600 allowance will be paid in a separate check during the second pay period of June of each calendar year. Uniform allowance cannot be carried over.

B. The City shall provide dry cleaning for uniforms by means of a voucher system. The City shall contract with a dry cleaner for this purpose.

C. In accordance with previous Agreements, the City has agreed to purchase, and has purchased, for each officer of the Department a concealable body armor with a threat level of 3A, unless the officer chooses a lower threat level.

1. This armor was supplied to the officers currently employed in the Department and shall be supplied to any officer hired in the future, before graduation and the start of regular patrol duties.

2. This armor is to be replaced at a maximum of five (5) years from the date of issue, or when it becomes unsafe as a result of normal wear or exigent circumstances.

3. Any officer to whom body armor has been provided shall be required to wear the body armor whenever on duty.

## **ARTICLE XV**

### **MILITARY LEAVE**

A. All military leave afforded hereunder shall not be less than that which is provided by New Jersey or federal law or by executive order.

## **ARTICLE XVI**

### **CONTINUING EDUCATION**

Any covered employee who has been employed by the City for at least two (2) years shall be eligible to receive continuing education reimbursement for successful attendance and satisfactory completion of direct job-related continuing education courses, or in the pursuit of a college degree at any community college or state college. The reimbursement will be at a rate of up to a maximum of one thousand dollars (\$1,000) per semester. Reimbursement may be for tuition, books, and fees only.

In order to be considered for reimbursement, the officer must, prior to registration for the course, provide the Public Safety Director with a complete course description and the relationship of the courses required for the degree program, if applicable, or a statement of how the course relates to the officer's duties and will enhance his skills, as well as the entity giving the course and the location. The Public Safety Director and the City Administrator will then provide notice of eligibility of the course for reimbursement. To be eligible for such reimbursement, the officer must provide proof of completion of the course with a passing grade of "B" or better or a "Certificate of Attendance/Completion." Reimbursement will require the appropriate documentation and receipts indicating the expenses paid. The expenses will then be reimbursed, provided that the officer has been on active duty with the City of Beverly during the full term of the course. No request for reimbursement will be unreasonably denied. However, failure to comply with the approval provisions of this paragraph may be a proper reason for denial.

Any employee utilizing this provision and receiving the benefit of this program and section shall commit to continued employment with the City of Beverly for a period of two (2) years after completion of the semester that has been reimbursed. If an individual leaves the employment of the City of Beverly, said employee shall reimburse the City of Beverly the full amount of any reimbursement received under the two (2) year commitment.

## **ARTICLE XVII**

### **HEALTH PLAN**

A. A health insurance plan will be provided by the City which shall include a prescription co-pay plan. The City is presently a participant in the NJ State Health Benefits Program. The

City reserves the right to change insurance plans and/or carriers, so long as substantially similar benefits are provided.

B. Any covered employee retiring after twenty-five years of creditable service within the PFRS retirement system or other retirement as permitted by law and (except for employees hired before the date that this agreement is ratified by both parties) after at least ten (10) years of active service with the City of Beverly shall be entitled to and receive the same health benefits offered to active employees at the time of retirement. The employee and his/her eligible dependents shall be covered. If the employee reaches the age of Medicare eligibility, then Medicare becomes their primary coverage and the City's insurance becomes their secondary coverage.

C. Each covered employee will contribute the statutorily required portion of the employee's base pay as a contribution to the cost of medical benefits. This sum shall be deducted from the employee's bi-weekly pay and this sum shall be in accordance with current New Jersey State law.

E. The City shall supply the SHBP full dental coverage plan with no cost to the employee.

F. The City shall reimburse each employee a maximum of \$200.00 total for eye care—including eye exams, eyewear, or contact lens purchase—annually. This reimbursement can be for the covered employee or a qualified dependent.

## **ARTICLE XVIII**

### **MISCELLANEOUS PROVISIONS AND CLAUSES**

A. Temporary Disability Insurance – The institution of the Temporary Disability Insurance benefit program as contained in the New Jersey State Health Program will be provided.

B. Retirement – Employees who are actively employed at the time of their retirement will be permitted to use without penalty, or receive financial compensation comparable to their

current rate of pay for, any unused or accumulated vacation, compensatory, or sick leave accumulated. If the active employee wishes a cash payment of sick leave at the time of retirement, they shall receive a payment of one-half value up to a maximum of seven-thousand-five-hundred dollars (\$7,500.00). This provision is negotiable between the individual and the City.

The payment provisions for accumulated time as set forth above are applicable if an employee dies, whether in the line of duty or not, while employed by the City of Beverly and same will be paid to the Employee's spouse, domestic partner, civil union partner, and/or the Employee's estate.

C. Representation Fee:

1. Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, and any new permanent employee who does not join the Union within thirty (30) days of employment or re-employment within the unit as a condition of employment shall pay a representation fee. The representation fee shall be an amount equal to 85% of the regular Union membership dues, fees, and assessments. The representation fee shall be by automatic payroll deduction. The Union's entitlement to the representation fee shall continue beyond the termination date of this agreement so long as the Union remains the majority representative of the employees in the unit.

2. The Union agrees that it will indemnify and hold harmless the Employer against any and all actions, claims, demands, losses, or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the Employer at the request of the Union under this article.

D. Discipline, Suspension, and Appeals

1. Discipline

a) All disciplinary matters within the Police Department shall not conflict with state and federal law, Civil Service Regulations, and the INTERNAL AFFAIRS POLICIES AND PROCEDURES manual or other guidelines promulgated by the New Jersey Attorney General.

b) No permanent employee shall be disciplined, demoted, or discharged without just cause. Any such disciplinary or discharge proceeding, or any complaint, shall be processed in accordance with the laws of the United States and the State of New Jersey, the Attorney General's guidelines, the policies of the Police Department and the current collective bargaining agreement. Employees shall have the right to counsel, union representation, and rights as defined by "the Law Enforcement Protection Act" and the "Weingarten," "Garrity," and "Loudermill" legal decisions.

2. Suspensions.

Any member disciplined for any departmental charges shall be entitled to a hearing. Nothing in this Agreement shall limit or deny the right to a hearing as it may be available in other circumstances pursuant to applicable law.

3. Appeals.

All appeals or disciplinary actions shall comply with applicable law. Minor disciplinary action (under 5 day suspension) may be appealed through the Collective Bargaining Agreement grievance procedure. Major disciplinary action (5 day suspension or more) shall not be subject to the Collective Bargaining Agreement procedure.

F. Effective January 1, 2020 and for the duration of this contract term, any employee who achieves and maintains an EMT Certification shall receive an annual stipend of \$700, not rolled into base salary, to be paid annually in the second pay of October in each contract year. Said stipend will be paid in recognition of the member holding that certification for the year in which it is paid.

## **ARTICLE XIX**

### **NOTICE**

Whenever any notice is required to be given by either of the parties to this Agreement to the other, the same shall be given at the following addresses:

1. If by the Association, to the City at:

Clerk  
City of Beverly  
446 Broad Street  
Beverly, NJ 08010

2. If by the City, to the Association at:

The Cushane Law Firm, LLC  
1028 East Landis Avenue  
Vineland, NJ 08360  
Tel: (856) 794-2050  
Fax: (856) 794-2080

- and -

Beverly Police Association  
446 Broad Street  
Beverly, NJ 08010

## **ARTICLE XX**

### **SEPARABILITY**

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.



## ARTICLE XXI

### FULLY BARGAINED PROVISIONS

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only, executed by both parties.

## ARTICLE XXII

### DURATION

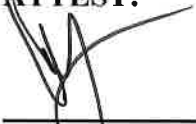
The terms and conditions of this Agreement shall continue in effect from the date of full execution in 2024 (*nunc pro tunc*) through December 31, 2026, and from year to year thereafter, unless the parties mutually agree to modify this agreement prior to the expiration date. Negotiations for a successor agreement shall begin no later than sixty (60) days prior to the expiration date. This Agreement shall remain in full force and effect during the period of negotiation and until notice of termination of this Agreement is provided to the other party.


**[Remainder of this page intentionally left blank; signatures are on the following page]**

**FOR THE ASSOCIATION:**

  
\_\_\_\_\_  
**President (BPA)**

**ATTEST:**

  
\_\_\_\_\_  
**Vice President**

  
\_\_\_\_\_  
**Secretary**

**FOR THE CITY OF BEVERLY:**

  
\_\_\_\_\_  
**Mayor**

  
\_\_\_\_\_  
**Clerk**

  
\_\_\_\_\_  
**City Administrator**

**ATTACHMENT "A"**  
**(City / Department supplied equipment list)**

- 1. Police Pants Class A, 1 Pair; Class B, 3 pairs**
- 2. Police Shirts Class A, 1 Long Sleeve; Class B 3 Short, 3 Long Sleeve**
- 3. 1 All Weather Police Duty Jacket**
- 4. Police Hats (Class A, and Class B "Baseball" style)**
- 5. 1 Police raincoat**
- 6. Nylon Duty gun belt**
- 7. Nylon Duty pistol holster**
- 8. Nylon Duty belt keepers**
- 9. Handcuffs and keys**
- 10. Nylon Duty handcuff case**
- 11. Nylon Duty mace holder**
- 12. Nylon Duty radio holder**
- 13. Nylon Duty magazine holder**
- 14. Collar brass**
- 15. Department Badges and case (Duty & wallet type to be determined)**
- 16. Leather gloves**
- 17. Police style boots and shoes**
- 18. Expandable asp baton**
- 19. Bike Officers only; shorts and long pants**
- 20. Bike Officers only; gloves**
- 21. Bike Officers only; yellow bike shirt**
- 22. Compression type shirts, 1 long and 1 short sleeve**
- 23. 2 "Polo" type golf shirts, 1 long and 1 short sleeve; style as per the Director**