

March 8, 2023

BOROUGH OF BRADLEY BEACH

RESOLUTION 2023-100

RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT WITH N.J. P.B.A. LOCAL NO. 50 MEMORIALIZING THE TERMS OF THE PARTIES' SUCCESSOR COLLECTIVE BARGAINING AGREEMENT

Mayor Fox offered the following Resolution and moved its adoption:

WHEREAS, the prior Collective Bargaining Agreement between the Borough of Bradley Beach (the "Borough") and N.J. P.B.A. Local No. 50 (the "PBA") has expired; and

WHEREAS, the Borough and the PBA have negotiated a successor agreement, subject to the approval of the Borough, ratification by the PBA, and codification of certain aspects thereof; and

WHEREAS, the Borough and the PBA have both agreed to the terms and conditions of a successor Collective Bargaining Agreement with certain terms and conditions set forth in the Memorandum of Agreement attached hereto as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED that the Governing Body of the Borough of Bradley Beach, County of Monmouth, State of New Jersey hereby approves the Memorandum of Agreement attached hereto as Exhibit A, and hereby authorizes the:

- (1) Execution of the Memorandum and deliver same to the PBA; and
- (2) Preparation of the final, successor Collective Bargaining Agreement, per the terms of the Memorandum, for presentation to the Governing Body for approval; and

Seconded by Councilperson DeMarco and adopted upon the following vote:

	AYES	NAYS	ABSTAIN	ABSENT
Ms. DeMarco	X			
Ms. DeNoble	X			
Mr. Gubitosi	X			X
Mr. Weber				
Mayor Fox	X			

CERTIFICATION

I, Erica Kostyz, Borough Clerk of the Borough of Bradley Beach, Monmouth County, New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Mayor and Council at the March 8, 2023 Council Business Meeting.

Erica Kostyz
Erica Kostyz, RMC, CMR
Municipal Clerk

MEMORANDUM OF AGREEMENT

Agreement made this *2nd* day of *MARCH* 2023, by and between **Policemen's Benevolent Association Local 50, Bradley Beach Unit** (hereinafter "**PBA Local 50**") and the **Borough of Bradley Beach** (hereinafter "**the Borough**").

WHEREAS, the Borough and PBA Local 50 are parties to a Collective Negotiations Agreement (CNA) covering the period January 1, 2020 through December 31, 2022; and

WHEREAS, the Borough and PBA Local 50 have been engaged in good faith collective negotiations for the purpose of reaching agreement on terms and conditions of employment for a successor CNA; and

WHEREAS, the Borough and PBA Local 50 have reached agreement on new terms and conditions subject to ratification by the membership of PBA Local 50 and approval by the Mayor and Council of the Borough; and

WHEREAS, the negotiating committees for the Borough and PBA Local 50 unanimously agree to recommend this agreement for ratification and approval;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and undertaking herein set forth, the parties agree as follows.

1. Except as herein modified, the terms and conditions set forth in the 2020 through 2022 CNA between the Borough and PBA Local 50 shall remain in full force and effect.
2. Where applicable, dates throughout the agreement shall be adjusted to reflect the term of January 1, 2023 through December 31, 2026.
3. All typographical errors shall be corrected and non-substantive language shall be cleaned up and/or clarified.

4. **ARTICLE II - COLLECTIVE BARGAINING PROCEDURE**

Section C: shall be revised as follows:

Employees of the Borough who may be designated by the Association to participate in collective bargaining meetings called for the purpose of the negotiations of a collective bargaining agreement will be excused from their work assignments but shall remain subject to call.

5. ARTICLE III – CONDUCTING ASSOCIATION BUSINESS ON BOROUGH TIME

a. Section A: Add the following at the end of the current Section A:

No more than two members of the grievance committee from Bradley Beach shall conduct said business while on duty at any one time under this Section. The Association shall provide a list, in writing, of the Association Grievance Committee members by January 15th of each calendar year to the Mayor or designee and the Chief.

b. Section B: Add the following at the end of the current Section B:

The Association shall provide a list, in writing, of the Association Negotiations Committee members by January 15th of each calendar year to the Mayor or designee and the Chief.

6. ARTICLE V - ARBITRATION

Delete this Article and merge with Article VI, as set forth below.

7. ARTICLE VI – GRIEVANCE PROCEDURE

a. Section B: Add new subsection 2:

2. The term “days” shall mean working days, defined as Monday through Friday, excluding holidays, whether the employee(s) work the day(s) or not.

b. Section C(1): Shall be revised as follows:

1. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety, unless any step is waived by written mutual consent of the applicable parties.

c. Section C, Step 2: Shall be revised as follows:

(a) In the event the grievance is not settled through Step One, the same shall be reduced to writing by the Association and signed by the aggrieved and filed with the ~~Commissioner of Public Safety or his representative~~ Mayor or designee within fifteen (15) days following the determination by the Chief of the Department.

(b) ~~The Commissioner of Public Safety or his representative~~ Mayor or designee or the Association shall render a decision in writing within fifteen (15) days from the receipt of the grievance.

d. Section C, Step 3 (a) (b) and (c): Shall be revised as follows:

(a) If the grievance is not settled through Steps One and Two, either party (defined as the Association or the Borough) may refer the matter to the Public Employment Relations Commission within ten (10) days after the determination by the ~~Commissioner of Public Safety~~ Mayor or designee. An Arbitrator shall be selected pursuant to the Rules of the Public Employment Relations Commission.

(b) However, no Arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision of the ~~Commissioner of Public Safety of the Borough~~ Mayor or designee. In the event the aggrieved elects to pursue his appellate right in accordance with New Jersey statutes, the Arbitration Hearing shall be cancelled and the matter withdrawn from Arbitration. The Association shall pay whatever costs may have been incurred in processing the case to Arbitration.

(c) The Arbitrator shall be bound by the provisions of this Agreement and restricted in the application of the facts presented to him in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto. After hearing the dispute, the Arbitrator shall render his decision within thirty (30) days. The decision of the Arbitrator shall be final and binding, subject to applicable law.

(d) [Shall remain unchanged]

8. **ARTICLE VII – MANAGEMENT RIGHTS**

Section 3: Amend as follows:

To suspend, demote, discharge or take any other disciplinary action for ~~good and~~ just cause, according to law.

9. **ARTICLE VIII – HOURS AND OVERTIME**

Section J: Amend as follows:

The term “emergency” as used within this article includes but is not limited to civil disturbances, riots, disorderly assemblages, and disasters or other serious occurrences...”

10. **ARTICLE IX – SALARIES**

- a. Section A: Revise as follows:

Base annual salaries for Employees covered by this Agreement shall be as set forth in Appendix A-1 through A-7 ~~A-2~~ annexed hereto.

- b. All salary increases are effective and retroactive to January 1, 2023.

- c. Section C: Shall be revised as follows:

Any police officer assigned by the Chief of Police to engage in police duties as Traffic Safety Officer shall be paid an additional \$1,000.00 above the comparable rank of uniformed officers per year, pro-rated for the time said police officer is so assigned.

- d. Section D: Shall be revised as follows:

Any police officer assigned by the Chief of Police to engage in police duties as Terminal Agency Coordinator shall be paid an additional \$500.00 above the comparable rank of uniformed officers per year, pro-rated for the time said police officer is so assigned.

- e. Section E: Shall be revised as follows:

Any police officer assigned by the Chief of Police to engage in police duties as Crime Prevention Officer shall be paid an additional \$500.00 above the comparable rank of uniformed officers per year, pro-rated for the time said police officer is so assigned.

- f. Section F: Shall be revised as follows:

Any police officer assigned by the Chief of Police to engage in police duties as Firearms Instructor shall be paid an additional \$1,000.00 above the comparable rank of uniformed officers per year, pro-rated for the time said police officer is so assigned.

- g. Section G: Shall be revised as follows:

In addition to the above, there shall be payable to each police officer covered by this Agreement, an additional \$500.00 per year deemed night differential payment pro-rated for the time period said police officer is working for the Department.

11. ARTICLE X – LONGEVITY

Delete Article.

12. ARTICLE XI – SICK LEAVE

- a. Section A: Add the following at the end of the current section:

The time frame for reporting an absence for sick leave shall be no later than four (4) hours in advance of the Employee's tour of duty.

b. Section E: Delete the following:

~~Said employee shall receive three (3) extra vacation days for the second year and three (3) extra vacation days in each consecutive, continuous year thereafter if no sick leave is taken in any such year.~~

c. Section F: Amend as follows:

Sick leave claims shall be approved by the Chief of Police who satisfies himself that they are justified before certifying them to the ~~Borough Clerk~~ Borough Administrator.

d. Section H: Add the following at the end of the current section:

The provisions of this section shall only apply if the employee provides medical certification at least every four (4) weeks certifying their illness.

e. Section I: Amend as follows:

Employees hired prior to January 1, 2001 shall be able to cash in their accumulated sick time at retirement. In the event the total amount of accumulated sick time exceeds \$100,000, it shall be paid over a three year period in equal increments. In the event of the death of a member, said payout shall be paid to the estate of the employee. The cash at separation for accumulated sick time for Employees hired after January 1, 2001 shall not exceed 150 days value and shall be paid at the pay scale of the individual officer at the time of retirement of said officer. For employees hired after January 1, ~~2013, the maximum amount of accumulated sick leave that can be paid out to the Employee shall be twenty-five thousand dollars (\$25,000). For employees hired after January 1, 2014, the maximum amount of accumulated sick leave that can be paid out to the Employee shall be twenty thousand dollars (\$20,000).~~ 2012, the maximum amount of accumulated sick leave that can be paid out to the Employee shall be fifteen thousand dollars (\$15,000).

13. ARTICLE XII – PERSONAL DAYS

a. Shall be revised as follows:

Each police officer shall be entitled to six (6) personal days off per year (provided said police officer obtained one week's advance approval by the Chief of Police as to the specific requested days off) except in cases of personal emergency and if said personal day off is not used, then and in that event, unused personal leave days shall accumulate and be paid at the straight time daily rate for said officer on the first pay date after November 15th of each year.

Effective January 1, 2023, all police officers shall be entitled to three (3) personal days off per year. Patrol officers shall have three (3) of the formerly six (6) personal days converted to vacation days, which is reflected in Article XVI. Sergeants, Lieutenants and Captains shall have two (2) of the formerly six (6) personal days rolled into salary and one (1) personal day converted to a vacation day, which is reflected in Article XVI. Effective January 1, 2023, there shall no longer be a payout for unused personal days.

14. ARTICLE XIV – HOSPITALIZATION AND INSURANCE AND PRESCRIPTION DRUG PLAN

- a. Section D: Shall be replaced with the following:

The Borough shall continue to provide the prescription drug insurance plan under the New Jersey State Health Benefits Plan that are in effect related to the prescription plan so selected by the applicable active and retired police officers. Retired police officers shall mean those officers who have retired with twenty-five (25) years or more of service or retired due to a state approved disability. The definition of retired police officer shall be pursuant to the New Jersey Police and Fire Retirement System definitions, for employees on staff as of January 1, 1998 and thereafter.

- b. New Section: Shall be added after D, all other sections shall be renumbered:

The level of coverage, co-pays and all monetary benefits, as well as all other aspects of coverage under the New Jersey Health Benefits Program are established solely by the New Jersey State Health Benefits Commission (“Commission”). The Commission’s decisions are solely within their discretion and are not subject to negotiation.

- c. Section F: Delete

15. ARTICLE XV – INJURY LEAVE

- a. Section C: Shall be revised as follows:

The provisions herein recited in the event of physical injury to a member of the Association shall not exceed the term or period of one hundred eighty (180) calendar days from the onset of said injury. The time wherein said member of the Association is not permitted or is unable by reason of certification by the Borough physician to perform such duties as shall be directed by the Chief of Police, or his designee, resulting from the said physical injury shall not be charged against sick leave of the said Association member.

- b. Section D: Shall be revised as follows:

The Borough retains the right in its discretion to extend the period of payment referred to in all of the sections hereinbefore recited, due to illness or injury, beyond the term of 180 calendar days if permitted by law. The Borough’s decision pursuant to this Section may

be grieved, but the decision rendered at Step 2 shall be final and cannot be advanced to arbitration.

16. **ARTICLE XVI – VACATIONS**

Replace the entire Article as set forth below:

A. Regular full-time Employees shall receive vacation credits of one (1) working day for each month of service up to ten (10) full years, and one-half (1/2) working day extra for each year after completion ten (10) full years of service, up to a maximum of twenty-three (23) working days. In addition to the above schedule, additional vacation days shall be credited under the following schedules:

1. Effective January 1, 2013, there shall be one (1) additional vacation day provided to all employees on January 1 of each year;

2. a. Effective January 1, 2023, there shall be three (3) additional vacation days provided to every member below the rank of Sergeant on January 1 of each year;

b. Effective January 1, 2023, there shall be one (1) additional vacation days provided to every member in the rank of Sergeant, Lieutenant and Captain on January 1 of each year;

3. All employees shall receive one (1) additional vacation day after completion of five (5) years of service on January 1 of each year;

4. All employees shall receive two (2) additional vacation days after completion of ten (10) years of service on January 1 of each year; and

5. All employees shall receive one (1) additional vacation day after completion of fifteen (15) years of service on January 1 of each year.

The total annual amount of vacation leave available to bargaining unit members, as established by all of the provisions of Sections A(1) through A(5) above in total, shall be as follows as of January 1 of each calendar year of the Agreement.

(Patrol/Detectives)

<i>Years of Service</i>	<i>Vacation Days</i>
0-5	16
6-10	17
11	19.5
12	20
13	20.5
14	21
15	21.5
16	23
17	23.5
18	24
19	24.5
20	25
21	25.5
22	26
23	26.5
24	27
25	27.5

(Sgt.,Lt.,Capt.)

<i>Years of Service</i>	<i>Vacation Days</i>
0-5	14
6-10	15
11	17.5
12	18
13	18.5
14	19
15	19.5
16	21
17	21.5
18	22
19	22.5
20	23
21	23.5
22	24
23	24.5
24	25
25	25.5

All vacations shall be taken during the current year, unless vacation cannot be taken due to business necessity. Vacation time shall not accumulate except with the written permission of the Mayor or designee. Vacation schedules shall be approved by the Chief of Police.

B. The choice of vacation time shall be based upon seniority in service and one man per week will be entitled to take vacation during the months of June 15th through September 15th. Two men per week shall be permitted to take vacation during all other times. Vacation time allowed by seniority shall be such that there will be a maximum of two (2) weeks per man during the time of June 15th through September 15th. Vacation weeks may be taken consecutively.

C. Choice of Christmas and New Year's week will be determined by rank and seniority, at the discretion of the Chief of Police, and shall be rotated.

17. **ARTICLE XVII – DISCHARGE AND SUSPENSION**

Section A: Amend as follows:

No employee shall be disciplined or discharged without just cause. An Employee who has been disciplined or discharged may grieve such action in accordance with the provisions hereinafter set forth in Article VI, entitled Grievance Procedure or may avail themselves of the statutory appeal procedure set forth in Title 40A of the New Jersey revised statutes, as appropriate.

18. **ARTICLE XVIII – PENSIONS**

Replace this Article with the following:

The Borough shall continue to make contributions pursuant to the laws and statutes of the State of New Jersey.

19. **ARTICLE XX – DEATH IN FAMILY**

Section A: Shall be revised as follows:

Permanent employees shall be granted ~~time off without loss of regular straight time pay under Borough Ordinance 78-7a of the Revised General Ordinances of the Borough of Bradley Beach,~~ up to three (3) days leave with pay in the event of a death in his immediate family. Immediate family is defined as spouse, father, mother, brother, sister, son, daughter, stepchild, including mother-in-law, father-in-law, step-mother, step-father, step-sister and step-brother, step parent-in-law, grandmother, grandfather, domestic partner (as defined by law) or relative living with the employee. Notice of such absence shall be given to the desk man who shall in turn notify the highest ranking police officer on duty at the time or the Chief of Police, as soon as possible, preferably before the Employee's starting time for the first day of the intended absence.

10. **ARTICLE XXI – MISCELLANEOUS**

a. Section B: Revise as follows:

The Borough shall provide a bulletin board in a conspicuous location in the Police Department Headquarters, for the use of the Association, for posting notices concerning Association business and activities only. All such notices shall be posted only upon the authority of officially designated Association representatives and shall not contain malicious, inflammatory or annoying material and shall be on Association letterhead or signed by the Association President.

b. Section D: Delete

~~It is hereby specifically provided that all members of the Bradley Beach Police Department who are not also members of the P.B.A. Local 50, shall pay a fee equivalent to 85% of the P.B.A. Local No. 50 membership dues to reimburse the Local for its efforts expended on their behalf.~~

21. **NEW ARTICLE – OFF DUTY EMPLOYMENT**

Add the following:

A. If any person, organization or agency desires the services of police officers, such person, organization or agency shall pay directly to the Borough, through its designee, ninety-three (\$93.00) dollars per hour. This amount shall be paid to the police officer(s) engaging in the off-duty employment in the pay period following the work. The private employer shall also pay the rate of Twenty-Five (\$25.00) Dollars per day per officer employed to the Borough, through its designee, which sum is to be used for filing fees and administrative expenses. The private employer shall also be charged the sum of One Hundred (\$100.00) Dollars per day for the use of each police vehicle.

B. The Borough or its designee and the person, organization or agency contracting the work shall estimate the number of hours anticipated to be worked and payment for said estimate work, along with all other work, shall be paid by the private/governmental employer to the Borough or its designee every two (2) weeks or within seventy-two (72) hours of the end of the assignment, whichever comes first. If additional time worked is required due to unanticipated circumstances and such work is approved by the Borough or its designee, the person, organization or agency contracting the work shall be liable for payment to the Borough for all such additional hours worked at the rate set forth in Section A.

20. **DURATION:** January 1, 2023 through December 31, 2026.

21. Article numbers will be revised.

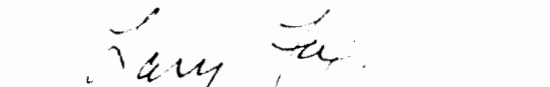
22. All proposals which are not included in this Agreement shall be deemed withdrawn by both parties.

23. This Agreement is subject to ratification by the PBA Local 50 membership and the Mayor and Council of the Borough.

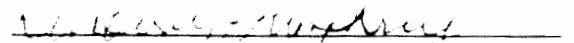
FOR PBA LOCAL 50

FOR THE BOROUGH OF BRADLEY BEACH


Edwin Hernandez, PBA Pres.

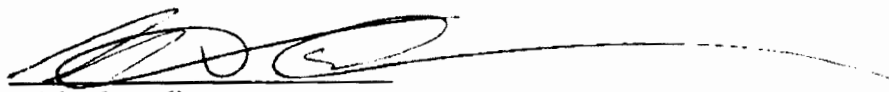

Larry Fox, Mayor


Anthony Badalamenti


Kimberly Humphrey, Borough Administrator



James Arnold



Michael Tardio

APPENDIX A-1

EMPLOYEES HIRED BEFORE JANUARY 1, 2017

	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
Captain 21 +	173,502	180,442	187,660	195,166
Captain 17 +	170,376	177,191	184,279	191,650
Captain 13 +	167,251	173,941	180,899	188,135
Captain	166,251	172,941	179,899	187,135
Lieutenant 21 +	165,833	172,466	179,365	186,540
Lieutenant 17 +	162,844	169,358	176,132	183,177
Lieutenant 13 +	159,858	166,252	172,902	179,819
Lieutenant	159,358	165,752	172,402	179,319
Sergeant 21 +	158,928	165,285	171,897	178,772
Sergeant 17 +	156,064	162,307	168,799	175,551
Sergeant 13 +	153,202	159,330	165,703	172,331
Sergeant	151,202	157,330	163,703	170,331
Officer 21 +	143,233	148,962	154,921	161,118
Officer 17 +	140,675	146,302	152,155	158,241
Officer 13 +	138,118	143,642	149,388	155,364
Officer 9 +	135,560	140,982	146,622	152,486
Officer - Year 8	133,002	138,322	143,855	149,609

*Commencement of employment in any year shall be deemed to have commenced as of January 1 of such year.

APPENDIX A-2

EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2017

	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
Captain 21 +	173,502	180,442	187,660	195,166
Captain 17 +	170,376	177,191	184,279	191,650
Captain 13 +	167,251	173,941	180,899	188,135
Captain	166,251	172,941	179,899	187,135
Lieutenant 21 +	165,833	172,466	179,365	186,540
Lieutenant 17 +	162,844	169,358	176,132	183,177
Lieutenant 13 +	159,858	166,252	172,902	179,819
Lieutenant	159,358	165,752	172,402	179,319
Sergeant 21 +	158,928	165,285	171,897	178,772
Sergeant 17 +	156,064	162,307	168,799	175,551
Sergeant 13 +	153,202	159,330	165,703	172,331
Sergeant	151,202	157,330	163,703	170,331
Officer 21 +	143,233	148,962	154,921	161,118
Officer 17 +	140,675	146,302	152,155	158,241
Officer 13 +	138,118	143,642	149,388	155,364
109 + months	135,560	140,982	146,622	152,487
97-108 months	125,609	130,633	135,859	141,293
85-96 months	115,658	120,284	125,096	130,100
73-84 months	105,707	109,935	114,333	118,906
61-72 months	95,756	99,586	103,570	107,712
49-60 months	85,805	89,237	92,807	96,519
37-48 months	75,854	78,888	82,044	85,325
25-36 months	65,903	68,539	71,281	74,132
13-24 months	55,952	58,190	60,518	62,938
0-12 months	46,000	47,840	49,754	51,744

Academy	42,000	42,000	42,000	42,000
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*Commencement of employment in any year shall be deemed to have commenced as of January 1 of such year.