

AGREEMENT

Between

Borough of Fair Haven

County of Monmouth, New Jersey

And

PBA Local #184

January 1, 2022 – December 31, 2025

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ARTICLE I
PREAMBLE

This agreement ("Agreement") entered into as of this 26th day of October, 2022, by and between the Borough of Fair Haven, in the County of Monmouth, State of New Jersey (hereinafter referred to as the "Borough") and the Fair Haven Police Department section of PBA Local #184 of the Borough of Fair Haven (hereinafter referred to as the "Association" and/or "Employees"). Unless otherwise stipulated, all terms and conditions set forth in this agreement shall be retroactive to January 1, 2022.

ARTICLE II
RECOGNITION

The Borough hereby recognizes the Association as the exclusive collective negotiation's agent for all full time Police Officers except the Chief of Police.

The title of Full Time Police Officer shall be defined to include the plural as well as the singular and female as well as male.

ARTICLE III
SCOPE OF PROCEDURE OF NEGOTIATIONS

Negotiations regarding any extension or renewal of this Agreement or any agreement upon termination of this Agreement shall proceed in an orderly manner. The Association shall be represented by three (3) Full Time Police Officers of the Fair Haven Police Department and the Borough shall be represented by the Police Committee of the Borough and the Borough Administrator. No person other than ones designated above shall attend negotiation meetings. Legal counsel for each party may attend upon prior notice to the other party.

Meetings shall be held as often as necessary at mutually agreed upon times and places to reach a fair and equitable settlement. Should settlement not be reached and either the Borough or the Association feel they have reached an impasse, they shall notify the other in writing of their intention to seek outside assistance.

ARTICLE IV
PROBATION

Each new full time Police Officer shall be required to serve a probationary period of exactly twelve (12) months. Regular appointment shall be contingent upon satisfactory completion of the basic Police Training Program recognized by the New Jersey Police Training Commission and the recommendation of the Chief of Police that the probationary officer has successfully completed his probationary training with the Borough.

ARTICLE V
ANNUAL BASE SALARY

All full time Police Officers shall be entitled to the following increases throughout the term of this Agreement: effective and retroactive to January 1, 2022, an increase of 4.25%; effective January 1, 2023, an increase of 3.5%; effective January 1, 2024, an increase of 3.25% and effective January 1, 2025, an increase of 3.25%. The annual base salary for all Full Time Police Officers is shown on attached Exhibit A. Employees holding a rank higher than Police Officer shall be entitled to the following increases reflected on the attached salary guide: effective and retroactive to January 1, 2022, an increase of 4.25%; effective January 1, 2023 a minimum of 6.0% differential from top step patrol to Sergeant and the greater of 6% differential or 3.5% across the board increase for Captain and Lieutenant; effective January 1, 2024 a minimum of 6.5% differential between top step patrol and Sergeant; 6.5% differential between Sergeant and Lieutenant and 6.5% between Lieutenant and Captain; effective January 1, 2025 a minimum of 7.0% differential between top step patrol and Sergeant; 6.75% differential between Sergeant and Lieutenant and 6.5% between Lieutenant and Captain.

Any PBA Member who retired on or after January 1, 2018, shall be entitled to a pro-rated retroactive pay adjustment.

Any member who retirees in good standing or who dies while actually employed or after retiring shall be entitled to retroactive pay adjustment based upon increase set for in the attached salary guides.

There shall be step movement in all four year of the agreement and during successor negotiations.

ARTICLE VI
PAY PERIOD AND COMPUTATION

The Borough shall pay its full time Police Officers regular pay twice a month, that is the fifteenth (15th) and the thirtieth (30th) of each month, except February when the second pay shall be made on the final day of February. Regular pay shall include annual base salary, longevity pay, holiday pay, education compensation and EMT compensation.

The hourly rate of each full Time Police Officer shall include the annual salary creditable for pension purposes (consisting of the annual base salary, longevity pay, holiday pay, education compensation and EMT compensation).

The present schedule for full time Police Officers working on rotating patrol shifts is 2080 hours. Any hours scheduled over 2080 will be returned to the Officers through straight time Kelly days. These Kelly days must be used prior to January 31st of the year following the year in which they were accrued.

If payday falls on a holiday, paychecks shall be issued on the preceding workday. Field Training Officer compensation shall be one hour of comp time for each day serving as a Field Training Officer. Such comp time shall be scheduled so as to avoid overtime and shall not be compensable upon retirement or leaving the Borough.

ARTICLE VII
OVERTIME AND CALL IN PAY

Overtime for all full time Police Officers of the Police Department must be authorized by a superior officer before it is performed. The officer must sign the authorization form. If an officer is not available, he may be contacted by telephone. The Chief of Police shall be advised of all authorized overtime.

For purposes of the provisions regulating overtime and call in pay, the following definitions shall apply:

“Overtime Pay” means one and one half (1.5) times an employee’s hourly rate as defined in “Pay Periods and Computations” hereinabove.

“Compensatory Time” means one and one half (1.5) times the actual time worked (including travel time).

“Compensation” means overtime pay or compensatory time, at the full time Police Officer’s discretion.

Full time Police Officers called in or called back outside of their regular shift shall be guaranteed a minimum of two (2) hours compensation. Effective January 1, 2023, full time Police Officers called in or called back outside of their regular shift shall be guaranteed a minimum of three (3) hours compensation. Full time Police Officers shall be entitled to compensation for hours worked in excess of two (2) hours, as follows:

Court - any and all court when a full time Police Officer is required to appear.

Emergency Duty - any time a full time Police Officer is authorized to work on an emergent basis.

Replacement of regular shift - any time a full time Police Officer replaces, or partially replaces a regularly existing shift.

Full time Police Officers called in or outside of their regularly scheduled shift, shall be limited only to Compensatory time, under the following circumstances:

Meetings - Any local, county or state police department meetings or other meetings approved by the Chief of Police.

Any in-service training or schooling with the exception of college.

Community Programs - Any department sponsored community programs, including but not limited to, the bike program, narcotics program, school Programs, Child ID or other programs approved by the Chief of Police.

Full time Police Officers required to work over the scheduled shift, shall be entitled to compensation for each hour (or portion thereof) worked in excess of such scheduled shift. Any overtime pay shall be included in the next available overtime period. For purposes of overtime, reverse seniority will apply, that is the full time Police Officer with the least seniority (as defined herein below) will be offered first.

For purposes of overtime, when offering or replacing shifts due to non-emergent circumstances (i.e. sick or personal days) reverse seniority will apply. That is, the full time Police Officers who are not scheduled for duty on the date overtime is requested, shall be asked

(in reverse seniority order) to work overtime first before any officer who has worked before the overtime is to begin. Double shifts may not include a midnight unless the Chief of Police or his designee determines an emergent circumstance requires such a shift.

ARTICLE VIII

LONGEVITY

Full time Police Officers shall annually, in addition to the base salary, receive longevity pay for years of continuous service as follows:

After the completion of five years of service	\$1,460
After the completion of ten years and through the fifteenth full year of service	\$2,110
After the completion of fifteen years and through the twentieth full year of service	\$2,560
After the completion of twenty years and through the twenty fifth full year of service	\$2,975
After the completion of the twenty-fifth year through the thirtieth full year of service	\$3,575
After the completion of the thirtieth year of service	\$3,875

For full time Police Officers hired after January 1, 2007, longevity pay shall not apply. Longevity pay for full time Police Officers hired prior to January 1, 2007 will be frozen at current levels (i.e. longevity amounts as of December 31, 2014) with no more advancement, effective January 1, 2015.

Longevity pay shall be calculated into annual salary creditable for pension purposes and shall be paid pro rata over each year as part of the regular bi-monthly salary payments in "Pay Periods and Computation."

ARTICLE IX
HOURS OF WORK

Hours of work for full time Police Officers are as designated in the Department work schedule. All full time Police Officers will attend (8) hours of annual training, which shall not result in any overtime compensation and/or compensatory time.

ARTICLE X
HOLIDAYS

Full time Police Officers shall be entitled to eight (8) additional hours pay (or four hours pay as specified below) at their base salary rate. Payment for such holidays shall calculate into annual salary creditable for pension purposes and paid pro rata over each year as part of the bi-monthly regular payments.

New Year's Day
Martin Luther King Day
Lincoln's Birthday
Presidents Day
Good Friday
Memorial Day
Independence Day
Labor Day

Columbus Day
Veteran's Day
four (4) hours before Thanksgiving Day
Thanksgiving Day
Day after Thanksgiving
four (4) hours before Christmas Day
Christmas
Day after Christmas

ARTICLE XI
EDUCATION COMPENSATION

Each full time Police Officer holding the following degrees shall receive additional compensation as set forth below. Said compensation shall be included in the officer's base salary and calculated into annual salary creditable for pension purposes as well as paid pro-rata over each year as part of the regular bi-monthly salary payments.

1. \$250 bonus for an Associate's degree
2. \$500 bonus for a Bachelor's degree
3. \$750 bonus for a Master's degree

full time Police Officers who are to be eligible for the above education compensation shall notify the Borough sufficiently in advance so as to provide the borough an opportunity to include such bonus in the municipal budget, if necessary.

ARTICLE XII

EMT COMPENSATION

The Borough shall pay full cost of initial Emergency Medical Technician (EMT) training and re-certifications. Additionally, the initial training and re-certifications may be conducted while the officer is on duty, manpower needs permitting. Each officer certified as an EMT shall receive additional compensation in the amount of \$250 annually. Said compensation shall be calculated into annual salary creditable for pension purposes and shall be paid pro-rata over each year as part of the regular bi-monthly salary payments.

The maximum number of officers to obtain initial training shall be limited to three (3) officers per year unless otherwise approved by the Chief of Police and Borough Administrator.

ARTICLE XIII

PROMOTIONS

The Borough shall give preference for promotion and advancement to the present full time Police Officers. Recommendation for promotion and advancement shall be made by the Police Committee with the advice of the Chief of Police. The Committee will present its recommendations to the Mayor and Borough Council for review. Promotions shall be made in accordance with law.

ARTICLE XIV

ANNIVERSARY DATE

For purposes of determining an effective anniversary date for salary step increases, longevity step increases, a full time Police Officer hired prior to January 1, 1990 will have their effective date of hire calculated from January 1, of the year of their actual hire. For full time

Police Officers hired after January 1, 1990, the date used for the purpose of determining the aforementioned salary and benefit increases will be January 1 of the year in which hired, if the full time Police Officer is hired between January 1 and June 30 inclusive of that year. If the full time Police Officer was hired between July 1 to December 31, inclusive, the effective date of hire will be January 1 of the next succeeding year.

Prospectively for purposes of determining seniority, a Full Time Police Officer's rank will determine his or her seniority. Where the ranks of Full time Police Officer are the same, the actual date and time of hire as a Full time Police Officer will be used.

ARTICLE XV **VACATION LEAVE**

Full-time Police Officers shall earn vacation time, according to the following schedule:

Up to and including one year of service for Full Time Police Officers	48 hours
After one year and up to and including five years of service	96 hours
After the completion of five years of service Through nine years of service	124 hours
After the completion of nine years of service through the twentieth year of service	8 additional hours for each year of service up to a maximum of 232 hours.

The Chief of Police shall determine the times and terms of the vacation leave according to departmental needs.

Forty (40) hours of vacation will be permitted to accumulate to the next year with the provision that the full time Police Officer request this of the Chief of Police before December 1st. The carry-over of vacation shall not be cumulative. All sick, vacation and personal time will be prorated from the date of hire and earned on a prorated basis until such time as the full time Police Officer has reached their first anniversary date.

ARTICLE XVI SICK LEAVE

General

If a full time Police Officer is unable to report for work due to his own illness, this shall be reported to headquarters at least twelve (12) hours in advance, if possible.

If the full time Police Officer is absent for more than one day, the same policy shall apply. The headquarters officer shall notify the department head, who in turn, will make arrangements to have the shift covered if required. The Chief of Police shall be advised in all cases.

Policy for Accumulated Sick Day Compensation

A full time Police Officer who has been employed for at least five (5) consecutive years and who leaves employment in good standing shall be entitled to accumulate sick day compensation at the rate of \$75.00 per eight (8) hours of unused sick leave, with a maximum payment, regardless of the total number of sick days accumulated, of \$15,000 in accordance with applicable statutes (i.e. N.J.S.A. 40A:9-10.2).

Method of Accumulation

Each full time Police Officer shall be entitled to 120 hours of sick leave per year and all unused sick leave may be carried forward to future years.

Administration

The "Accumulated Sick Day" provision shall be administered separately from the prevailing sick leave provision and shall in no way impact upon the benefits of the latter.

Medical Evidence

After a full time Police Officer has been absent from work due to an illness for a period of three (3) consecutive workdays, the department head may require the full time Police Officer to submit medical evidence in support of the full time Police Officer's absence of work. In addition, the department head may require proof of illness of a full time Police Officer on sick leave, whenever such requirement appears reasonable.

Failure of the full time Police Officer to submit such evidence could result in the sick

leave absence being disapproved and absence charged to absence without pay. Nothing herein shall preclude the Police Chief in an appropriate case from requesting a full time Police Officer to submit to a medical examination at borough expense by a physician selected by the Borough for the purpose of establishing the degree of incapacity of a full time Police Officer or the Full time Police Officer's ability to resume the duties of the position.

All sick, vacation and personal time will be prorated from the date of hire and earned on a prorated basis until such time as the full time Police Officer has reached their first anniversary date. Abuse of sick leave shall be cause for disciplinary action.

ARTICLE XVII

SICKNESS IN FAMILY

Unused sick leave may be used by full time Police Officers who are unable to work because of the care of, for a reasonable period of time not to exceed fifteen (15) days in any year, a seriously ill member of the full time Police Officer's immediate family ("Sickness in Family").

"Immediate family" is defined as Spouse or significant other, child, parent, stepchild, foster child, legal ward, sibling, grandparents, mother-in-law, father-in-law, daughter in law, son in law, grandchildren, niece, nephew, uncle, aunt or any person related by blood or marriage residing in a full time Police Officer's household.

"Care" means the necessity for the full time Police Officer to be physically present (where no other adult member of the immediate family is available to provide such care) during the term of the serious illness as directed by a qualified health care provider in writing.

"Serious illness" means the continuing treatment by a qualified health care provider involving: (1) incapacity or absence of more than five (5) days from work, school or other activities; or (2) chronic or long-term condition incurable or so serious if not treated would result in incapacity for more than five (5) days.

"Qualified Health Care Provider" means any person licensed under Federal, State or Local law, or the laws of a foreign nation, to provide health services or any other person who has been authorized to provide health care by a licensed health care provider.

If a full time Police Officer is unable to report to work due to sickness in family, he shall notify headquarters, where practical, at least 24 hours in advance. If the sickness in family is due to a scheduled procedure, the full time Police Officer shall notify headquarters as soon as he is

aware of the date of the scheduled procedure.

Sick leave of up to forty (40) hours can be used to care for/assist a family member or members who are sick but not "seriously ill."

Leave time shall be expressed in hours and be converted from days utilizing the appropriate hours per day for the schedule.

ARTICLE XVIII **PERSONAL DAYS**

Effective January 1, 2014, each full time Police Officer shall be entitled to sixteen (16) personal hours per year. Personal days may not be carried over to future years. An eight-hour personal day may be supplemented with four hours of Kelly time, comp time or vacation time for a scheduled 12-hour shift. For purposes of the provisions relating to Personal Days the following shall apply:

1. The full time Police Officer shall give as much advance notice as possible.
2. The full time Police Officer may request a personal day without explanation.
3. If notice is given the personal day must be granted.
4. No personal days may be taken on the following days:

New Year's Day
Memorial Day
July Fourth

Labor Day
Thanksgiving Day
Christmas Day

ARTICLE XIX **LEAVE OF ABSENCE ON-THE-JOB INJURY**

When a full time Police Officer is injured or disabled resulting from or arising out of his employment, the Borough Council may grant a leave of absence with pay, for said full time Police Officer, provided that the Borough's physician or some other physician appointed by the Borough Council shall certify to such injury or disability. When a leave of absence has been granted, the full time Police Officer shall not be charged with any sick leave time for time lost due to such particular injury or disability. The Borough shall pay the full time Police Officer his

regular pay and the full time Police Officer shall remit to the Borough any worker's compensation award for regular pay compensation.

A full time Police Officer may not work at another job while on leave of absence from the Borough, however, the Borough reserves the right to recall the full time Police Officer to perform light duty if possible.

ARTICLE XX

LEAVE OF ABSENCE OFF-THE-JOB INJURY

When a full time Police Officer is injured or disabled not resulting from or arising out of his employment, the Borough Council may grant a leave of absence with pay, for said full time Police Officer, provided that the Borough physician or some other physician appointed by the Borough Council shall certify to such injury or disability. When a leave of absence has been granted, the full time Police Officer shall be charged with any sick leave time or time lost due to such particular injury or disability. The full time Police Officer shall be paid through the Borough's disability income insurance coverage, after submitting the proper application.

ARTICLE XXI

DEATH IN THE FAMILY LEAVE

In the event of a death in the immediate family of the full time Police Officer, the Chief of Police shall grant three (3) days leave with pay. Such leave shall be in addition to vacation leave and sick leave. If a full time Police Officer has to travel over 500 miles, leave is increased to five (5) days. Immediate family is defined as spouse or significant other, child, parent, stepchild, foster child, legal ward, sibling, grandparents, mother-in-law, father-in-law, daughter in law, son in law, grandchildren, niece, nephew, uncle, aunt or any person related by blood or marriage residing in a full time Police Officer's household.

ARTICLE XXII

LEAVE WITHOUT PAY

Any request for leave of absence without pay shall be submitted to the Chief of Police who will refer it with his recommendation to the Administrator. The Administrator will refer

such request to the Borough Council with his recommendation for disposition.

ARTICLE XXIII

MILITARY LEAVE

In the event a full time Police Officer is called for Reserve Duty in the Armed Forces of the United States for the fifteen (15) day summer leave, he shall be entitled to the difference between military pay and his regular pay for that period. The absence shall not be charged to vacation leave.

ARTICLE XXIV

PERSONNEL RECORDS

The Chief of Police shall keep personnel records for the Police Department. The records shall include dates of appointments and promotions, job actions, amounts of leave accrued and unused, and related matters. A full time Police Officer is entitled to review the contents of his own personnel folder, but not of other employees. However, the Borough reserves the right to remove such records as medical, psychological, and psychiatric examinations, pre-employment inquiries, and background investigations, prior to review of the folder contents by the employee. The Chief of Police shall transmit all necessary records for payroll and benefit purposes to the Administrator.

A full time Police Officer is expected to notify the Chief of Police of any revisions in personnel information, including changes of name, address, telephone number, marital status, insurance beneficiary or number of dependents. The Chief of Police shall transmit such revisions to the Administrator.

ARTICLE XXV

UNIFORM EQUIPMENT AND PROPERTY ALLOWANCE

The Borough shall furnish appropriate uniforms to the full time Police Officers of the Police Department. full time Police Officers shall be responsible for damage to or loss of

Borough property and equipment caused by negligence. In any event, any damage to Borough equipment and/or property shall be reported immediately to the supervisor.

An annual clothing allowance of \$1,200.00 shall be allotted to each full time Police Officer to purchase uniforms, including shoes. The PBA agrees to waive the \$1,200.00 clothing allowance for Calendar Year 2023. For Calendar Year 2024, the annual clothing allowance shall be one thousand dollars (\$1,000.00). For Calendar Year 2025, the annual clothing allowance shall be eight hundred dollars (\$800.00). All uniforms, except in emergencies, shall be purchased for the department at one time.

In addition to the above clothing allowance, the Borough will provide in cash a total of \$340.00 for clothing maintenance. This allowance shall be deemed substantiated under an IRS accountable plan as defined by Code of Federal Regulations including but not limited to 26 C.F.R. 31.3121. Clothing allowance and clothing maintenance may be considered taxable income in accordance with Internal Revenue Service law, which requires receipts to be reimbursed without taxes. The Borough will tender such lump sum payment to each full time Police Officer by no later than April 30th of each calendar year.

Upon termination of employment, a full time Police Officer shall return to the Borough any uniforms, equipment and/or property assigned to him before the issuance of his final paycheck.

ARTICLE XXVI

MATERNITY LEAVE

- a. A female employee who is pregnant shall notify the Chief of Police or his designee as soon as practical.
- b. The pregnant member may continue her regular police assignments for as long as she is able. When the employee and her physician deem that she is not able, the pregnant employee and her physician shall notify the Chief of Police or his designee in writing that she believes she should be assigned to modified duty until the pregnant employee and her doctor indicate in writing they believe she is unable to perform the duties and job. The Chief will make every reasonable effort to find a modified duty assignment, and the request for such light duty will not

be unreasonably denied.

c. The pregnant employee shall be temporarily transferred to a modified duty assignment that she is capable of performing without injury to her health status as being pregnant, when she is no longer able, as medically certified, to perform her full duties.

d. The pregnant member may wear appropriate civilian attire when, during the term of her pregnancy, if the wearing of the basic uniform would be impractical, except if the Borough provides appropriate uniforms for the pregnant employee's condition. Such civilian attire must be in accordance with the reasonable standards established by the Borough.

e. When the term of the pregnancy is ended, the employee shall have her attending physician complete a report recommending to either return to full duty status, limited on-duty status or temporary off-status.

f. If the employee, because of her status as being pregnant, is unable to do any job while she is pregnant, then the employee may use any and all sick days, vacation days, holidays, personal days, or accrued compensatory time while she is pregnant and unable to work.

ARTICLE XXVII **P.B.A. CONVENTION LEAVE**

Eligible full time Police Officers, being the Delegate and/or the elected alternate Delegate, shall be permitted to attend the New Jersey State Policemen's Benevolent Association Convention after submitting notification to the Chief. These absences shall be in addition to regular vacation.

ARTICLE XXVIII **REQUEST OF LEAVE**

Full time Police Officers shall submit a written request for leave, annual, exchange or pay back, to the officer in charge of the work schedule on the prescribed form at least seventy-two (72) hours in advance where practicable. The Chief of Police shall approve requests for exchange for good and substantial reasons.

ARTICLE XXIX
PENSION SYSTEMS

All full time Police Officers covered under the Police and Fire Retirement System shall be governed by the requirements and provisions of the System relating to retirement benefits. The full time Police Officer should notify the Administrator in writing at least three (3) months before planned retirement.

Annual longevity, holiday pay, education compensation and EMT compensation shall be paid as regular pay in pro-rata payments and included in each employee's annual salary creditable for pension purposes in the regular bi-monthly pay periods in accord with the payroll cycle of the Borough.

ARTICLE XXX
HEALTH INSURANCE

The Borough participates in the New Jersey State Health Benefits Plan; all full time police officers are entitled to health and dental insurance in accordance with state law, subject to the officer contributing at the Tier IV rates set forth in Ch. 78, P.L. 2011, attached hereto in Exhibit B. All full time Police Officers shall continue to be provided with hospitalization and major medical health insurance coverage as presently in effect. Health insurance coverage shall be provided by the New Jersey State Health Benefits package or equal and shall remain so for the life of this Agreement, unless otherwise mutually agreed to by the parties of this Agreement. In the event the Borough wishes to change Insurance Companies, it will notify the Association of its intentions. The Borough and the Administration will cooperate to effectuate the administration of the costs for health and dental coverage by utilizing a plan of payment which qualifies under Section 125 of the Internal Revenue Code, 26 U.S.C. Sec. 125, if legally permissible. The cost of such health insurance coverage shall be calculated by the Borough and the Tier IV rate as set forth in Ch. 78, P.L. 2011 will be deducted as a payroll deduction from the employee's bimonthly paychecks. The parties reserve their rights to negotiate further if the administration of this co-pay system becomes burdensome. Effective January 1, 2023, the base plan for health insurance coverage shall change from Direct 10 to Direct 15. All State Health Benefits Plans will remain available to current employees. In the event an employee selects NJ Direct 10, which is a higher premium cost plan than the base plan, NJ Direct 15, that employee

shall be responsible for the total premium cost difference (in additional to his/her health care contributions).

The Borough participates in the New Jersey Disability Insurance Plan and all full time Police Officers are entitled to disability coverage in accordance with New Jersey law.

The Borough shall provide at its expense hospitalization and major medical insurance coverage for those full time Police Officers who have retired prior to January 1, 2002, with twenty-five (25) or more years of service, and disability or medical retirement, regardless of the years of service. Such coverage will extend to a retired full time Police Officer, spouse and eligible dependents, surviving spouse and surviving dependents, if any. For full time Police Officers who retire on or after January 1, 2002 with twenty five (25) or more years of service, or with disability or medical retirement, the Borough will provide hospitalization and major medical insurance coverage to the retired full time Police Officer, subject to the Tier IV contribution rate as set forth in P.L. 2011, c.78 (commonly referred to as "Chapter 78"). The Borough will provide hospitalization and major medical insurance coverage to the retired full time Police Officer's spouse and eligible dependents, surviving spouse and surviving dependents, if any, subject to the retired officer contributing at the Tier IV rates set forth in P.L. 2011, c.78.

If a full time Police Officer retired after January 1, 2002, but before January 1, 2005, the Borough will not collect any monies due for the above contribution retroactive to 2005.

A full time Police Officer hired after October 3, 2011, who retires with twenty-five (25) or more years of service, or with disability or medical retirement, shall only be entitled to retiree health benefits for him/herself, subject to the retired officer contributing at the Tier IV rates set forth in P.L. 2011, c.78.

Contributions in accordance with the Tier IV rates set forth in P.L. 2011, c.78, shall not be applicable to eligible retirees who: (1) are grandfathered under N.J.S.A. 52:14-17.28d(b)(3)/N.J.S.A. 40A:10-21.1(b)(3) (the officers who had 20 or more years of creditable service in the PFRS as of June 28, 2011); or (2) who retire on a PFRS disability pension.

ARTICLE XXXI

DENTAL INSURANCE

Effective September 1, 1988, all full time Police Officers are eligible to be enrolled in the

dental program known and designated by the New Jersey State Health Benefits Dental Plan.

This plan covers all full-time permanent, active employees who work 30 hours or more a week. Also covered are husband or wife of employee and any dependent children under age 26 as defined by the New Jersey State Health Benefits Plan. Each full time Police Officer shall pay and contribute ten percent (10%) of the cost of this dental coverage. The insurance company shall pay the following for services as provided in the plan: Preventive Services...100%, Basic Services...80%, and Major Services...50%. The full time Police Officer shall pay the balance of same.

In the event the Borough wishes to change Insurance companies, it will notify the Association of its intentions. However, during the term of this Agreement the aforesaid benefits shall not be changed.

ARTICLE XXXII **WIDOW'S BENEFIT**

The Borough will continue health insurance coverage under the plan then in existence for any surviving spouse and qualified dependents of a full time Police Officer, who died while employed by the Borough, for two years from the date of death.

The Borough will continue to provide medical and dental benefits, at its sole expense, equal to the benefits provided to full time Police Officers to the spouse and minor dependents of any full time Police Officer killed in the line of duty; said benefits shall continue to the spouse for life or until remarried and to dependents until age 19 unless the dependent is an unmarried full-time student at which time it will continue to age 26.

ARTICLE XXXIII **TRAVEL ALLOWANCE**

Any full time Police Officer, who in the course of official Borough business uses his own motor vehicle, shall be entitled to mileage allowance at the rate determined by the Internal Revenue Service's standard mileage rate. Said rate is currently set at fifty-six (56) cents per mile for 2014, which is in addition to reimbursement for tolls.

Full time Police Officers shall be entitled to reimbursement for meals when on Borough business and out of town during meal time, at the rate of seven dollars (\$7.00) per meal, or more at the discretion of the Chief.

Reimbursement for lodging shall be made according to the discretion of the Borough Council.

A request for reimbursement shall be submitted to the Police Chief on the prescribed form for approval, who in turn, shall forward such request to the Borough Chief Finance Officer for payment. Expenses shall be supported by a detailed claim and as appropriate, receipts for meals and tolls and lodging.

ARTICLE XXXIV **REDUCTION IN FORCE**

Whenever there is a lack of work or a lack of funds requiring a reduction in the number of full time Police Officers, the required reductions shall be made as the Borough Council may designate. Full time Police Officers shall be given a minimum of forty-five (45) days' notice.

ARTICLE XXXV **RESIGNATION**

Full time Police Officers are expected to give thirty (30) days written notice of their intended resignation. All resignations shall be submitted to the Chief of Police and forwarded to the Police Committee.

ARTICLE XXXVI **TERMINAL LEAVE WITH PAY**

A full time Police Officer who retires after the completion of twenty (20) years' service shall be entitled to one month's leave with pay. Such leave shall be in addition to any other benefits due to the full time Police Officers upon retirement.

ARTICLE XXXVII
GRIEVANCE PROCEDURE

It is the policy of the Borough that every employee at all times be treated fairly, courteously, and with respect.

(A) Whenever a full time Police Officer of the Police Department has a grievance, it shall be presented to the next superior officer in rank, as designated on the Police Department organizational chart. This officer shall attempt to resolve the matter within three (3) calendar days of its presentation. If he is unable to resolve the matter to the satisfaction of all parties involved, he shall notify the complainant in writing to that effect, before the end of the third calendar day.

(B) Upon unsatisfactory settlement of grievance through step (A), the grieving full time Police Officer shall submit his grievance in writing to the next highest-ranking officer, within three (3) calendar days of the time of notification in step (A). This officer shall arrange a meeting consisting of those officers involved in step (A), review the grievance and attempt to resolve it. If he is unsuccessful in settling the grievance, he shall notify the grieving full time Police Officer in writing to that effect, before the end of the third calendar day.

(C) This procedure shall continue through the office of the Chief of Police. If the Chief of Police is unable to settle the grievance satisfactorily, within five (5) calendar days of notification he shall designate an officer of the department to investigate the grievance, which investigation shall not exceed fourteen (14) calendar days.

(D) The finding of the investigating officer shall be presented at a meeting with the Borough Administrator. This meeting shall be held within five (5) calendar days of notification by the investigating officer of completion of the investigation and shall consist of the full time Police Officer submitting the grievance, the Chief of Police, and the investigating officer. The Borough Administrator shall attempt to resolve the grievance within seven (7) calendar days of the meeting and shall notify the Chief of Police and the grieving officer in writing as to the results of his efforts.

(E) If a satisfactory settlement has not been reached after Steps (A) thru (D) have been taken, upon the written request of the officer within five (5) days of the notification of the Administrator, the Borough Administrator shall present the grievance to the Police Committee who shall meet within fourteen (14) calendar days of the Administrator notification. This meeting

shall be attended by the Chief of Police and the grieving full time Police Officer. The Police Committee shall attempt to resolve the grievance within ten (10) calendar days of the meeting and notify the Chief of Police and the grieving full time Police Officer of the results in writing before the end of the tenth day.

(F) Finding no satisfactory settlement of the grievance, the grieving full time Police Officer may request within five (5) days of notice of the Police Committee decision that the matter be presented to the Borough Council in executive session by the Chairman the Police Committee. The Borough Council shall submit its decision in writing to the Chief of Police and grieving officer within fourteen (14) calendar days of its meeting.

(G) If a satisfactory settlement has not been reached after having followed steps A-F, the grieving full time Police Officer and or PBA may submit a request for arbitration to the New Jersey Public Employment Relations Commission (PERC) for the appointment of an Arbitrator. The cost of the services of said Arbitrator shall be shared equally by both parties. The decision of the Arbitrator shall be final, subject to either party's right to appeal same.

A full time Police Officer shall not have the right to present a request for a Police Committee decision nor shall a full time Police Officer have the right to submit a matter to arbitration. Such submissions must be made by the PBA only.

ARTICLE XXXVIII **SEVERABILITY**

If any article, section or part of this agreement shall be declared to be unconstitutional, invalid or inoperative, in whole or in part, by a court of body of jurisdiction, such article, section, or parts shall, to the extent that it is not unconstitutional, invalid or inoperative, remain in full force and effect and no such determinations shall be deemed to validate the remaining articles, sections or parts thereof.

ARTICLE XXXIX **TERMS AND RENEWAL**

(A) This Agreement shall be in full force and effect retroactively from January 1, 2022, and shall remain in effect to and including

December 31, 2025.

(B) This Agreement shall continue in full force and effect until a successor agreement is in effect or arbitration is completed, in accordance with the New Jersey Employer-Employee Relations Act.

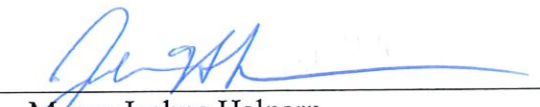
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Fair Haven, New Jersey.

**FAIR HAVEN POLICE DEPARTMENT
PBA Local #184**

By: 
DATED: 7/12/23

WITNESS: 
DATED: 7-12-23

**BOROUGH OF FAIR HAVEN
Monmouth County, New Jersey**

By: 
DATED: 7/13/2023

WITNESS: 
DATED: _____

EXHIBIT A

	2022	2023	2024	2025
Capt.	\$133,740	\$138,421	\$143,902	\$149,627
Lt.	\$125,074	\$129,640	\$135,119	\$140,495
Sgt.	\$117,687	\$122,302	\$126,872	\$131,611
Ptl 13	\$111,477	\$115,379	\$119,129	\$123,001
Ptl 12	\$102,739	\$106,335	\$109,791	\$113,359
Ptl 11	\$97,459	\$100,870	\$104,148	\$107,533
Ptl 10	\$92,897	\$96,148	\$99,273	\$102,499
Ptl 9	\$88,334	\$91,426	\$94,397	\$97,465
Ptl 8	\$83,772	\$86,704	\$89,522	\$92,431
Ptl 7	\$79,209	\$81,981	\$84,645	\$87,396
Ptl 6	\$74,647	\$77,260	\$79,771	\$82,364
Ptl 5	\$70,085	\$72,538	\$74,895	\$77,329
Ptl 4	\$65,522	\$67,815	\$70,019	\$72,295
Ptl 3	\$61,542	\$63,696	\$65,766	\$67,903
Ptl 2	\$56,206	\$58,173	\$60,064	\$62,016
Ptl 1	\$50,580	\$52,350	\$54,051	\$55,808
Academy	\$45,885	\$47,491	\$49,034	\$50,628

EXHIBIT B

**HEALTH BENEFITS CONTRIBUTION FOR SINGLE COVERAGE
(PERCENTAGE OF PREMIUM)**

Salary Range	<u>Tier IV</u>
less than 20,000	4.50%
20,000-24,999.99	5.50%
25,000-29,999.99	7.50%
30,000-34,999.99	10.00%
35,000-39,999.99	11.00%
40,000-44,999.99	12.00%
45,000-49,999.99	14.00%
50,000-54,999.99	20.00%
55,000-59,999.99	23.00%
60,000-64,999.99	27.00%
65,000-69,999.99	29.00%
70,000-74,999.99	32.00%
75,000-79,999.99	33.00%
80,000-94,999.99	34.00%
95,000 and over	35.00%

**HEALTH BENEFITS CONTRIBUTION FOR
MEMBER/SPOUSE/PARTNER OR PARENT/CHILD COVERAGE
(PERCENTAGE OF PREMIUM)**

Salary Range	<u>Tier IV</u>
less than 25,000	3.50%
25,000-29,999.99	4.50%
30,000-34,999.99	6.00%
35,000-39,999.99	7.00%
40,000-44,999.99	8.00%
45,000-49,999.99	10.00%
50,000-54,999.99	15.00%
55,000-59,999.99	17.00%
60,000-64,999.99	21.00%
65,000-69,999.99	23.00%
70,000-74,999.99	26.00%
75,000-79,999.99	27.00%
80,000-84,999.99	28.00%
85,000-99,999.99	30.00%
100,000 and over	35.00%

**HEALTH BENEFITS CONTRIBUTION FOR FAMILY COVERAGE
(PERCENTAGE OF PREMIUM)**

Salary Range	<u>Tier IV</u>
less than 25,000	3.00%
25,000-29,999.99	4.00%
30,000-34,999.99	5.00%
35,000-39,999.99	6.00%
40,000-44,999.99	7.00%
45,000-49,999.99	9.00%
50,000-54,999.99	12.00%
55,000-59,999.99	14.00%
60,000-64,999.99	17.00%
65,000-69,999.99	19.00%
70,000-74,999.99	22.00%
75,000-79,999.99	23.00%
80,000-84,999.99	24.00%
85,000-89,999.99	26.00%
90,000-94,999.99	28.00%
95,000-99,999.99	29.00%
100,000-109,999.99	32.00%
110,000 and over	35.00%

SALARY GUIDE FOR MOA FAIR HAVEN BOROUGH AND PBA LOCAL 184 (2022-2025)

STEP	2021	4.25% 2022	3.50% 2023	3.25% 2024	3.25% 2025
Captain	\$ 128,288.00	\$ 133,740.00	\$ 138,421.00	\$ 143,902.00	\$ 149,627.00
Lieutenant	\$ 119,975.00	\$ 125,074.00	\$ 129,640.00	\$ 135,119.00	\$ 140,495.00
Sergeant	\$ 112,889.00	\$ 117,687.00	\$ 122,302.00	\$ 126,872.00	\$ 131,611.00
13	\$ 106,932.00	\$ 111,477.00	\$ 115,379.00	\$ 119,129.00	\$ 123,001.00
12	\$ 98,551.00	\$ 102,739.00	\$ 106,335.00	\$ 109,791.00	\$ 113,359.00
11	\$ 93,486.00	\$ 97,459.00	\$ 100,870.00	\$ 104,148.00	\$ 107,533.00
10	\$ 89,110.00	\$ 92,897.00	\$ 96,148.00	\$ 99,273.00	\$ 102,499.00
9	\$ 84,733.00	\$ 88,334.00	\$ 91,426.00	\$ 94,397.00	\$ 97,465.00
8	\$ 80,357.00	\$ 83,772.00	\$ 86,704.00	\$ 89,522.00	\$ 92,431.00
7	\$ 75,980.00	\$ 79,209.00	\$ 81,981.00	\$ 84,645.00	\$ 87,396.00
6	\$ 71,604.00	\$ 74,647.00	\$ 77,260.00	\$ 79,771.00	\$ 82,364.00
5	\$ 67,228.00	\$ 70,085.00	\$ 72,538.00	\$ 74,895.00	\$ 77,329.00
4	\$ 62,851.00	\$ 65,522.00	\$ 67,815.00	\$ 70,019.00	\$ 72,295.00
3	\$ 59,033.00	\$ 61,542.00	\$ 63,696.00	\$ 65,766.00	\$ 67,903.00
2	\$ 53,915.00	\$ 56,206.00	\$ 58,173.00	\$ 60,064.00	\$ 62,016.00
1	\$ 48,518.00	\$ 50,580.00	\$ 52,350.00	\$ 54,051.00	\$ 55,808.00
Academy	\$ 44,014.00	\$ 45,885.00	\$ 47,491.00	\$ 49,034.00	\$ 50,628.00