

**SIDEBAR AGREEMENT
BETWEEN
THE BOROUGH OF LITTLE SILVER
AND
PBA LOCAL NO. 359**

WHEREAS, the Borough of Little Silver (“Borough”) and PBA Local No. 359 (“Union” or “PBA”) are parties to a collectively negotiated agreement in effect from January 1, 2024 through December 31, 2027 (hereinafter referred to as the “CNA”); and

WHEREAS, the Borough and Union have agreed to changes with respect to vacation leave for bargaining unit members; and

WHEREAS, these changes necessitate the amendment of the parties’ CNA; and

WHEREAS, the Borough has decided to switch dental insurance coverage carriers to the New Jersey State Health Benefits plan and the Union has agreed that such dental benefits are equal to or better than the dental benefits that have been provided in the past;

WHEREAS, the Borough and the Union wish to enter into this sidebar agreement to memorialize their agreement.

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

1. The Borough has decided to switch dental insurance coverage carriers to the New Jersey State Health Benefits’ dental plan, which the Union agrees provides dental benefits that are equal to or better than the dental benefits that have been provided in the past.
2. Article XX, Vacations, shall be amended as follows (additions underlined and deletions marked with a ~~strikethrough~~):

Full time, regular employees shall receive vacation time with pay as follows:

SECTION 1: Any employee, who, by January 1st of the vacation year has the number of years’ Full-Time employees who obtain the years of seniority set forth below, shall receive the following amount of vacation time at any time during the current vacation year, will accrue vacation according to the following schedule:

<u>Year of Hire</u>	<u>8 hours per month</u>
11 full months, but less than 3 years	80 hours
<u>1 year</u>	<u>96 hours</u>

<u>2 years</u>	<u>104 hours</u>
3 years	88 <u>112</u> hours
4 years	96 <u>120</u> hours
5 years	104 <u>128</u> hours
6 years	112 <u>136</u> hours
7 years	120 <u>144</u> hours
8 years	128 <u>152</u> hours
9 years	136 <u>160</u> hours
10 years	144 <u>168</u> hours
11 years	152 <u>176</u> hours
12 years	160 <u>184</u> hours
13 years	168 <u>192</u> hours
14 years	176 <u>200</u> hours
15 years	184 hours
16 years	192 hours
17 years	200 hours

SECTION 2: Vacation year is defined as that calendar year in which the vacation time is to be taken.

SECTION 3: In the event an employee ends employment or is terminated for any reason, he/she shall receive any earned or vacation allowance prorated on the basis of 1/12 his/her vacation eligibility for each full month of service. Since vacation banks are provided in the beginning of the year, if any employee uses more vacation time that they earned through their employment end, then the employee Officers shall be responsible to repay the Borough for any amount he/she used above the prorated entitlement. Repayment shall be made from an officer's final paycheck(s).

- (a) If an official holiday falls during an employee's vacation period, an additional day of vacation will be granted in lieu of the holiday.
- (b) All vacation time must be taken during the current calendar year and may neither be accumulated nor taken consecutively with other vacation time, except by special approval of the Borough Council.
- (c) Only employees working twenty (20) hours or more per week on an annual basis, on a weekly schedule approved by the Borough Council shall be eligible for vacation benefits.
- (d) In order that employees may receive the maximum benefit from their vacations, not more than one-half of vacation time may be taken one (1) or two (2) days at a time
- (e) All vacation time must be scheduled and approved by the Chief of Police. It is his/her responsibility to schedule individual vacations so that the activities of the Borough will be carried on with a minimum of interruption and inconvenience. Employees with seniority will be given first preference in assignment of vacation time insofar as possible.
3. The remainder of the Parties collective negotiations agreement not affected by this Sidebar Agreement shall remain unchanged. If there is any contradiction between the collective negotiations agreement and this Sidebar Agreement, this Sidebar Agreement shall control.
4. Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby and said illegal, unenforceable or invalid part, term, or provision shall be deemed not part of this Agreement.

BOROUGH OF LITTLE SILVER

PBA LOCAL No. 359





Date: 6-30-24

Date: 6-27-24

K. J. R.
Witness

Date: 6/30/2024

J. Massaro
Witness

Date: 6/27/24