

## MEMORANDUM OF AGREEMENT

The PBA Local #305 (“Union”) bargaining committee and the Eatontown Borough Administrator, George Jackson, by execution of this document, agree to make the following changes to the Successor Collective Bargaining Agreement between the Union and the Borough of Eatontown (“Borough”). The PBA Negotiating Committee and Mr. Jackson hereby agree to recommend to the Union membership and the Borough Council, respectively, that these changes be made in a successor agreement between the parties. This tentative agreement is subject to the approval of the Union membership and the Borough Council. In addition, the terms of this Memorandum are to be included in a successor collective bargaining agreement between the parties, which agreement is to be approved by the Union and adopted by the Borough Council.

1. Length of Contract: January 1, 2012 to December 31, 2015.
2. Salary increases: 2 % for each year of the 4 year agreement.
3. Article 21, Section 1 shall be changed to read:

“During the term of this Agreement the salaries for all employees covered hereunder shall be as set forth on Schedule A annexed hereto and made part of this contract. The salary guide will include a third schedule for new hires (i.e., those officers hired on or after January 1, 2012).

Police Officers who upon hire must complete the Basic Course for Police Officers shall be paid the “Academy” rate until they have completed said certification. Upon completion or if so certified at time of hire, Police Officers shall be paid at the “Year 1” rate until the completion of their first 12 months of service. For the succeeding years of employment salary “steps” shall commence upon the first day of the year of service (i.e., “Year 2” shall begin on the first day of the second year of service, and so on). For those affected by the third schedule mentioned in this section (hired on or after January 1, 2012), there shall be an additional “step” increase contained within “Year 2” through “Year 6”; however, the number of years of service needed to reach the highest salary level shall not be affected. “

4. Article 3, Section 1 shall be changed to read:

“The Employer shall, at its discretion, permit up to two members of the Union Grievance Committee to conduct the business of the Committee, which consists of conferring with employees and management on specific grievances in accordance with the grievance procedure set forth herein for a reasonable period of time, when necessary, during the duty hours of the member without loss of pay provided the conduct of said business shall not diminish the effectiveness of the Police Department or require the recall of off-duty policemen to bring the Department to its proper effectiveness. Permission for necessary time off as provided in this Section of the Agreement shall not be unreasonably denied.”

5. Article 3, Section 3 shall be changed to read:

“The PBA shall be allowed to have paid leave for the following number of PBA representatives for the following events:

- a. Two PBA representatives may attend up to 2 PBA conventions per year on paid leave. The paid leave shall not exceed 5 working days per representative for each convention. The PBA shall give a minimum of 3 weeks notice to the Borough of the dates and attendees.”

Section b shall be eliminated.

6. Article 4 shall be changed to read:

“The Borough agrees to continue its policy of not discriminating against any employee or applicant because of race, creed, color, national origin, age or sex.”

7. Article 7, Section 7 (new) shall read:

“Employees will be required to attend one annual department meeting to be scheduled by the Chief of Police. If the meeting occurs during an employee’s off duty hours the employee shall receive compensatory time off at a rate of one and one-half times for a minimum of four hours, provided their attendance is not immediately preceding or immediately successive to the employee’s regular work hours. If it is, then they shall be similarly compensated but only for the actual hours expended at a rate of one and one-half times.”

8. Article 9, Section 1 shall read:

“An employee who suffers a death in his immediate family as hereinafter defined shall be entitled to receive a regular day of pay for time lost from work to prepare for and attend the funeral commencing with the day of death and ending with the day of burial up to a maximum of three (3) days, to be expended within seven (7) days of death, provided such days are normal scheduled working days for the employee. Bereavement leave shall be extended to a maximum of five (5) days when the funeral of the deceased is held outside of the State of New Jersey and shall be expended within ten (10) days of death.

9. Article 10, Section 1 shall read:

“During the term of this Agreement, it is recognized that employees are credited with a bank of 8 hour days referred to as Holidays. The total number of Holidays credited to each employee annually is five (5).

10. Article 13. Section 2, second sentence shall read:

“The total reimbursement benefit during this Agreement shall not exceed \$600 per employee.”

11. Article 13, Section 7 shall read:

“Effective January 1, 2012, all employees shall be required to contribute towards the cost of the premium for all health insurance provided under this article in accordance with state law. When not otherwise required by law, the employee’s share shall be 1.5% of his/her salary or 3% of the premium costs, whichever amount is less, up to \$1,000 per annum. Moreover, the prescription co-pays shall be as follows:

A. EPO - \$7 for generic and \$12 for brand name;

B. PPO - \$12 for generic and \$15 for brand name.

12. Article 13, Section 9 shall read:

“Any employee hired on or after January 1, 2012 who is eligible for coverage under the Borough’s policies as a dependent, spouse, or domestic partner of any other Borough employee shall be required to accept coverage under the other Borough employee’s policy and shall not be eligible for “opt-out” compensation or for a separate health insurance policy at the Borough’s expense.”

12. Article 17, Section 1 shall read:

“The Borough shall maintain one (1) official personnel file for each officer and that file shall contain all job performance documents. Each officer covered by this Agreement shall be allowed to examine his personnel file on a reasonable basis which normally shall not exceed four (4) times per year. Such examination shall be conducted in the presence of the Chief of Police or his duly designated representative, and each item in the file shall be outlined and inventoried. An officer shall be entitled to initial and date the inventory to memorialize the review. This privilege does not apply to files of the Internal Affairs Unit.”

13. Article 19, Section 1 shall read:

“The Borough shall conduct each and every internal investigation of alleged misconduct consistent with the provisions and requirements set forth in the current Attorney General Guidelines on Internal Affairs Policy & Procedures, pursuant to NJSA 40A:14-181.”

14. Article 20, Section 1, line 7 shall read:

“Notwithstanding the above, the costs of the arbitrator for minor disciplinary appeals shall be borne by the PBA, unless the arbitrator determines that no discipline of any kind, e.g., counseling, reprimand or suspension is warranted, in which case the costs shall be shared equally as stated in Section 4 of this Article.”

15. Article 20, Section 1, insert new Step 4 which shall read:

“If the grievance is not resolved in Step 3, or if no answer has been received by the PBA within the time set forth in Step 3, the grievance may be presented in writing to the Borough Administrator. The final decision of the Borough Administrator shall be provided to the PBA in writing within fifteen (15) calendar days after receipt of the grievance.”

16. Article 20, Section 1, insert new Step 5 (former Step 4) changing “Mayor of the Borough” to read “Mayor and Council of the Borough”.

17. Article 24, Section 1 shall read:

“Police Officers who retire with 25 or more years of pension service credit in the New Jersey State Police and Firemen’s Retirement System, in the Public Employees’ Retirement System or any combination thereof, or as a result of an accidental disability retirement, or as the result of an ordinary disability retirement, shall be entitled to receive hospitalization, surgical, major medical, optical and dental insurance for the retiree, spouse and dependent children who are 26 years of age or younger. Police Officers hired on or after January 1, 2012 who are granted an ordinary disability retirement must have completed 20 years of service with the Borough of Eatontown to qualify for retiree health benefits. Police Officers who exercise their right to purchase pension credit for years of service in the Armed Services of the United States shall be entitled to credit for such years of military service in connection with the 25 years of service eligibility set forth in this Article. This benefit shall be paid for the by the Borough and shall be available until the retiree reaches age 65, and qualifies to receive Medicare, or has hospitalization insurance from another source, including coverage in

their policy of spouse, whichever occurs first. The retiree is obligated to notify the Borough promptly when other insurance coverage is available, and failure to do so may result in loss of benefits. Upon reaching age 65 and qualifying to receive Medicare, the Borough shall be obligated to reimburse the retiree for the cost of Medicare Part B premiums. Notwithstanding, if the retiree is not eligible for Medicare, he/she shall completely receive health benefits from the Borough. ”

18. Article 24, Section 2 shall read:

“Police Officers who retire with twenty-five (25) years or more of service with the New Jersey State Police and Firemen’s Pension or the Public Employees Retirement System or any combination thereof will receive compensation for unused accumulated sick time at the rate of one day for every two days accrued up to a maximum of one hundred and twenty-five (125) days pay, to be paid immediately upon the officer’s retirement, or in the next succeeding fiscal year once funds become available, if the existing budget appropriation will not allow payment during fiscal year of retirement. For those employees hired on or after January 1, 2012, reimbursement shall be calculated at the following rate:

One third at a daily rate of pay in the calendar year of retirement.

One third at a daily rate of pay in the calendar year preceding retirement.

One third at a daily rate of pay in the calendar year two years preceding retirement.

The daily rate of pay for calculation purposes shall be the employee’s daily rate of pay on the last day worked in the calendar year in question.”

19. Article 24, Section 3 shall read:

“It is understood by and between the parties that police officers retiring on or after January 1, 2012, shall be responsible to contribute to the cost of the premium for all health insurance provided under this Agreement. When not otherwise required by law, the retiree’s share shall be 1.5% of his/her salary or 3% of the premium costs, whichever amount is less, up to \$1,000 per annum. This out of pocket expense shall essentially be frozen at the time of retirement. For those police officers who retired prior to the effective date of this Agreement, their out of pocket expense shall continue to be frozen at its previously existing rate.”

20. Article 25, Section 2 shall read:

“Personal days are not to be applied in any way to add to vacation, sick leave or holiday time without prior approval by the Chief of Police or his designee, and are not accumulative. If an officer is unable to use his personal leave due to Department needs, he/she shall be allowed to carry the unused days over to the next year.”

PBA Local #305

By: \_\_\_\_\_

Dated:

By: \_\_\_\_\_

Dated:

By: \_\_\_\_\_

Dated:

Borough of Eatontown

By: \_\_\_\_\_

George S. Jackson, Borough Administrator

Dated:

**SCHEDULE A**

**PER ANNUM SALARIES**

**FOR EMPLOYEES HIRED PRIOR TO JANUARY 1,  
2008**

	2012	2013	2014	2015
PATROLMAN				
ACADEMY	\$ 37,817	\$ 38,573	\$ 39,345	\$ 40,132
YEAR 1	\$ 53,570	\$ 54,642	\$ 55,735	\$ 56,849
YEAR 2	\$ 71,834	\$ 73,270	\$ 74,736	\$ 76,230
YEAR 3	\$ 82,202	\$ 83,846	\$ 85,523	\$ 87,233
YEAR 4	\$ 92,567	\$ 94,418	\$ 96,307	\$ 98,233
YEAR 5	\$102,938	\$104,997	\$107,097	\$109,239
YEAR 6	\$113,305	\$115,571	\$117,882	\$120,240
SERGEANT	\$124,737	\$127,232	\$129,776	\$132,372

**SCHEDULE A**

**PER ANNUM SALARIES**

**FOR EMPLOYEES HIRED JANUARY 1, 2008 THROUGH DECEMBER 31, 2011**

	2012	2013	2014	2015
PATROLMAN				
ACADEMY	\$ 37,817	\$ 38,573	\$ 39,345	\$ 40,132
YEAR 1	\$ 53,570	\$ 54,642	\$ 55,735	\$ 56,849
YEAR 2	\$ 63,526	\$ 64,796	\$ 66,092	\$ 67,414
YEAR 3	\$ 73,481	\$ 74,950	\$ 76,449	\$ 77,978
YEAR 4	\$ 83,436	\$ 85,105	\$ 86,807	\$ 88,543
YEAR 5	\$ 93,391	\$ 95,259	\$ 97,164	\$ 99,107
YEAR 6	\$ 103,346	\$ 105,413	\$ 107,522	\$ 109,672
YEAR 7	\$ 113,305	\$ 115,571	\$ 117,882	\$ 120,240
SERGEANT	\$ 124,737	\$ 127,232	\$ 129,776	\$ 132,372

**SCHEDULE A**

**PER ANNUM SALARIES**

**FOR EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2012**

		2012	2013	2014	2015
PATROLMAN					
ACADEMY		\$ 37,817	\$ 38,573	\$ 39,345	\$ 40,132
YEAR 1		\$ 53,570	\$ 54,642	\$ 55,735	\$ 56,849
YEAR 2	1/1-6/30	\$ 58,548	\$ 59,719	\$ 60,913	\$ 62,132
YEAR 2	7/1-12/31	\$ 63,526	\$ 64,796	\$ 66,092	\$ 67,414
YEAR 3	1/1-6/30	\$ 68,503	\$ 69,873	\$ 71,271	\$ 72,696
YEAR 3	7/1-12/31	\$ 73,481	\$ 74,950	\$ 76,449	\$ 77,978
YEAR 4	1/1-6/30	\$ 78,458	\$ 80,027	\$ 81,628	\$ 83,260
YEAR 4	7/1-12/31	\$ 83,436	\$ 85,105	\$ 86,807	\$ 88,543
YEAR 5	1/1-6/30	\$ 88,413	\$ 90,181	\$ 91,985	\$ 93,825
YEAR 5	7/1-12/31	\$ 93,391	\$ 95,259	\$ 97,164	\$ 99,107
YEAR 6	1/1-6/30	\$ 98,368	\$ 100,335	\$ 102,342	\$ 104,389
YEAR 6	7/1-12/31	\$ 103,346	\$ 105,413	\$ 107,522	\$ 109,672
YEAR 7		\$ 113,305	\$ 115,571	\$ 117,882	\$ 120,240
SERGEANT		\$ 124,737	\$ 127,232	\$ 129,776	\$ 132,372

