

**BOROUGH OF EATONTOWN AND NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION, INC., LOCAL NO. 305**

MEMORANDUM OF AGREEMENT

Agreement is made by and between the Borough of Eatontown (Borough) and the New Jersey State Policemen's Benevolent Association, Inc., Local No. 305 (PBA).

WHEREAS, the Borough and the PBA are parties to a collective negotiations agreement ("CNA") with a term of January 1, 2020 through December 31, 2023; and

WHEREAS, the Borough and the PBA have engaged in good faith collective negotiations for the purpose of reaching agreement on the terms and conditions of employment for a successor CNA; and

WHEREAS, the Borough and the PBA have reached an agreement as set forth below for a four-year CNA for the period January 1, 2024 through December 31, 2027; and

WHEREAS, the negotiating committees for the Borough and the PBA agree to recommend this Agreement for approval and ratification, respectively;

NOW, THEREFORE, in consideration of the mutual covenants, promises and undertakings herein set forth, the parties agree as follows:

1. The Borough and the PBA agree to a four year contract for the period January 1, 2024 through December 31, 2027.

2. **ARTICLE 21 – SALARIES**

a. The Borough and the PBA agree to an increase to each step in the Salary Guide attached hereto as Schedule A, at the following schedule:

2024 – 3.5%

2025 – 3.5%

2026 – 3.0%

2027 – 3.0%

b. The Borough and the PBA agree to the following:

The January 1, 2020 through December 31, 2023 Agreement between the Borough and the PBA included three separate salary guides as follows: (1) for Officers hired January 1, 2008 through December 31, 2011; (2) for Officers hired January 1, 2012 through December 31, 2015; and (3) for Officers hired on or after January 1, 2016. The Borough and the PBA agree that effective January 1, 2024, all Officers shall be placed on the new Salary Guide attached hereto as Schedule A, as follows.

All Officers at the top steps of the salary guides in the January 1, 2020 through December 31, 2023 Agreement as well as those Officers on Steps 10, 11 and 12 of the Salary Guide for


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Employees Hired On or After January 1, 2016, shall be placed at Year 10 of the new Salary Guide attached hereto as Schedule A, effective January 1, 2024. Officers currently on the Salary Guide for Employees Hired On Or After January 1, 2016, in Years Academy through Year 9 shall move horizontally to the new salary guide (i.e., year 8 on the salary guide in the January 1, 2020 through December 2023 Agreement moves to year 8 on new salary guide) effective January 1, 2024 and shall advance vertically thereafter on the first day of the year of service, as per Article 21. Thereafter, they shall advance horizontally on January 1 of each year and vertically on the first day of the year of service.

Officers at the top step of the new guide, Sergeants and any other Superior Officer shall advance horizontally on January 1st of each year.

No employee shall suffer a reduction in pay as a result of this proposal and implementation of the new Salary Guide.

3. ARTICLE 13 – HEALTH INSURANCE

a. The Borough and the PBA agree to amend the second sentence of Section 2 of Article 13 to state:

The total reimbursement benefit during the term of this Agreement shall not exceed ~~\$600~~ \$1,200 per employee.

b. The Borough and the PBA agree to modify Section 6 of Article 13 as follows:

Effective January 1, 2024 ~~2012~~, all employees shall be required to contribute towards the cost of the premium for all health insurance provided under this Article pursuant to Year Four of the applicable grid established by Public Law 2011, Chapter 78, reduced by 15%. By way of example only, if an employee's contribution rate would be 35% of the applicable premium under Year Four of c. 78, that employee's contribution rate would be reduced to 20% effective January 1, 2024. ~~If P.L. 2011, Ch. 78 is invalidated with regard to employee contributions for health insurance, the contributions for all health insurance received under this Agreement will in no instance be less than 1.5% of his/her salary. If Public Law 2010, Chapter should be invalidated with regard to employee contributions to health insurance, the contributions for all health insurance received under the Agreement will be 1.5% of his/her salary or 3% of the premium cost, whichever amount is lesser. In no event shall contributions be less than 1.5% of the employee's salary in accordance with P.L. 2010, c. 2.~~

4. ARTICLE 24 – RETIREE BENEFITS

The PBA and the Borough agree to modify Article 24, Section 3 as follows:

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b. Any police officer who had less than 20 years of service in the Police and Fireman's Pension System as of June 28, 2011, and who retires on or after January 1, 2012, shall contribute to his/her retiree health insurance provided for in this Agreement that amount required under Public Law 2011, Chapter 78, reduced by 15%. A retiree's health insurance contribution amount in retirement shall then be frozen at the contribution amount in effect immediately upon retirement. By way of example, if upon retirement a retiree is required to contribute \$2,865 for single coverage, that retiree's contribution for the duration of his retirement shall be capped at \$2,865.

c. ~~If Public Law 2011, Chapter 78 should be invalidated regarding retiree contributions, the contributions for retiree health insurance received under this Agreement for officers who had less than 20 years of service in the Police and Firemen's Pension System as of June 28, 2022 will be 1.5% of his/her salary they were making at the time of retirement of 3% of the retiree premium cost, whichever amount is lesser, to a maximum of \$1,000 per annum. The out of pocket expense shall essentially be frozen at the time of retirement.~~

5. ARTICLE 10 – HOLIDAYS

Section 1. During the term of this Agreement, it is recognized that employees are credited with a bank of eight (8) hour days referred to as holidays. The total number of holidays credited annually to employees is ~~five (5)~~ thirteen (13).

Section 2. ~~Payment for all recognized holidays shall be distributed in the last pay period in November of each contract year and~~ The total allotment of holiday time (104 hours) shall be paid at 1.5 times the regular rate of pay, payable over 26 periods as pensionable base pay, such that an employee shall receive 1/26 of his annual holiday pay each pay period. Holiday hours shall be payable as part of the pensionable base pay. The formula for calculating total annual holiday pay shall be as follows:

(Salary + Longevity if applicable)/2080) x 1.5) x 104 = total annual Holiday Pay.

New employees not working the entire calendar year shall be entitled to the holiday allowance for the current year prorated on the basis of one twelfth (1/12th) of holiday entitlement for each full month worked.

Section 3. ~~As set forth in Section 1 hereof, employees are entitled to the stated number of paid holidays per year at time and a half and may continue to take time off in lieu of payment for holidays on a day to day basis in accordance with present practice. This leave is to be expended within the calendar year.~~

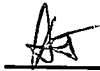
6. ARTICLE 16 - EDUCATION

The PBA and the Borough agree to revise this Article as follows:

Employees hired on or after January 1, 2016 must be employed for a minimum of ~~five (5)~~ three (3) years before becoming eligible for reimbursement.

7. All other proposals by the Borough and by the PBA are deemed to be withdrawn.


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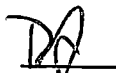

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8. DURATION: January 1, 2024 through December 31, 2027.

9. Except as herein modified or reserved, the terms and condition set forth in the Agreement with the PBA with the term January 1, 2020 through December 31, 2023, shall remain in full force and effect.

10. This Agreement is subject to ratification by the PBA membership and the Mayor and Borough Council.

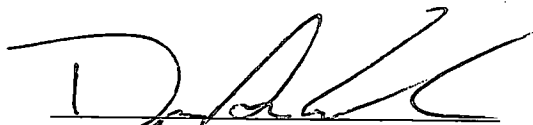
11. The parties will draft a successor agreement in conformance with the above.


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IN WITNESS THEREOF, the parties have set their hands and seals to this on this day 17th of July 2023.

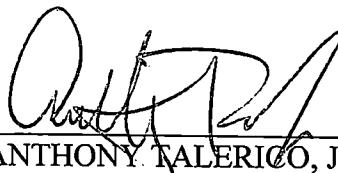
FOR PBA LOCAL 305



DREW AUERBACH
PRESIDENT
EATONTOWN PBA LOCAL 305

Dated: 07/17/2023

FOR THE BOROUGH OF EATONTOWN



ANTHONY TALERICO, JR.
MAYOR

Dated: 7/17/2023


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Schedule A

	2024	2025	2026	2027
	3.50%	3.50%	3.00%	3.00%
Academy	\$46,298	\$47,918	\$49,356	\$50,836
Year 1	\$65,583	\$67,878	\$69,915	\$72,012
Year 2	\$74,979	\$77,603	\$79,931	\$82,329
Year 3	\$84,375	\$87,328	\$89,948	\$92,647
Year 4	\$93,771	\$97,053	\$99,965	\$102,964
Year 5	\$103,167	\$106,778	\$109,981	\$113,280
Year 6	\$112,563	\$116,503	\$119,998	\$123,598
Year 7	\$121,959	\$126,228	\$130,015	\$133,915
Year 8	\$131,355	\$135,952	\$140,031	\$144,232
Year 9	\$140,752	\$145,678	\$150,048	\$154,550
Year 10	\$150,147	\$155,403	\$160,065	\$164,867
Sergeant	\$165,297	\$171,082	\$176,215	\$181,501


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**BOROUGH OF EATONTOWN
COUNTY OF MONMOUTH, STATE OF NEW JERSEY**

WHEREAS, Special Labor Counsel to the Borough and the PBA Local #305 Bargaining Committee negotiated terms of a labor agreement between the Borough of Eatontown and the PBA Union Membership resulting in a Memorandum of Agreement ("MOA") reached between the parties, a true copy of which is attached hereto and made part hereof as Exhibit "A" setting all terms concerning salaries and benefits for the years 2024-2027; and

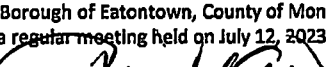
WHEREAS, the Borough Council has reviewed the Memorandum of Agreement and feels that it contains labor terms which best serve the Borough of Eatontown as well as the employees of the Eatontown Police Department.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Eatontown, County of Monmouth, State of New Jersey that it hereby authorizes the Mayor to sign the Memorandum of Agreement between the Borough of Eatontown and the PBA Negotiating Committee for PBA Local #305 for the years 2024-2027 in a form consistent with the MOA attached hereto as Exhibit "A".

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to PBA Local #305 and the Chief Financial Officer.

	MOTION	SECONDED	AYE	NAY	ABSTAIN	ABSENT
Council President East	X		X			
Councilmember Regan, Jr.		X	X			
Councilmember Jones			X			
Councilmember Gindi			X			
Councilmember Araman			X			
Councilmember						
Mayor Talerico, Jr.						

CERTIFICATION
 I, Julie Martin, Borough Clerk of the Borough of Eatontown do hereby certify this to be a true and exact copy of a resolution adopted by the Governing Body of the Borough of Eatontown, County of Monmouth, State of New Jersey at a regular meeting held on July 12, 2023.


 Julie Martin, RMC, Borough Clerk