

# **A G R E E M E N T**

**Between**

**BOROUGH OF ISLAND HEIGHTS**

**And**

**NEW JERSEY STATE  
POLICEMEN'S BENEVOLENT ASSOCIATION  
LOCAL NO. 352**

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**January 1, 2019 through December 31, 2023**

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Final Agreement- 8/20/19

**PLOTKIN ASSOCIATES, L.L.C.**  
*Specializing in Public Sector Labor Relations*  
**BY: MYRON PLOTKIN**  
P.O. Box 100  
Leeds Point, New Jersey 08220  
609-652-3838 FAX: 609-652-7994

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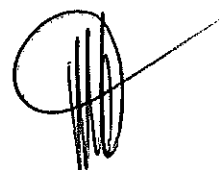
**PREAMBLE**

THIS AGREEMENT, is made this 13 day of September 2019, 2019, by and between the **BOROUGH OF ISLAND HEIGHTS**, a municipal corporation of the State of New Jersey (hereinafter referred to as “the Borough”) and the **NEW JERSEY STATE POLICEMEN’S BENEVOLENT ASSOCIATION, LOCAL 352 (Island Heights)** (hereinafter referred to as “the PBA”).

**PURPOSE**

This Agreement is entered into pursuant to the provisions of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et. seq. The purpose of this Agreement is to set forth the negotiable terms and conditions of employment of the full time police officers employed by the Borough of Island Heights; and to improve and promote harmonious relations between the Borough and the members of its Police Department; to prescribe the rights and duties of the Borough and the police officers; and to provide for the resolution of legitimate grievances consistent with the law and the established practices of the parties, not otherwise modified by this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

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**ARTICLE I**  
**RECOGNITION**

The Borough hereby recognizes the New Jersey State Policemen's Benevolent Association, Inc., Local 352 as the exclusive representative for all regular full-time police officers of the Borough of Island Heights, except the officer officially designated by the Borough as the "Officer in Charge", for the purposes of collective negotiations, processing grievances, and all activities and processes related to those activities.

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**ARTICLE II**

**COLLECTIVE BARGAINING PROCEDURES**

**A. Bargaining Agent**

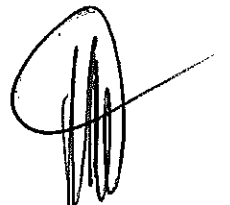
Collective bargaining with respect to rates of pay, hours of work, and other conditions of employment, shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Borough Council of the Borough or its designee, shall be the respective bargaining agent for the Borough.

**B. Meetings**

Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

**C. Attendance at Meetings**

Employees of the Borough who may be designated by the PBA to participate in the collective bargaining meetings called for the purpose of negotiation of a collective bargaining agreement will be excused from their work assignments. No more than one (1) member of the PBA's negotiations committee who is on duty, shall be excused from his/her work assignment to attend a negotiation session.

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**ARTICLE III**  
**GRIEVANCE PROCEDURE**

**A. Definition**

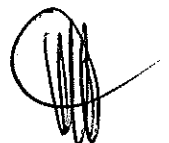
A grievance within the meaning of this Agreement shall be any controversy or dispute arising between the parties hereto relating to any matter of terms and conditions of employment, including discipline.

**B. Procedure**

1. An aggrieved employee shall present his/her grievance in writing to the PBA within five (5) working days of knowledge of its occurrence or the PBA may deemed the grievance to be waived. Working days shall include Monday through Friday and shall not include Saturday or Sunday. The PBA shall make a determination as to the validity of the alleged grievance within five (5) days of receipt. If the grievance is deemed valid, the PBA shall take the following steps:

**Step 1:** Within five (5) working days (no more than fifteen (15) working days from the date of the occurrence giving rise to the grievance or of the employee obtaining knowledge of the occurrence), the President of the PBA or his/her duly authorized designee shall present and discuss the grievance orally with the Officer in Charge or his/her designee. The officer in Charge shall answer the grievance in writing within five (5) working days of its presentation.

**Step 2:** If the employee or the PBA is not satisfied with the disposition of the grievance at Step 1, then the employee and/or representative of the PBA shall present the grievance in writing to the Mayor or his/her designee ~~Chairperson of the Borough's~~



~~Police Committee~~, who shall have ten (10) working ~~days in day sin~~ which to arrange and hold a meeting to discuss the grievance. The employee and/or a representative of the PBA, or the employee individually, but in the presence of a representative of the PBA, shall meet with the Mayor or his/her designee ~~Chairperson of the Borough's Police Committee~~ to discuss the grievance. In the event the grievance is not satisfactorily adjusted at the meeting, the Mayor or his/her designee ~~Chairperson of the Borough's Police Committee~~ shall render a written decision on ~~in~~ the grievance within ten (10) working days of the meeting, and shall serve the said decision on the employee and the PBA.

**Step 3:** If the employee and/or the PBA are not satisfied with the results of Step 2, the PBA shall notify the Mayor and Borough Council that the PBA wishes to present the grievance to the Borough Council. The PBA shall submit such notice within ten (10) working days of the receipt of the written decision from Step 2. The PBA shall be permitted to meet with and discuss the grievance with the Mayor and Borough council at the next regularly scheduled meeting of the Borough Council following submission of the notice by the PBA, including caucus meetings. In the event the grievance is not satisfactorily adjusted at the meeting, the Borough shall render a written decision on the grievance within ten (10) working days of the meeting.

**Step 4:** If the PBA is not satisfied with the results of Step 3, the PBA, if finding the grievance to be meritorious, may submit the grievance to binding arbitration, utilizing the services of the arbitration panel provided by the Public Employment Relations Commission (PERC). The PBA shall have fifteen (15) working days to submit the matter for arbitration to PERC, with notice of its submission of the grievance to

arbitration being provided to the Borough. The findings and the decision of the arbitrator shall be binding on all parties.

**C. Time Limits**

1. The failure of the PBA or employee to move the grievance to the next step within the time period set forth herein shall be deemed to conclude the grievance and the right to move the grievance to the next step shall be waived.

2. These time limits may be extended upon mutual written agreement between the parties.

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ARTICLE IV

RIGHTS AND PRIVILEGES OF PBA LOCAL #352

**A. Information**

The Borough agrees to make available to the PBA all public information concerning negotiable matters between the Borough and the PBA, and information necessary to permit the PBA to process grievances and represent police officers in all disciplinary matters. All requests shall be made through the Officer in Charge or other individual designated by the Borough.

**B. Attendance at Conventions**

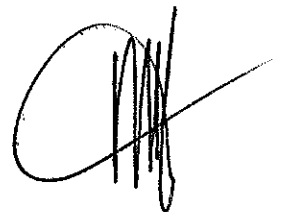
The Borough agrees to grant the necessary time off without loss of pay to attend all State and National conventions of the Policemen's Benevolent Association as provided by law, including N.J.S.A. 40A:14-177.

**C. Bulletin Board**

The Borough will provide a bulletin board in a conspicuous location in police headquarters for the use of PBA Local #352 in posting notices concerning PBA business and activities. Said bulletin board shall be under the control of the PBA's representative.

**D. Use of Facilities by PBA**

The PBA and its representatives may have the right to use municipal buildings at all reasonable hours for meetings; however, approval is required. Such approval shall not be unreasonably withheld. The Borough Clerk shall be notified in advance of the time and place of all such meetings.

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**E. PBA Comments at Meetings**

A representative of the PBA may speak to the members of the bargaining unit at the end of any meeting providing no interference occurs with the normal operation of the Department.

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**ARTICLE V**  
**MANAGEMENT RIGHTS**

A. The Borough hereby retains and reserves unto itself, without limitation except as provided by this Agreement, all powers, rights, authority, duties and responsibilities conferred upon it and vested in it prior to the signing of the Agreement by the Laws and Constitution of the State of New Jersey and the United States including, but without limiting the generality of the foregoing, the following rights:

1. The executive, management and administrative control of the Borough Government and its properties, facilities and activities of its employees.
2. To hire all employees and subject to the provisions of law, to determine their qualifications and terms for continued employment or assignment, and to promote and transfer employees.
3. To suspend, demote, discharge or take any other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Borough, the adoption of policies, rules, regulations, and practices and the furtherance thereof and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement and then only to the extent that such terms are in conformance with the Constitution and Laws of New Jersey and of the United States.



**ARTICLE VI**

**HOURS OF WORK/OVERTIME**

**A. Work Day/Work Week**

1. A work day shall be defined as eight (8) or twelve (12) hours in accordance with the Pitman Schedule as in effect on December 31, 2018. ~~starting at 2300 hours and ending at 2300 hours.~~

2. A work week shall be defined as 0700 2300 hours Saturday to 0659 2300 hours Saturday.

3. The hours related to work shifts shall continue to be in accordance with the Pitman Schedule (twelve (12) hour and eight (8) hour shifts) as in effect on December 31, 2018. The total number of work hours in a year (excluding overtime) shall not exceed 2080.

**B. Overtime**

1. Officers shall have the option of being paid at the rate of one and one-half times his/her regular rate of pay or receiving compensatory time at the rate of one and one-half for all work performed in excess of his/her regular work day, or eighty (80) hours in any two (2) week pay period inclusive of paid leave time. Any overtime worked on a holiday shall ~~would~~ be paid at two times the officer's regular rate of pay.

2. ~~Overtime will be worked only when necessary and when the employees are expected to work necessary overtime.~~



3. ~~Compensatory time earned by an officer during the first eleven months of any year together with any time carried over from a previous year must be used in that calendar year. Any compensatory time earned in the twelfth month of the year must be used in the following calendar year.~~

4. ~~An Full time police officers covered by this agreement shall only be allowed to accrue and maintain a maximum of one hundred sixty (160) hours of compensatory time for overtime worked. An officer shall receive overtime pay at the rate of time and one-half for any overtime hours worked once the officer has accumulated one hundred sixty (160) hours of compensatory time. ~~in excess of 160.~~~~

**C. Call-Back**

For all work caused when an officer is called to duty during ~~on~~ what is his/her off hours, the officer shall be paid overtime at the rate of time and one-half for a minimum of three (3) hours. If the said minimum three (3) hours call-back time overlaps with the officer's regular shift, the officer shall not be paid overtime for the period of the overlap. Instead, that time shall be included with his/her normal compensation.

**D. Court Time**

An officer's appearances in court shall be governed by the provisions of this ARTICLE. That is, if the officer's court appearances are not during his/her normal work hours, the officer will be compensated according to the overtime and minimum call-back provisions of this ARTICLE, including the provisions prohibiting payment for call-back time which overlaps



with the officer's normal shift. If the court appearance occurs during the officer's normal work shift, he/she shall receive no additional compensation.

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ARTICLE VII

HOLIDAYS

A. 1. The following are the recognized thirteen (13) holidays:

- New Year's Day
- President's Day
- Lincoln's Birthday
- Easter Sunday
- Memorial Day
- July 4<sup>th</sup> (Independence Day)
- Labor Day
- Columbus Day
- Election Day
- Veteran's Day
- Thanksgiving Day
- Thanksgiving Friday (Day after Thanksgiving)
- Christmas Day

2. Legal holiday tour of duty shall be distributed equitably among the employees by the Officer in Charge. If the employee actually works on a holiday, the employee shall be paid time and one-half for working that day, payable with the next regularly scheduled payment of overtime.

~~3. Effective January 1, 2007, employee's base salaries shall reflect the inclusion of holiday pay.~~



**ARTICLE VIII**

**VACATIONS**

**A. First Year of Employment**

Annual vacation leave with pay shall be earned at the rate of eight (8) working hours of leave for each calendar month of service during the remainder of the first calendar year of employment.

**B. Beginning the Second Calendar Year of Employment**

Commencing on an employee's second calendar year of employment, annual vacation leave shall be as follows:

- Beginning the 2<sup>nd</sup> calendar year.....96 working hours
- Beginning the 3<sup>rd</sup> through 10<sup>th</sup> calendar year .....120 working hours
- Beginning the 11<sup>th</sup> through 15<sup>th</sup> calendar year.....160 working hours
- Beginning the 16<sup>th</sup> + calendar years.....200 working hours

**C. Use of Vacation/Carry Over**

1. Employees will, with due consideration of the needs of the Borough, be permitted to take their vacation at times they request. However, all vacation dates must be approved by the Officer in Charge or his duly designated representative.

2. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the Officer in Charge and/or the appointing authority, unless the appointing authority and/or Officer in Charge determines that it cannot be taken because of





pressure of work. In that circumstance only, unused vacation leave may be carried forward into  
the next succeeding year only.

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**ARTICLE IX**

**SICK LEAVE**

**A. Allotment**

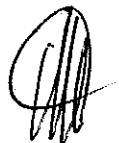
1. Sick leave, with pay, shall accrue to any full-time employee on the basis of at the rate of ten (10) working hours per month during the calendar year ~~in~~ in which the employee commences employment with the Borough. Beginning on January 1 of the next calendar year and for every calendar year thereafter, the employee shall be credited with one hundred twenty (120) working hours of sick leave with pay.

**B. Accumulation**

1. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used when needed for sick leave purposes. The maximum amount of accumulated sick leave which may be carried from year to year shall be four hundred eighty (480) working hours of sick leave. At the end of each calendar year, the Borough agrees to buy back all sick leave hours accumulated in excess of four hundred eighty (480) at 50% of the employee's hourly rate of pay.

**C. Notification**

1. If any employee is absent for reasons that entitle him/her to sick leave, his/her supervisor shall be notified promptly, but no later than the employee's usual reporting time, except in the event of an emergency. In those situations where a notice must be made prior to the employee's starting time, the employee shall endeavor to provide such notice ahead of time.



2. Failure to notify the employee's supervisor may be cause for denial of the use of sick leave with pay for that absence, and may constitute cause for disciplinary action.

**D. Verification**

1. An employee who is on sick leave for (3) or more consecutive working days may be required to submit acceptable medical evidence substantiating the illness. An employee who has been absent on sick leave for periods totaling fifteen (15) working days in one calendar year, which absences are made up of less than three (3) days of each, may be required to submit acceptable medical evidence of any additional sick leave in that year, unless such illness is of a chronic or recurring nature requiring absences of one (1) day or less. In that case, the employee may submit one (1) certificate of each six (6) month period indicating the recurring nature of the illness.

**E. Compensation For Unused Sick Leave Upon Retirement**

1. Upon retirement of a full time police officer covered by this agreement, ~~n employee,~~ the Borough shall pay the employee for all his/her accumulated sick leave up to a maximum dollar amount of \$15,000.00 paid at the rate of fifty (50) percent of the value of each accumulated sick leave hour at the time of the officer's retirement. ~~of four hundred eighty (480) hours, which was earned and not used during the employee's employment with the Borough except for the one Off-Guide employee (OG-2) having in excess of the 480 accrued hours at the time of the signing of this Agreement who shall be allowed to carry forward the hours in excess of the 480 hours and be compensated for all of such sick leave in excess of 480 hours.~~



2. The Borough shall have the option of purchasing an annuity contract which shall provide the retiring employee with the option of receiving either a lump sum or a two (2) or three (3) year payout.

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**ARTICLE X**

**TEMPORARY LEAVES OF ABSENCE (WITH PAY)**

**A. Personal Leave**

1. All employees shall be granted up to twenty-four (24) working hours of leave per year for personal reasons. This shall not be charged against compensatory time or any other leave of absence.
  
2. Unused personal leave shall not accumulate from year to year.
  
3. Non-emergent personal leave is subject to two (2) days advance notice and approval by the Officer in Charge or his/her appointed designee.
  
4. It is understood that personal leave shall not be granted due to requirements of a second job.

**B. Bereavement Leave**

1. Each employee will be granted forty (40) working hours of leave with pay upon the death of a member of his/her immediate family. Immediate family members include spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, grandparents and grandchildren of both the officer and/or his/her spouse.
  
2. Each employee will be granted twelve (12) working hours of leave with pay upon the death of other members of his/her family. Other family members include uncles, ~~aunts~~ aunts and aunts and cousins of both the officer and/or his/her spouse.

**C. Jury Duty Leave**

1. Time as necessary to perform Jury Duty, if required to do so, shall be granted in addition to any other paid leave of absence. An employee on Jury Duty shall be relieved of working for his/her shift on that day and not be required to work another shift or day in lieu of that shift or day. It is understood that the employee shall be only be released from work for such time as the officer is actually on Jury Duty.



**ARTICLE XI**

**LEAVES OF ABSENCE (WITHOUT PAY)**

**A. Requests for Leave**

1. Leaves of absence without pay may be granted by the Borough provided it does not disrupt operations.

2. A request for a leave of absence without pay shall be presented to the Officer in Charge in writing.

3. A leave of absence without pay shall not exceed six (6) months per calendar year. It may be renewed not more than one (1) time for a like period. An employee who fails to report for work the first day after the expiration of his/her leave shall be considered to have resigned from his/her employment with the Borough.

**B. Return from Leave**

Upon return from an officially approved leave of absence, all benefits achieved prior to such leave of absence shall be restored to the employee; however such absent time shall not count toward accumulation of benefits nor seniority.

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**ARTICLE XII**

**SALARIES**

**A. 2019-2023 “Off-Guide” Officers’ Salaries**

1. The annual salaries of two (2) specified Officers “Off-Guide” for 2019-2023 shall be set as per Appendix A. The two “OG” Officers shall be designated as “OG-1” and “OG-2”. No other Officers shall be placed in an “OG” status.

**B. 2019 Salaries**

1. Effective January 1, 2019, all Officers, except those enumerated in Appendix A, shall receive a 2.5% increase to their 2018 salary retroactive to January 1, 2019 or retroactive to the date of their appointment as full time police officers, whichever is later.

2. Effective January 1, ~~2020~~ 2019, all Officers, except those enumerated in Appendix A, shall be placed on the ~~2020~~ 2019 seven (7) Step salary guide as indicated below and shall advance one Step on their anniversary date in each succeeding year thereafter. On their anniversary dates in calendar year 2020 two (2) officers shall be placed on the guide at Step 2 and one (1) officer shall be placed at Step 3-(example – Step 2 in 2020 2019 moves to Step 3 in 2021 then to Step 4 in 2022, Step 5 in 2023 and Step 6 in 2023)

	<u>2019-</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
<b>Step 1</b>	<del>\$40,000-</del>	\$40,000	\$40,000	\$40,000	\$41,100
<b>Step 2</b>	<del>45,500 (2)-</del>	45,500	45,500	45,500	46,751
<b>Step 3</b>	<del>49,000 (1)-</del>	49,000	49,000	49,000	50,348
<b>Step 4</b>	<del>53,000-</del>	53,000	53,000	53,000	54,458
<b>Step 5</b>	<del>57,000-</del>	57,000	57,000	57,000	58,568
<b>Step 6</b>	<del>61,000-</del>	61,000	61,000	61,000	62,678
<b>Step 7</b>	<del>64,500-</del>	64,500	64,500	64,500	66,274

**CORPORAL** – Corporals shall receive a rank differential of 3.5% above the Step 7 Salary or the “OG-1 or OG-2” salary if being paid, whichever is higher.





SGT – Sergeants shall receive a rank differential of 5% above the Step 7 Salary or the “OG-1 or OG-2” salary if being paid, whichever is higher.

**B. Probationary Period**

The probationary period for an officer shall be ninety (90) days from his/her date of hire as a full-time police officer.

**C. Movement on Salary Guide**

1. Movement to each successive step on the salary guide for officers employed as of January 1, 2006, shall occur each year on January 1 of each year.

2. Movement to each successive step on the salary guide for officers employed after January 1, 2006 shall occur each year on the officer’s anniversary date.

~~C. Movement on Salary Guide~~

~~1. Movement to each successive step on the salary guide for officers employed as of January 1, 2006, shall occur each year on January 1 of each year.~~

~~2. Movement to each successive step on the salary guide for officers employed after January 1, 2006 shall occur each year on the officer’s anniversary date.~~



**ARTICLE XIII**

**UNIFORMS AND EQUIPMENT MAINTENANCE**

**A. Uniforms**

1. Initial Issue

Upon initial employment, the Borough shall supply an officer with the complete police uniforms and all official accessories as authorized by the Officer in Charge. Such initial issue shall be provided to the officer at no cost to the officer.

2. Uniform Allowance

Each full-time officer shall receive an annual uniform allowance, which will be in the amount of twelve hundred dollars (\$1250.00). Such annual payment shall be made no later than the second week of May.

**B. Maintenance (Cleaning and/or Maintenance)**

1. Cleaning/Maintenance Allowance

Each full-time officer shall receive an annual allowance for cleaning and/or maintenance of both clothing and weapons. Such allowance will be paid in the amount of one thousand nine hundred dollars (\$1,050.00). Such annual payment shall be made no later than the second week of May.

**C. Damage to Uniforms and/or Equipment**

If an officer's uniform or equipment is damaged in the line of duty, other than normal wear, the Borough shall have the option to replace or repair the officer's uniform at no cost to the officer or without deduction from the officer's uniform allowance. If the uniform or

equipment is damaged in the line of duty and the damage is caused by the conduct of an individual whom the officer encounters while performing his/her duties, the Borough shall replace or repair the damaged uniform only if restitution is not made by the individual who caused the damage.

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ARTICLE XIV

PROFESSIONAL DEVELOPMENT AND IMPROVEMENT

**A. Educational Stipends**

1. The parties agree that it is in the best interest of the Borough to encourage police officers to further their education in Police Science and subjects related to improving their ability to better serve the community. To that end, the Borough agrees to pay an annual educational stipend as follows:

Associate's Degree/Instructor (designated by the Borough).....	\$1,250.00
Bachelor's Degree.....	2,250.00
Master's Degree.....	3,000.00

2. The education stipend will be added to an employee's base salary for the purposes of pension benefits and computation of overtime, but will not be considered in the calculation of percentage increases to base salary.



**ARTICLE XV**  
**HEALTH INSURANCE**

**A. Medical Insurance**

1. The Borough shall provide to all employees covered by this Agreement and their dependents an insurance plan in accordance with the New Jersey State Health Benefits Plan (NJSHBP) as in effect on December 31, 2018.

2. Effective January 1, 2020 or as soon as possible thereafter, the Borough will provide to all employees covered by this Agreement and their dependents the NJ State Health Benefits Plan (Direct 15) as the base plan. Employee shall have the option and be allowed to "buy up" to the Direct 10 or higher plan if available with any additional premium cost between the Direct 15 and the employee's selected plan being fully borne by the employee.

3. Once the Borough is able to implement the provisions of P.L. 2011, C.78, members of the Bargaining Unit shall be required to pay their applicable share of insurance premiums and/or 1.5% of their salary, whichever is greater.

**B. Optical Plan/Reimbursement**

1. The Borough will pay the entire cost for an officer's eye examination once every two (2) years.

2. The Borough will reimburse an officer the cost of eyeglasses for him and/or his dependents up to a total maximum of three hundred fifty dollars (\$350.00) each year.



**C. Change of Carriers**

1. The Borough reserves the right to change its health insurance plans and/or carriers as long as equal to or better benefits as provided by the NJSHP (Direct 15) are provided. Such plan shall include Horizon Blue Cross/Blue Shield of New Jersey or the equivalent thereof and a Major Medical component or the equivalent thereof.

**D. Retirement**

1. Employees hired prior to January 1, ~~2002~~ 2020 covered by this Agreement who retire after twenty-five (25) years of government public service and their dependents shall be entitled to receive health insurance benefits through the State Health Benefits Plan (NJ Direct 15 or Equivalent) provided by the Borough. ~~or other Borough medical program. Employees hired prior to January 1, 2002 may utilize full-time employment with other municipalities and counties within the State of New Jersey toward the twenty five (25) year employment requirement.~~

2. Employees covered by this agreement who were hired on or after January 1, 2002 who retire after twenty five (25) years of service to the Borough, shall be entitled to retiree only (no spouse or dependent coverage) health insurance coverage (NJ Direct 15 or Equivalent) provided by the Borough.

~~2. Employees hired subsequent to January 1, 2002 will be required to have twenty-five (25) years full-time employment with the Borough of Island Heights.~~

3. Employees hired subsequent to January 1, 2020, who are covered by this agreement will be not be entitled to retiree health insurance coverage paid for by the Borough upon retirement.



**E. Opt-Out Provision**

1. Within the regulations of the carrier, the Borough agrees to establish a Section 125 (I.R.S. Code) Plan for the purpose of making available a cash option. If an employee selects the cash option, it shall be included in the employee's gross income as compensation. If an employee selects the insurance coverage, the value of such coverage is excludable in the employee's gross income as compensation.

a. An employee otherwise entitled to health insurance coverage shall have the option to voluntarily not participate in any or all such plans and withdraw from any such coverage. It is understood that the decision to exercise this option rests solely with the employee. In the event an employee makes such election, the Borough Board shall compensate such ~~employee~~ the sum equal to twenty five ~~five~~ percent (25~~50~~%) of the premium amount saved by the Borough in providing coverage under premium for "single" coverage in the ~~New Jersey Direct 15 Plan (NJSHBP) up to a maximum of \$4,000, whichever is less, or \$3,000, whichever is greater, in lieu of the yearly premium cost for the Plan.~~

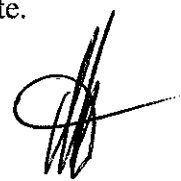
Such cash payment shall be in form of a stipend and shall be paid no later than ~~in~~ ~~two (2) equal~~ ~~installments, the first on February 1st and the second on July 1st of the calendar year in~~ which the non-participation occurs.



b. In order for an employee to be eligible to elect this cash option, for the health insurance plan as per Section A above, an employee must provide documentation to the Borough that they are covered under an alternative health insurance plan other than the New Jersey State Health Benefits Plan.

c. All withdrawals shall be for a full year (January 1 through December 31). Written notification of an employee's intent to elect this withdrawal option must be filed with the Borough during the normal enrollment period. Employees may either re-elect the option of withdrawal during each enrollment period or elect to re-enroll in the insurance plan(s) offered by the Borough. Prior to each re-opener period, the Borough's insurance carrier and/or representative shall hold a meeting with employees considering to elect to withdraw from the Borough's insurance plan and shall apprise them of any and all benefits and/or risks involved should the employee elect such waiver.

2. Notwithstanding the above, an employee who has a change in status (e.g. termination of employment, death, separation, divorce, etc.) which causes the employee to lose his/her alternate health insurance coverage shall be entitled to re-enroll in the health plan during the year provided the employee provides the Borough with notice of the change of status within sixty (60) days of the event causing such change. The Borough's obligation for the cash option shall be prorated for the employee subject to a change in status. If the Borough's health plan does not accept the employee, the Borough will find a comparable plan and pay the premium up to the current amount paid for employees in the Borough's plan. Additional costs above the current cost incurred will be the responsibility of the employee. The employee will be re-enrolled in the Borough's plan at the first permissible date.





3. Such Opt-Out Plan shall provide at no additional cost to the employee, a Flexible Spending Account (FSA). The option of enrolling in the FSA shall be that of the employee.

4. Return to the insurance plan(s) for reasons other than a change in status is subject to the terms of the carrier.

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**ARTICLE XVI**  
**PERSONNEL FILES**

**A. Inspection**

Employees shall have the right to inspect and review their own individual personnel file after proper request to their supervisor or Borough Clerk. Such inspection shall be done in the presence of the supervisor or Borough Clerk. The Borough recognizes and agrees to permit this review and examination at any reasonable time. Employees shall have the right to define, explain or object in writing to anything found in his/her personnel file. The employee will receive copies of any written reprimands, performance evaluations or work commentaries placed in the employee's file. The employee's signature only signifies knowledge of these documents and shall be required.

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**ARTICLE XVII**  
**DISCRIMINATION**

Neither the Borough nor the PBA shall discriminate against any employee of the Borough by reason of race, creed, sex, age, color, political or religious affiliation, national origin or Association activity.

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ARTICLE XVIII

COOPERATION

A. The parties to this Agreement recognize that the welfare of the residents of the Borough, as well as a harmonious employer-employee relationship, requires that the Borough and the PBA implement the terms of this Agreement in a positive and cooperative manner. Both parties recognize that in carrying out this Agreement, certain questions and issues may arise which were unforeseen by the parties at the time that this Agreement was negotiated. Accordingly, both parties commit themselves to the orderly and peaceful settlement of any and all such questions which may arise during the term of this Agreement.

~~B. The parties further agree that it is their intention and desire that there will be no strike or other interruption of the normal work of the Department during the term of this Agreement.~~



**ARTICLE XIX**

**SEVERABILITY**

- A. If any part, clause, portion or ARTICLE of this Agreement shall be subsequently deemed by a Court of competent jurisdiction to be illegal, such clause, portion or ARTICLE shall be deleted. The remainder of the Agreement not so affected shall remain in full force and effect.
- B. If any part, clause, portion or ARTICLE of this Agreement shall be rendered illegal, or modified by any act of the Legislature, or a regulation or order issued by an administrative agency, the particular provision shall be deleted or modified to be consistent with legislative or administrative action and the remainder of the Agreement not so affected shall continue in full force and effect.
- C. If any portion of this Agreement is deemed invalid as set forth in this ARTICLE, the Borough and the PBA agree to meet for the purpose of negotiating appropriate changes in this Agreement to make the Agreement consistent with applicable law.

A handwritten signature in black ink, consisting of a large, stylized initial 'P' followed by a series of vertical and diagonal strokes.

**ARTICLE XX**

**MISCELLANEOUS PROVISIONS**

**A. Legal Aid**

The employer will provide all necessary legal aid and false arrest and liability insurance to all personnel covered by this Agreement in the performance of their duties.

**B. Copies of Agreement**

Copies of this Agreement shall be printed at the expense of the employer after agreement with the PBA on format, and such printing shall be completed, if possible, within thirty (30) calendar days after the Agreement is signed. This Agreement shall be presented to all members of the collective bargaining unit.

**C. Notice to Parties**

Whenever any notice is required to be given by either of the parties to this Agreement, either party shall do so in writing at the following address:

1. If by the PBA to the Mayor and Council at P.O. Box 797, Island Heights, NJ 08732.
2. If by Mayor and Council, a copy of such notice shall be sent to the residence of the President of the PBA, the proper address being supplied as change requires to the Borough Clerk, in addition to any other memos of notification.



**ARTICLE XXI**

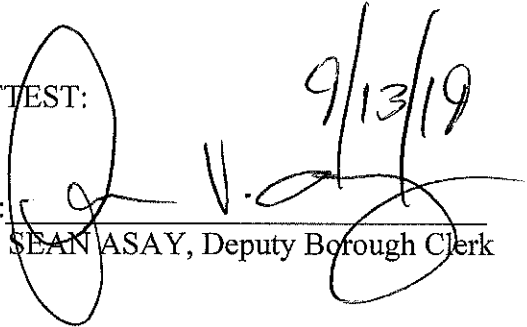
**DURATION**

A. This Agreement shall be in full force and effect as of January 1, 2019 and shall remain in effect until December 31, 2023. If either party desires to change this Agreement, it shall notify the other party in writing at least thirty (30) days before the expiration of this Agreement of the proposed changes and their desire to terminate this Agreement. If notice is not given as herein stated, ~~this Agreement shall automatically be renewed for another year.~~ this Agreement shall automatically be renewed for another year.

B. The parties agree that this Agreement includes all terms and conditions pursuant to the Memorandums of Agreement covering 2010-2018.

ATTEST:

By:

  
SEAN ASAY, Deputy Borough Clerk

9/13/19

**BOROUGH OF ISLAND HEIGHTS**

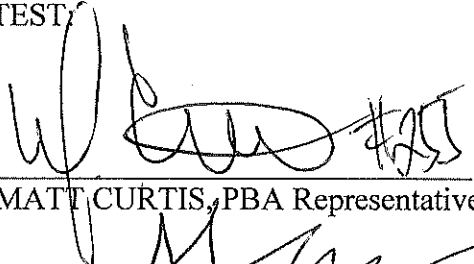
By:

  
E. STEVEN DOYLE, Mayor

9/13/19

ATTEST:

By:

  
MATT CURTIS, PBA Representative

**POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 352**

By:

  
JONATHON WHITNEY, PBA President

#306

By:

  
STEPHEN CARUSO, PBA Representative

Stephen Caruso S.C.



**APPENDIX A**

**SALARIES FOR EMPLOYEES HIRED PRIOR TO JAN.1, 2006**

A. The parties as a result of negotiations agree that the annual salaries for those two (2) “Off-Guide” employees for the years 2019-2023 are not part of the Salary Schedule in ARTICLE XX and are as follows and retroactive to January 1, 2019:

<b><u>Name of Employee</u></b>	<b><u>2019</u></b>	<b><u>2020</u></b>	<b><u>2021</u></b>	<b><u>2022</u></b>	<b><u>2023</u></b>
OG-1 (M. Curtis)	\$78,925	\$80,701	\$82,517	\$84,579	\$86,905
OG-2 (P. Rutledge)	\$82,000	\$83,845	\$85,732	\$87,875	\$90,292

B. Effective January 1, ~~2020~~ 2019, employees other than those enumerated above shall be placed on the Salary Schedule in ARTICLE XII.

