

RESOLUTION NO. 23-56

**RESOLUTION OF THE BOROUGH OF SEASIDE HEIGHTS, COUNTY OF OCEAN,
STATE OF NEW JERSEY, APPROVING MEMORANDUM OF UNDERSTANDING
WITH PBA LOCAL 252**

WHEREAS, the Borough of Seaside Heights and PBA Local 252 have negotiated a Memorandum of Understanding for a successor collective bargaining agreement covering 2021-2025; and

WHEREAS, the proposed Memorandum of Understanding is attached hereto as "Schedule A;" and

WHEREAS, the governing body wishes to approve the MOU.

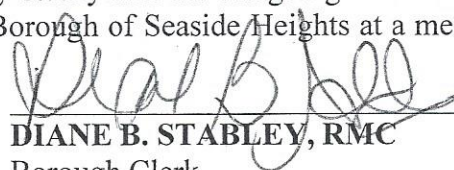
NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Borough Council of the Borough of Seaside Heights, County of Ocean, State of New Jersey, as follows:

1. That the Mayor and Borough Council do hereby approve the attached Memorandum of Understanding with PBA Local 252 covering 2021-2025.
2. The Mayor is authorized to execute and the Borough Clerk is authorized to attest to the MOU.
3. The Mayor is also authorized to execute and the Borough Clerk is also authorized to attest to the collective bargaining agreement covering 2021-2025 incorporating the terms of the MOU.
4. This authorization is conditioned upon approval by the Division of Local Government Services in accordance with the Transitional Aid for Localities Memorandum of Understanding between the Division and Borough of Seaside Heights.

5. That a certified copy of this resolution shall be forwarded to the PBA Local 252 representatives and the State Fiscal Monitor.

CERTIFICATION

I, Diane B. Stabley, RMC, do hereby certify that the foregoing is a true copy of a resolution adopted by the Governing Body of the Borough of Seaside Heights at a meeting held on the 4th day of January, 2023.



DIANE B. STABLEY, RMC
Borough Clerk
Borough of Seaside Heights

PBA Local 252

and

Borough of Seaside Heights

Memorandum of Understanding Effective January 1, 2021 – December 31, 2025

January 1, 2023

1. The parties agree to a five-year agreement to be effective January 1, 2021, and expire December 31, 2025.
2. In accordance with Office of State Comptroller Report entitled "A Review of Sick and Vacation Leave Policies in New Jersey Municipalities," and a specific review of Seaside Heights' collective bargaining agreements directed by the NJ Division of Local Government Services, the parties agree to Amend Articles IV (Vacations) and XV (Sick Leave) (see Schedule A and B attached hereto):

3. Amend Article VIII, Salary as follows:

See attached, Schedule C (provides for 3.5% increase at top step each year for five years).

Borough agrees to back pay for 2021 and 2022. Back pay will be paid only to bargaining unit members that are actively employed by the Borough on the date this MOU is executed.

Back pay will be paid within 60 calendar days from the date the PBA executes this MOU.

Modify language to acknowledge elimination of Academy step and addition of new Step 10.

4. Article IX, Longevity as follows:

Longevity pay – modify language to reflect the new Step 10 (e.g., "on or above Step 10 or earlier if...").

5. Article XI, Acting Supervisor Pay as follows:

Change \$50 per shift to \$_____

Schedule A

Article XIV

Vacation Leave

1. Regular appointed full-time police officers shall be entitled to annual paid vacation leave, credited at the beginning of each calendar year in anticipation of continued employment, based on their years of continuous full-time service with Seaside Heights. See paragraph 7 below for definition of continuous service.
2. New employees shall only receive one working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, and one-half working day if they begin on the 9th through the 23rd day of the month.
3. After the initial month of employment and up to the end of the first calendar year, employees shall receive one working day for each month of service. Thereafter, employees shall receive paid vacation leave as follows:
 - a. 2nd year through 5th year, 15 days;
 - b. 6th year through 12th year, 18 days;
 - c. 13th year through 24th year, 20 days; and
 - d. 25th year through retirement, 25 days.
4. An increase in vacation leave shall be granted at the beginning of the calendar year in which the years of service requirement will be met.
5. When there is a change in the calendar year in which the years of service requirement is met, due to an employee's leave without pay, the employee shall be liable for any increased vacation leave that was not earned.
6. Vacation leave credits shall not accrue after an employee has resigned or retired although his or her name is being retained on the payroll until exhaustion of vacation or other compensatory leave.
7. Continuous service shall mean regular employment for the Borough of Seaside Heights, without actual interruption due to resignation, retirement, or removal.
 - a. An employee who has been appointed from a special reemployment list shall be credited with any continuous service prior to the layoff in addition to continuous service subsequent to reemployment.
 - b. Periods of employment before and after a suspension or leave without pay shall be considered continuous service. However, the period of time on a suspension or leave without pay, except for military leave, furlough extension leave, leave for a job-related injury under the

Worker's Compensation Statute, N.J.S.A. 34:15-1 et seq., and voluntary furlough, shall not be included in calculating years of continuous service.

8. Vacation leave may be recorded and tracked in hours.

9. Vacation leave not used in a calendar year because of business necessity shall be used during the next succeeding year only and shall be scheduled to avoid loss of leave, provided, however, that:

a. Vacation leave not taken in a given year because of duties directly related to a state of emergency declared by the Governor may accumulate at the discretion of the appointing authority until, pursuant to a plan established by the employee's appointing authority and approved by the Chairperson of the Civil Service Commission or designee, the leave is used or the employee is compensated for that leave.

b. An employee who leaves service with the Borough of Seaside Heights shall be paid for unused earned vacation leave. In the event an employee gives notice of resignation or retirement after the municipal budget is adopted, which resignation or retirement will occur in the same year, payment for unused earned vacation leave may be deferred at the option of the Borough until the following budget year.

10. An employee who exhausts all paid vacation leave in any one year shall not be credited with additional paid vacation leave until the beginning of the next calendar year.

11. Upon the death of an employee, unused earned vacation leave shall be paid to the employee's estate.

Schedule B

Article XV

Sick Leave

Regular appointed full-time police officers shall be entitled to annual paid sick leave as follows:

1. New employees shall only receive one working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, and one-half working day if they begin on the 9th through the 23rd day of the month.
2. However, after the initial month of employment and up to the end of the first calendar year, employees shall be credited with one working day for each month of service. Thereafter, at the beginning of each calendar year in anticipation of continued employment, employees shall be credited with 15 working days.
3. Paid sick days shall not accrue during a leave of absence without pay or suspension but shall continue to accrue during a voluntary furlough or furlough extension leave.
4. Sick leave credits shall not accrue after an employee has resigned or retired although his or her name is being retained on the payroll until exhaustion of vacation or other compensatory leave.
5. An employee who exhausts all paid sick days in any one year shall not be credited with additional paid sick leave until the beginning of the next calendar year.
6. Unused sick leave shall accumulate from year to year without limit.
7. Sick leave may be used by employees who are unable to work because of:
 - a. Personal illness or injury;
 - b. Exposure to contagious disease;
 - c. Care, for a reasonable period of time, of a seriously ill member of the employee's immediate family (see N.J.A.C. 4A:1-1.3) for definition of immediate family; or
 - d. Death in the employee's immediate family, for a reasonable period of time.
8. Sick leave may be used by an employee with a disability for absences related to the acquisition or use of an aid for the disability when the aid is necessary to function on the job. In such cases, reasonable proof may be required by the Borough.
9. Sick leave may be recorded and tracked in hours.

10. a. Unused earned sick leave shall be paid upon retirement only (i.e., no payment for resignation and other forms of separation) as follows:

- i. Under ten (10) years of service, 25%
- ii. From ten (10) years to fifteen (15) years of service, 75%
- iii. After fifteen (15) years of service, 100%

b. Notwithstanding the above, compensation for unused earned sick leave shall not exceed fifteen thousand dollars (\$15,000) for employees whose regular appointment date is on or after May 21, 2010. The payment cap for employees whose regular appointment date was prior to May 21, 2010, is twenty-five thousand dollars (\$25,000).

c. Sick leave compensation shall be payable at the employee's base rate of pay in the year of retirement.

11. Work Related Injuries and Illnesses

a. The Borough will grant, in accordance with the provisions of Title 40A, sick leave with pay for duty connected injuries and illnesses.

b. In computing the amount of the aforesaid sick leave pay, there shall be deducted that amount of money, if any, which is received by the employee under the NJ Workmen's Compensation Law during the period of time such member shall be absent from work on sick leave as a result of any injury sustained due to an accident arising out of and in the course of the employee's employment.

12. Reporting Absences

An employee absent on sick leave shall report his or her absence, if possible, at least three (3) hours prior to the start of his or her shift, except where emergent circumstances prevent the employee from doing so. In those instances, the employee shall report the absence as promptly as possible.

13. Verification of Sick Leave

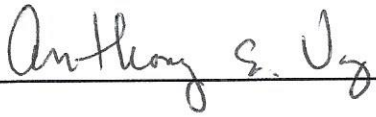
1. Certification from a reputable physician may be required as proof of illness of an employee or the need for the employee's attendance upon a member of his or her immediate family under the following conditions:

- a. If the leave is taken on the day immediately prior to or immediately after an authorized leave.
- b. After three (3) consecutive days of absence for reason of illness.
- c. Absence on sick leave for three (3) days or more in any month.

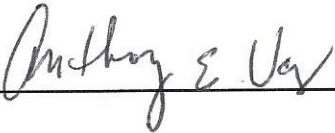
2. Such certificates may be required by the Chief of Police or the Mayor and Borough Council. In addition, thereto, the Mayor and Borough Council may require the employee to be examined by a physician of their choice at the Borough's expense.

	A	B	C	D	E	F	G	H	I	J	K	L
1	Schedule C											
2	Salary schedule 2021-2025											
3												
4												
5		Current		New contract				2023		2024		2025
6				2021	2022							
7	Academy	33,150		33,150	33,150		NA					
8	Step 1	41,300		41,300	41,300		Step 1	41,300		41,300		41,300
9	Step 2	48,450		48,450	48,450		Step 2	48,450		48,450		48,450
10	Step 3	54,570		54,570	54,570		Step 3	54,570		54,570		54,570
11	Step 4	59,670		59,670	59,670		Step 4	59,670		59,670		59,670
12	Step 5	63,750		63,750	63,750		Step 5	63,750		63,750		63,750
13	Step 6	67,830		67,830	67,830		Step 6	67,830		67,830		67,830
14	Step 7	71,910		71,910	71,910		Step 7	71,910		71,910		71,910
15	Step 8	83,130		83,130	83,130		Step 8	83,130		83,130		83,130
16	Step 9	119,095		123,263	127,577		Step 9	101,130		101,130		101,130
17							Step 10	132,042		136,663		141,446
18												
19	Sergeant's Salary - minimum 10% above Step 9/Step 10 police officer salary											
20												
21				135,589	140,335			145,246		150,329		155,591
22												
23	Lieutenant's Salary - minimum 10% above Sergeant's salary											
24												
25				149,148	154,369			159,771		165,362		171,150

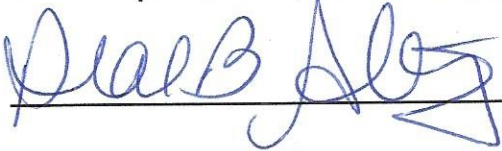
Borough Of Seaside Heights



Anthony E. Vaz, Mayor

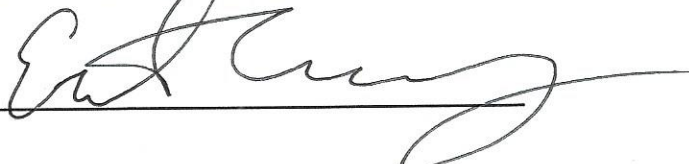


Christopher Vaz, Administrator

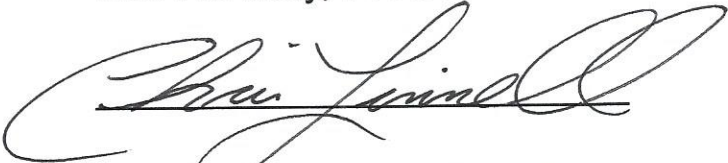


Diane B. Stabley, RMC

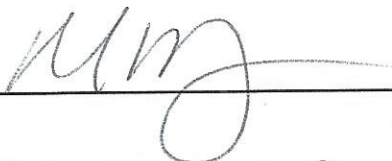
PBA Local #252



Erik Hershey, President



Christopher Linnell, Vice President



Michael McCurdy, Secretary



Daniel Bloomquist, Delegate

ARTICLE IX

LONGEVITY

a. Longevity Pay

1. Effective January 1, 2010, longevity shall be paid in addition to the base salary for all full-time permanent officers on or above Step 9 or earlier if the officer is promoted to the rank of Sergeant or Lieutenant. A promoted officer that has not reached Step 9 at the time of his promotion will continue to receive longevity pay in addition to his Sergeant's or Lieutenant's pay pursuant to the Longevity Chart below.

<u>Year of Service</u>	<u>Percentage Rate</u>
<u>2</u> 3 rd & 4 th year	1%
<u>4</u> 5 th & 6 th year	2%
<u>6</u> 7 th , 8 th , & 9 th year	3%
⁹ 10 th , ¹⁰ 11 th & ¹¹ 12 th year	* 4% *Start Longevity pay yr 9
¹² 13 th , ¹³ 14 th & ¹⁴ 15 th year	5%
¹⁵ 16 th , ¹⁶ 17 th & ¹⁷ 18 th year	6%
¹⁸ 19 th , ¹⁹ 20 th & ²⁰ 21 st year	7%
²¹ 22 nd , ²² 23 rd & ²³ 24 th year	8%
<u>24</u> 25 th year through retirement	9%

2. All longevity payments are calculated at the start of an Employee's service year as determined per Article VIII, Section B.1 of this Agreement.