

AGREEMENT

Between

BOROUGH OF PINE BEACH

And

**NEW JERSEY STATE
POLICEMEN'S BENEVOLENT ASSOCIATION
LOCAL NO. 253**

January 1, 2021 through December 31, 2025

FINAL AGREEMENT-

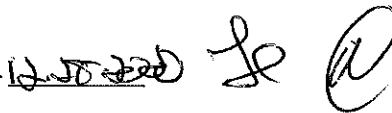
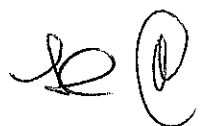
The block contains handwritten signatures and initials. There are three distinct marks: a signature that appears to be 'J. J. [unclear]', a stylized 'JP' or 'JR' monogram, and a large circular mark containing the letter 'N'.

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGES</u>
	PRINCIPLES	3
ARTICLE I	RECOGNITION	4
ARTICLE II	NEGOTIATION OF A SUCCESSOR AGREEMENT	5
ARTICLE III	GRIEVANCE PROCEDURE	7
ARTICLE IV	EMPLOYEE RIGHTS AND PRIVILEGES	13
ARTICLE V	ASSOCIATION RIGHTS AND PRIVILEGES	14
ARTICLE VI	WORK YEAR/WORK WEEK/WORK SCHEDULE	15
ARTICLE VII	OVERTIME	16
ARTICLE VIII	CALL BACK/COURT TIME	19
ARTICLE IX	VACATION	20
ARTICLE X	HOLIDAY PAY	22
ARTICLE XI	SICK LEAVE	23
ARTICLE XII	LEAVES OF ABSENCE	25
ARTICLE XIII	EXTENDED LEAVE	26
ARTICLE XIV	UNIFORMS	27
ARTICLE XV	SALARY	30
ARTICLE XVI	HEALTH BENEFITS	34
ARTICLE XVII	MISCELLANEOUS PROVISIONS	36
ARTICLE XVIII	DURATION OF AGREEMENT	37



PRINCIPLES

THIS AGREEMENT, is made this 26th day of December, 

2020 between the **BOROUGH OF PINE BEACH**, hereinafter referred to as "the Borough"

and the **NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION**,

LOCAL 253 (Pine Beach), hereinafter referred to as "the PBA."

- A. This Agreement is negotiated in order to establish the terms and conditions of

employment of all members of the Pine Beach Police Department, as classified in ARTICLE I

of this Agreement.

- B. The Borough and the PBA recognize the importance of orderly, just and expeditious

resolution of disputes that may arise out of the interpretation, misinterpretation or

implementation of this Agreement, or any policies or regulations of the Borough. Both the

Borough and the PBA agree upon the grievance procedure in this Agreement for dealing with

any disputes.

- C. The Borough and the PBA agree to accept the provisions of this Agreement as

commitments and will cooperatively support and seek to fulfill them in good faith.

ARTICLE I

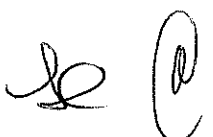
RECOGNITION

A. Definition of Bargaining Unit

The Borough recognizes the P.B.A. Local 253 (Pine Beach) as the sole and exclusive bargaining representative for all permanent full-time police officers below the rank of Chief, for the purposes of representation and collective bargaining with regards to matters pertaining to wages, hours, conditions of employment and any other provisions in this Agreement.

B. Definition of Employee

Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement, shall refer to all employees represented by the P.B.A. in the bargaining unit.

Two handwritten signatures in black ink, located in the bottom right corner of the page. The first signature is a stylized 'J' or 'L' shape, and the second is a circular mark with a vertical line through it.

ARTICLE II
NEGOTIATION OF SUCCESSOR AGREEMENT

A. Policy Changes

Consistent with Chapter 123, P.L. of N.J. 1975, the Borough will not affect any changes in policy concerning terms and conditions of employment, except those that are negotiated and included as part of this Agreement,

B. The Borough agrees to initiate negotiations with the P.B.A. over a successor agreement, no later than 120 days prior to the expiration of the current Agreement. Any successor agreement will apply to all members of the Police Department, listed in Article I, Section A., and will be reduced in writing and signed by representatives of the Borough and the P.B.A.

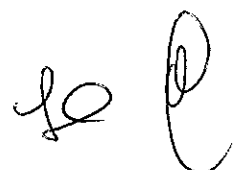
C. Negotiations will commence within fifteen (15) days of receipt by the Borough of a proposal to negotiate from the P.B.A., unless otherwise agreed upon by the Borough and the P.B.A.. During negotiations, either the Borough or the P.B.A. may use the services of outside consultants or lay representatives at any time to assist in negotiations.

D. If members of the P.B.A. bargaining unit are required to participate in conferences or negotiation meetings during their working hours, they will suffer no loss in pay. In the event this situation does occur, arrangements for Police coverage during the conference or negotiations meetings, will be made by the party on duty. This provision shall not apply to meetings set and conducted by the bargaining unit for planning or discussion without concurrent participation by the Borough.

E. **Modification**

This Agreement shall not be modified in whole or in part unless agreed upon by both the Borough and the P.B.A. Any modification will be in writing and signed by both parties.

F. Unless specified in writing, nothing in this Agreement shall be interpreted or applied to eliminate, reduce, or retract from an employee, any benefit that existed prior to its effective date.

Two handwritten signatures in black ink, one appearing to be 'fo' and the other a stylized 'P' or 'C'.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim by an employee or the P.B.A. based upon the interpretation, application or violation of this Agreement, policies or administrative decisions affecting a Patrolman or a group of Patrolmen.
2. The "aggrieved person" is the person, persons, or the P.B.A. on whose behalf the claim is made.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise, affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure,

C. Procedure

1. **Time Limits:** The number of days indicated at each level should be considered as a

Handwritten signatures in the bottom right corner of the page.

maximum and every effort should be made to expedite the process. The time limits specified, may however be extended by mutual agreement. In computing any period of time called for in this Article, the day of the act or event from which the period begins to run is not to be included. The last day of this period is to be included, unless it is a Saturday, Sunday or a legal holiday in which event the period runs until the end of the next day which is neither a Saturday, Sunday nor legal holiday. In computing a time of less than seven (7) days, Saturday, Sunday and legal holidays shall be excluded.

2. Thirty (30) days from the date of occurrence shall be the time limit to institute a grievance.
3. **Level One:** A member with a grievance shall first discuss it with his immediate supervisor, either directly or through the P.B.A's designated representative, with the objective of resolving the matter informally.
4. **Level Two:** If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) days

Handwritten signature and initials in the bottom right corner of the page.

after the representation of the grievance, he may file the grievance in writing with the P.B.A within five (5) days after the decision at Level One or ten (10) days after the grievance was presented, whichever is sooner. Within five (5) days after receiving the written grievance, the P.B.A. shall refer it to the Borough Personnel Committee.

5. Level Three:

(A) If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) days after the grievance was delivered to the Borough, he may within five (5) days after a decision by the Borough or fifteen (15) days after the grievance was delivered to the Borough, whichever is sooner, request in writing that the P.B.A. submit its grievance to arbitration. If the P.B.A. determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) days after receipt of a request by the aggrieved person.

(b) Within ten (10) days after such written notice of submission to arbitration, the Borough and the P.B.A. shall attempt to agree upon a mutually

Two handwritten signatures in black ink, one appearing to be 'se' and the other a stylized 'e' or 'a'.

acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are within the specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission (PERC) by either party. The parties shall then be bound by the rules and procedures of PERC in the selection of an arbitrator.

(c) The arbitrator so selected shall confer with representatives of the Borough and the P.B.A., hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is a violation of the terms of this Agreement. The arbitrator can add nothing to, subtract from, nor modify the terms of the Agreement between the parties. The decision of the arbitrator shall be submitted

Handwritten signature and initials in the bottom right corner of the page.

to the Borough and the P.B.A. and shall be final and binding on both parties.

(D) In the event that arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator selected in accordance with the provisions of Section C.5 (B) of this Article.

(E) The cost for services of the arbitrator, including per diem expenses, if any and actual and necessary travel, sustenance expenses and the cost of a hearing room shall be borne equally by the Borough and the P.B.A.. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Employee and P.B.A. to Representation

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative(s) selected or approved by the P.B.A.

When an employee is not represented by the P.B.A., the P.B.A. shall have the right to be present and to state its view at all stages of the grievance procedure.

E. Reprisals

No reprisals of any kind shall be taken by the Borough or by any member of the administration against any party in interest, any representative, any member of the

Association or other Association, or any other participant in the grievance procedure by reason of such participation.

F. Miscellaneous

1. Group Grievance

If, in the judgment of the P.B.A., a grievance affects a group or class of

Patrolman, the P.B.A. may submit such grievance in writing to the Chief of Police

and the Borough and the processing of such grievance shall be commenced at Level

Two. The P.B.A. may process such a grievance through all levels of the grievance

procedure, even though the aggrieved person does not wish to do so.

Handwritten signature or initials in the bottom right corner of the page.

ARTICLE IV

EMPLOYEE RIGHTS AND PRIVILEGES

- A. Pursuant to Chapter 123, Public Laws 1975, the Borough agrees that every employee shall have the right freely to organize, join and support the P.B.A. and its affiliates, for the purpose of collective negotiations or any of its other activities.
- B. Nothing in this Agreement shall be construed to deny or restrict any rights any employee may have under New Jersey law or any other applicable law. The rights granted to employees in this Agreement will be considered to be in addition to those provided elsewhere.
- C. No employee will be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such action taken by the Borough or any of its agents or representatives will not be made public and shall be subject to the grievance procedure as provided for in this Agreement. Any suspension and/or dismissal of any employee shall be in accordance with N.J.S.A. Title 40A.
- D. All reprimands will be removed from an employee's personnel file after one (1) year provided that there has been no subsequent reprimand during that one (1) year period

ARTICLE V
ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Borough agrees to provide the P.B.A. with any and all documents or information that is available to the public or the P.B.A. as required by law for the purpose of processing any grievance or complaint received by the P.B.A. The Borough will also provide any and all documents that pertain to the budgets and finances of the Borough as provided for by law and public information for the purpose of negotiating Agreements. The duties of the Borough in this regard are to respond to requests made by the P.B.A. for the production of the documentation referenced above.
- B The Borough will provide necessary time off with pay to a duly authorized representative of the P.B.A. to attend the State and National conventions of the Patrolman's Benevolent Association, as provided in N.J.S.A. 40A:14-177. The parties understand no more than one (1) officer of the P.B.A. from the Borough of Pine Beach will be provided with this time off with pay for each such convention.

ARTICLE VI
WORK YEAR/WORK WEEK/WORK SCHEDULE

A. Work Year

1. The work year for employees shall be from **January 1 to December 31**. The employee shall work a total of **2080** work hours for the calendar year.

B. Daily Work Schedule

1. The work schedule for employees will be posted no later than seventy-two (72) hours prior to implementation.
2. The employee's shift length will be determined by the Chief of Police, including a thirty (30) minute meal period. All employees scheduled to work shall be advised of a regular starting and quitting time. Any involuntary change shall be subject to Article III of this Agreement.
3. A clean up period of fifteen (15) minutes will be granted prior to the end of the of the work shift.

ARTICLE VII

OVERTIME

A. Overtime

1. Overtime will be paid at the rate of time and one half the employee's regular hourly rate of pay for all time worked, including training in excess of forty (40) hours in any work week. For the purpose of determining overtime, the following shall count as regular work days:

- (A) **Holidays**
- (B) **Paid Sick Days**
- (C) **Paid Vacation Days**
- (D) **Other Approved Paid Leaves**

2. Overtime shall be offered to all regular members of the Department first, by order of seniority on a rotating basis.

B. Compensatory Time

- 1 Employees may, at their option, elect to receive compensatory time off in lieu of overtime compensation. Compensatory time shall be computed in the same manner as overtime compensation; that is, one and one half hours of compensatory time for each hour worked.

Handwritten signature and initials in the bottom right corner of the page.

ARTICLE VII CONT.

OVERTIME

2. An employee shall notify the Chief of the appropriate Borough official in charge of Police time records no later than forty-eight (48) hours after the overtime is worked that he/she is electing to receive compensatory time in lieu of overtime compensation. In the absence of such notice, the employee will receive overtime compensation pursuant to normal payroll procedure.

- 3 The scheduling of compensatory time off shall be subject to the approval of the Chief, based upon the needs of the Department. Such approval shall not be unreasonably withheld.

- 4, Any unused compensatory time remaining as of December 31 or not scheduled to be utilized by December 31 of each calendar year shall be cashed out at the end of the year.

The maximum amount of hours an employee can maintain in their comp bank shall not exceed 480 hours.

5. If the employees work a 12 hour schedule, they will be issued 104 Hours on January 1st of each calendar year. This time will be referred to as "Murphy" Time. Murphy Time must be used prior to December 31st of that calendar year or it will expire. Murphy time is not eligible to be cashed out at the end of the calendar year.

Extra Duty

1. Extra Duty shall be offered to all employees of the Department first, by order of seniority on a rotating basis. Employees that have signed this agreement shall be given first priority to all extra duty assignments.

2. Pay for all extra duty assignments shall be as follows:

Officer: \$80 per hour

Admin: \$20 per hour

Vehicle: \$10 per hour

Total: \$110 per hour

3. Extra duty shall be paid on a separate borough check from an employees regular pay check. Payment for all extra duty assignments shall be made to the employee in less than or equal to 30 days.

Handwritten signature and initials in the bottom right corner of the page.

ARTICLE VIII
CALL BACK/COURT TIME

A. Call Back

Any employee called to return to work outside his/her regularly scheduled shift shall be paid a minimum of time and one half per hour and shall be paid a minimum of three (3) hours.

B. Court Time

Officers will be paid a minimum of three (3) hours overtime when Court appearances are required on what is normally his/her off duty hours.

ARTICLE IX
VACATION

A. Eligibility

1. Vacation eligibility will be determined in accordance to guidelines established by department S.O.P.'s. Vacation requests will not be unreasonably denied, if submitted at least seventy-two (72) hours prior to the requested time off. Officers will not be required to submit a minimum number of days off and will not be required to take time off in block days.
2. Vacation requests will be considered on a seniority basis, if submitted before January 31st. Vacation requests submitted after January 31st will be approved on a date and time submitted basis.

B. Vacation Schedule

1. During the first year of employment, an employee will receive eight (8) hours of vacation time for each completed month of service.
2. All other employees shall receive vacation January 1 of each year as follows:

2 to 5 Years of Service 96 hours

6 to 10 Years of Service 120 hours

11 to 15 Years of Service 132 hours

16 to 20 Years of Service 160 hours

21 to 25 Years of Service 180 hours

For each additional year over twenty five (25) years of service, twelve (12) additional vacation hours will be added per year.



ARTICLE IX CONT.

VACATION

3. All earned vacation time must be used no later than two (2) years from the date of accumulation. Any vacation not utilized by the employee shall be waived, unless the employee was unable to use the time due to being unreasonably denied by the Employer.

4. Non retirement termination or leave:

The obligation to utilize earned vacation within the two (2) year date of issuance shall not apply to officers who are retiring.

Handwritten signature and initials in the bottom right corner of the page.

ARTICLE X
HOLIDAY PAY

- A. The holidays listed below in this Agreement will be considered paid holidays and will be payable on November 30 of each year.
- B. The Holiday Time Bank will be employees hours to be paid on November 30. The total amount of hours in the Holiday Time Bank will be 120 Hours as of January 1st of every year. If an employee is scheduled to work on a holiday and takes time off, those hours used for time off will be removed from the holiday time bank.
- B. The payable amount, on November 30 shall be the remaining balance of the Holiday Time Bank.
- C. If any employee is scheduled to work on any of the listed holidays, he/she will be Compensated at the rate of time and one half his/her hourly rate of pay for the time worked.
- D. The following days will be recognized as Holidays:

<u>New Year's Day</u>	<u>Veteran's Day</u>	<u>Presidents Day</u>
<u>Thanksgiving Day</u>	<u>Columbus Day</u>	<u>Christmas Day</u>
<u>Martin Luther King Jr Day</u>		<u>Labor Day</u>
<u>Independence Day</u>		<u>Memorial Day</u>

ARTICLE XI

SICK LEAVE

A. Sick Time

1. Every officer shall receive credit for twelve (12) sick days per year
2. Officers may use their sick days for family illness. Family illness is defined as domestic partner , wife or child/s sick.

B. Retirement or Separation

1. Accumulated sick days and accumulated comp time will be paid to the employee on a fifty/fifty (50/50) basis at the employee's rate of pay at the time of separation or retirement from the Borough. Payments will be made by Borough check.
2. At the employee's discretion, payment at the current rate of pay shall be given by the Borough to the employee on a fifty/fifty (50/50) basis for any sick days accumulated by the employee. The employee must accumulate fifteen (15) sick days before selling any back.
3. At the employee's discretion, sick time accumulated up to the time of retirement may be converted into vacation time and used for early retirement on a one (1) for one (1) basis.
4. Notwithstanding any law, rule or regulation to the contrary, or an agency or instrumentality

thereof, the Borough shall not pay supplemental compensation to any officer or employee for accumulated unused sick leave and unused comp time in an amount in excess of Fifteen Thousand Dollars \$15,000. Supplemental compensation shall be payable only at the time of retirement from a State-administered or locally-administered retirement system based on the leave credited on the date of retirement. This provision shall apply only to officers and employees who commence service with the municipality, or the agency or instrumentality thereof, on or after the effective date of P.L.2010, c.3. This section shall not be construed to affect the terms in any collective negotiations agreement with a relevant provision in force on that effective date.

5. It is agreed that if any employee leaves employment with the Borough other than for the reason of retirement, that any leave which is accumulated within that calendar year shall be prorated by dividing the number of said days by 12. This shall only be applicable to the leave earned and credited within that calendar year and will not include any saved accumulated leave from prior years, which shall be payable under any applicable terms elsewhere in this agreement. Leave is defined as inclusive of sick, vacation, comp time, and holiday time for this Article.

ARTICLE XII

LEAVES OF ABSENCE

A. Bereavement

1. Upon notification to the Chief of Police, an employee shall be granted five (5) days leave with pay for a death in the immediate family.
2. "Immediate family" shall be defined as mother, father, grandparent, brother, sister, spouse and children of either spouse.
3. For family not listed in Section A1., the employee shall make his/her individual request to the Chief of Police. Pursuant to Section A.1., of this Article, the Chief shall then make a recommendation to the Borough for leave regarding other relatives.
4. Up to five (5) additional days may be granted subject to the approval of the Chief.

B. Personal Leave

1. Each Officer will be given four (4) days of personal leave per year for personal reasons or religious observation. The personal days shall be granted on January 1 of each calendar year. These days shall be used in the calendar year in which they are provided and shall not be accumulated. New Officers shall receive (1) personal day for the first year in which they are hired and shall receive (4) days on the January 1st of the new year.

ARTICLE XIII

EXTENDED LEAVES

The Borough will grant compensation up to one (1) year to any officer who due to illness or injury sustained on the job or job related is prevented from working.

Handwritten signature and initials in the bottom right corner of the page.

ARTICLE XIV

UNIFORMS

- A. Each Officer shall receive a uniform allowance of \$1000.00 every year to be used for replacement of uniforms and for uniform cleaning. Said allowance shall be paid by the Borough to each officer by March 30th of each calendar year. Any officer that willingly separates from the Pine Beach Police Department prior to December 31st of any calendar year they received a uniform allowance, will pay back the borough a prorated amount.
- B. Every new Officer will be issued an amount necessary to equip him/her in proper uniform as per Department rules and regulations.
- C. Uniforms damaged during and while performing normal police duty, other than normal wear, shall be replaced by the Borough upon receipt of damaged uniform or equipment and approval of the Chief of Police.
- D. Any changes to the uniform such as but not limited to color, patches, changes in tops, changes in bottoms, etc. that would require employees to purchase uniforms or alter their current uniform, shall be purchased by the Borough unless collectively agreed upon by employees.

E. The Borough shall supply all weapon maintenance for all weapons issued by the Department or required to be used by the employee for his/her work at no cost to the employee.

F. The Borough shall replace one (1) bullet proof vest per year.

Initial Issue List

A. Employees shall be issued at the date of employment the following equipment:

- 1- Class A Short Sleeve Shirt.
- 1- Class A Long Sleeve Shirt
- 2- Class A Pants
- 1 Basket Weave Leather Belt
- 1 Basket Weave Duty Holster
- 1 Basket Weave Magazine Pouch
- 1 Basket Weave OC Spray Holder
- 1 Basket Weave Handcuff Case
- 2- Class B Short Sleeve Shirts.
 - Elbeco Navy Performance Polo or Similar Style
- 2- Class B Long Sleeve Shirts.
 - Elbeco Navy Performance Polo or Similar Style
- 2- Class B Pants.
 - Elbeco Navy BDU Pants or Similar Style
- 1 Nylon Belt
- 1 Duty Holster
- 1 Nylon Magazine Pouch
- 1 Nylon OC Spray Holder
- 1 Nylon Handcuff Case
- 1 Bullet Proof Vest With Outer Carrier
- 1 Jacket
 - Elbeco Shield Performance Softshell Jacket

Handwritten signature and initials in the bottom right corner of the page.

B. Any full time employee that leaves prior to the completion of their 3rd year with the department, will

be subject to reimburse the town the following amount for equipment and uniforms purchased that

are unable to be collected and repurposed or are too damaged/worn to be used.

- Prior to the completion of their 1st year 100%
- Prior to the completion of their 2nd year 50%
- Prior to the completion of their 3rd Year 25%

C. The collection of uniforms and equipment along with the decision of determining the equipment's

future usefulness and working condition shall be made by the chief of police or an appointee.

Handwritten signature and initials in the bottom right corner of the page.

ARTICLE XV

SALARY

- A. Employees shall receive annual salaries according to the following steps:

Step One _____ Starting First Year
Step Two _____ Starting Second Year
Step Three _____ Starting Third Year
Step Four _____ Starting Fourth Year
Step Five _____ Starting Fifth Year
Step Six _____ Starting Sixth Year
Step Seven _____ Starting Seventh Year
Step Eight _____ Starting Eighth Year
Step Nine _____ Starting Ninth Year
Step Ten _____ Starting Tenth Year
Step Eleven _____ Starting Eleventh Year
Step Twelve _____ Starting Twelfth Year



B. Employees shall receive annual salaries as follows:

Step 1 \$40,000

Step 2 \$44,000

Step 3 \$48,000

Step 4 \$52,000

Step 5 \$57,000

Step 6 \$62,000

Step 7 \$67,000

Step 8 \$72,000

Step 9 \$78,000

Step 10 \$84,000

Step 11 \$90,000

	Effective	Effective	Effective	Effective	Effective
	<u>01/01/2021</u>	<u>01/01/2022</u>	<u>01/01/2023</u>	<u>01/01/2024</u>	<u>01/01/2025</u>

<u>Step 12</u>	\$96,000	\$97,500	\$99,000	\$100,500	\$102,000
----------------	----------	----------	----------	-----------	-----------



C. To Accommodate Changes in pay scale from the expiring agreement, the following employees as of January 1st 2021 will be placed on the following steps:

Keith Brown:	Step 12
Ryan Morris:	Step 8
Anthony Pruchnik:	Step 7
Russel Okinsky:	Step 7
Steven Araneo:	Step 6

Step increases will take place on employees anniversary date of the date they were hired.

Keith Brown (Anniversary 1/1)

Ryan Morris (Anniversary 1/1)

Anthony Pruchnik (Anniversary 7/1)

Russel Okinsky (Anniversary 7/1)

Steven Araneo (Anniversary 6/1)

Handwritten signature and initials in the bottom right corner of the page.

ARTICLE XV CONT.

SALARY INCREASES FOR POSITION OF SERGEANT AND DETECTIVE

Sergeant Position: Effective January 1, 2021 the position of sergeant shall receive **\$7,000.00** above the step that the patrolman is currently at. Appointment of individuals to the position of Sergeant shall be upon the recommendation of the chief and approval of the Mayor/Council.

Detective Position: Effective January 1, 2021 the position of detective shall receive **\$1,040.00** above the step the patrolman is currently at. Appointment of individuals to the position of Detective shall be upon the recommendation of the chief and approval of the Mayor/Council.

Inclusion of Income: The foregoing increases in salary for the positions of Sergeant and Detective shall be includable in the gross income of the officer(s) for purposes of calculating pensionable income.

SALARY INCREASES FOR COLLEGE DEGREES

Associates Degree: Effective January 1, 2021, possession of an associates degree will be compensated with **\$250** above the step the patrolman is currently at.

Bachelors Degree: Effective January 1, 2021, possession of an associates degree will be compensated with **\$500** above the step the patrolman is currently at.

Masters Degree: Effective January 1, 2021, possession of an associates degree will be compensated with **\$750** above the step the patrolman is currently at.

Inclusion of Income: The foregoing increases in salary for Associates, Bachelors, or Masters Degree shall be includable in the gross income of the officer(s) for purposes of calculating pensionable income.

ARTICLE XVI

HEALTH BENEFITS

- A. The Borough shall provide to the employee and eligible dependents, Blue Cross/Blue Shield, Rider J and Major Medical coverage at the present series in effect, with premiums being paid by the Borough. All employees will pay through payroll deduction, the required percentage of contribution as per the negotiated percentages , which shall satisfy the requirements under existing state law. It is understood that as per state law that contribution amount will be based off of the percentage of the actual cost of the health premium. These percentages may not be changed without negotiation. The Borough with notice to the employees, may substitute different coverage which is equivalent to the existing plan, but any change must be approved by the employees.

-employees shall pay contributions percentages for their health benefits for that calendar year as follows, this shall included Single coverage, Family coverage and Member/spouse/partner or parent/children coverage:

2021: 12%

2022: 13%

2023:14%

2024:15%

2025: 15%

B. Dental Plan

The Borough shall provide at no cost to the employees and their spouse, a dental coverage plan. The Borough may, with notice to the employees, substitute different coverage which is equivalent to the existing plan, but any change must be approved by the employees.

The employee can request to be placed on a family dental plan and will pay the difference between the employee and spouse and the family plan. The employee shall be made aware of the monthly contributions by November 30th of each calendar year if there are any changes in cost with any changes to their contributions taking effect on January 1st of each calendar year.

C. Disability Plan

The Borough agrees to provide a disability plan (State Disability or its equivalent) to all employees, with the cost of the plan to be split 50/50 between the Borough and the employee.

D. Vision

The Borough agrees to provide up to \$200 reimbursed to employee for eye care and eye care products.

The reimbursement will be made with proof of purchase or treatment. The eye care and eye care products can be for employee, spouse, or children but will not exceed \$200 annually.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

- A. Any individual contract between the Borough and any individual employee executed before or after the Agreement shall be subject to and consistent with the terms and conditions of this Agreement.
- B. All benefits and practices that were in effect prior to the time of this Agreement shall continue to be in effect for its duration unless specifically changed by this Agreement.
- C. In the event any provision of this Agreement is ruled upon by any Court of competent jurisdiction or any public agency vested with jurisdiction to rule upon and found to be illegal, that provision will be discontinued. All other provisions of the Agreement shall remain in full force and effect. In the event a provision is found to be illegal, the Borough agrees to sit down and negotiate a legal replacement for the illegal provision only, as no other provision may be affected.
- D. The employer shall provide false arrest insurance covering the employee at no cost to the employee.

ARTICLE XVIII

DURATION

A. The provisions of this Agreement will be a binding obligation to both parties for its duration. In the event that a successor Agreement is not reached by the expiration of the current Agreement, all provisions of the current Agreement will continue in full force and effect until a successor Agreement is placed in writing and signed by both parties. Any provision, policy, rules or regulations of the Borough or the P.B.A that is in conflict with any provision of this Agreement will be superseded and replaced by this Agreement. Any changes to pre-existing policy, rules or regulations will not be retroactive unless so stated. This Agreement may be amended only in writing by mutual consent of both parties.

B. This Agreement shall be effective as of January 1, 2021 and shall continue until December 31, 2025 subject to the P.B.A.'s right to negotiate for a successor Agreement.

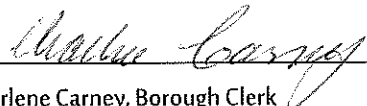
Handwritten signature and initials in the bottom right corner of the page.

In witness whereof, the parties have caused this Agreement to be signed by their respective

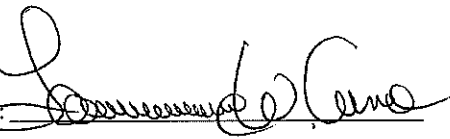
Representatives:

ATTEST:

Borough of Pine Beach

By: 

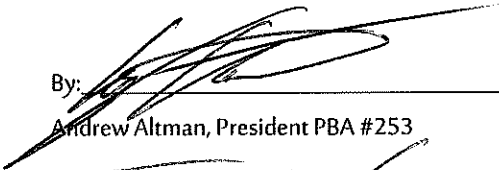
Charlene Carney, Borough Clerk

By: 

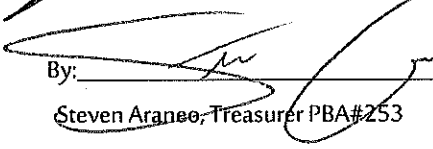
Lawrence W. Cuneo, Mayor

Beachwood Pine Beach PBA Local 253

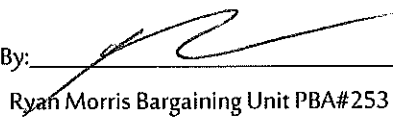
ATTEST:

By: 

Andrew Altman, President PBA #253

By: 

Steven Araneo, Treasurer PBA#253

By: 

Ryan Morris Bargaining Unit PBA#253

December 30, 2020

Director
Division of Local Government Services
P O Box 803
Trenton, NJ 08625-0803

RE: Police Contract 1/1/2021 to 12/31/2025

Dear Sir or Madam:

I am enclosing signed copies of the contract with PBA Local 253 for
the period 1/1/2021 through 12/31/2025 for the Pine Beach Police Department
and a certified copy of Resolution 2020-112 authorizing the Mayor to sign
the contract.

Sincerely,

Charlene A. Carney, RMC
Municipal Clerk

9/16/2020

Salary:	Old Step Guide	New Step Guide
1	35,000	40,000
2	44,000	44,000
3	53,000	48,000
4	57,000	52,000
5	62,000	57,000
6	67,000	62,000
7	73,000	67,000
8	76,000	72,000
9	80,000	78,000
10	86,000	84,000
11	88,000	90,000
12	93,500	2021: 96,000
		2022: 97,500
		2023: 99,000
		2024: 100,500
		2025: 102,000

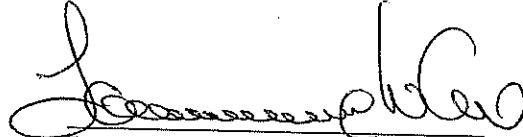
RESOLUTION 2020-112

WHEREAS, representatives of PBA Local 253, representing the Pine Beach Police Department, have met with the Mayor and have agreed on the terms of an employment contract from January 1, 2021 through December 31, 2025.

WHEREAS, members of the Governing Body have reviewed the terms and are in agreement with the contract as set forth.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Pine Beach, County of Ocean, as follows:

1. Mayor Lawrence W. Cuneo is authorized to sign the employment contract for Pine Beach Police, PBA Local 253 for the term January 1, 2021 through December 31, 2025
2. The Municipal Clerk is directed to provide a copy of the signed contract, which is effective January 1, 2021, to the Chief Municipal Finance Officer, Division of Local Government Services, Chief of Police, and PBA Local 253.



Lawrence W. Cuneo, Mayor

CERTIFICATION

I, Charlene A. Carney, Municipal Clerk of the Borough of Pine Beach, hereby certifies the foregoing to be a true and accurate copy of a resolution duly authorized by the Governing Body this 28th day of December 2020.



Charlene A. Carney, RMC/MMC
Municipal Clerk

