

AGREEMENT

By and Between

**BOROUGH OF ALLENHURST,
MONMOUTH COUNTY, NEW JERSEY**

and

**P.B.A. LOCAL NO. 57 – OF THE BOROUGH OF
ALLENHURST
POLICE DEPARTMENT SECTION**

January 1, 2023 – December 31, 2026

PREPARED BY:

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PREAMBLE

THIS AGREEMENT entered into this 1st day of January, 2023, by and between the BOROUGH OF ALLENHURST, in the County of Monmouth, New Jersey, a Municipal Corporation of the State of New Jersey, (hereinafter referred to as the "BOROUGH") and P.B.A. LOCAL NO. 57 of the BOROUGH OF ALLENHURST, POLICE DEPARTMENT SECTION (hereinafter referred to as the "ASSOCIATION") (and the Borough and Association are referred jointly to as the "Parties").

Incorporation of Preamble. The Parties hereto agree that the statements contained in this Preamble be and are hereby incorporated into this Agreement as if more fully set forth therein at length.

ARTICLE 1

RECOGNITION

A. The Borough hereby recognizes the Association as the exclusive collective negotiation agent for all permanent, full-time police officers employed in the Police Department of the Borough, but excluding the Chief of Police, all professional, craft and clerical employees and all other Borough employees and supervisors within the meaning of the Act.

B. The title of police officer shall be defined to include the plural as well as the singular and to include male as well as female.

ARTICLE 2

COLLECTIVE BARGAINING PROCEDURE

A. Collective negotiations with respect to rates of pay, hours of work or other

conditions of employment shall be conducted by the duly authorized bargaining agents of each of the parties.

B. Collective negotiation sessions shall be held at times and places mutually convenient at the request of either party and shall be held as frequently as may be necessary for the purpose of expediting the negotiations.

C. Not more than two (2) employees of the Borough who may be designated by the Association to participate in collective negotiation sessions will be excused from their work assignments without loss of regular straight time pay if such sessions occur during their working hours. There shall be no interference with the normal operations of the Police Department.

D. Not more than three (3) representatives of the Borough and three (3) representatives of the Association shall participate in collective negotiation meetings. However, attorneys, if any, for the parties and the Borough Business Administrator shall not be included within the numbers referred to herein.

ARTICLE 3

ASSOCIATION BUSINESS

A. Grievance Committee

The Borough shall permit members of the Association Grievance Committee of the Borough, consisting of two (2) patrol officers and one (1) superior officer of the Borough Police Department, to conduct the business of the Committee, and the said superior officer shall be of the rank of Sergeant, which business consists of conferring with employees and

management on specific grievances in accordance with the grievance procedure set forth herein, during the duty hours of the members, without loss of pay, provided the conduct of said business shall not diminish the effectiveness of the Police Department or require the recall of off-duty police officers to bring the Department to its proper effectiveness.

B. Negotiating Committee

The Borough shall permit members of the Association Negotiating Committee of the Borough to attend collective bargaining meetings during the duty hours of the members. However, only two (2) members of such Committee shall be permitted to attend such meetings without loss of pay.

C. Convention Committee

The Borough agrees to grant the necessary time off without loss of regular straight time pay to the President of the Association, if he is employed by the Borough, and such other members of the Association selected as delegates, if they are employed by the Borough, not to exceed two (2), including the President, to attend the annual State of New Jersey Policemen's Benevolent Association convention as provided under N.J.S.A. 40A:14-177.

ARTICLE 4

DISCRIMINATION AND COERCION

A. There shall be no discrimination, interference, or coercion by the Borough or any of its agents against the employees represented by the Association because of membership or non-membership or activity in the Association. The Association and its agents shall not intimidate or coerce employees into membership, nor shall they discriminate or interfere against employees

because of their membership or non-membership or activity in the Association.

B. Neither the Borough nor the Association shall discriminate against any employees represented by the Association because of race, creed, color, age, sex or national origin or any other classification protected by law.

ARTICLE 5

SICK LEAVE

A. The Borough shall comply with the requirements of the New Jersey Sick Leave Law N.J.S.A. 34:11D-1, et seq. as respects the first 40 hours of sick leave each calendar year.

B. Sick leave shall be based on the number of hours in an employee's regular shift. During the first calendar year of employment an employee shall receive ½ of a day of paid sick for each calendar month or partial month employed. During the 2nd calendar year of employment and thereafter, in anticipation of continued employment an employee shall receive 12 days of paid sick leave on January 1 of each calendar year. An employee shall earn 1 day of sick leave for each 1 month of employment to a maximum of 12 days (January through December). Should an employee leave employment prior to completing a full calendar year, his sick leave for that year shall be prorated.

If such an employee uses none or only a portion of his allowable sick leave during any calendar year, the amount of this leave not taken accumulates to his credit from year to year, and the employee is entitled to use any accumulated sick leave with pay, if and when needed. No employee shall accumulate sick leave benefits when on an unpaid leave of absence, excluding Military Leave and FMLA/FLA. .

Sick leave is defined as any absence from duty because of illness or accident not

arising out of an employee's course of employment and may be used by an employee for personal illness and also illness of his spouse and child, which requires his attendance upon the ill member, quarantine restriction, pregnancy or disabling injuries.

C. No employee shall be allowed to work and endanger the health and well-being of other employees and if the employee's condition warrants, the employee may be directed to take sick leave. The Business Administrator may direct the employee to the Borough Physician for an opinion as to the eligibility of the employee to be absent from work.

D. Sick leave with pay shall not be allowed under the following conditions:

1. When the employee, under medical care, fails to carry out the orders of the attending physician.

2. When in the opinion of the Borough Medical Physician, the employee is ill or disabled because of self-imposed contributory causes or actions.

3. When in the opinion of the Borough Medical Physician, the disability or illness is not of sufficient severity to justify the employee's absence from duty.

4. When an employee does not report to the Borough Physician.

E. The recommendation of the Borough's Medical Physician as well as those of the attending physician, as to the justification of the absence from duty on account of disability or illness or of the fitness of the employee to return to duty shall be considered by the Board of Commissioners. The Board of Commissioners reserves the right in such cases where there is a difference in professional opinion between the Borough Physician and the personal Physician, to require the employee to submit to an examination by a third doctor.

ARTICLE 6

INJURY LEAVE

A. Whenever a member of the Association is incapacitated from duty because of a physical injury sustained in the performance of his duty, he shall receive his salary less such amounts as shall accrue or be paid to said injured member by Workmen's Compensation benefits. This said salary shall continue during the term and period of temporary compensation benefits as authorized by the Workmen's Compensation Statutes of the State of New Jersey. At its option, the Borough may pay to the employee either his entire salary and then be reimbursed by the employee immediately upon receipt of each Workmen's Compensation check.

B. Any permanent or partial payment award made to said employee by any Workmen's Compensation Court, or any other Court of competent jurisdiction, shall be and remain the property of the said employee and shall not be reimbursed to the employer.

C. The provisions herein recited in the event of a physical injury to a member of the Association shall not exceed the term or period of one (1) year from the onset of said physical injury. The time wherein said member of the Association is not permitted or is unable, by reason of certification by a Borough physician, to perform such duties as shall be directed by the Chief of Police, or his designee, resulting from the said physical injury, shall not be charged against sick leave of the said Association member.

D. The Borough retains the right in its discretion to extend the period of payment referred to in all of the sections hereinbefore recited, due to illness or injury,

beyond the term of one (1) year if permitted by law.

E. If a disagreement arises with respect to the existence or extent of a job-connected disability, such issue shall be determined by a physician agreed to by both parties to this agreement, and the cost of same shall be borne equally by both parties to this Agreement. If the parties are unable to agree upon a physician under the terms of this Section, such dispute shall be submitted to the Monmouth County Medical Association for the appointment of a physician, whose decision shall be binding and final upon all parties.

ARTICLE 7

WORKING HOURS

A. Each workday shall consist of 10 hours, so that each member's work week shall consist of four 10-hour days. During emergency situations, the Chief of Police shall have the ability to dictate work schedules for that period of emergency.

B. Overtime hours as herein before or hereinafter referred to shall consist of time worked over and above the employee's regular workdays or hours. Overtime shall be approved by the Chief of Police or his designee, and overtime shall consist of emergency duty when the employee is called back or recalled for duty by the Chief of Police or his designee. Overtime shall also include required attendance as part of official duties at any Court or Administrative Body or Tribunal beyond the members' usual and normal regular tour hours. If a member of the Association unit is called back for attendance as part of official duties at any court or administrative body or tribunal, which attendance involves less than two hours' time, the member shall receive compensation for two full hours' overtime for such duty. Any member of

the Association who shall be required to work overtime as herein before referred to, or who shall be required to work after having completed his normal and usual work week, shall be compensated for such overtime as follows:

1. Overtime worked may either be paid to the member or be credited to a "bank" with maximum accumulation limits as hereinafter specified, at the Member's discretion. Members shall receive overtime pay for each hour of overtime worked in excess of the Member's regular workdays or hours and for extra duty work as provided for in this article.

2. For all members, the "bank" limit shall be 40 hours. All overtime earned after the Member's "bank" is full shall be paid to the Member in accordance herewith. All overtime shall be paid on the basis of one and one-half (1½) times such unit member's regular hourly rate for each hour of working time in excess the members regular workdays or hours.

3. Payment for overtime at the member's discretion or after the member's "bank" is full, shall be included in the paycheck due on the 15th day of the month following that in which the overtime was worked.

4. All time accumulated in the "bank" shall be available for use by the member as compensatory time off on the basis of one hour off for each hour accumulated. Requests for compensatory time off shall be granted within a reasonable time and for such days as in the judgment of the Chief of Police or his designee, will not unduly interrupt operation of the Department.

C. Members called back to duty on scheduled days off shall receive overtime pay as follows without regard to the number of hours accumulated in the "bank." Except as noted in paragraph 3 below, payment for such overtime shall be included in the next pay period.

1. Members called back to duty from authorized vacation leave shall receive double time pay for each vacation leave hour worked.

2. Members called back to duty to work an eight hour shift on a scheduled day off shall receive time-and-one-half pay for each such hour worked.

3. Members called back to duty on a scheduled day off to work a special detail, (i.e.) Borough functions, parades, road races, etc., shall receive double time pay only if the sponsor for the event provided sufficient funds to pay such double time.

4. When a member is ordered by a supervisor to work a shift and has done so without at least thirty-six (36) hours' notice, the officer shall be entitled to two (2) hours compensatory time.

D. Upon retirement or termination of employment, unused hours accumulated in the "bank" shall be paid to the member at straight time, hour for hour, based on the average regular rate of pay over the last three years of employment, or the final rate of pay, whichever is higher.

E. Superior Officers shall be credited with 10 hours of compensatory time each January 1 for being on-call.

ARTICLE 8

VACATIONS

A. In anticipation of continued employment, vacation shall be credited for use at each vacation

level on January 1 of the calendar year in which an employee's anniversary is reached. Should an employee leave employment prior to reaching his anniversary date, his vacation for that year shall be prorated. For earning and prorating of vacation time, the divisor shall be 12 months. Vacation time shall be converted to hours based on an 8 hour workday. For example, if an employee has 20 days of vacation, it will be converted to 160 hours.

B. Full-time employees shall earn up to 80 hours of vacation on a prorated basis for time served during their first calendar year of employment.

C. In the calendar year that the employee will commence his 2nd year of employment to the completion of 5 years of employment, the employee shall continue to earn up to 80 hours of vacation for each 12 months served on a prorated basis.

D. In the calendar year that the employee will commence his 6th year of employment to the completion of 10 years of employment, the employee shall receive 120 hours of vacation for each 12 months served on a prorated basis.

E. In the calendar year that the employee will commence his 11th year of employment to the completion of 20 years of employment, an employee shall receive 160 hours of vacation for each 12 months served on a prorated basis.

F. In the calendar year that the employee will commence his 21st year of employment and continuing thereafter, he shall receive 200 hours of vacation for each 12 months served on a prorated basis.

G. Subject to N.J.S.A. 40A:9-10.5, all vacation time shall be used in the current year and shall not be accumulated without the prior approval of the Board of Commissioners and

further subject to any special provisions that the Board of Commissioners may decide to be in the best interest of the Borough.

H. It is the policy of the Borough that each employee take advantage of the authorized vacation period for reasons of health, rest, relaxation and pleasure and thus extra compensation in lieu of vacation shall not be allowed unless prior authorization shall be obtained from the Board of Commissioners.

ARTICLE 9

DEATH IN FAMILY

A. Employees shall be granted five (5) working days off without loss of regular straight time pay for death in the immediate family. Notice of such absence shall be given to the Chief of Police as soon as possible, for the first day of the intended absence. For purposes of definition of this Section, "immediate family" shall consist of father, mother, spouse, children, brothers, and sisters.

B. If an employee's mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, or grandchild dies, said employee member shall be granted time off without loss of regular straight time pay for three (3) working days.

C. An employee shall be granted the day of the funeral for the purpose of attending the funeral without loss of regular straight time pay for the death of an aunt or uncle of the employee member or his spouse, or spouse's grandparents.

D. The Borough may require reasonable proof of such death. Under extenuating circumstances, such as the death of a relative, not part of the employee's immediate family, living

in the home of the employee, the Borough may extend the death leave of an employee.

ARTICLE 10

PERSONAL DAYS

A. Each permanent employee, who has completed at least one (1) full year of employment, is entitled to FOUR (4) personal days off, without loss of regular straight time pay. Requests for personal days off shall be made in advance to the Chief of Police or his designee and shall be scheduled in a manner which will not unduly interrupt the operation of the Department. Personal days must be used in the year in which they are granted. They shall be otherwise forfeited. Personal days shall be based on the number of hours in an employee's regular shift. Personal days shall be credited for use on January 1 of each calendar year in anticipation of continued employment. Should an employee leave employment prior to completing the calendar year, personal days shall be prorated.

ARTICLE 11

HOLIDAYS

A. The following shall be recognized as holidays under this agreement:

New Year's Day

Martin Luther King Day

President's Day

Easter

Memorial Day

July 4th (Independence Day)

Labor Day

Columbus Day
Veteran's Day
Thanksgiving Day
Founder's Day
Christmas Day
Juneteenth

B. The holidays above referred to shall be paid in cash to the employees, subject, however, that at the time of assignment of vacations to each employee, the said employee shall be permitted to accept payment for all of the holidays in cash or shall be permitted to add six (6) of the holidays to the vacation of the employee, with the balance of six (6) holidays to be paid in cash to the employee. Holiday pay or conversion to vacation time is based on the number of hours in an officers regularly scheduled shift. For example, if an employee with a 10-hour workday elects to convert 50% of his holiday time to vacation time he will be credited with 65 hours and paid for 65 hours.

C. Payment for holidays shall be made on November 30th of the calendar year.

ARTICLE 12

HOSPITALIZATION AND INSURANCE

A. The Borough shall continue to provide existing hospitalization and insurance coverage in accordance with State Law.

B. The Borough shall pay the full cost of individual coverage for group life insurance for all employees.

C. If an employee opts not to participate in the medical insurance plans provided by the Borough, he shall receive compensation in lieu of insurance at rates to be established by the Board of Commissioners.

D. The Borough may, at its option, change any of the current insurance coverages in effect, or carriers so long as substantially similar benefits are provided. The Borough shall provide the Association with notice of the impending change so that the Association shall have the opportunity to review the prospective carrier and coverages.

ARTICLE 13

CLOTHING ALLOWANCE

A. A clothing and maintenance allowance in the following amounts shall be provided by the Borough to all full-time Officers. The allowance shall be provided to each Officer as prescribed herein:

2023 through 2026 = \$2000.00 per year.

B. Payment of one-half the amount of the clothing allowance to employees shall be made on April 1st and September 1st of each calendar year. Money must be spent by the employee on items of clothing and equipment to be used in police service.

C. If all or any part of the present uniform is changed by Borough action, then the Borough shall bear the cost of such change, and not be considered as part of the yearly clothing and maintenance allowance.

ARTICLE 14

FALSE ARREST AND LIABILITY INSURANCE

A. The Borough will continue to provide false arrest and liability insurance for employees covered under this agreement in the sum of not less than Five Hundred Thousand Dollars (\$500,000.00) per incident for liability arising out of bodily injury or property damage for which the insured is held legally liable.

B. Where a member of the Police Department is made a defendant in any suit or other legal proceeding arising out of performance of police duty, or out of any incident arising in the line of such duty, the Borough shall provide legal aid for the defense of such suit or other legal proceeding. The employee shall have the right to engage an attorney licensed to practice in the State of New Jersey of his own choice for the defense of such suit or other legal proceeding subject to the prior approval of the Borough. If the employee shall be found not guilty, or the same shall be dismissed, the Borough shall pay for all reasonable legal costs incurred by the employee in the suit or proceeding. If the employee shall be found guilty in any suit or legal proceeding arising out of and in the course of his duties, then said employee shall pay for all of the legal costs incurred.

C. The Borough shall not provide an employee covered under this Agreement with counsel for his defense in a disciplinary proceeding instituted as a result of a complaint on behalf of the Borough.

ARTICLE 15

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate supervisor.

B. Definitions

1. The term grievance as used herein means the interpretation, application or violation of this agreement, policies, agreements or administrative decisions affecting the terms and conditions of employment and may be raised by an individual, the Association on behalf of an individual or group of individuals, or the Borough.

2. Working days is defined as Monday through Friday, excluding Borough holidays.

C. PROCEDURE

STEP ONE

1. The member of the negotiations unit who is on the Executive Board of the Association, or in his absence, another Executive Board member of the Association, (hereinafter "Association Representative") shall present the grievance in writing and discuss it

with the Police Chief, or his duly designated representative, within ten (10) working days of the occurrence giving rise to the grievance. Otherwise, said grievance shall be deemed settled. The Police Chief, or his duly designated representative shall answer the grievance within ten (10) working days from the date of its presentation.

2. Grievances initiated by the Borough shall be filed directly with the Association within fifteen (15) days of the occurrence of the grievance, or receipt of notification of the incident(s) which constitutes the grievance. Failure to act within said fifteen (15) working days shall be deemed to constitute an abandonment of the grievance. A meeting shall be held within fifteen (15) days after filing a grievance between the representative of the Borough and the Association, in an earnest effort to adjust the differences between the parties.

STEP TWO

If the grievance is not resolved at Step One or if no answer has been received by the Association within the time set forth in Step One and only if the grievance concerns an alleged violation of the Agreement, then the Association Representative shall present the grievance in writing within fifteen (15) working days to the Police Chief with copies to the Borough Business Administrator and Police Commissioner. The presentation shall set forth the position of the Association. The Police Chief shall answer the grievance in writing within fifteen (15) working days after receipt of said grievance.

STEP THREE

If the grievance is not resolved at Step Two or if no answer has been received by the Association within the time set forth in Step Two, the grievance may be presented in writing to

the Police Commissioner within ten (10) working days. The final decision of the Police Commissioner shall be given to the Association Representative in writing within fourteen (14) days after receipt of the grievance by the Police Commissioner.

STEP FOUR

1. If the grievance has not been settled by the parties at Step Three of the grievance procedure, or if no answer in writing by the Police Commissioner has been received by the Association within the time provided in Step Three, the Association shall have the right to make a firm choice of submitting such grievance to arbitration and the Arbitrator shall be selected pursuant to the rules of the New Jersey Public Employment Relations Commission.

2. The Arbitrator shall be bound by the provisions of this Agreement and the laws and cases of New Jersey and of the United States and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the Arbitrator shall be final and binding upon the parties.

3. The cost for the services of the Arbitrator shall be borne equally by the Borough and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring the same.

ARTICLE 16

SALARY

A. The Annual base salaries of the Sworn Officers of the Borough Police

Department shall be as set forth in Appendix A, attached hereto. Officers not at the top step shall continue to move horizontally on the guide on January 1 of each year and vertically on their anniversary date.

B. Each "BAC" (Blood Alcohol Content) machine operator shall receive the sum of Five Hundred (\$500.00) Dollars above the comparable rank of Uniformed Officers for the years 2020, 2021 and 2022.

C. Each Officer designated as Field Training Officer shall receive a stipend of \$1,000.00.

D. Each Officers who are designated to perform the duties of a detective shall receive \$500.00 for performing said services.

ARTICLE 17

MISCELLANEOUS

A. There will be one (1) fifteen (15) minute break during the working shift and two (2) thirty (30) minute breaks during the working shift to be scheduled and taken so as not to interfere with the work needs of the Department.

B. Mileage for approved use of a police officer's personal vehicle for Departmental business shall be at the Federally proscribed rate.

C. The Borough shall furnish each officer with one (1) Police Officer's hat per year.

D. The Borough shall furnish guns, ammunition, belt and holster, name tags, badges, and batteries whenever same are needed for replacement to properly perform the services required by employees covered under this Agreement.

E. All uniforms or portions thereof, including bullet proof vests, damaged in the performance of duty shall be replaced by the Borough at the Borough's cost and expense. This item is not and shall not be deemed to be part of the allowance for clothing received within the terms of this said Agreement.

F. The Borough shall bear the cost of replacing bulletproof vests issued to members of the Department as required pursuant to the manufacturer's instructions.

ARTICLE 18

RETIREMENT

A. Any employee who retires under the Police & Firemen's Retirement System based on the required years of service credited in such retirement system, excepting the employee who elected deferred retirement and is employed by the Borough on his retirement date, or an employee who retires on a disability pension based on fewer years of service credited in such retirement system, shall be provided with paid up Hospitalization Benefits for the retired employee and those dependents covered under NJ State Health Benefits, or other insurance provider as may from time to time be contracted with. This shall not include dental or eyeglass benefits.

B. All permanent full-time employees who retire under the Police & Firemen's Retirement System based on the required years of service credit in such retirement system, and who shall have accumulated sick leave upon retirement shall be entitled to one-half day's pay at the rate of pay in effect at the time of retirement for each full day of unused accumulated sick leave up to a maximum of 100 day's pay, reflecting the accumulation of 200 days unused sick

leave. If the dollar amount exceeded \$15,000 prior to March 22, 2010, the employee will be paid the amount accumulated to that date. Any employee who has not accumulated more than \$15,000 of sick time will be compensated one-half of their total accumulated unused sick time up to 100 days or \$15,000, whichever is less.

C. Accumulated sick leave benefits will be paid in full to the employee upon his retirement provided that there are sufficient funds remaining from that individual employee's budgeted salary. If there are not sufficient funds from the individual employee's budgeted salary, then the Borough, at its option, may pay the entire sum due or only so much of the sum due as remains from the employee's budgeted salary and the Borough may pay the balance over the next three fiscal years.

D. If the employee's retirement due to a job related disability prior to said employee's actual retirement date, such accumulated sick leave benefit will be paid on the basis noted in B above to this employee.

E. If the employee's death prior to his retirement, such accumulated sick leave benefit will be paid on the basis noted in B above to the employee's designated beneficiary or estate.

F. If the State of New Jersey limits any of the above-mentioned benefits, the Borough will comply with any and all such limits.

ARTICLE 19

OUTSIDE EMPLOYMENT

A. All requests for outside employment with or without uniform during the off-duty

hours shall be made to the Chief of Police or his designee, who shall have the right to approve or disapprove said request.

B. The rates for Outside Employment road jobs shall be as proscribed by ordinance.

C. Payment for Outside Employment will not be made until funds have been received by the Borough from the requestor. The Borough has engaged a company to manage these outside engagements for the Borough, which we anticipate will result in prompt payment for such efforts.

ARTICLE 20

PERSONNEL FILES

A. No materials or writings relating to an employee's conduct or service shall be placed in the said employee's personnel file prior to the employee having an opportunity to see such materials or writings. The employee shall initial such materials or writings signifying that he has seen them.

B. The employee may, if he disagrees with the contents of the materials or writings so indicate and furnish supporting proofs, if any, within ten (10) days after he has seen the writings or materials.

C. Employees have a right, at reasonable times, to examine their personnel files.

ARTICLE 21

MANAGEMENT RIGHTS

A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibility conferred upon and vested in it prior to the

signing of this Agreement by the Laws and Constitution of the State of New Jersey, and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Borough Government and its properties and facilities, the activities of its employees;
2. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions 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. In 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 specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities, and authority under R.S. 40A or any other national, state, county or local laws or regulations as they pertain to municipal government.

D. Terms and condition of employment not addressed in this Agreement or by binding past practice shall be governed by the Department's Rules and Regulations and the Borough's

Personnel Policies and Procedures Manual.

ARTICLE 22

SAVINGS CLAUSE

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE 23

COMPLETENESS OF AGREEMENT

This agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such issue, whether or not covered by this Agreement, and whether or not within the knowledge of contemplation of either or both parties at the time they negotiated and signed this Agreement.

ARTICLE 24

TERM AND RENEWAL

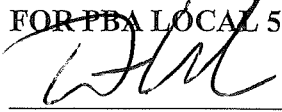
A. This Agreement shall be in full force and effect as of January 1, 2023 and shall remain in effect to and including December 31, 2026. The provisions of this Agreement shall be prospective in nature, except where, by their terms, such provisions are made retroactive.

B. This Agreement shall continue in full force and effect from year to year thereafter,

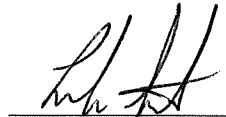
unless one party or the other gives notice, in writing, in accordance with the New Jersey Employer-Employee Relations Act, of a desire to change, modify or terminate this Agreement

IN WITNESS THEREOF, the parties hereto have hereunder set their hands and seals at Allenhurst, New Jersey, on the dates set forth below.

FOR PBA LOCAL 57


Daniel Weber, President

Dated: 5-11-23

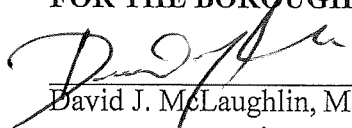

Luke Sciallo, State Delegate

Dated: 5-11-23


Allenhurst Unit Rep.

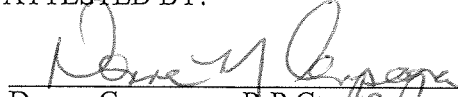
Dated: 5/11/23

FOR THE BOROUGH


David J. McLaughlin, Mayor

Dated: 4/6/23

ATTESTED BY:


Donna Campagna, R.P.C.,
Administrator/Municipal Clerk

Dated: 4/6/23

Appendix A

OFFICERS HIRED BEFORE 01/01/2020

	2022	1/1/2023	1/1/2024	1/1/2025	1/1/2026
		3%	3%	3%	3%
1	\$ 46,025	\$ 47,406	\$ 48,828	\$ 50,293	\$ 51,802
1P	\$ 51,253	\$ 52,791	\$ 54,374	\$ 56,006	\$ 57,686
2	\$ 57,113	\$ 58,826	\$ 60,591	\$ 62,409	\$ 64,281
3	\$ 62,975	\$ 64,864	\$ 66,810	\$ 68,814	\$ 70,879
4	\$ 68,837	\$ 70,902	\$ 73,029	\$ 75,220	\$ 77,477
5	\$ 74,699	\$ 76,940	\$ 79,248	\$ 81,626	\$ 84,074
6	\$ 80,560	\$ 82,977	\$ 85,466	\$ 88,030	\$ 90,671
7	\$ 86,423	\$ 89,016	\$ 91,686	\$ 94,437	\$ 97,270
8	\$ 92,286	\$ 95,055	\$ 97,906	\$ 100,843	\$ 103,869
9	\$ 98,148	\$ 101,092	\$ 104,125	\$ 107,249	\$ 110,466
10	\$ 104,010	\$ 107,130	\$ 110,344	\$ 113,655	\$ 117,064
	2022	1/1/2023	1/1/2024	1/1/2025	1/1/2026
		3.75%	3.75%	3.50%	3.50%
PMAX	\$ 110,143	\$ 114,273	\$ 118,559	\$ 122,708	\$ 127,003
SGT	\$ 116,570	\$ 120,941	\$ 125,477	\$ 129,868	\$ 134,414
CAPT	\$ 127,816	\$ 132,609	\$ 137,582	\$ 142,397	\$ 147,381

Appendix A

OFFICERS HIRED AFTER 12/31/2019

		3%			
	2022	1/1/2023	1/1/2024	1/1/2025	1/1/2026
1	\$ 44,453	\$ 45,787	\$ 45,787	\$ 45,787	\$ 45,787
1P	\$ 46,793	\$ 48,197	\$ 48,197	\$ 48,197	\$ 48,197
2	\$ 49,256	\$ 50,734	\$ 50,734	\$ 50,734	\$ 50,734
3	\$ 52,400	\$ 53,972	\$ 53,972	\$ 53,972	\$ 53,972
4	\$ 55,745	\$ 57,417	\$ 57,417	\$ 57,417	\$ 57,417
5	\$ 59,941	\$ 61,739	\$ 61,739	\$ 61,739	\$ 61,739
	2022	1/1/2023	1/1/2024	1/1/2025	1/1/2026
		3.75%	3.75%	3.50%	3.50%
6	\$ 64,453	\$ 66,870	\$ 69,378	\$ 71,806	\$ 74,319
7	\$ 70,058	\$ 72,685	\$ 75,411	\$ 78,050	\$ 80,782
8	\$ 76,987	\$ 79,874	\$ 82,869	\$ 85,770	\$ 88,772
9	\$ 85,541	\$ 88,749	\$ 92,077	\$ 95,300	\$ 98,635
10	\$ 95,046	\$ 98,610	\$ 102,308	\$ 105,889	\$ 109,595
	2022	1/1/2023	1/1/2024	1/1/2025	1/1/2026
		3.75%	3.75%	3.50%	3.50%
PMAX	\$ 110,143	\$ 114,273	\$ 118,559	\$ 122,708	\$ 127,003
SGT	\$ 116,570	\$ 120,941	\$ 125,477	\$ 129,868	\$ 134,414
CAPT	\$ 127,816	\$ 132,609	\$ 137,582	\$ 142,397	\$ 147,381