

COLLECTIVE NEGOTIATIONS AGREEMENT

BETWEEN

THE BOROUGH OF LITTLE SILVER

AND

P.B.A. LOCAL No. 359

JANUARY 1, 2015 THROUGH DECEMBER 31, 2018

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PREAMBLE

This Agreement, entered into 24th day of March 2016, by and between the Borough of Little Silver in the County of Monmouth, a Municipal Corporation of the State of New Jersey, hereinafter called the "Borough" and Little Silver PBA Local 359, hereinafter called the "Union," or the "employee," or "employees," represents the complete and final understanding on all bargainable issues between the Borough and the Union.

ARTICLE I

SEVERABILITY AND SAVINGS CLAUSE

In the event that any provisions of this Agreement between the parties shall be held by operation of law or by a Court or Administrative Agency of competent and final jurisdiction to be invalid or unenforceable, the remainder of the provisions of such agreement shall not be affected thereby but shall be continued in full force and effect.

ARTICLE II

RECOGNITION

The Borough of Little Silver hereby recognizes Little Silver PBA Local 359 as the sole and exclusive representative and bargaining agent for the following employees of the Borough of Little Silver: all full time patrolmen (including probationary patrolmen), sergeants, and lieutenants or such other ranks that may be created by the Mayor and Council from time to time, but excluding Captains and the Chief of Police, for the purposes of collective negotiations concerning salaries, benefits, working conditions, procedures for the adjustments of disputes and grievances and other matters related to the terms and conditions of employment. Little Silver PBA Local 359 is hereinafter referred to as either the "Union," "police officers," "policemen," and/or "employees." References above shall refer to both male and female police officers.

ARTICLE III

NEGOTIATIONS PROCEDURES

SECTION 1: Collective negotiations with respect to negotiable terms and conditions of employment shall be conducted by duly authorized negotiating agents of each of the parties.

SECTION 2: Collective negotiating meetings shall be held at a time and place mutually convenient at the request of either party.

SECTION 3: This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

SECTION 4: The PBA Negotiating Representatives shall submit all requested changes or modifications to the contract in writing at the first meeting. The Borough Negotiating Representatives shall respond in writing with a counter offer at the second meeting. The first two meetings shall be conducted by electronic mail.

ARTICLE IV

NON-DISCRIMINATION CLAUSE

Neither the Borough nor the Union shall discriminate against any police officer on the basis of race, creed, color, sex, ancestry, religion, national origin, age, membership or non-membership in the Union or on the basis of a police officer's institution of a grievance under the terms of this Collective Bargaining Agreement.

ARTICLE V

SALARIES

Salaries for all employees shall be provided in accordance with Appendix A, attached hereto and incorporated herein by reference.

Any employee receiving educational credits as of December 31, 2014 shall continue to do so at that amount. No other officer shall be eligible for educational credits.

ARTICLE VI

LONGEVITY

Effective January 1, 2015, the Borough shall not provide longevity to any officer.

ARTICLE VII

MUTUAL AID

Employees, while rendering aid to another community, at the direction of the Chief of Police of Officer in Charge, shall be fully covered by workmen's compensation and liability insurance and pension as provided by the laws of the State of New Jersey.

ARTICLE VIII

MANAGEMENT RIGHTS

SECTION 1: The Union recognizes that the Borough may not, by agreement, delegate authority and responsibility which by law are imposed upon and lodged with the Borough.

SECTION 2: The Borough reserves to itself sole jurisdiction and authority over matters of police and retains the right, in accordance with the laws of the State of New Jersey to do the following:

1. To direct employees of the Borough;
2. To hire, assign, promote, transfer and retain employees covered by this Agreement with the Borough or to suspend, demote, discharge or take disciplinary action against employees for just cause;
3. To make work assignments, work and shift schedules including overtime and/or compensatory time assignments;
4. To maintain the efficiency of the Borough operations entrusted to them;
5. To determine the methods, means and personnel by which such operations are to be conducted.

ARTICLE IX

HOLIDAYS

SECTION 1: The following days shall be considered legal holidays during the term of this Agreement and compensation and time off shall be in accordance with the practices of the parties:

New Year's Day
Martin Luther King's Birthday (observed)
Lincoln's Birthday
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day (observed)
Veterans Day
Election Day
Thanksgiving
Christmas Eve (1/2 day)
Christmas
New Year's Eve (1/2 day)

SECTION 2: No less than seven (7) holidays shall be paid at straight time and paid by a separate check with no deductions taken for pension or loans in the last pay in November. In addition, any combination of the second seven (7) holidays may be scheduled as compensatory time with the prior approval of the Chief of Police or may be paid at straight time in the last pay in November at the election of the individual officer. Each officer must notify the Chief of Police or his designee prior to the submission of payroll in November.

ARTICLE X

SICK LEAVE

SECTION 1. During the first full year of employment, Officers shall be entitled to one (1) sick day for each full month of service. These days shall not be cumulative and have no cash value if unused. After the first full year of employment, all Officers shall be entitled to sick leave, as needed, not to exceed six (6) months annually, subject to the following conditions:

A. Sick leave of five (5) or more consecutive days shall require a note from the Officer's health care provider. Once an Officer has used ten (10) aggregate sick days per year, the Borough may request a doctor's note for subsequent sick days.

B. Sick leave taken immediately prior to or immediately after a holiday or vacation day must be accompanied by a note from the Officer's health care provider. If no such note is provided, that day shall be taken as a personal day. If no personal time is available, the Officer shall receive the day off without pay.

C. Sick leave is defined as absence from an Officer's post of duty because of personal disability due to illness or injury. Sick leave may not be used to care for a family member or for any purpose other than the officer's illness or injury.

D. Leave pursuant to the Family and Medical Leave Act ("FMLA") shall be taken consecutively after any sick leave, provided that the reason for the sick leave satisfies the definition of "serious health condition," as defined by the FMLA.

E. This policy does not change or alter in any way the reasonable productivity or performance expectations of any Officer.

F. Notwithstanding the sick leave provided by this Section, Officers may be subject to disciplinary action for "abuse of sick leave" or "chronic or excessive absenteeism" in accordance with law.

G. If sick leave abuse is reasonably suspected, the Borough may require an Officer to be examined by a doctor of its choosing to verify the need for sick leave. The Borough shall bear the cost of any such examination, which must occur during regular business hours.

H. During any sick leave, the Officer shall be confined to his/her place of confinement, which location shall be communicated to the Chief in writing. The Officer may leave his/her place of confinement to visit a doctor or other health care provider or to visit the pharmacy. Officers must notify the Chief, or Police Desk, which notification shall be documented in CAD/RMS of the need to leave the place of confinement for one of the aforementioned reasons during sick leave. Officers who fail to provide such notification or who do not remain in their place of confinement during sick leave shall be subject to disciplinary action.

SECTION 2. Sick leave is not cumulative and shall have no cash value. Any previously accumulated unused sick leave accrued by any officer shall be capped at that amount accumulated on December 31, 2015. Officers shall be compensated for each day so accumulated pursuant to the Sidebar Agreement between the Borough and PBA Local 359 dated March 21, 2016, and, thereafter, all accumulated sick leave banks shall be eliminated.

ARTICLE XI

FAMILY ILLNESS AND BEREAVEMENT LEAVE

SECTION 1: Up to seven (7) consecutive scheduled working days shall be granted for leave in case of death, illness or disability in the immediate family of an employee. Any reasonable proof required by the Chief of Police shall be sufficient to grant time off with pay through the day of the funeral and as necessary as approved travel time. Immediate family shall be defined to consist of spouse, child, stepchild or foster child.

SECTION 2: Up to five (5) consecutive scheduled working days shall be granted for leave in case of death, illness or disability in the extended family of an employee. Extended family shall be defined to consist of mother, father, step-mother, step-father, mother-in-law, father-in-law, grandchild, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, grandparent and step-grandparent.

SECTION 3: One (1) day shall be for bereavement leave in the case of death in the additional extended family of an employee. Additional extended family shall be defined to consist of aunt, uncle, niece, nephew and first cousin.

SECTION 4. The Police Committee may approve additional time in its discretion if requested by the Officer.

ARTICLE XII

AUTOMOBILE USE AND MEAL ALLOWANCE

SECTION 1: Employees who are required to use their personal vehicles for authorized departmental travel and who are scheduled by the Chief of Police, shall be compensated for mileage at the IRS standard rate. In addition employees shall be compensated for any tolls and parking fees when accompanied by receipts.

SECTION 2: Employees shall be entitled to reimbursement for reasonable expenses for meals when on Borough business and out of town during meal time. The rate shall be established by the Chief of Police.

ARTICLE XIII

UNIFORM REIMBURSEMENT

SECTION 1: The Borough shall establish a line item budget per officer in the amount of \$1,300.00 for uniform replacement. Effective January 1, 2018, the uniform reimbursement shall be increased to \$1,350.00

SECTION 2: Newly hired police officers will be issued a one-time uniform allowance in accordance with guideline established by the Chief of Police. This allowance shall not exceed \$3,000.00. The uniform allowance thereafter shall follow the schedule established in Section 1 of this Article.

SECTION 3: The Chief of Police shall administer all above mentioned funds.

SECTION 4: Any reimbursement provided by this Article shall be pro-rated for any officer who leaves employment prior to the end of the calendar year. Officers shall be responsible to repay the Borough for any amount he/she received above the pro-rated entitlement.

ARTICLE XIV

DENTAL INSURANCE

SECTION 1: The PBA shall be entitled to dental coverage and benefits as provided to the Borough employees on January 1, 2016; however, the Borough may provide dental insurance coverage through another carrier or provider as long as the benefit levels are equal to or better than what is contracted for on January 1, 2016. This practice shall be continued in full force and effect for the duration of this Agreement. The PBA and all eligible dependents (as defined in the most recent explanation of Health Benefits Booklet and provided by the State Health Benefits Commission) shall be covered under the Dental Insurance Program subject to applicable deductions inherent in the plan.

SECTION 2: The PBA shall have the right to appoint an Insurance Liaison, who along with the PBA President (or his/her designee) will remain informed by the Borough Administrator during the insurance bidding process and foster communication between the Borough, the potential insurance carrier and the PBA.

SECTION 3: After an insurance carrier has been retained, the Insurance Liaison will remain informed about coverage options and have access to the insurance carrier in order to handle questions or complaints.

SECTION 4: Should dental coverage be provided through a carrier other than the New Jersey State Health Benefits Plan, officers shall contribute to the cost of dental insurance in an amount equal to that required by P.L. 2011, c. 78, or 1.5% of his/her salary, whichever is greater, until the c. 78 contributions are fully implemented. After full implementation of the c. 78 contributions, those contribution levels shall become part of this Agreement and shall then be subject to collective negotiations in a manner similar to other negotiable items between the parties.

ARTICLE XV

HOSPITAL MEDICAL INSURANCE COVERAGE

SECTION 1: Effective January 1, 2017, the PBA shall receive health insurance coverage and benefits pursuant to the MYWAY HRA plan as provided to Borough employees; however, the Borough may provide such coverage through another carrier or provider as long as the benefit levels are equal to or better than what is provided in the MYWAY HRA plan. This practice shall be continued in full force and effect for the duration of this Agreement. The PBA and all eligible dependents (as defined in the most recent explanation of Health Benefits Booklet and provided by the State Health Benefits Commission) shall be covered under the Health Insurance Program subject to applicable deductions inherent in the plan.

SECTION 2: The PBA shall have the right to appoint an Insurance Liaison who along with the PBA President will remain informed by the Borough Administrator during the insurance bidding process and foster communication between the Borough, the potential insurance carrier and the PBA.

SECTION 3: After an insurance carrier has been retained, the Insurance Liaison will remain informed about coverage options and have access to the insurance carrier in order to handle questions or complaints.

SECTION 4: Individuals retired after the ratification of the 2015-2018 collective negotiations agreement shall continue to receive coverage provided at the time of retirement until Medicare eligibility, at which time, the Borough shall provide the retiree with a monthly stipend to purchase Medicare supplement insurance. The stipend provided shall be of such amount to enable the retiree to purchase supplemental coverage, which, when combined with Medicare coverage, is equal to the coverage provided at the time of retirement. Additionally, the retiree shall be provided an AmeriFlex or similar such account of \$2,500.00 pp, \$5,000.00 max to cover any prescription costs that fall into the "donut hole." Additionally, the Borough incorporates by reference, the grievance settlement agreement between it and the PBA, dated September 18, 2014, attached hereto as Exhibit B.

SECTION 5: Officers shall contribute to the cost of medical insurance in an amount equal to that required by P.L. 2011, c. 78, or 1.5% of his/her salary, whichever is greater, until the c. 78 contributions are fully implemented. After full implementation of the c. 78 contributions, those contribution levels shall become part of this Agreement and shall then be subject to collective negotiations in a manner similar to other negotiable items between the parties.

ARTICLE XVI

RETIRED MEMBERS' HEALTH AND DENTAL BENEFITS

SECTION 1: Individuals retired as of the date of ratification of the 2015-2018 collective negotiations agreement shall be entitled to retiree medical benefits in accordance with the grievance settlement agreement dated September 18, 2014, attached hereto as Appendix B.

SECTION 2: Individuals retired after the ratification of the 2015-2018 collective negotiations agreement shall continue to receive coverage provided at the time of retirement until Medicare eligibility, at which time, the Borough shall provide the retiree with a monthly stipend to purchase Medicare supplement insurance. The stipend provided shall be of such amount to enable the retiree to purchase supplemental coverage, which, when combined with Medicare coverage, is equal to the coverage provided at the time of retirement. Additionally, the retiree shall be provided an AmeriFlex or similar such account of \$2,500.00 pp, \$5,000.00 max to cover any prescription costs that fall into the "donut hole."

SECTION 3: In the event a retired officer dies, his/her spouse, children and other eligible family members shall be afforded, at the survivor's expense, the opportunity to be covered by the municipal health and dental insurance until such time as the spouse remarries and/or the children reach an age at which time coverage would normally expire.

ARTICLE XVII

PERSONNEL RECORDS

SECTION 1: The Chief of Police shall maintain the official personnel records for the Police Department. An employee covered by this collective bargaining agreement shall have the right to examine the individual employee's personnel file at any reasonable time. An employee shall have the further right to rebut in writing any derogatory material included in the personnel file. Employees shall be limited to reviewing their file during regular business hours. The content of the personnel files shall be kept confidential. It is expressly understood that certain information that may exist of a confidential nature that would not be appropriate to reveal to the employee shall be maintained confidentially.

ARTICLE XVIII

UNION BUSINESS LEAVE

SECTION 1: The Union's President, Delegate, and Alternate Delegate shall be granted time off to attend the annual main convention of the New Jersey State PBA.

SECTION 2: The Union's President and Delegate shall be granted time off to attend the annual mini-convention of the New Jersey State PBA.

SECTION 3: One (1) delegate shall be permitted to attend PBA State and County meetings.

SECTION 4: All time granted off herein shall be without loss of pay or other benefits.

ARTICLE XIX

GRIEVANCE PROCEDURE

A. A "grievance" shall be any difference of opinion, controversy, or dispute arising between the parties hereto relating to the alleged violation of, interpretation or application of any of the provisions of this Agreement.

B. A grievance to be considered in this procedure must be initiated by the employee within thirty (30) calendar days from the time the employee knew or should have known of its occurrence.

C. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

D. It is understood that the employee shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Borough until such grievance has been fully determined.

STEP ONE:

The grievance shall be discussed with the officer involved and the PBA representative with the Chief of Police being designated by the Borough. The answer shall be in writing and made within five (5) calendar days by such Chief of Police to the officer(s) and the PBA.

STEP TWO:

If the grievance is not settled through Step One, the same shall, within five (5) calendar days, be reduced to writing by the PBA or the officer(s) and submitted to the Borough Administrator, or any person designated by him/her, and the answer to such grievance shall be made in writing, with, a copy to the officer(s) and the PBA within five (5) calendar days of submission.

STEP THREE:

If the grievance is not settled at Step Two, the officer(s) or the PBA shall have the right within five (5) calendar days of receipt of the answer at Step Two to submit such grievance to the Mayor and Council. A written answer to such grievance shall be served upon the officer(s) and the PBA within twenty-one (21) calendar days after submission.

STEP FOUR:

If the grievance is not settled through Step Three, then the aggrieved shall have the right, within five (5) calendar days to pursue all legal remedies afforded the police officer(s).

If the grievance is not settled at Step Three and the aggrieved does not elect to pursue his/her grievance under the provisions of the law, then the PBA shall have the right within five (5) calendar days, to submit such grievance to an Arbitrator. The Arbitrator shall be selected in accordance with the rules of the Public Employment Relations Commission. The Arbitrator shall have full power to hear the dispute and make a final determination, which shall be binding on both parties. The Arbitrator does not have the right to add to, subtract from or modify this Agreement in any matter. Each party shall bear its own cost of the arbitration but the costs of the Arbitrator shall be borne by the Borough and PBA equally.

The PBA President, or his/her authorized representative, may report an impending grievance to the Mayor in an effort to forestall its occurrence.

E. Nothing herein shall prevent any officer(s) from processing his/her own grievance, provided a PBA representative may be present at the PBA's discretion as an observer at any hearing on the officer's grievance.

F. WORK STOPPAGES: Since adequate procedures are provided in this Agreement and since binding arbitration has been agreed to, the PBA agrees that it will not engage in, encourage, sanction or suggest strikes, slowdowns, inns resignations, mass absenteeism, or any other similar action which would involve a work stoppage that may disturb or interfere with the orderly operation of the Borough's facilities.

G. Disciplinary action including up to termination of employment of probationary officers shall not be subject to challenge in the grievance and arbitration procedure, Minor discipline (less than five (5) days suspension) and reprimands, written or verbal, shall be subject to grievance.

H. If any deadline referred to herein falls on a holiday or weekday, the deadline shall be extended to the next business day.

ARTICLE XX

VACATIONS

Full time, regular employees shall receive vacation time with pay as follows:

SECTION 1: Any employee, who, by September 30th of the vacation year, and who has the number of years seniority set forth below, shall receive the following amount of vacation time, converted to hours:

11 full months, but less than 3 years	80 hours
3 years	88 hours
4 years	96 hours
5 years	104 hours
6 years	112 hours
7 years	120 hours
8 years	128 hours
9 years	136 hours
10 years	144 hours
11 years	152 hours
12 years	160 hours
13 years	168 hours
14 years	176 hours
15 years	184 hours
16 years	192 hours
17 years	200 hours

SECTION 2: Vacation year is defined as that calendar year in which the vacation time is to be taken.

SECTION 3: In the event an employee is terminated for any reason after twelve (12) months of service, he/she shall receive any earned or vacation allowance pro-rated on the basis of 1/12 his/her vacation eligibility for each full month of service from the preceding September 30th to date of separation.

- (a) If an official holiday falls during an employee's vacation period, an additional day of vacation will be granted in lieu of the holiday.
- (b) All vacation time must be taken during the current calendar year and may neither be accumulated nor taken consecutively with other vacation time, except by special approval of the Borough Council.
- (c) Only employees working twenty (20) hours or more per week on an annual basis, on a weekly schedule approved by the Borough Council shall be eligible for vacation benefits.
- (d) In order that employees may receive the maximum benefit from their vacations, not more than one-half of vacation time may be taken one (1) or two (2) days at a time
- (e) All vacation time must be scheduled and approved by the Chief of Police. It is his/her responsibility to schedule individual vacations so that the activities of the Borough will be carried on with a minimum of interruption and inconvenience. Employees with seniority will be given first preference in assignment of vacation time insofar as possible.

ARTICLE XXI

HOURS OF WORK AND VOLUNTARY SHIFT SWAPS

SECTION 1: Hours of work for employees covered by this Collective Bargaining Agreement are designated in the Department work schedule. The current practices shall be continued for the duration of this Agreement.

SECTION 2: Voluntary shift swaps shall be permitted with notice to the Chief of Police as required by the Chief not to exceed seventy two (72) hours, provided no overtime cost is incurred and subject to the Chief's approval. Approval shall not be unreasonably withheld on condition that staffing requirements permit.

SECTION 3: Effective January 1, 2005, the Borough may require officers to work one (1) additional eight (8) hour day per year as may be required by the Attorney General and for the Monmouth County Prosecutor requirements for training and/or firearms certification.

ARTICLE XXII

OVERTIME; COMPENSATORY TIME; COURT TIME;
CALL-IN MINIMUM AND KELLY TIME

SECTION 1: Overtime shall be earned when an officer is made to work beyond his/her regular tour of duty. Compensatory time shall be capped at 480 hours.

SECTION 2: Court time shall be paid in cash or compensatory time at the option of the officer. Such time shall be calculated at time and one-half with a minimum of two (2) hours, subject to the calculation of time and one-half.

SECTION 3: Minimum call-in time shall be two (2) hours at time and one-half payable in cash or compensatory time at the officer's discretion.

SECTION 4: Given that all officer's pay is based on 2080 hour work schedule, and given that officer's working a twelve (12) hour work schedule are schedule for either 2184 or 2196 hours depending on the number of days scheduled per year, in lieu of cash compensation officers will be given time, herein referred to as Kelly Time. Kelly Time will be given at straight time and shall be used during the calendar year it is earned and not accumulated. Kelly Time can only be used when staffing requirements are met and shall not incur overtime.

ARTICLE XXIII

PERSONAL DAYS

Each officer shall be entitled to twenty-four (24) hours personal time off with pay. Officers working the eight (8) hour schedule shall deem one (1) such personal day as a "guaranteed" day off. Officers working the twelve (12) hour schedule shall be allowed to use both personal days as "guaranteed" days. Guaranteed days shall be granted regardless of manpower needs of the shift requested. Only one (1) guaranteed day per date shall be granted on a seniority basis. Overtime shall be paid if necessary to cover this request. The officer shall make written application to the Chief of Police who shall approve the leave subject to staffing requirements. Such notice shall be made no less than seven (7) days prior to the date requested

ARTICLE XXIV

SPECIAL DUTY ASSIGNMENTS

SECTION 1: Special duty assignments shall be defined as employment of a police officer by an independent contractor, including private and public entities, for performance of police-related duties.

SECTION 2: Officers engaged in special duty assignments shall be deemed on-duty and shall conform to all police department rules, regulations and procedures. All agreements for special duty assignments shall be contracted in writing between the Borough and the independent contractor. All compensation for special duty assignments shall be paid directly to the Borough and distributed to the officers through the Borough payroll system.

SECTION 3: Any and all special duty assignments shall be distributed by the Chief of Police or his/her designee on a voluntary rotational basis to all officers by seniority. The Chief of Police, or his/her designee shall also be responsible to ensure that the assigned officer(s) be properly attired, equipped and performs his/her duties in a competent and professional manner. The Chief of Police may assign a patrol vehicle and other police equipment for use in performing the special duty assignment if he/she determines said use is necessary.

It shall be the further duty of the Chief of Police to provide a properly approved bill to the special duty assignment employer and to the Chief Financial Officer on a monthly basis or more frequently if required within his/her discretion. A properly authorized payroll record must also be provided to the Chief Financial Officer by the Chief of Police. Said billing shall be at the rate of sixty (\$60.00) dollars per hour, plus an administrative fee to be determined by the Borough. No administrative fees will be collected by the Borough when the police officer is assigned to work an event scheduled at Red Bank Regional High School. This is due to the fact that Red Bank Regional is charged a lower rate than independent contractors and Red Bank Regional is a quasi-municipal entity. The hourly rate may not be changed by the PBA or the Borough for the duration of this agreement.

SECTION 4: The Chief Financial Officer shall pay the police officer for each special duty assignment at the rate of sixty (\$60.00) dollars per hour in the next appropriate regular payroll after receipt of invoiced amount by the Borough from the independent contractor (recognizing that all information and monies must be in possession of the Chief Financial Officer no later than 9:00 am Thursday of the week prior to a pay day). Said payment shall be issued in a separate check and shall not be eligible for a pension credit or included in any insurance which utilizes municipal payroll as a basis of assessment. Further, compensation payments shall be subject to all Federal, State and Local taxes as may be applicable and shall be taxed on a first-dollar basis (as if there were no other check issued).

SECTION 5: Any hours worked as special duty assignments under the terms of this Agreement shall not be considered for overtime purposes and shall not interfere with a police officer's regular assignments as required by the Borough.

SECTION 6: The Borough shall be made responsible to provide all necessary insurance coverage required by law, including but not limited to workers' compensation, public liability and claims for damages for personal injury including death or damage to property which may arise as a result from performance of the Borough and the police officer performing a special duty assignment pursuant to the agreement with the independent contractor.

SECTION 7: The terms of this Article shall apply only to members of the Little Silver PBA Local 359 performing special duty assignments both within and beyond the Borough's municipal boundaries.

ARTICLE XXV

STATE DISABILITY INSURANCE

All police officers shall be covered for the State Disability Insurance program in accordance with the terms of the plan.

ARTICLE XXVI

DEATH IN THE LINE OF DUTY

In the event a police officer dies or is killed while on duty for the Borough, his/her spouse, children and other eligible family members shall continue to be covered by the municipal health and dental insurance at the Borough's expense until such time as the spouse remarries and/or the children reach an age at which time coverage would normally expire.

ARTICLE XXVII

INSURANCE COVERAGE IN THE EVENT OF EARLY RETIREMENT

SECTION 1: In the event that a police officer is forced to retire early due to illness or injury he/she shall continue to be covered by the municipal health and dental insurance as provided by Articles XIV, XV, and XVI of this Agreement.

SECTION 2: For the purposes of this Section, early retirement shall mean receipt of PFRS pension or disability check and must begin receipt of said check before a regular service retirement can be earned (i.e., before 25 years of service under the current retirement standard).

ARTICLE XXVIII

REDUCTION OF POLICE FORCE

In the unlikely event that the Borough deems a reduction of the police force is necessary, said reduction will be based on date of with the last hired officer being first one reduced. Should more than one (1) officer have the same date of hire, then the officer with the higher badge number shall be reduced first. No provision will be made for rank of the officer.

ARTICLE XXIX

MILITARY LEAVE

The Borough shall comply with all appropriate requirements of law with respect to military leave.

ARTICLE XXX

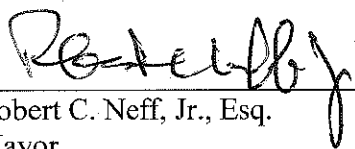
DURATION

SECTION 1: This Agreement shall be in effect as of January 1, 2015 up to and including December 31, 2018.

SECTION 2: In the event no new agreement is reached prior to the expiration of this Agreement, then this Agreement shall remain in full force and effect until a new Agreement is executed.

BOROUGH OF LITTLE SILVER

LITTLE SILVER PBA LOCAL 359




Robert C. Neff, Jr., Esq.
Mayor



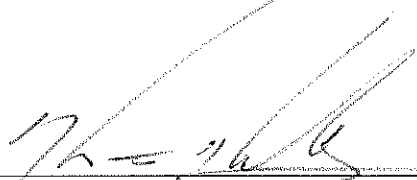
Frank Salerno
PBA President

DATED: 3/24/16

DATED: 24-MARCH-2016



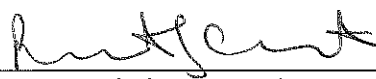
Kimberly Jungfer
Administrator/Clerk



PBA Negotiating Committee

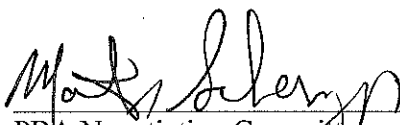
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PBA Negotiating Committee

DATED: 3/30/16



PBA Negotiating Committee

DATED: 3/30/16

APPENDIX A

**Salaries
2015-2018**

- I. Salary Guide for Employees who commenced employment prior to January 1, 2011, effective and retroactive to January 1, 2015

Step	2015	2016	2017	2018
Lieutenant	\$119,909.00	\$122,302.00	\$124,748.00	\$127,243.00
Sergeant	\$113,513.00	\$115,783.00	\$118,099.00	\$120,461.00
Police Officer (7 yrs)	\$105,484.00	\$107,593.00	\$109,745.00	\$111,940.00
Police Officer (6 yrs)	\$91,195.00	\$91,195.00	\$91,195.00	\$91,195.00
Police Officer (5 yrs)	\$83,876.00	\$83,876.00	\$83,876.00	\$83,876.00
Police Officer (4 yrs)	\$76,557.00	\$76,557.00	\$76,557.00	\$76,557.00
Police Officer (3 yrs)	\$69,237.00	\$69,237.00	\$69,237.00	\$69,237.00
Police Officer (2 yrs)	\$61,918.00	\$61,918.00	\$61,918.00	\$61,918.00
Police Officer (1 yr)	\$54,600.00	\$54,600.00	\$54,600.00	\$54,600.00
Police Officer (Prob)	\$47,280.00	\$47,280.00	\$47,280.00	\$47,280.00
Police Officer (Acad)	\$39,960.00	\$39,960.00	\$39,960.00	\$39,960.00

- II. Salary Guide for Employees who commence employment on or after January 1, 2011, effective and retroactive to January 1, 2015.

Step	2015	2016	2017	2018
Lieutenant	\$119,909.00	\$122,302.00	\$124,748.00	\$127,243.00
Sergeant	\$113,513.00	\$115,783.00	\$118,099.00	\$120,461.00
Police Officer (9 yrs)	\$105,484.00	\$107,593.00	\$109,745.00	\$111,940.00
Police Officer (8 yrs)	\$92,490.00	\$92,490.00	\$92,490.00	\$92,490.00
Police Officer (7 yrs)	\$86,653.00	\$86,653.00	\$86,653.00	\$86,653.00
Police Officer (6 yrs)	\$80,817.00	\$80,817.00	\$80,817.00	\$80,817.00
Police Officer (5 yrs)	\$74,979.00	\$74,979.00	\$74,979.00	\$74,979.00
Police Officer (4 yrs)	\$69,143.00	\$69,143.00	\$69,143.00	\$69,143.00
Police Officer (3 yrs)	\$63,306.00	\$63,306.00	\$63,306.00	\$63,306.00
Police Officer (2 yrs)	\$57,470.00	\$57,470.00	\$57,470.00	\$57,470.00
Police Officer (1 yr)	\$51,633.00	\$51,633.00	\$51,633.00	\$51,633.00
Police Officer (Prob)	\$45,796.00	\$45,796.00	\$45,796.00	\$45,796.00
Police Officer (Acad)	\$39,960.00	\$39,960.00	\$39,960.00	\$39,960.00

- III. Base pay for the duration of this Agreement shall remain as memorialized in the salary guides above. Employees shall receive step movement on their anniversary date.

SETTLEMENT AGREEMENT BETWEEN
BOROUGH OF LITTLE SILVER AND PBA LOCAL 359
PERC DOCKET NO. AR-2014-545

WHEREAS, the Borough of Little Silver (Borough) and PBA Local 359 (PBA) are parties to a series of successive collective negotiations agreements (CNA), the most current of which covers the period of January 1, 2011 through December 31, 2014;

WHEREAS, Article XVII provides that the Borough shall continue the present practice of providing health insurance coverage through Horizon Blue Cross/Blue Shield ("HBC/BS") for the duration of the CNA;

WHEREAS, the Article XVII of the parties' CNA further permits the Borough to change health insurance carriers or providers as long as benefit levels are equal to or better than that contracted for under HBC/BS;

WHEREAS, Article XVIII, entitled "Retired Member's Health and Dental Benefits," provides that "the current practices shall be maintained to the extent that retirees currently may qualify for continuation of health and dental insurance program;"

WHEREAS, prior to December 31, 2013 the Borough provided said benefits to eligible police retirees through several HBC/BS plans including Traditional, Point of Service (POS), and Direct 7, depending upon the retiree's coverage immediately prior to his/her retirement;

WHEREAS, effective January 1, 2014 the Borough required all police retirees, who are not Medicare eligible, and their eligible dependents to enroll in a separate plan known as MYWAY HRA (MYWAY);

WHEREAS, the PBA grieved this change in benefits as a violation of the parties' 2011-2014 CNA, asserting that the level of benefits under the MYWAY Plan are not "equal to or better" than the level of benefits provided to these retirees under their former coverage;

WHEREAS, the Borough denied this allegation and asserted that the MYWAY plan was equal to or better than any of the other plans;

WHEREAS, the grievance was subsequently submitted to the New Jersey Public Employment Relations Commission (PERC) for the appointment of an arbitrator, and PERC appointed Robert Gifford to preside over this dispute and assigned the matter PERC Docket No. AR-2014-545;

WHEREAS, the parties desire to resolve this dispute amicably and without the need to conduct a hearing before Mr. Gifford.

NOW, THEREFORE, BE IT RESOLVED that the parties hereby agree to the following terms and conditions:

1. All police retirees, who are not Medicare eligible, will be permitted to remain in the MYWAY Plan or, instead, enroll in the POS Plan. Those retirees opting to switch from the MYWAY Plan to the POS Plan must advise the Borough in writing on or before October 15, 2014. If any retiree elects not to notify the Borough, he/she shall continue to receive coverage under the MYWAY Plan.

2. For those retirees who opt to switch to the POS Plan, said coverage shall commence on November 1, 2014. The Borough shall reimburse said retirees all costs incurred between January 1, 2014 and October 31, 2014 which were previously covered under their respective health plan and which are not covered by the MYWAY plan.

3. As for those retirees who opt to remain in the MYWAY Plan, the Borough shall reimburse said retirees all costs which were previously covered under their respective health plan and which are not covered by the MYWAY Plan.

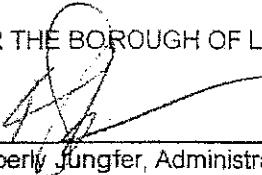
4. Subject to the above terms, and subject to future negotiations, to the extent same is negotiable, or unless otherwise agreed by the parties, the parties agree and expressly recognize that police officers retiring after the full execution of this Agreement shall continue to be entitled, pursuant to Articles XVII and XVIII of the 2011-2014 CNA, to receive the same level of benefits as provided to him/her immediately prior to retirement. Notwithstanding same, the Borough retains the authority under Article XVII, Section 1, to "provide medical insurance coverage through another carrier or provider as long as the benefits levels are equal to or better than what is currently contracted for under" HBC/BS.

5. The PBA shall withdraw its above-referenced grievance with prejudice. Mr. Gifford shall be the Parties' selected arbitrator to enforce the terms of this Agreement, as well as any concerns relative to the manner in which benefits are provided to Medicare eligible retirees pursuant to the CNA. Notwithstanding the selection of Mr. Gifford as the Arbitrator, the Parties expressly agree to utilize the negotiated grievance procedure to resolve any dispute over this Agreement prior to resorting to arbitration with Mr. Gifford.

6. The parties shall share equally in the cost of Mr. Gifford's services, if any. Each party shall be responsible for its own attorneys' fees.

7. The Parties recognize that prospective retirement benefits for active employees may be subject to future negotiations and determined by future CNAs.

FOR THE BOROUGH OF LITTLE SILVER



Kimberly Jungfer, Administrator/Clerk

Dated: 9/18/14

FOR PBA LOCAL 359



Peter Giblin, Vice President

Dated: 9/18/14