

AGREEMENT

Between

THE BOROUGH OF EATONTOWN

And

NEW JERSEY STATE POLICEMEN'S BENEVOLENT
ASSOCIATION, INC., LOCAL NO. 305

EFFECTIVE: January 1, 2016 through December 31, 2019

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PREAMBLE

AGREEMENT made as of the 1st day of January 2016 by and between THE BOROUGH OF EATONTOWN, Monmouth County, New Jersey, hereafter referred to as the "Borough" or "Employer," and LOCAL NO. 305 OF POLICEMEN'S BENEVOLENT ASSOCIATION, hereafter referred to as the "PBA" or "Union".

WITNESSETH:

WHEREAS, it is the intent and purpose of the parties hereto to maintain and promote a harmonious relationship between the Employer and such of its employees who are within the provisions of this Agreement in order that more efficient, productive and progressive public service may be rendered, and to establish a basic understanding relative to rates of pay, hours of work, and other conditions of employment consistent with the law;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto agree with each other with respect to the employees of the Employer recognized as being represented by the Union as follows:

ARTICLE 1
RECOGNITION

The Borough hereby recognizes P.B.A. Local 305 as the sole and exclusive representative for collective negotiations concerning wages and other terms and conditions of employment for all Patrolmen and Sergeants, including Detectives, employed by the Borough of Eatontown, but excluding Lieutenants, Captains, the Chief, and all other employees of the Police Department.

ARTICLE 2

PROCEDURE FOR COLLECTIVE NEGOTIATIONS

Section 1. Collective negotiations with respect to negotiable terms and conditions of employment shall be conducted by the duly authorized negotiating agent of each of the parties.

Section 2. Collective negotiating meetings shall be held at times and places mutually convenient at the request of either party.

Section 3. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE 3

CONDUCTING UNION BUSINESS ON EMPLOYER'S TIME

Section 1. Grievance Committee

The Employer shall, at its discretion, permit up to two members of the Union Grievance Committee to conduct the business of the Committee, which consists of conferring with employees and management on specific grievances in accordance with the grievance procedure set forth herein for a reasonable period of time, when necessary, during the duty hours of the member 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 policemen to bring the Department to its proper effectiveness. Permission for necessary time off as provided in this Section of the Agreement shall not be unreasonably denied.

Section 2. Negotiating Committee

The Employer shall permit members of the Union Negotiating Committee (not to exceed one (1) on-duty employee) to attend collective negotiating meetings during the duty hours of the members. Additional representatives of each party, not exceeding four (4) may participate in collective negotiating meetings.

Section 3. The PBA shall be allowed to have paid leave for the following number of PBA representatives for the following events:

a. Two PBA representatives may attend up to two (2) PBA conventions per year on paid leave. The paid leave shall not exceed five (5) working days per representative for each convention. The PBA shall give a minimum three (3) weeks notice to the Borough of the dates and attendees.

b. Two PBA representatives may attend the 3 day collective bargaining seminar (usually held in February) on paid leave, and the PBA will give the Borough two weeks' notice of the date and who will be attending. Three PBA representatives shall be permitted to attend in the year prior to and the in which the collective bargaining agreement between the Borough and the PBA expires.

c. All of the above PBA representatives shall be entitled to paid leave to attend the above-listed 3 functions, and additional PBA members may be allowed to attend these functions, but will not be provided paid leave by the Borough, but these additional PBA members may use their own personal, compensatory or vacation time to attend.

Section 4. At the discretion of the Chief on-duty staff will be permitted to attend P.B.A. Local 305 meetings without loss of pay provided such attendance does not diminish the effectiveness of the Department or require the recall of off-duty policemen to bring the Department to its proper effectiveness.

ARTICLE 4

EQUAL OPPORTUNITY

The Borough agrees to continue its policy of not discriminating against any employee or applicant because of race, creed, color, national origin, age or sex.

ARTICLE 5

MANAGEMENT RIGHTS

Section 1. It is understood and agreed that the Employer possesses the sole and exclusive right to conduct the business of the Borough, and, except as specifically and lawfully modified by this Agreement, to manage and direct the affairs of the Police Department, and to fulfill its lawful obligations.

Section 2. It is further understood and agreed that all powers, rights, authority, duties and responsibilities conferred upon and vested in the Employer prior to the signing of this Agreement are retained by the Employer, including, but not limited to, the power authority and right to:

- (a) Direct, supervise and otherwise manage the employees to maximize efficiency, and to take all reasonable steps to improve productivity of the Police Department;
- (b) Hire, promote, transfer and assign;
- (c) Suspend, demote, discharge, or take other necessary disciplinary actions for just cause;
- (d) Relieve employees from duty because of lack of work or for other legitimate reasons;
- (e) Determine the work to be performed within the unit of employees covered by this Agreement;

(f) Make reasonable rules and regulations and make modifications of existing rules and regulations, it being understood and agreed that upon timely demand by the Union, any new or changed work rules which are proper subjects of negotiation shall be negotiated with the Union in advance of implementation.

Section 3. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Borough, the adoption of policies, rules, regulations and practices in 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 that such specific and express terms are lawful.

Section 4. The Employer shall not be restricted by the terms of this Agreement in respect to the employees covered hereunder during emergency situations as determined by the Chief of Police, applicable law, or proclamation of Mayor and Council.

ARTICLE 6

NO STRIKE – NO LOCKOUT

Section 1. It is recognized that the need for continued and uninterrupted operation of the departments and agencies of the Borough is of paramount importance to the citizens of the community and that there shall be no interference with such operations. Accordingly, the parties agree that there shall be no strikes, walkouts, sympathy strikes, refusal to cross picket lines, slow-downs, unlawful picketing, sick-outs, or any other interference with normal work performance by the PBA, its officers, members, agents, principals, or employees covered by this Agreement within the Borough of Eatontown.

Section 2. In consideration of the foregoing, the Employer agrees not to lock-out or cause to be locked-out any employee covered under the provisions of this Agreement.

ARTICLE 7

HOURS OF WORK AND OVERTIME

Section 1. Members of the Police Department covered by this agreement shall work in accordance with the schedule established by the Chief.

Section 2. The normal work schedule shall produce an annual total of no more than 2,080 hours of work per year. This shall not constitute a guarantee of minimum or maximum number of hours of work per day or per week, and it is understood that employees will work reasonable amounts of overtime when required. Hours worked in excess of the normal hours for a shift under the work schedule established by the Chief shall be deemed overtime and shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay, or as compensatory time off. It shall be the employee's option whether to receive compensatory time or be paid for the overtime. The employee, with the Chiefs consent, shall determine when compensatory time off may be taken. Said consent shall not be unreasonably withheld.

Section 3. Employees required to appear in municipal court during off-duty hours in connection with performance of their duties on behalf of the Borough of Eatontown will be paid at the rate of time and one-half for such court appearance with a minimum of four (4) hours pay at the time and one-half rate. Employees shall continue to use best efforts to have such court appearances scheduled during normal working hours. Employees required to make such court appearances during off-duty hours in Superior or County Court on behalf of the Borough of Eatontown shall be paid at the rate of time

and one-half for all time worked with a minimum of four (4) hours' pay at the time and one-half rate. Employees called in and required to work for any other reason during off-duty hours shall be paid at the rate of time and one-half for all time worked with a minimum of four (4) hours pay at the time and one-half rate. In the event that the employee is called in for immediate or emergent overtime, he/she shall be compensated reasonable "shape up" time for up to a maximum of one (1) hour.

Section 4. Employees cannot be paid overtime unless such overtime is authorized by the Chief of Police or his duly designated representative.

Section 5. The parties recognize and acknowledge legal requirements imposed upon the Department in scheduling hours of work, time off and overtime assignments, and the parties agree to cooperate fully with each other in respect to scheduling adjustments which may be required to comply with legal requirements imposed by federal law. Pursuant to this pledge of mutual cooperation the Employer will make every reasonable effort to maintain the benefits to the police officers of the present practice of scheduling days off, consistent, however, with applicable provisions of law. It is further understood and agreed that officers will not receive "CTO" days off before they are earned except in unusual circumstances and only upon prior approval by the Chief.

Section 6. Overtime shall be earned and paid in quarter-hour segments with the understanding that no overtime shall be paid for the first 15 minutes of overtime worked at the end of a regular shift, and that ½ hour overtime will be paid for overtime worked from 16 minutes to 30 minutes at the end of the regular shift.

Section 7. Employees will be required to attend one annual department meeting to be scheduled by the Chief of Police. If the meeting occurs during an employee's off duty hours the employee shall receive compensatory time off at a rate of one and one-half times for a minimum of four hours, provided their attendance is not immediately preceding or immediately successive to the employee's regular work hours. If it is, then they shall be similarly compensated but only for the actual hours expended at a rate of one and one-half times.

ARTICLE 8

SICK LEAVE

Section 1. All permanent full time employees covered by this Agreement shall be granted sick leave with pay of one (1) working day for every month of service during the remainder of the first calendar year of service and fifteen (15) working days in every calendar year thereafter. The amount of such leave not taken shall accumulate from year to year.

Section 2. The Employer may request an employee absent on sick leave to submit acceptable medical evidence substantiating the illness.

Section 3. The Employer may require an employee on sick leave to be examined by a doctor selected by the Employer. This examination shall be paid for by the Employer and may be required at any time during the period of sick leave, and may also be required prior to return to active duty.

Section 4. The Borough shall maintain a Sick Leave Incentive Bonus Program which shall provide that any employee who works an entire calendar quarter without using any sick days, shall receive an 8 hour bonus day to be used by the employee as either a vacation or personal day, as manning permits, within the year during which the bonus day was earned, except for the 4th quarter, in which case a bonus day shall be

used during the 1st quarter of the following year.

A quarter shall be defined as January, February, March; April, May, June; July, August, September; October, November, December.

Section 5. Employees who have accumulated at least 75 sick days shall be permitted, at the employee's sole discretion, to sell back a maximum of ten (10) sick days per year. For each day sold back to the Borough, said employee shall surrender two (2) sick days. The number of days sold back to the Borough will directly reduce the amount of accumulated sick days the employee is eligible to sell back (up to 125 maximum) at the time of retirement.

ARTICLE 9

DEATH IN FAMILY

Section 1. An employee who suffers a death in his immediate family as hereinafter defined shall be entitled to receive a regular day of pay for time lost from work to prepare for and attend the funeral commencing with the day of death and ending with the day of burial up to a maximum of three (3) days, to be expended within seven (7) days of death, provided such days are normal scheduled working days for the employee. Bereavement leave shall be extended to a maximum of five (5) days when the funeral of the deceased is held outside of the State of New Jersey and shall be expended with ten (10) days of death.

Section 2. The immediate family of any employee is defined and limited for the purpose hereof to the mother, father, sister, brother, spouse, children, grandchildren, grandparents, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother –in-law and sister-in-law.

Section 3. An employee who suffers a death of an aunt, uncle, niece or nephew shall receive a maximum of one day per year to attend the funeral regardless of the number of incidents in that year.

ARTICLE 10

HOLIDAYS

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

Section 2. Payment for all recognized holidays shall be distributed in the last pay period in November of each contract year and those 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 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 they may continue to take time off in lieu of payment for holidays on a day to day basis in accordance with present practice.

ARTICE 11

VACATION

Section 1. During the term of this Agreement all full time officers employed by the Borough of Eatontown who have satisfactorily completed probation, shall be entitled to annual vacation leave in accordance with the following schedule:

<u>Length of Service</u>	<u>Vacation Entitlement</u>
1 st Year	1/2 day per month to a maximum of 5 working days
2 years through 5 complete years	10 working days
6 years through 10 complete years	15 working days
11 years through 17 complete years	20 working days
18 years +	25 working days

Section 2. Employees shall submit their vacation requests by January 15 of the calendar year, and vacations shall be scheduled and approved by the Chief or his designee in accordance with the present policy and procedure regulating vacation requests.

Section 3. During the term of this agreement, full time officers who are eligible for vacation hereunder and who resign or otherwise are separated from employment, except in cases of retirement with pension or death, shall be entitled to the vacation allowance for the current year prorated on the basis of one-twelfth (1/12th) of vacation entitlement for each month worked to the date the separation becomes effective. If

an employee uses more than his or her prorated entitlement, the required adjustment will be deducted from any payments due to the employee by the Borough. Employees who retire from employment with the Borough and receive pension payments, including disability pension payments, upon such retirement shall be entitled to receive their full vacation benefit in the year of such retirement. If an officer dies while employed by the Borough, the estate shall be entitled to receive the full vacation benefit in the year of such death.

ARTICLE 12

UNIFORMS

Section 1. During the term of this Agreement and the Employer shall maintain its present practice of supplying uniforms to officers as may be required, and the officers shall continue to be subject to inspection.

Section 2. The clothing stipend for detectives shall be \$1,500.00 per annum for each year of this Agreement and shall be pro rated monthly if an officer serves less than a full year as detective. Payment of the clothing stipend shall be made the first pay period of the calendar year. Detectives receiving a clothing stipend shall not be issued uniforms during the year in which the stipend is paid unless the department implements a change in its official uniform.

Section 3. The present practice of maintaining officer's designated work clothing, at a cleaner selected by the Employer shall remain in effect. The Employer retains the right to change dry cleaners upon notice to but without further negotiation with the Union. The Union shall have the right to grieve if the quality of service provided by any new cleaner is not substantially similar to the quality provided by the current designated cleaner.

Section 4. Replacement of personal items damaged in the line of duty which are not compensated for by the third party causing the damage shall be provided by the Employer at the discretion and upon approval of the Chief in accordance with present practice and budget limitations.

ARTICLE 13

HEALTH INSURANCE

Section 1. During the term of this Agreement, the Borough shall provide medical insurance for all permanent full-time employees through the State Health Benefits Program. The Borough may change insurance providers during the term of this Agreement so long as basically equivalent coverage is maintained. The NJ Direct 15 Plan will be the base plan for all employees hired on or after January 1, 2016. Any employee hired on or after January 1, 2016 who chooses a more expensive plan must pay the difference in the cost of premium between the plan chosen and NJ Direct 15, which cost difference is in addition to the required contribution as defined in Section 7 of this Article.

Section 2. The Borough will continue to provide an optical plan. The total reimbursement benefit during the term of this Agreement shall not exceed \$600 per employee. This reimbursement can be utilized for dependents but shall not be applicable to purchases of non-prescription sunglasses. Additionally, employees shall have the option of applying their respective reimbursement benefit to enroll in the VSP Plan. However, it is understood, that said employee may opt out of said VSP Plan at their discretion. Any costs associated with the enrollment and participation in the VSP plan shall be deducted from said employee's reimbursement benefit.

Section 3. The annual benefit for dental shall be \$1,300.

Section 4. The Borough will participate in either the New Jersey State Disability Fund or a program for disability coverage offered by the Joint Insurance Fund. The cost of this program to employees for the duration of this contract shall be \$106.00 per employee and all employees shall participate by way of payroll deduction.

Section 5. The cap on orthodontics coverage shall be \$1500 per annum (in accordance with the New Jersey Health plan).

Section 6. Effective January 1, 2012, all employees shall be required to contribute towards the cost of the premium for all health insurance provided under this article pursuant to Public Law 2011, Chapter 78. If Public Law 2011, Chapter 78 should be invalidated with regard to employee contributions to 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 2 should be invalidated with regard to employee contributions to health insurance, the contributions for all health insurance received under this Agreement will be 1.5% of his/her salary or 3% of the premium cost, whichever amount is lesser. Moreover, the prescription for co-pays shall be as follows:

A. EPO - \$7 for generic and \$12 for brand name;

B. PPO - \$12 for generic and \$15 for brand name

Section 7. Office Visit co-pays shall be \$10.00 for EPO and \$15.00 for PPO.

Section 8. Any employee hired on or after January 1, 2012 who is eligible for coverage under the Borough's policies as a dependent, spouse, or domestic partner of any

other Borough employee shall be required to accept coverage under the other Borough employee's policy and shall not be eligible for "opt-out" compensation or for a separate health insurance policy at the Borough's expense.

Section 9. An employee who demonstrates to the Borough Administrator that he/she has health insurance coverage from a source other than the Borough may "opt out" of the Borough's health insurance coverage and shall receive twenty-five (25%) of the premium for the lowest qualified health plan the employee is eligible for. Employees who choose this option may rejoin the plan in the following calendar year (during the open enrollment period).

Section 10. The Borough will pay \$100.00 per employee for each year of this Agreement towards the employee purchase of any AFLAC program.

ARTICLE 14

FALSE ARREST AND LIABILITY INSURANCE

Section 1. The Borough shall continue to provide and pay for False Arrest and Liability Insurance for employees covered by this Agreement in accordance with the present coverage in effect.

Section 2. All actions involving any officer arising out of or incidental to performance of duties shall be governed by the applicable provision of NJSA 40A:14-155. The Borough may indemnify officers and provide for their defense in civil actions arising out of and directly related to their lawful exercise of police powers in furtherance of official duties, subject to the provisions of NJSA 40A: 14-155 and NJSA 59: 10-4.

Section 3. The PBA shall have the right to submit to the Borough a list of attorneys whom the PBA would like to handle court matters covered by this Article. The Borough agrees to forward this list to the Borough's insurance carrier; however, the parties understand that the Borough's forwarding the list in no way binds either the borough or the carrier to utilize the attorneys contained on the PBA list.

ARTICLE 15

BULLETIN BOARD

The Borough will provide a bulletin board in the locker room of police headquarters for the use of the Union in posting notices concerning union business and activities. All such notices shall be posted only upon the authority of the president of P.B.A. Local 305, and no defamatory or derogatory material shall be posted.

ARTICLE 16

EDUCATION

The Borough will reimburse 75% of the cost of tuition to full-time employees for a maximum of six (6) credits per calendar year up to the rate set for the equivalent level by Rutgers, The State University of New Jersey. To qualify for reimbursement the employee must receive a grade no lower than a “B-“ or its numerical equivalent. Any full-time employee hired on or after January 1, 2016 must be employed by the Borough of Eatontown for a minimum of seven (7) years before becoming eligible for reimbursement. Reimbursement shall be provided only for members taking courses which are directly related to their occupation or part of their core requirements for a degree related to their occupation with the Borough. Prior approval for courses must be obtained in writing from the Chief of Police. No reimbursement shall be given for a course if the member receives an incomplete or non-passing grade for said course or if the member withdraws from the course. For the duration of this agreement the Borough shall allocate a maximum of \$17,500.00 per year to fund this benefit. The funds shall be dispersed on a first-come first-serve basis. To ensure that the maximum number of employees may enjoy this benefit, employees may only seek reimbursement for one class per semester, regardless of how many they may choose to enroll in. Once the funds have been expended for the calendar year no further reimbursement shall be made for any classes taken that year. Eligible employees shall receive reimbursement for college courses within forty-five (45) days after presentation of evidence of successful completion of the course.

ARTICLE 17

PERSONNEL FILES

Section 1. The Borough shall maintain one (1) official personnel file for each officer and that file shall contain all job performance documents. Each officer covered by this Agreement shall be allowed to examine his personnel file on a reasonable basis which normally shall not exceed four (4) times per year. Such examination shall be conducted in the presence of the Chief of Police or his duly designated representative, and each item in the file shall be outlined and inventoried. An officer shall be entitled to initial and date the inventory to memorialize the review. This privilege does not apply to files of the Internal Affairs Unit.

Section 2. Whenever a new item is placed in the personnel file of an officer, prompt written notice of the entry of such item shall be given to the officer.

ARTICLE 18

MAINTENANCE OF PRESENT PRACTICES

Except as otherwise provided herein, all rights, privileges and benefits which officers are presently enjoying and which are known and acknowledged by both parties as an existing practice or benefit shall be maintained and continued by the Borough during the term of this Agreement.

ARTICLE 19

POLICE OFFICER RIGHTS

Section 1. The Borough shall conduct each and every internal investigation of alleged misconduct consistent with the provisions and requirements set forth in the Attorney General Guidelines on Internal Affairs Policy & Procedures pursuant to NJSA 40A:14-181.

Section 2. An officer who is the subject of a disciplinary proceeding shall be given an exact copy of any written statement which he or she may execute, and if questioning is mechanically or stenographically recorded, the officer shall be given a copy of such recording or transcript if requested and paid for by the officer.

Section 3. The refusal by an officer to answer relevant questions concerning any non-criminal matter may result in disciplinary action.

Section 4. If an officer is a suspect or the target of a criminal investigation, the procedure and requirements set forth herein shall not apply, but instead such officer shall be accorded his or her rights pursuant to Constitutional and United States Supreme Court requirements.

ARTICLE 20

GRIEVANCE PROCEDURE

Section 1. A grievance is any complaint arising with respect to the interpretation, application or alleged violation of this Agreement or administrative decisions affecting employees covered hereunder. A grievance shall also include any appeal or other challenge as to any minor disciplinary action imposed upon a member. For purposes of this Agreement, "minor discipline" shall be defined as a suspension or fine of five (5) days or less, including reprimand. Notwithstanding the above, the costs of the arbitrator for minor disciplinary appeals shall be borne by the PBA, unless the arbitrator determines that no discipline of any kind, e.g., counseling, reprimand or suspension is warranted, in which case the costs shall be shared equally as stated in Section 4 of this Article. In order to provide for the expeditious and mutually satisfactory settlement of grievances, the procedure hereinafter set forth shall be followed:

Step 1

The President of the P.B.A. and/or his duly authorized and designated representative shall present and discuss the grievance orally with the Lieutenant in charge at the time the grievance occurred with the objective of resolving the matter informally. If a grievance involves alleged improper action by the Captain or Chief of Police, the grievance shall be instituted at the level where the grievance arises within the time period for presenting a Step 1 grievance, and the necessity of presenting the grievance at the lower steps of the grievance procedure shall be waived. If the grievance involves alleged improper action by the Borough, it should be presented to the Chief of Police within

the time period for presentation of a Step 1 grievance. The grievance shall be presented at the Step 1 level within thirty (30) calendar days from the date the alleged violation was known or should have been known, and failure to present the grievance within this time period shall constitute abandonment of the grievance and waiver of the right to raise the grievance, unless the parties mutually agree in writing to extend the time limit.

Step 2

If the grievance is not resolved at Step 1, or if no answer has been received by the P.B.A. within fifteen (15) calendar days after presentation, the P.B.A. shall present the grievance in writing to the Captain. This presentation shall set forth the position of the P.B.A. and at the request of either party, discussion may ensue. The Captain shall answer the grievance in writing within fifteen (15) calendar days after receipt of the grievance setting forth the position of the Employer.

Step 3

If the grievance is not resolved in Step 2, or if no answer has been received by the P.B.A. within the time set forth in Step 2, the grievance may be presented in writing to the Chief of Police who shall answer the grievance in writing within fifteen (15) calendar days after receipt of the grievance.

Step 4

If the grievance is not resolved at Step 3, or if no answer has been received by the PBA within the time set forth in Step 3, the grievance may be presented in writing to the Borough Administrator. The final decision of the Borough Administrator shall be provided to the PBA in writing within fifteen (15) calendar days after receipt of the grievance.

Step 5

If the grievance is not resolved in Step 4, or if no answer has been received by the P.B.A. within the time set forth in Step 4, the grievance may be presented in writing to the Mayor and Council of the Borough. The final decision of the Mayor and Council shall be given to the P.B.A. in writing within fifteen (15) calendar days after receipt of the grievance.

If the P.B.A. fails to process a grievance to the next step within the time period specified in this procedure, it is conclusively presumed that the last response given by the Employer constitutes final resolution of the grievance unless the parties mutually agree in writing to extend the time limit.

Section 2. If the grievance is not resolved at Step 5, the P.B.A. may submit a request for binding arbitration to the Public Employment Relations Commission (PERC). This entity shall select an arbitrator according to its rules and procedures.

Section 3. Any matter which is the proper subject of a grievance may be submitted to arbitration if it is not resolved through the grievance procedure, except matters involving discipline or discharge of an officer covered by this Agreement where the applicable provisions of Title 40A of the New Jersey Statutes constitutes the exclusive procedure for remedy of a discipline or discharge grievance.

Section 4. The costs of arbitration shall be shared equally by the parties, and all other costs incurred in connection with the arbitration shall be borne by the party incurring same.

The decision of the Arbitrator shall be final and binding upon the parties and the grievant. The Arbitrator shall have no authority to add to, subtract from, or modify the terms of the contract agreed to by the parties, and he shall render his decision within thirty (30) days from the close of the hearing.

ARTICLE 21

SALARIES

Section 1. During the term of this Agreement the salaries for all employees covered hereunder shall be as set forth on Schedule A annexed hereto and made part of this contract. The salary guide will include three schedules distinguishing between those hired from January 1, 2008 through December 31, 2011, from January 1, 2012 through December 31, 2015, and those hired on or after January 1, 2016.

Police Officers who upon hire must complete the Basic Course for Police Officers shall be paid the "Academy" rate until they have completed said certification. Upon completion or if so certified at time of hire, Police Officers shall be paid at the "Year 1" rate until the completion of their first 12 months of service. For the succeeding years of employment salary "steps" shall commence upon the first day of the year of service (i.e., "Year 2" shall begin on the first day of the second year of service, and so on).

Section 2. The Chief of Police shall have the right to assign any member of the Police Department to work in the Detective Bureau, and to transfer members of the Detective Bureau to uniform duty or other assignment.

Any patrolman assigned to work in the Detective Bureau by the Chief of Police shall receive additional compensation at the rate of One Thousand Eight hundred (\$1,800.00) Dollars per year above the base salary of that patrolman as set forth on Schedule A. Payment of this additional salary stipend will be pro rated for the period of time the patrolman serves in the Detective Bureau and shall be paid in equal monthly installments of \$150.00 per month during the period of such service.

The Detective Allowance provided for herein shall terminate immediately upon transfer of an employee from the Detective Bureau to uniform duty or other assignment.

Section 3. A police officer shall receive Sergeant's pay for time served in that capacity when placed in charge of a shift as a Road Supervisor for a minimum of two hours.

ARTICLE 22

LONGEVITY

Section 1. During the term of this Agreement each officer shall be paid, in addition to the per annum salaries provided for on Schedule A, a longevity increment based upon continuous years as a police officer with the New Jersey State Police and Fireman's Pension, or with the Public Employment Retirement System or any combination thereof, in accordance with the following schedule.

<u>Length of Continuous Service</u>	<u>Percentage of Annual Salary</u>
5 years	2%
10 years	4%
15 years	6%
20 years	8%
24 years	10%
29 years	12%

Section 2. Employees hired on or after January 1, 1996 shall be entitled to a longevity increment based upon continuous years as a police officer with the New Jersey State Police and Fireman's Pension, or with the Public Employment Retirement System or any combination thereof, except those employees who were hired after January 31, 2006 shall be entitled to a longevity increment based upon years of continuous employment as a police officer for the Borough of Eatontown in accordance with the following schedule:

PATROL OFFICERS

<u>Length of Continuous Service</u>	<u>Longevity Pay</u>
5 years	\$1,400
10 years	\$2,700
15 years	\$4,000
20 years	\$5,300
24 years	\$6,600
29 years	\$7,900

SERGEANTS

<u>Length of Continuous Service</u>	<u>Longevity Pay</u>
5 years	\$1,550
10 years	\$3,000
15 years	\$4,450
20 years	\$5,900
24 years	\$7,350
29 years	\$8,800

Section 3. Longevity shall be paid with the regular pay check for all officers entitled to receive the benefit.

Section 4. Any employees hired on or after January 1, 2019 shall not be entitled Longevity Pay.

ARTICE 23
DEATH BENEFITS

Section 1. During the term of this Agreement the Borough shall provide and pay for benefits in the event of the death of an officer covered hereunder as follows:

(a) Sick Leave - The value of any unused sick leave accumulated by such officer shall be paid in accordance with the sick leave formula and policy applicable upon retirement from the Department.

(b) Hospitalization - A surviving spouse shall be entitled to hospitalization coverage under the Borough policy for a period of five (5) years from the date of death of the officer or until the surviving spouse remarries or obtains substantially similar coverage, whichever first occurs.

A surviving spouse with dependent children shall be entitled to family hospitalization coverage under the Borough policy for a period of ten (10) years from the date of death of the officer, or until the surviving spouse remarries or obtains substantially similar coverage, or the youngest child reaches age 18, whichever first occurs, except that if the youngest child reaches age 18 in less than five (5) years from date of death of the officer, the entitlement of the surviving spouse to the hospitalization benefit for the five (5) year period from date of officer's death in accordance with the terms of this Article shall not be adversely affected.

Section 2. It is the responsibility of each officer to maintain with the department an ever-present designation of beneficiary for payment of the sick leave portion of this benefit. In the absence of such designation the benefit shall be paid to the estate of the officer.

ARTICLE 24

RETIREE BENEFITS

Section 1. Police Officers who retire with 25 or more years of pension service credit in the New Jersey State Police and Firemen's Retirement System, in the Public Employees' Retirement System or any combination thereof, or as a result of an accidental disability retirement, or as the result of an ordinary disability retirement, shall be entitled to receive hospitalization, surgical, major medical, optical and dental insurance for the retiree, spouse and dependent children who are 26 years of age or younger. Police Officers hired on or after January 1, 2012 who are granted an ordinary disability retirement must have completed 20 years of service with the Borough of Eatontown to qualify for retiree health benefits. Police Officers who exercise their right to purchase pension credit for years of service in the Armed Services of the United States shall be entitled to credit for such years of military service in connection with the 25 years of service eligibility set forth in this Article. This benefit shall be paid for by the Borough and shall be available until the retiree reaches age 65, and qualifies to receive Medicare, or has hospitalization insurance from another source, including coverage in their policy of spouse, whichever occurs first. The retiree is obligated to notify the Borough promptly when other insurance coverage is available, and failure to do so may result in loss of benefits. Upon reaching age 65 and qualifying to receive Medicare, the Borough shall be obligated to reimburse the retiree for the cost of Medicare Part B premiums. Notwithstanding, if the retiree is not eligible for Medicare, he/she shall completely receive health benefits from the Borough.

Police Officers hired on or after January 1, 2016 who meet the criteria for retiree health benefits as defined herein shall be eligible for “employee only” benefits upon retirement. These employees shall enjoy all benefits afforded to retirees who were hired prior to January 1, 2016, except that these benefits shall not be offered to the spouse and dependent children who are 26 years of age or younger of an employee hired on or after January 1, 2016. The retiree shall have the option of purchasing benefits for the spouse and dependent children who are 26 years of age or younger through the Borough solely at the retiree’s expense, providing such purchase of benefits is allowed by law and offered by the Borough’s provider.

Section 2. Police Officers who retire with twenty-five (25) years or more of service with the New Jersey State Police and Firemen’s Pension or the Public Employees Retirement System or any combination thereof will receive compensation for unused accumulated sick time at the rate of one (1) day for every two (2) days accrued up to a maximum of one hundred and twenty-five (125) days pay, to be paid immediately upon the officer’s retirement, or in the next succeeding fiscal year once funds become available, if the existing budget appropriation will not allow payment during fiscal year of retirement.

For those employees hired on or after January 1, 2012, reimbursement shall be calculated at the following rate:

1. One third at a daily rate of pay in the calendar year of retirement;
2. One third at a daily rate of pay in the calendar year preceding retirement;
3. One third at a daily rate of pay in the calendar year two years preceding retirement.

The daily rate of pay for calculation purposes shall be the employee’s daily rate of pay on the last day worked in the calendar year in question.

Section 3.

a. Any police officer who had 20 or more years in the Police and Firemen's Pension System as of June 28, 2011 and who retires on or after January 1, 2012, shall contribute 1.5% of his/her salary they were making at time of retirement or 3% of the health insurance premium cost, whichever amount is lesser, to a maximum of \$1,000 per annum, for all retiree health insurance provided under this Agreement. This out of pocket expense shall essentially be frozen at the time of retirement.

b. Any police officer who had less than 20 years of service in the Police and Firemen'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.

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, 2011 will be 1.5% of his/her salary they were making at the time of retirement or 3% of the retiree premium cost, whichever amount is lesser, to a maximum of \$1,000 per annum. This out of pocket expense shall essentially be frozen at the time of retirement.

ARTICLE 25

PERSONAL LEAVE

Section 1. Each full time officer who has completed 90 days of probation shall be entitled to three (3) personal leave days per year for the purpose of attending to personal business/matters which cannot be performed outside the employee's normal work hours. Application for a personal day shall be made at least three working days, except in a case of emergency, in advance and shall be filed with and approved by the Chief of Police or his designee. The number of employees who may take personal leave on the same day shall be determined by the Chief in accordance with the needs of the Department.

Section 2. Personal days are not to be applied in any way to add to vacation, sick leave or holiday time without prior approval by the Chief of Police or his designee, and are not accumulative. If an officer is unable to use his personal leave due to Department needs, he/she shall be allowed to carry the unused days over to the next year.

ARTICLE 26

SAVINGS CLAUSE

Section 1. It is understood and agreed that if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

Section 2. If any such provisions are held to be invalid, the Employer and the Union will meet for the purpose of negotiating the changes made necessary by the applicable law.

ARTICLE 27

DURATION

Section 1. This Agreement shall be effective from January 1, 2016 through December 31, 2019. If either party wishes to terminate, amend or modify this Agreement, it must so notify the other party in writing at least one hundred and twenty (120) days prior to the expiration date set forth herein.

Section 2. If neither party serves written notice of intent to terminate, modify or amend this Agreement on or before one hundred twenty (120) days prior to the expiration date, then the duration of this Agreement shall continue for one additional year, and from year to year thereafter until such written notice is timely given.

Schedule A

Per Annum Salaries

FOR EMPLOYEES HIRED ON JANUARY 1, 2008 THROUGH
DECEMBER 31, 2011

	2016	2017	2018	2019
Patrolmen:				
ACADEMY	\$40,132	\$40,132	\$40,132	\$40,132
YEAR 1	\$56,849	\$56,849	\$56,849	\$56,849
YEAR 2	\$67,414	\$67,414	\$67,414	\$67,414
YEAR 3	\$77,978	\$77,978	\$77,978	\$77,978
YEAR 4	\$88,543	\$88,543	\$88,543	\$88,543
YEAR 5	\$99,107	\$99,107	\$99,107	\$99,107
YEAR 6	\$109,672	\$109,672	\$109,672	\$109,672
YEAR 7	\$122,645	\$125,098	\$127,600	\$130,152
SERGEANT	\$135,019	\$137,720	\$140,474	\$143,284

**FOR EMPLOYEES HIRED JANUARY 1, 2012 THROUGH
DECEMBER 31, 2015**

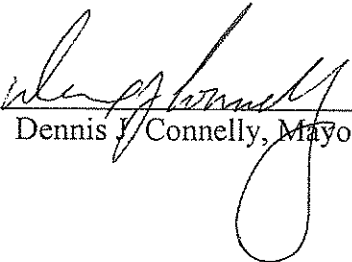
	2016	2017	2018	2019
Patrolmen:				
ACADEMY	\$40,132	\$40,132	\$40,132	\$40,132
YEAR 1	\$56,849	\$56,849	\$56,849	\$56,849
YEAR 2 (1/1-6/30)	\$62,132	\$62,132	\$62,132	\$62,132
YEAR 2 (7/1-12/31)	\$67,414	\$67,414	\$67,414	\$67,414
YEAR 3 (1/1-6/30)	\$72,696	\$72,696	\$72,696	\$72,696
YEAR 3 (7/1-12/31)	\$77,978	\$77,978	\$77,978	\$77,978
YEAR 4 (1/1-6/30)	\$83,260	\$83,260	\$83,260	\$83,260
YEAR 4 (7/1-12/31)	\$88,543	\$88,543	\$88,543	\$88,543
YEAR 5 (1/1-6/30)	\$93,825	\$93,825	\$93,825	\$93,825
YEAR 5 (7/1-12/31)	\$99,107	\$99,107	\$99,107	\$99,107
YEAR 6 (1/1-6/30)	\$104,389	\$104,389	\$104,389	\$104,389
YEAR 6 (7/1-12/31)	\$109,672	\$109,672	\$109,672	\$109,672
YEAR 7	\$122,645	\$125,098	\$127,600	\$130,152
SERGEANT	\$135,019	\$137,720	\$140,474	\$143,284

FOR EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2016

	2016	2017	2018	2019
Patrolmen:				
ACADEMY	\$40,132	\$40,132	\$40,132	\$40,132
YEAR 1	\$56,849	\$56,849	\$56,849	\$56,849
YEAR 2	\$62,132	\$62,132	\$62,132	\$62,132
YEAR 3	\$67,414	\$67,414	\$67,414	\$67,414
YEAR 4	\$72,696	\$72,696	\$72,696	\$72,696
YEAR 5	\$77,978	\$77,978	\$77,978	\$77,978
YEAR 6	\$83,260	\$83,260	\$83,260	\$83,260
YEAR 7	\$88,543	\$88,543	\$88,543	\$88,543
YEAR 8	\$93,825	\$93,825	\$93,825	\$93,825
YEAR 9	\$99,107	\$99,107	\$99,107	\$99,107
YEAR 10	\$104,389	\$104,389	\$104,389	\$104,389
YEAR 11	\$109,672	\$109,672	\$109,672	\$109,672
YEAR 12	\$122,645	\$125,098	\$127,600	\$130,152
SERGEANT	\$135,019	\$137,720	\$140,474	\$143,284

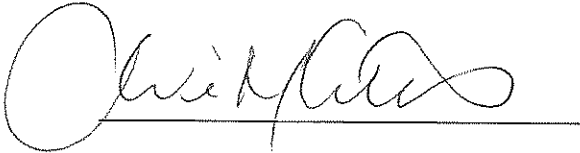
IN WITNESS WHEREOF, the parties hereto have set their hands and seals
this 10th day of February, 2016.

BOROUGH OF EATONTOWN

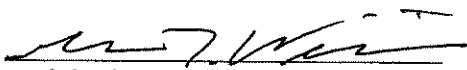
By: 

Dennis J. Connelly, Mayor

ATTEST:



NEW JERSEY POLICEMEN'S
BENEVOLENT ASSOCIATION, INC.
LOCAL NO. 305

By: 

Matthew Williams, President

ATTEST: