

COLLECTIVE NEGOTIATIONS AGREEMENT BETWEEN
THE BOROUGH OF SHIP BOTTOM, NEW JERSEY

AND

PBA LOCAL NO. 175
(SHIP BOTTOM)

JANUARY 1, 2024 – DECEMBER 31, 2027

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I	RECOGNITION.....	3
II	GRIEVANCE PROCEDURE.....	3
III	MEMBER'S RIGHTS.....	5
IV	SALARIES.....	6
V	LONGEVITY.....	6
VI	DUES CHECKOFF.....	7
VII	COLLEGE INCENTIVE PROGRAM.....	7
VIII	HOURS OF WORK.....	7
IX	VACATIONS.....	9
X	PERSONAL LEAVE.....	11
XI	SHIFT DIFFERENTIAL PAY.....	11
XII	SICK LEAVE.....	11
XIII	HOLIDAYS.....	13
XIV	BEREAVEMENT.....	13
XV	UNIFORMS.....	14
XVI	LEGAL AID.....	14
XVII	GRADES.....	15
XVIII	MANAGEMENT RIGHTS.....	15
XIX	SAVINGS CLAUSE.....	15
XX	RETENTION OF BENEFITS.....	15
XXI	CHAIN OF COMMAND.....	16
XXII	INSURANCE.....	17
XXIII	P.B.A. BUSINESS.....	17
XXIV	WORKERS COMPENSATION.....	18
XXV	DURATION.....	18
	SALARY SCHEDULE	19

AGREEMENT

THIS AGREEMENT made this day of _____, _____ between the Borough of Ship Bottom, hereinafter referred to as the "**Borough**" or "**Employer**" and The Policemen's Benevolent Association, Inc., Local #175, hereinafter referred to as "**PBA**."

WITNESSETH

WHEREAS, the parties have carried on collective negotiations for the purpose of developing a contract covering wages, hours of work and other conditions of employment;

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

ARTICLE I RECOGNITION

The Employer hereby recognizes the Policemen's Benevolent Association, Inc., Local #175 as the exclusive representative for all full-time patrol officers and sergeants in its Police Department in the Borough of Ship Bottom, New Jersey, but excluding the Chief of Police and civilian employees of the Police Department.

ARTICLE II GRIEVANCE PROCEDURE

To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to the interpretation or application of this agreement only, the following procedures shall be followed:

STEP 1. An officer with a grievance shall first discuss it with his/her immediate supervisor, whether directly or through the P.B.A.'s designated representative, for the purpose of resolving the matter informally. The grievance must be presented at this step within twenty-one (21) days from the date of the occurrence of the facts giving rise to the grievance, or it shall be deemed waived by the officer and the P.B.A.

STEP 2. If the aggrieved party is not satisfied with the disposition of the grievance at Step 1, or if no decision has been rendered within fifteen (15) working days after presentation of that grievance at Step 1, he may file a written grievance with the Chief of Police, or, in his absence, a representative designated by him/her. A meeting on the written grievance shall be held within five (5) working days of the filing of the written grievance between the Chief of Police or his designated representative and the aggrieved party. The Chief of Police thereon shall render a decision in writing within ten (10) working days after the holding of the meeting. The grievance shall be filed within fifteen (15) working days of the aggrieved party's Step 1 complaint.

STEP 3. If the aggrieved party is not satisfied with the disposition of the grievance at Step 2, or if no written decision has been rendered within fifteen (15) working days after the presentation of that grievance at Step 2, the matter may be referred by the P.B.A. by its designated representative, to the Police Committee. A meeting on the grievance shall be held between the P.B.A. and the Police Committee, within ten (10) days after receipt of said grievance by the Police Committee, at which meeting the parties may be represented. Said meeting shall not be held publicly unless the aggrieved officer agrees in writing. The Police Committee shall render a final written decision within ten (10) working days of the date of the meeting.

STEP 4. In the event the grievance is not resolved at the third step, either party may, within five (5) days, refer the grievance to the Borough Council for resolution. The Borough Council shall answer within thirty (30) days of receipt of the grievance in writing.

STEP 5. In the event that the aggrieved person is not satisfied with the decision of the Borough Council, the aggrieved person or the P.B.A. may request arbitration by filing with the Public Employment Relations Commission within fifteen (15) calendar days of the decision of the Borough Council, or when such decision was due.

- A. The fees and expenses of the arbitrator shall be born equally by the parties. Any other expenses incurred by the parties, including but not limited to the presentation of witnesses, shall be born by the party incurring same.
- B. The arbitrator shall be bound by the terms and conditions of this agreement and shall not have any power to add to, subtract from, or in any way modify any of the terms of this Agreement.
- C. The decision of the arbitrator shall be in writing with the reasons therefore and shall be binding upon the parties; subject, however, to any applicable statutes and case law available to the parties.
- D. A grievance affecting a group of employees under Article I may be submitted by the P.B.A. on behalf of said named group at Step 3 of the grievance procedure.
- E. Either the Borough or the P.B.A. may waive any of the steps of the Grievance Procedure but said waiver can only be done in writing.
- F. The time limits set forth herein shall be strictly adhered to. If any grievance has not been initiated within the time limit specified, the grievance shall be deemed to have been waived. If any grievance has not processed to the succeeding steps in the Grievance Procedure within the time limits prescribed, disposition of the grievance at the prior steps shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to expand or contract the

time limits in writing, provided for the processing of the grievance at any step in the Grievance Procedure.

ARTICLE III MEMBER'S RIGHTS

SECTION 1.

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the employees represented by the P.B.A. because of membership or activity in the P.B.A.

The P.B.A. or any of its agents shall not intimidate or coerce employees into membership. Neither the Employer nor the P.B.A. shall discriminate against any employee because of race, creed, color, age, sex or national origin.

SECTION 2.

A. COLLECTIVE RIGHTS. The Borough hereby agrees that every Police Department employee of the Borough shall have the right to freely organize, join and support the P.B.A. and its affiliates or other police fraternal organizations and their affiliates for the purpose of engaging in collective negotiations for mutual aid and protection.

B. JUST CAUSE PROVISION. No Officer shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage, or given an adverse evaluation of his/her professional service without just cause.

C. REQUIRED MEETING OR HEARINGS. Whenever any Officer is required to appear before the Borough Governing body concerning any matter which could adversely affect the continuation of the officer in his office, position, or employment or the salary or any increments pertaining thereto, then the officer shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the P.B.A. present to advise him/her and represent him/her during such meeting or interview should the officer so desire.

D. CRITICISM OF OFFICER. Any question or criticism prior to filing written charges, by a supervisor, administrator, Borough Councilman, or any person, of other officer or their methodology, shall be made in confidence and not in the presence of other officers, or at public gatherings of the Borough. All complaints shall be brought promptly to the attention of the officer so as to allow the officer the opportunity to respond to the complaint.

SECTION 3.

Although the Borough agrees to protect the confidentiality of personal references, credentials, and other similar documents, it shall not establish any separate personal file, which is

not available for the employee's inspection. This provision shall not apply to any information, which need be disclosed to the employee under requirements of New Jersey State Statutes.

ARTICLE IV SALARIES

Effective January 1, 2024, 2025, 2026, and 2027, each employee in the bargaining unit shall be paid in accordance with Salary Schedule, which begins on page 19. The step numbers therein reflect years of service. The officer at the top step of the guide shall be considered an "Officer First Class."

Each bargaining unit member shall receive a one-time payment of \$1,200, not includable in base salary, following the ratification by both parties of this 2024-2027 collective bargaining agreement.

ARTICLE V LONGEVITY

Each employee represented by this contract who commenced employment before January 1, 2017 shall be paid, in addition to and together with his/her annual base salary as listed in Salary Schedule hereof, additional compensation based on the length of the employee's service as fixed and determined according to the following schedule. Any employee commencing employment on or after January 1, 2017 shall not be eligible for longevity payments of any kind.

YEARS OF SERVICE

PAYMENT OF ANNUAL BASE SALARY

Upon Completion of 4 Years	2%
Each Year Thereafter	1%
Until Officer Reaches	6%
Beginning 18 TH Year	8%
Beginning 24 th Year	10%

Longevity pay shall be applied on the basis of the employee's anniversary date of employment and shall commence at the adjusted rate the pay period following said anniversary date. Longevity shall be paid together with and in addition to the employee's base salary.

Longevity for new hires, as of January 1, 2002:

Upon completion of:

4 YEARS	2%
8 YEARS	3%
12 YEARS	4%
16 YEARS	6%
20 YEARS	8%
24 YEARS	10%

Employees eligible for longevity shall resume longevity movement. See Interest Arbitration Decision, dated June 17, 2013, freezing longevity payments.

ARTICLE VI DUES CHECKOFF

The Borough will deduct the monthly P.B.A. dues, from each employee who furnishes to the Borough written authorization for such deduction in a form acceptable to the Borough. Funds so deducted shall be paid to the P.B.A. on a monthly basis within thirty (30) days of the end of the month, together with a statement showing from whom the dues were collected and the amounts thereof.

The P.B.A. agrees to defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability, which may arise out of or by reason of action by the Borough in accordance with the instructions of the P.B.A. pursuant to this article.

ARTICLE VII COLLEGE INCENTIVE PROGRAM

The Borough agrees that the amount and quality of the officer's education often determines the value of his/her contribution to the community and the degree of proficiency with which an officer performs his/her duties. In order to provide an incentive to encourage the employees to achieve the advantages of higher education, the Borough agrees that each employee who receives academic credits for study in any institution of collegiate level which offers a college curriculum leading to or accredited toward an undergraduate baccalaureate, associate or graduate degree in law enforcement, criminal justice field or other related curriculum shall be paid a college allowance according to the following schedule:

ASSOCIATED DEGREE OR 64 CREDITS	\$500.00
BACCALAUREATE DEGREE	\$750.00

Payment made to any eligible employee pursuant to this Article shall be added to an employee's salary. The Borough is to be notified of the graduation or degree of qualified member one year in advance of anticipated graduation or degree.

ARTICLE VIII HOURS OF WORK

SECTION 1.

All hours of work shall be scheduled by the Chief of Police. The Department works a schedule consisting of twelve (12) hour work tours, primarily alternating 44 hour weeks and 36 hour weeks. This schedule may be changed by the Borough for legitimate governmental policy reasons. An individual officer may in good faith seek negotiation regarding his schedule with the Chief of Police and the Chief of Police shall in good faith consider scheduling requests by individual officers.

The employees work schedule shall be posted three (3) months in advance and maintained at same. If the work schedule is required to be changed or amended as the need may arise, the Borough will provide reasonable advanced written notice to all officers effected by said changes.

SECTION 2.

All hours worked in excess of eighty (80) hours in a two-week period or twelve (12) hours per day, shall be at the overtime rate of pay.

SECTION 3.

Overtime shall be defined as any and all hours worked in excess of eighty (80) hours in a two-week period or twelve (12) hours per day. This shall include all such hours spent on emergency training sessions, all court appearances connected with and arising from the officer's respective employment and in other extra duty activities which require the officer to come in after eighty (80) hours of work in a two-week period or twelve (12) hours of work in the work day have been completed. The overtime rate of pay shall be one and one-half (1 ½) times the regular rate of pay.

SECTION 4.

4.11 Employees required to report for duty at a time other than their regular duty schedule shall be compensated at the overtime rate of pay for the first hour of such duty. If the employee is required to report for duty at a time other than their regular duty schedule for more than one hour, the employee shall be compensated at the overtime rate of pay for the first hour of such duty and at the regular rate of pay for the remaining hours of such duty.

4.12 Employees who are required to report for duty at a time other than their regular duty schedule shall be compensated at the overtime rate of pay for the first hour of such duty. If the employee is required to report for duty at a time other than their regular duty schedule for more than one hour, the employee shall be compensated at the overtime rate of pay for the first hour of such duty and at the regular rate of pay for the remaining hours of such duty.

4.13 Employees who are required to report for duty at a time other than their regular duty schedule shall be compensated at the overtime rate of pay for the first hour of such duty. If the employee is required to report for duty at a time other than their regular duty schedule for more than one hour, the employee shall be compensated at the overtime rate of pay for the first hour of such duty and at the regular rate of pay for the remaining hours of such duty.

4.14 Employees who are required to report for duty at a time other than their regular duty schedule shall be compensated at the overtime rate of pay for the first hour of such duty. If the employee is required to report for duty at a time other than their regular duty schedule for more than one hour, the employee shall be compensated at the overtime rate of pay for the first hour of such duty and at the regular rate of pay for the remaining hours of such duty.

4.15 Employees who are required to report for duty at a time other than their regular duty schedule shall be compensated at the overtime rate of pay for the first hour of such duty. If the employee is required to report for duty at a time other than their regular duty schedule for more than one hour, the employee shall be compensated at the overtime rate of pay for the first hour of such duty and at the regular rate of pay for the remaining hours of such duty.

SF AL

All employees shall be eligible for all overtime. The Chief of Police, or his designee, shall maintain an overtime list consisting of the names of all employees. Overtime shall be offered to employees on the list on a rotation basis. The overtime list shall be posted in a conspicuous place and/or available for employee inspection. If an employee is offered overtime and declines, the next employee on the list shall be offered the overtime, and so on. An exception to the use of the list may exist if a special skill is required for the assignment.

ARTICLE IX VACATIONS

The Borough vacation plan shall be set forth below:

- A. After one year, one hundred (100) hours;
- B. After three years, one hundred fifty (150) hours;
- C. After six years, one hundred sixty (160) hours;
- D. After nine years, one hundred seventy (170) hours;
- E. After twelve years, one hundred eighty (180) hours;
- F. After fifteen years, one hundred ninety (190) hours;
- G. After eighteen years, two hundred (200) hours;
- H. After twenty years, two hundred forty (240) hours.

SECTION 2.

The rate of pay for vacation shall be the basic rate as computed for a forty (40) hour week.

SECTION 3.

No vacation time may be taken during the period from June 30 through September 6. Subject, nevertheless, to the discretion of the Chief of Police who may allow vacation time off during such period consistent with requirements of the Borough during such period.

SECTION 4.

Vacations shall be chosen by seniority with a minimum of fifteen (15) days' notice to the employer.

SECTION 5.

When a holiday occurs during the vacation, the employee shall be granted a day off with pay. Subject to the requirements of service, such day off shall be the last working day prior to the vacation, the first working day following the vacation, or a day to be taken within three (3) months subsequent to a week of vacation in which the holiday falls.

When the requirements of the service are such that the employee cannot be granted a day off as specified, a day's pay at the rate of time and one-half will be paid.

SECTION 6.

Vacation days shall be only those regularly scheduled days of work for an employee.

SECTION 7.

All vacation time must be used within one (1) year following the year such time is accrued, with the exception of section 8, below.

SECTION 8.

Officers who wish may carry up to sixty (60) hours of their earned vacation from the year before into the following year. Such earned vacation may not be carried more than one year.

SECTION 9.

After having chosen vacation times by seniority, employees may change those selections by notifying the Chief of Police at least seventy-two (72) hours before the effective change. This change may not interfere with the seniority selection of other employees and must be in conformance to the needs of service.

SECTION 10.

The Chief of Police reserves the right at any time to cancel all leave and recall personnel to duty if in the judgment of the Chief of Police the safety of the residents of Ship Bottom or the health and welfare of the community are threatened.

SECTION 11.

After three (3) full years of service, officers shall be entitled to sell back up to eighty (80) vacation hours per year, paid at 100% of the officer's per diem rate. Payment shall be made in November.

**ARTICLE X
PERSONAL LEAVE**

All employees shall be entitled to receive up to fifty (50) hours of personal leave in each calendar year. If the last ten (10) hours of personal leave are not utilized by the employee within the calendar year, said personal leave shall be converted to ten (10) accumulative sick hours.

No personal leave may be taken at any time without the express permission of the Chief of Police. This permission may be withheld if at any time personal leave requests will cause the Department to be undermanned, the effectiveness of efficiency of the Department will be undermined or a full complement of personnel is necessary in order to protect the health, safety and well-being of the residents of Ship Bottom.

If the employee makes the request for the personal leave at least forty-eight (48) hours before the shift is to begin, all considerations shall be made for the approval of said personal leave.

**ARTICLE XI
SHIFT DIFFERENTIAL PAY**

All full time police officers shall be paid shift differential, if worked, of 3% for the night shift, i.e., 18:00-06:00. This shift differential shall be added to the employee's base pay.

**ARTICLE XII
SICK LEAVE**

- A. Upon the full execution of this Agreement, each employee shall be entitled to accrue ten (10) hours sick leave per month. This in no way detracts from nor limits the accrued hours of sick leave accredited to the employees as of the date of the execution of this Agreement.
- B. Sick leave is hereby defined to mean absence from a post by a member of the Department due to the employee's illness, which prevents or significantly impairs the ability of the employee to perform his/her duties. In addition, all employees when as the result of any incident while not on duty that renders them unable to perform their normal duties, may apply the absence to their sick leave.
- C. Upon retirement or death, all employees, or beneficiary, shall be paid by the Borough of Ship Bottom for fifty percent (50%) of all unused sick leave, which they have accumulated at the current salary rate at the time of retirement or death, with a maximum of fifteen thousand (\$15,000) dollars.
- D. Any employee eligible to retire in a calendar year shall notify the Borough in writing through the Chief of Police no later than January 15th of that year, but in

no event less than thirty (30) days to the planned retirement date or eligibility date of the following:

1. Intent to retire or not.
 2. Failure of the employee to make timely notice to the Borough shall limit the retiring employee to the payment for unused sick time as heretofore provided; and the Borough shall have the sole option to defer making payment until the next calendar year. This notice is not required in the event of injury, disability or similar circumstances.
- E. Any employee absent from duty for three (3) consecutive days or longer due to sickness may be required to produce a certificate to the Police Chief signed by a doctor, indicating the nature and extent of the employee's illness. Within the discretion of the Police Chief or the Police Committee, the Borough may require an employee to submit to a physical examination to determine the employee's ability to return to work. If such physical examination is required, the Borough will pay for the same. If said physical is required, the Borough will place the employee on paid administrative leave until such physical is conducted and employee is cleared to return to active duty.
- F. An employee may, subject to the discretion of the Chief of Police consistent with scheduling requirements, use sick leave on two (2) consecutive days to attend to the illness of his/her spouse or child.
- G. The borough agrees to allow each employee to sell back up to 80 hours of unused sick time each year. The rate of payment shall be 50% of the sick day. A minimum of 500 sick hours must be maintained to be eligible to participate in this program. There shall be a \$15,000 cap over the course of the employee's employment. This cap applies only to this program and does not affect the benefit of paragraph C. This paragraph shall only apply to employees who commenced employment before May 21, 2010.

ARTICLE XIII HOLIDAYS

SECTION 1.

All officers shall be compensated, as part of their salary, for eight (8) hours only for each of the Holidays enumerated in Section 2, below. The PBA acknowledges that holiday pay is based on eight (8) hours and that no additional compensation is due to its members. Effective January 1, 2006, the Borough began making pension payments on the thirteen (13) holidays thereby making holiday's credible salary.

SECTION 2.

The holidays recognized are as follows:

- | | |
|---------------------------|----------------------------|
| 1. NEW YEAR'S DAY | 8. COLUMBUS DAY |
| 2. MARTIN LUTHER KING DAY | 9. ELECTION DAY |
| 3. LINCOLN'S BIRTHDAY | 10. VETERAN'S DAY |
| 4. WASHINGTON'S BIRTHDAY | 11. THANKSGIVING DAY |
| 5. GOOD FRIDAY | 12. DAY AFTER THANKSGIVING |
| 6. MEMORIAL DAY | 13. CHRISTMAS DAY |
| 7. LABOR DAY | |

If the day before Christmas and the day before New Year's fall Monday through Friday, then a half-day (1/2) holiday will be granted to all employees on duty on either of those days.

SECTION 3.

Any employee whose employment is terminated shall receive payment for the holiday pay that the employee has accumulated at the time of termination.

SECTION 4.

All holiday pay is to be paid in the form of a "pensionable" check.

ARTICLE XIV BEREAVEMENT

All full-time permanent employees shall be granted bereavement leave up to a maximum of five (5) consecutive days leave, including the day of the funeral, without the loss of regular straight time pay, upon the death of a member of his or her immediate family, upon the approval of the respective supervisor. Immediate family includes spouse, children, parents, brother and sister; spouse's parents, brother and sister, and grandparents of employee or spouse.

Such bereavement leave is with pay and is not chargeable against vacation, personal or sick leave time. Where a common disaster results in the death of more than one such relative within forty-eight (48) hours, no more than ten (10) days bereavement leave shall be granted.

ARTICLE XV UNIFORMS

SECTION 1.

A clothing allowance shall continue to be paid on a voucher basis in the amount of One Thousand Dollars (\$1,000) in each year of the contract.

SECTION 2.

The Borough will establish specifications for the cleaning of uniforms and will, through the public bidding process, obtain a vendor selected by the Borough to be responsible for the cleaning of police uniforms on a regular basis.

SECTION 3.

An initial issue of uniforms will be given each regular officer by the Borough Council.

SECTION 4.

All uniforms, equipment and personal effects that may be damaged in the line of duty shall be replaced by the Borough after inspection and certification by the Police Chief and surrender to the Borough the uniforms, equipment or personal effect being replaced. Further, all personnel covered by the unit shall at all times wear their uniform when they are on duty and shall maintain that uniform in accordance with the directions of the Police Chief.

SECTION 5.

All special officers shall have uniforms that are distinguishable from the regular officers and they shall maintain the high standards of neatness of the regular officers, special officers, temporary officers and all other non-full time personnel are excluded from coverage of this collective bargaining agreement.

ARTICLE XVI LEGAL AID

The employer will provide legal aid to all personnel covered by this Agreement pursuant to the provisions of existing statutes while acting in his/her capacity as a member of the Police Department. Legal Aid shall not be provided when the member is defending a disciplinary action taken by the employer and finding is adverse to the member.

ARTICLE XVII GRADES

Grades shall be established as follows for all employees covered by this Agreement from the date of hiring with the Employer. Grades are reflected on the salary guide based on date of hire and years of service. Employees move the next grade on the first day of the 13th month after entering the previous grade.

ARTICLE XVIII MANAGEMENT RIGHTS

SECTION 1.

The parties agree that there are certain functions, responsibilities, authority and managerial rights exclusively reserved to the employer. All the rights, power and authority possessed by the employer prior to the execution of this Agreement are retained exclusively by the employer subject to such limitations as are specifically provided in the Agreement.

SECTION 2.

The parties agree that the employees in this bargaining unit may take no action, the result of which the restraint or interference with managerial rights of the employer.

ARTICLE XIX SAVINGS CLAUSE

In the event that any Federal or State legislation or government regulation, including internal revenue service or court decision, cause invalidation of any Article or Section of this Agreement, all other Articles and Section not so invalidated shall remain in full force and effect, and the parties shall comply and renegotiate concerning such invalidated provisions.

ARTICLE XX RETENTION OF BENEFITS

SECTION 1.

This Agreement shall govern all wages, hours of work and conditions of employment herein set forth as applicable to the members of this unit.

SECTION 2.

All practices and working conditions not covered by this Agreement shall continue to be governed, controlled and interpreted by reference to the Borough charter, ordinances, rules and regulations of the Police Department.

SECTION 3.

Any past or present benefits or privileges which are enjoyed by all of the employees covered by this Agreement and that are known to be represented or to exist by both parties to this Agreement which have not been included in this Agreement shall be continued.

SECTION 4.

In the event that any Federal or State legislation, governmental regulation or court decisions caused invalidation of any article or section of this Agreement all other Articles and Section not so invalidated shall remain in full force and effect, and the parties shall comply and renegotiate any such invalidated provisions.

ARTICLE XXI CHAIN OF COMMAND

The Police Department shall function following a strict chain of command at the top of which shall be the Mayor and Council of the Borough of Ship Bottom. Following the Mayor and Council shall be the Appropriate Authority to whom the Chief of Police shall report.

The Chain of Command from the Chief of Police and on down the ranks and the line of authority from the Patrolmen to the Sergeant and on up the ranks, shall be preserved in order to maintain principles of good administration. Rank shall not be bypassed.

Patrolmen shall not directly take matters to the Chief of Police, which should ordinarily be taken up with their respective, immediate senior officer, unless it is a matter of which the senior officer has no official concern.

With respect to unfair decisions, officers may as a matter of recourse, request of their immediate superior officer that they be granted an interview with the next higher officer in rank or the commanding officer.

The Chief of Police shall keep his commanding officers informed of changes within his command or order, assignments and the like, where it concerns persons under their supervision and commanding officers will likewise keep the subordinate ranking officers so informed, except in cases of emergency, where by nature of the business following such procedures is not warranted and other action is deemed appropriate.

ARTICLE XXII INSURANCE

SECTION 1.

The employer agrees to provide all employees with the following insurance, or its equivalent. Employees shall contribute to the cost of insurance in an amount equal to that required by P.L. 2011, c. 78. Contribution shall be pre-tax.

A. New Jersey State Health Benefits Program, according to its rules and regulations, which shall include the following:

- (1) PPO (Preferred Provider Organization) Plan Full Medical Benefits;
- (2) Eyeglass/Visions care Plan;
- (3) Prescription Plan. The Borough shall not reimburse employees for any portion of the prescription co-pays.
- (4) Dental Plan.

B. Disability Insurance

Except as provided by P.L. 2011, c. 78, all insurance plans provided in Section 1 shall be paid for fully by the employer.

SECTION 2.

The insurance herein above set forth in Section 1 may be purchased after the officers legitimately retire from the employ of the Borough of Ship Bottom, as long as the carrier utilized by the Borough agrees to the continued coverage and purchase by the Police Officers. Any increased costs to the Borough as a result thereof shall be the responsibility of the officer electing to continue to purchase the insurance.

ARTICLE XXIII P.B.A. BUSINESS

The employer agrees to grant, pursuant to N.J.S.A. 40A:14-177, necessary time off with pay to the President and one other delegate to attend any State or National convention of the New Jersey State Policemen's Benevolent Association and one (1) day off per month with prior approval of the Chief of Police to conduct P.B.A. business.

ARTICLE XXIV WORKERS COMPENSATION

If an employee is injured on duty they shall apply for workers compensation as provided for by the Borough's workers compensation insurance carrier. Pending receipt of worker compensation confirmation benefits by the officer the Borough agrees to advance to the officer

their normal base pay, a portion of which is tax exempt as workers compensation benefit. The officer agrees to reimburse the Borough the workers compensation portions advanced upon receipt of payment of their workers compensation benefit. (If the injury is deemed non-compensable the officer agrees to reimburse the Borough for the workers compensation benefit) and base pay advanced from accumulated sick leave. During the period the officer is on workman's compensation leave, up to a period of time not to exceed 1 year, the borough shall pay the officer the difference between their normal weekly gross pay and the sum received from worker compensation, less all-normal deductions.

ARTICLE XXV DURATION

This Agreement shall become effective as of January 1, 2024 and shall continue in full force and effect until December 31, 2027. The parties agree that this Agreement is for the years 2024, 2025, 2026, and 2027.

SALARY SCHEDULE

2024	2025	2026	2027
Sgt. 4 \$121,475.19	Sgt. 4 \$126,334.20	Sgt. 4 \$131,387.56	Sgt. 4 \$136,643.07
Sgt. 3 \$118,714.39	Sgt. 3 \$123,462.97	Sgt. 3 \$128,401.48	Sgt. 3 \$133,537.54
Sgt. 2 \$115,953.59	Sgt. 2 \$120,591.73	Sgt. 2 \$125,415.40	Sgt. 2 \$130,432.02
Sgt. 1 \$113,192.79	Sgt. 1 \$117,720.50	Sgt. 1 \$122,429.32	Sgt. 1 \$127,326.49
11. \$110,431.99	11. \$114,849.27	11. \$119,443.24	11. \$124,220.97
10. \$102,324.92	10. \$105,906.29	10. \$109,613.01	10. \$113,449.47
9. \$94,748.80	9. \$98,065.01	9. \$101,497.29	9. \$105,049.69
8. \$87,172.65	8. \$90,223.69	8. \$93,381.52	8. \$96,649.87
7. \$78,636.15	7. \$81,388.42	7. \$84,237.01	7. \$87,185.31
6. \$73,215.77	6. \$75,778.32	6. \$78,430.56	6. \$81,175.63
5. \$67,795.38	5. \$70,168.22	5. \$72,624.10	5. \$75,165.95
4. \$63,184.23	4. \$65,395.68	4. \$67,684.53	4. \$70,053.49
3. \$58,573.11	3. \$60,623.17	3. \$62,744.98	3. \$64,941.06
2. \$54,474.75	2. \$56,381.37	2. \$58,354.72	2. \$60,397.13
1. \$50,376.40	1. \$52,139.57	1. \$53,964.46	1. \$55,853.21

ALL OFFICERS CURRENTLY AT TOP STEP SHALL REMAIN AT TOP STEP

EFFECTIVE 01-01-21 AND AS REFLECTED ON SCHEDULE ANY FULL TIME POLICE OFFICERS IN THE RANK OF SERGEANT SHALL BE PAID A RANK DIFFERENTIAL AS FOLLOWS:

- 1ST YEAR WILL BE 2.5% ABOVE FIRST CLASS BASE
- 2ND YEAR WILL BE 5% ABOVE FIRST CLASS BASE
- 3RD YEAR WILL BE 7.5% ABOVE FIRST CLASS BASE
- 4TH YEAR AND THEREAFTER WILL BE 10% ABOVE FIRST CLASS BASE

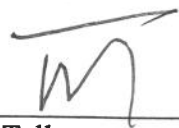
BOROUGH OF SHIP BOTTOM

ATTEST:


Kristy Davis
Borough Clerk

BY: 
Mayor William Huelsenbeck

Date: 1/9/24

BY: 
Thomas Tallon
Councilman

POLICEMEN'S BENEVOLENT ASSOCIATION
LONG BEACH ISLAND LOCAL #175

BY: 
Anthony Lazlo

BY: 
Sean Frank

Date: 1/3/24