

ARTICLE XII
INSURANCE COVERAGE

- A. The Borough shall provide and pay the premiums for Blue Cross/Blue Shield Rider J and Major Medical coverage for each employee and his family. The Blue Cross/Blue Shield Hospitalization Insurance coverage shall be the "1420" Series as provided in the State Health Benefits Plan. Effective January 1, 2019, co-pays shall increase from \$5.00 to \$10.00 for an office visit and Emergency Room from \$25.00 to \$50.00, to be waived if admitted. The health plan provided will be as set forth in Exhibit C, Option 2 for all medical insurance.

The Borough reserves the right to change insurance carriers as long as the same or substantially similar benefits are provided.

- B. In addition to the foregoing hospitalization and medical coverage the Borough shall pay one hundred (100%) percent of premiums for a Dental Plan, Prescription Plan and Optical Plan for each employee covered by the terms of this Agreement including dependency coverage. The prescription plan shall provide for a Thirty (\$30.00) Dollar co-pay on all brand name prescriptions, and a Fifteen (15.00) Dollar co-pay on all generic name prescriptions. In addition, for mail order prescriptions, the co-pay payment will be the equivalent cost of two (2) months of pharmacy prescriptions for a three (3) month mail order prescription. In addition to the foregoing insurance, the Borough shall provide life insurance coverage of Twenty Thousand (\$20,000.00) Dollars per employee.
- C. The Borough shall pay the cost of Blue Cross/Blue Shield and Major Medical Coverage, as amended in A above, including family coverage for employees who retire after twenty-five (25) years accredited service or who are on disability retirement as provided by the Statutes and subject to the regulations of the New Jersey Division of Pensions. . Officers who initially enrolled in the PFRS and/or PERS prior to June 28, 2001 who retire with twenty-five (25) years or more of accredited service, or who retire on a disability retirement, shall be eligible for health benefits, including dependent and family coverage, at no cost to the officer/retiree. Officers who initially enrolled in the PFRS and/or PERS on/after June 28, 2001 who retire with twenty-five (25) years or more of accredited service, or who retire on a disability retirement, shall be eligible for health benefits, including dependent and family

coverage, at a cost of 1.5% of the retiree's monthly retirement allowance, including any future cost of living adjustments to the officer's annual pension.

D. Effective January 1, 1989, the Borough shall have the right to change the existing dental insurance to a Blue Cross/Blue Shield Dental Plan. In consideration of the premium savings the Borough hereby grants unto the retirees and their dependents all of the insurance and coverage plans currently carried for regular members of the Police Department. For those retirees who did not provide for any of the aforesaid insurance they shall be carried on the said plans as soon as they fill out the appropriate forms to be furnished by the Borough. For those retirees who carry their own plans and pay premiums therefore upon presentation of the bills that have been paid they will be reimbursed from the period January 1, 1989 until they are taken into the Borough's plans. All retirees shall be taken into the Borough's plans no later than July 1, 1989.

1. The present practice regarding insurance for retirees shall continue. In the event the insurance for bargaining unit employees is modified, the same modifications shall apply to retirees. The Borough shall indemnify, defend and save the PBA, its officers and attorney, harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken against the aforementioned parties regarding changes in insurance for retirees.

E. The Borough shall contribute Four (\$4.00) Dollars monthly for each participating employee toward the purchase of a disability insurance plan which is now in effect. The balance of the cost of said plan shall be paid for by individuals electing to participate. In the event the disability insurance plan is discontinued or terminated for any reason, there shall be no liability upon the Borough to contribute toward any non-existent coverage. However, if the employee P.B.A. unit does obtain its own disability insurance plan irrespective of A.F.S.C.M.E., the Borough shall continue to contribute Four (\$4.00) Dollars monthly toward the disability plan.

Effective January 1, 2012 Officers who receive health benefits will contribute one and one half (1.5%) percent of their base pay towards the cost of health benefits consistent with state statute. If said statute is declared illegal, bargaining unit members will no longer pay the one and one half

(1.5%) percent effective December 31, 2013. Effective January 1, 2019 all active officers shall pay the following premium sharing contributions:

Base Salary	% of Applicable Premium
0 - \$45,000	7%
\$45,001 – 55,000	12%
\$55,001 – 65,000	15%
\$65,001 – 80,000	19%
\$80,001 – 90,000	22%
\$90,001 – 100,000	26%
\$100,001 +	30%

- F. Effective July 1, 2010 of this agreement, any employee who remains in the Traditional plan will pay the difference between the premium for the Traditional plan and the premium for next highest premium cost plan. There will be an open enrollment period until June 30, 2010.

Employees opting out of the Borough's health insurance plan will thereby be paid twenty--five (25%) of the of the cost of the BCBS Direct Access Program as well as the prescription, dental, and optical programs, or \$5,000 whichever amount is less, but not to exceed such percentage or dollar amount as permitted by law. The opt-out shall be based on the premium of the highest cost plan and the type of plan for which the employee is entitled (i.e. Family, single, etc.). The opt-out payment shall be made in the first pay-period of January following the opt-out year. If the officer does not opt out for the entire year the opt-out payment shall be prorated by 1/12th for each month or part thereof of participation. If the officer loses alternative coverage, he/she shall be permitted to immediately re-enroll in the Borough's health insurance plan. Any employee who as of the date of this agreement is eligible for Borough health insurance

coverage through his or her spouse or domestic partner shall be required to opt out of the Borough's coverage and will receive twenty-five (25%) percent of the premium cost or \$5,000, whichever is less. Any employee hired on or after the date of this agreement that is eligible for Borough health insurance coverage through his or her spouse or domestic partner shall not be eligible for Borough health insurance coverage or entitled to any opt-out payment. This provision shall not apply if the employee's spouse or domestic partner opts out of the Borough health insurance plan and remains in opt-out status so that there is no dual coverage.

ARTICLE XIII

PROFESSIONAL DEVELOPMENT AND EDUCATION IMPROVEMENT

- A. In order to encourage employees covered under the terms of this Agreement to take courses which will improve his effectiveness and have value to the Borough, the Borough will pay tuition charges and fees for laboratory courses taken by an employee subject to the following limitations:
1. The course taken should lead to a degree or associate degree in criminology, police science, police administration or criminal justice.
 2. Payment by the Borough for reimbursement to an employee for the cost of his tuition and required books shall be paid for in full plus the actual cost of each book purchased. To receive payment for required books, the employee shall determine that the said book or books are not in the Police Library; if these required books are in the Library, the employee will use these books, provided they are available. The payment will be made to each employee at the time he registers for such course and upon substantiation of the same by submitting to the Borough proof of registration, the payments, as aforesaid, will be paid directly to the employee. If the Borough provides a Library outside the Police Chiefs Office, after completion of a course, the employee is to turn over the books he used to the Borough to be placed in the said Library.
- B. Any employee authorized to attend a Police Academy or any other Police Training Academy recognized by the New Jersey Police Training Commission shall be granted time off to complete the course and said employee shall suffer no loss of pay by virtue of attending the course or program.
- C. When an employee under the terms of this program has obtained an Associate's Degree or a Bachelor's Degree the employee shall receive as a bonus the sum of Five Hundred (\$500.00) Dollars. In cases where an employee has received an Associate's Degree and

then obtains a Bachelor's Degree, he shall only receive the Five Hundred Dollars (\$500.00) at the time he obtains the Associate Degree, it being the intent to make the bonus payment only one time. It being specifically understood and agreed that there shall only be one payment either for the attainment of an Associate Degree or a Bachelor's Degree and if any employee attains both degrees, he shall, nevertheless, receive one Five Hundred Dollar (\$500.00) payment.

- D.
1. The current paragraph set forth under Sections A2 and C shall remain in effect for all officers currently participating in recognized education improvement.
 2. Effective upon adoption of the terms in this Agreement by both parties, all new hires and officers not previously participating in recognized education, who under the terms of this program earn at least sixty (60) credits as an employee of the Borough and obtain an Associate Degree or a Bachelor's Degree, shall receive a one-time payment of Five Thousand (\$5,000.00) Dollars. Section (A)(2) shall not apply to officers subject to this provision.
 3. Upon the date when all officers covered by the terms in Section D(1) above have completed or abandoned their education program, Section A(2) shall be deemed removed from the contract.

ARTICLE XIV

ALLOWANCES

A. Clothing.

1. An officer shall wear a short sleeve dark blue shirt from May 16th through September 15th of each year and a long sleeve dark blue shirt with tie or turtleneck and jacket from September 16th to May 15th. Officers will be required to maintain the dress standards as designated by the Borough.
2. If an employee's uniform and part or all of his equipment is destroyed or damaged in the line of duty, except for normal wear and tear, the Borough shall replace or repair those articles damaged in the line of duty for any cost in excess of \$875.00.
3. The following is a list of equipment furnished to the employees by the Borough at its cost and expense and the said repair and replacement of the same shall be in the discretion of the Chief of Police or his designee at the Borough's cost and expense:
 - a. Gun and holster
 - b. Hand Cuffs and case
 - c. Gun belt
 - d. Badge
 - e. Rain Gear
 - f. Magazine Case

At the time of retirement or resignation the employee shall return the above issued listed equipment in the condition that exists at the time of retirement or resignation.

B. **General Expenses.**

1. Employees using personal cars for purposes defined under the terms of this Agreement, or on an authorized official business of the Borough shall be compensated for such use at the then mileage rate approved by the Internal Revenue Service.
2. Effective January 1, 2009 no employee shall be paid a meal allowance or a meal ticket.
3. Tolls shall be compensated for upon the surrendering of receipts for travel by the said employee.

ARTICLE XV

LONGEVITY

A. All employees employed by the Borough hired prior to January 1, 2014, effective from their date of hire covered by the terms of this Agreement shall be entitled to and receive longevity pay on the following basis:

1. Completion of five (5) consecutive years of service, two (2%) percent of the annual base pay.
2. Completion of ten (10) consecutive years of service, four (4%) percent of the annual base pay.
3. Completion of fifteen (15) consecutive years of service, six (6%) percent of the annual base pay.
4. Completion of twenty (20) consecutive years of service, eight (8%) percent of the annual base pay.
5. On the commencement of the twenty-fifth (25) year of service, ten percent (10%) of the annual base pay.

For Officers hired on or after January 1, 2011, but before January 1, 2014, longevity will start at the completion of their ninth year.

Employees hired before January 1, 2011 will receive four (4%) percent longevity starting in the completion of their ninth year.

Longevity will be modified for all officers hired on or after January 1, 2014 as follows:

Completion of 12 years – 2%

Completion of 16 years – 3%

Completion of 20 years – 4%

B. Consecutive years in service shall be computed from the date of initial employment by the Borough except where service was interrupted. In such cases consecutive years' service shall be computed as follows:

1. Authorized leaves of absence shall be deducted in computing total years but shall not be considered a break in service as such. Sick leave shall not

- be deducted in computing total years worked.
2. Resignations and subsequent rehiring time to be counted toward longevity pay shall only be counted from the time of the last hiring.
 3. Military Service. Employees who serve in the active Armed Services shall be allowed full credit toward longevity for the time spent in service.
 4. Longevity pay shall be included as part of the annual base pay and paid to each employee when he receives his normal pay check.
 5. Longevity is to be included in the base pay. Longevity and vacation pay is to be included in calculating overtime pay.

ARTICLE XVI
MISCELLANEOUS PROVISIONS

- A. Neither of the parties hereto may add to nor subtract from the provisions contained in the within Agreement during the duration of the same. This Agreement contains the entire understanding between the parties hereto. It is the intent of the parties hereto that the terms of the within Agreement shall control the Borough's rights and the employees' rights exclusively other than for pension consideration and the only amendments to statutory law that will be considered as being part of this Agreement are those amendments to Chapter 123, of the Laws of 1974. The Borough may not adopt any Rules or Regulations which, in any way, change the terms and conditions of this Agreement without the prior written approval of P.B.A. Local No. 98.
- B. Any disciplinary action directed against an employee covered by the terms of this Agreement by the Borough if objected to by the employee shall be subject to the grievance and arbitration procedure herein provided for.
- C. The Borough shall provide legal aid to the employees covered by the terms of this Agreement in accordance with N.J.S.A. 40A:14-155 and as may be amended, is adopted herein by reference as if fully set forth herein.
- D. The Borough will maintain bulletin boards in suitable places at Police Headquarters to be used for posting notices by the Association.
- E. The Borough agrees to print the Agreement between the parties in booklet form, at its cost and expense, in a size or dimension that will fit into an employee's shirt or pants pocket. Each employee covered by the terms of this Agreement shall be furnished a booklet. If the Borough does not print the Agreement within sixty (60) days after settlement has been reached by the parties, or after an arbitration award has been rendered, the P.B.A. shall have the right and option to have the Agreement printed and the expense thereof charged to the Borough.

F. If any provision of this Agreement is held to be contrary to law and such provision is not material to the continuance of this Agreement, then said provision shall be regarded null and void and severable and the Agreement shall otherwise continue full force and effect.

G. Employees are to be paid on the 15th and last day of each month. If the 15th or the last day of the month falls on a weekend or holiday, employees are paid on the previous business day.

H. **Terminal Leave.**

1. Retiring employees will be entitled to receive payment for any sick leave, compensatory time, vacation leave and/or personal leave based upon the employee's established base rate of pay at their time of retirement.
2. A lump sum payment of terminal leave shall be made to the retiring employee of one (1) month's wages for every five (5) years of service with the Borough to a maximum of five (5) months, so long as the employee notifies the Borough by March 1st of that year that he/she intends to retire.
3. All severance payments (terminal, sick, vacation, compensatory time and personal leave) will be combined into one total upon retirement and will be paid according to the following schedule:
 - a. Severance totals up to and including \$20,000 will be paid in one payment to the Employee in the year of retirement.
 - b. Severance totals of \$20,001 up to and including \$50,000 will be paid to the Employee over a period of two years. One payment will be made in the year of retirement and one payment in January of the following year.

- c. Severance totals over \$50,000 will be paid to the Employee over a period of three years. One payment will be made in the year of retirement and one payment in January of the following two years.
 - d. Officers may request an alternative payout plan due to personal circumstances.
 - e. Such request must be approved by the Mayor and Council.
 - f. If an employee dies while in active service, any benefits due under this Section shall be paid to the employee's estate. If a retired employee dies prior to receiving his settlement payments in full the remaining payments shall be made to the estate.
- I. During the term of this Agreement there shall be no "standby". No employee shall be required to "standby" subject to call during his off duty time.
 - J. The Chief of Police reserves the right to conduct two (2) dress inspections a year with pay provided, however, said dress inspections last not more than one (1) hour and further, provided, that two (2) weeks' notice in advance is given prior to said dress inspections be held and further provided, that said dress inspections shall not be held on a Sunday.
 - K. The Borough shall provide at Police Headquarters an office space with a door that can be locked and in said office the Borough shall provide a telephone and desk. Local calls are to be paid for by the Borough and any long distance calls are to be reimbursement to the Borough by the P.B.A.
 - L. No member or Officer of the Police Department shall be removed from his office, employment or position without just cause and in accordance with the due process of N.J.S.A. 40A:14-147, and as may be amended from time to time, which is adopted by reference as if fully set forth herein.

ARTICLE XVII
TEMPORARY ASSIGNMENTS

During the term of this Agreement the employee who is assigned by the Chief or his/her designee and/or who performs duties in the capacity of Lieutenant or Captain shall receive the pay of that grade for all hours in which the officer performs the duties of Lieutenant or Captain provided the employee has worked two (2) or more hours excluding the lunch hour, which shall not be counted towards the two (2) hour minimum requirement performing duties as Lieutenant or Captain. Under no circumstances does this prevent the Borough from making lateral assignments, that is, replacing the employee with a person of the same rank within the entire Police Department.

ARTICLE XVIII

SALARIES

- A. Effective upon adoption of the terms in this Agreement by both parties, officers shall receive compensation each and every January 1st, according to the following schedule:

Sergeants

	2021	2022	2023	2024	2025
Salary	\$137,088	142,953	147,099	151,439	155,906

Lieutenants

	2021	2022	2023	2024	2025
Salary	\$146,905	153,246	157,690	162,342	167,131

- B. Personnel assigned to the Detective Division shall receive, in addition to their regular base pay, the sum of One Thousand Two Hundred Dollars (\$1,200.00). Effective January 1, 2023, this amount is increased to One Thousand Three Hundred Dollars (\$1,300.00). The additional compensation shall be added to base pay, which shall be included in the computation of longevity benefits, pension benefits, vacation pay, etc.

- C. Base salaries will be adjusted as follows:

January 1, 2021 2.75%

Effective January 1, 2022 and forward:

Sergeant: 8.75% above top paid Patrol Officer step.

Lieutenant 7.2% above top paid Sergeant Step.

Effective January 1, 2022 two steps will be added to the Sergeants Guide for Officers Promoted to the Rank of Sergeant on or after January 1, 2022 as follows:

Step 1: 5.5% above the top paid Patrol Officer Step
Step 2: 7% above the top paid Patrol Officer Step
Step 3.: 8.75% above the top paid Patrol Officer Step

Salary Guide for New Sergeants

	1/1/2022	1/2/2023	1/1/2024	1/1/2025
Step 1	138,681	142,702	146,913	151,247
Step 2	140,653	144,731	149,002	153,397
Top	142,953	147,099	151,439	155,906

Patrol Officers promoted to the rank of Sergeant on or after January 1, 2022 who were hired before November 1, 2021 and have at least twenty (20) or more years of service as a police officer the Borough will be placed at the top step (Step 3) on the Sergeants' Salary Guide upon promotion.

ARTICLE XIX

STRIKES AND LOCKOUTS

- A. The Association will not authorize or sanction nor will its members cause or engage in a strike during the period of this Agreement.
- B. The Borough will not cause or sanction lockouts during the period of this Agreement.
- C. It is understood and agreed that in the event of any strike the Association will disavow such action and will use its best efforts to induce the employees to return to work.

ARTICLE XX

DURATION

This Agreement shall have as an effective date, January 1, 2021 and covers the calendar year to December 31, 2025. The contract shall automatically terminate on December 31, 2025, provided, however, that all rights and privileges appertaining to the employees under the terms of the within Agreement shall continue until such time as a successor Agreement is negotiated and all employees rights provided under the Collective Bargaining Agreement, except those that expressly terminate with the Agreement, shall continue.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals on this ____ day of _____ 202__.

BOROUGH OF SAYREVILLE

By: Victoria Kilpatrick
VICTORIA KILPATRICK, MAYOR

By: _____

By: Jessica Morelos
JESSICA MORELOS, RMC
Municipal Clerk

By: _____

**SAYREVILLE POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL NO. 98-
SERGEANTS & LIEUTENANTS**

By: David Sivilli
DAVID SIVILLI, PRESIDENT

By: _____

By: Michael Theile
MICHAEL THEILE, SGT./LT. REP.

By: _____