

Agreement

between

BOROUGH OF MONMOUTH BEACH
MONMOUTH COUNTY, NEW JERSEY

and

NEW JERSEY POLICEMEN'S BENEVOLENT ASSOCIATION, INC.
LOCAL NO. 332

JANUARY 1, 2023 THROUGH DECEMBER 31, 2027

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PREAMBLE

THIS AGREEMENT, made this _____ day of January 2023, by and between the BOROUGH OF MONMOUTH BEACH, in the County of Monmouth, New Jersey, a municipal corporation of the State of New Jersey (hereinafter called the "Borough"), and the NEW JERSEY POLICEMENS BENEVOLENT ASSOCIATIONS, INC., LOCAL NO. 332 (hereinafter called the "PBA");

WHEREAS, while it is recognized that the New Jersey Statutes and Rules and Federal Law may have application to the relations between the parties, and it is intended that such Laws shall apply where relevant; and

WHEREAS, it is understood and agreed that some of the terms of this Agreement may enlarge upon and expand the rights of the employees created by the existing New Jersey Law; and

WHEREAS, it is understood and agreed that this Agreement shall in no way be interpreted to reduce or limit any employee rights created and protected by the Laws of New Jersey, specifically , but not limited to N.J.S.A. 40A:14-118 through and inclusive of 40:14-176; and

WHEREAS, it is the intent and purpose of the parties to maintain and promote a harmonious relationship between the Borough and such of its employees who are within the provisions of the 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 terms and conditions of employment consistent with the law;

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

ARTICLE I

RECOGNITION

Section 1. The Borough recognizes the New Jersey Policemen's Benevolent Associations, Inc., Local No. 332 as the sole and exclusive representative for purposes of collective negotiations concerning salaries, hours of work and other terms and conditions of employment for all Patrolmen, Detectives (all ranks), Sergeants, Lieutenants, and Captains in the Police Department of the Borough of Monmouth Beach, but excluding the Chief, Deputy Chief, school guards, dispatchers and clerical employees and all other employees of the Borough.

Section 2. The term "Police Officer", "member", and/or "Employee" as used herein shall be defined to include the plural as well as the singular and to include males and females.

ARTICLE II

MANAGEMENT RIGHTS

Section 1. It is understood and agreed that the Borough possesses the sole and exclusive right to conduct the business of the Borough, and, except as modified by this Agreement, and consistent with existing laws, to manage and direct the affairs of the Police Department and to fulfill its lawful obligation.

Section 2. It is understood and agreed that all rights of management are retained by the Borough, and that these rights shall include, but shall not be limited to the right to:

(a) direct, supervise and otherwise manage the employees to maximize efficiency and to take all responsible steps to improve productivity of the Department;

(b) hire, promote, transfer and assign;

(c) suspend, demote, discharge, or take other necessary disciplinary action;

(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;

(f) purchase the services of other by contract or otherwise;

(g) make reasonable rules and regulations, and make modifications of existing rules and regulations.

ARTICLE III

GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Purpose. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment of Police Officers. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate representative of the Borough provided, however, that the Borough furnishes the PBA with prior written notice of any such discussions.

Section 2. Definition. The term grievance as used herein means any dispute or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement, or any job-related grievance, and may be raised by the PBA on behalf of an individual employee or a group of employees.

Section 3. Steps of the Grievance Procedure. The following constitutes the sole and exclusive method for resolving grievances between the parties and shall be followed in its entirety unless any step is waived by mutual consent:

STEP 1 The PBA on behalf of an aggrieved employee or employees, shall institute action under the provisions hereof within ten (10) working days from the date the aggrieved knew

or should have known of the facts giving rise to the grievance, and an earnest effort shall be made to settle the differences between the PBA and the Chief of Police, for the purpose of resolving the matter informally. Failure to act within the said ten (10) working days shall be deemed to constitute an abandonment of the grievance. The Chief of Police or his designee shall render a written decision within five (5) calendar days after receipt of the grievance.

STEP 2 In the event that the grievance has not been resolved at Step One, the PBA shall, in writing and signed, file the grievance with the Mayor and Commissioners within seven (7) calendar days following receipt of the determination at Step 1. The Mayor and Commissioners may, at their discretion, hold a hearing on the grievance, and shall render a written decision within five (5) days from the date of any hearing which may be held, whichever is later.

STEP 3 If the grievance is not resolved in Step 2 of the procedure outlined above, the matter may, at the request of the PBA be referred to the Public Employment Relations Commission ("PERC") for the selection of an arbitrator according to its rules.

Section 4. It is understood and agreed that the provisions of grievance and arbitration provided for herein shall not be applicable in the case of discipline or discharge

which shall be governed exclusively by the provisions of N.J.S.A. 40:14-147, et seq. as set forth in Article IV of this Agreement.

Section 5. The PBA must notify the Borough in writing of its decision to proceed to arbitration and must actually submit the matter to arbitration within twelve (12) working days from the date of receipt of decision in Step 2 of the grievance procedure. Failure to notify and submit a grievance to arbitration within the time limits set forth herein shall constitute an abandonment of the grievance and waiver of right to arbitration, and the grievance shall, thereafter, be forever barred, unless such time limits are extended by mutual consent.

Section 6. The arbitrator shall interpret the provisions of this Agreement but shall have no power to add to, subtract from or modify any provisions herein contained. The arbitrator shall render his decision within thirty (30) days after the close of the hearing, and his decision shall be final and binding subject to N.J.S.A. 2A:24-1, et seq. The cost of all such arbitration shall be borne equally by the parties.

Section 7. Failure to respond to any step in this procedure by the Borough or its agents shall be deemed to be a negative response and upon the termination of the applicable time limits, the aggrieved may proceed to the next step. Failure to process grievance within the time limits specified

above shall constitute an abandonment of the grievance, and the grievance shall, thereafter, be forever barred, unless such time limits are extended by mutual consent.

ARTICLE IV

SUSPENSION AND DISCHARGE

Section 1. The parties agree that the Borough may suspend or discharge any employee for any good cause, regardless of his seniority. Notice of such discharge or suspension together with notice of designated hearing date as required by N.J.S.A. 40A:14-147, et seq. shall be served upon the PBA at the same time it is served upon the employee involved.

Section 2. In the event of suspension or discharge, the provisions of N.J.S.A. 40A:14-147, et seq. shall apply in lieu of the provisions of the Grievance Procedure herein above set forth in Article III.

ARTICLE V

NO STRIKE-NO LOCK-OUT

Section 1. It is recognized that the need for continued and un-interrupted operation of the department 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 there shall be no strikes, walkouts, sympathy strikes, refusal to cross picket lines, slowdowns, unlawful picketing, sick-outs, or any other interference with normal work performance by the PBA, its officers, members, agents, principals, or employees within the Borough of Monmouth Beach.

Section 2. The PBA will take all necessary steps to prevent its member officers, representatives, and the employees covered hereunder, either individually or collectively from participating in any of the conduct described in Section 1 above or any similar activity, including but not limited to publicly disavowing such action and ordering all such officers, representatives, employees or members who participate in such unauthorized activity to cease and desist from same immediately and to return to work along with such other steps as may be possible under the circumstances to bring about compliance with its order. In cases of unauthorized activity described herein, the Borough may impose disciplinary measures to discharge any

or all of the employees directly or indirectly involved. Any such disciplinary action taken by the Borough may be treated as a grievance to be processed in accordance with the terms of this Agreement.

Section 3. In consideration of the foregoing, the Borough agrees not to lock-out or cause to be locked-out any employee covered under the provisions of this Agreement.

ARTICLE VI

HOURS OF WORK AND OVERTIME

Section 1. Members of the Police Department, with the exception of the Detective(s), shall continue to work the "Pitman Schedule" consisting of twelve (12) hour shifts, either 7am - 7pm or 7pm - 7am, with a 2 week cycle of: 2 days on/2 days off; 3 days on/2 days off; 2 days on/3 days off. The Detective(s) shall continue to work ten (10) hour shifts, 7am - 5pm, with a weekly cycle of 4 days on/3 days off. The above schedules shall not be changed unless and until same is negotiated and otherwise agreed to by the parties. Moreover, the parties' 2021 "Kelly Time Agreement", attached hereto as Schedule B, is hereby incorporated by reference as if same were set forth herein in its entirety.

Section 2. Hours worked in excess of those regularly scheduled 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. Each officer shall have the discretion to be compensated for such overtime in either cash or compensatory time. Each officer shall be permitted to accrue up to a maximum of 120 hours. All unused compensatory time shall be cashed out by the Borough in the last pay period of each year so that each officer will begin the new year with a zero balance. The payment of such unused compensatory time shall be at the

rate earned by the officer at the time he/she receives such cash payment. Also, all requests to utilize compensatory time shall be granted unless, at the time of the submittal of said request, same would necessitate hiring another officer on overtime to maintain the Department's minimum staffing level.

Section 3. Attendance required at all court and hearings other than regularly scheduled Municipal Court sessions while off duty, shall be considered overtime and employees shall be paid at the prevailing overtime rate as listed in Section 2. Regularly scheduled Municipal Court sessions that the employee must attend while off duty shall be

compensated for at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay and shall be guaranteed at minimum of three (3) hours.

Section 4. Employees covered hereunder shall be allowed to switch days of work amongst themselves provided that they receive advance approval for any schedule changes among employees from the Chief or his designated representative, which approval shall not be unreasonably withheld.

Section 5. Payment of overtime as provided for in Section 2 and 3 hereof shall be made within forty-five (45) days from the date of such overtime or court appearance, which time limit may be extended if sufficient funds are not then available.

Section 6. Employees called in or called back outside of their regular schedule, shall be guaranteed a minimum of three (3) hours' pay at the rate of one and one-half (1 1/2) times the employee's regular hourly rate, so long as the call-back is not contiguous with the employee's regular schedule. The Borough reserves the right to retain the employee at work for the full three hours.

ARTICLE VII

VACATION LEAVE

Section 1. Every full-time member of the Police Department shall be entitled to an annual vacation period with pay in accordance with provisions of this Agreement as hereinafter stated:

(a) The vacation period shall be the calendar year, from the first of January to the 31st of December.

(b) Except as herein expressly provided to the contrary, the following constitutes the vacation privileges of the members of the Police Department, which is based upon the stated years of completed, continuous service with the department:

<u>Years of Service</u>	<u>Vacation Hours</u>
1st year	48
2nd through 5th	96
6th through 10th	144
11th through 15th	180
16th	192
17th through 18th	204
19th	216
20th	228
21st through 22nd	240
23rd	252
24th and up	264

Section 2. If an employee quits, retires, or is discharged, his vacation entitlement shall be pro-rated on a monthly basis as of the month of resignation, and he shall have deducted from his last paycheck the value of any excess of his pro-rated vacation entitlement which may be due to the Borough. Any employee who is suspended without pay and thereafter is discharged, shall only be entitled to prorated vacation pay up to the date of suspension.

Section 3. The Chief of Police shall approve all vacations, consistent with the needs of the Department, which approval shall not be unreasonably withheld. The Chief agrees to give consideration to vacation requests wherever possible, and in the event of conflict, seniority shall be the major factor, consistent with the needs of the Department.

Section 4. In the event an employee is entitled to vacation leave at the time of his death, his widow or his estate or beneficiaries as he shall designate shall receive one day of pay for each day of vacation which had not been taken at the time of the employee's death subject to any statutory limit.

Section 5. Notwithstanding Section 1 above, the maximum annual vacation days for those employees hired after January 1, 2011 shall be twenty-five (25) working days.

ARTICLE VIII

HOLIDAY PAY

Section 1. Every employee shall, in addition to salary, be paid one hundred twenty (120) hours holiday pay.

Section 2. The parties recognize that Police Officers may not enjoy time off on the aforesaid holidays by reasons of Department business. Accordingly, in lieu of the holiday itself, each employee shall receive compensation for said holiday as herein provided, and if a holiday falls on a non-duty day, said holiday shall be deemed to have fallen on a regular working day. Holiday pay shall be paid bi-weekly and shall be reported to the appropriate New Jersey Pension Fund, together with the annual salary as "Regular Base Salary" as part of the officer's or employee's salary. The holiday payment shall not be compounded annually but shall be added to the annual salary.

Section 3. Employees covered under this Agreement shall be entitled to three (3) personal days annually. Personal days will be granted by the Chief of Police only when prior notice has been given. Personal days shall not be accumulative from year to year.

Section 4. In the event an employee is entitled to holiday pay at the time of his death, then his widow, or his estate or beneficiaries, as he shall designate, shall receive pay for all accrued holidays to the date of death.

ARTICLE IX

SICK LEAVE

Section 1. Employees covered under this Agreement are entitled to fifteen (15) sick days per year. Employees are entitled to accumulate all unused sick leave and the Borough agrees to buy back unused sick days at the rate of one (1) day's pay for every two (2) days of unused sick leave turned in upon retirement, up to the maximum dollar amount of fifteen thousand five hundred dollars (\$15,500.00).

For any employee hired after September 30, 1998, buy back calculations for accumulated sick days will be based on the rate(s) of pay in effect during the year that they were accrued.

EXAMPLE:

1990 accrued sick days x the 1990 daily rate	\$1990 Amount
1991 accrued sick days x the 1991 daily rate	\$1991 Amount
1992 accrued sick days x the 1992 daily rate	\$1992 Amount
TOTAL \$ Amount	

Total Amount divided by 2 = \$Buy Back Amount

In the event of serious and/or prolonged illness, sick days for the current year will be used first in their entirety. Should the use of additional sick days be required beyond the current year, the policy will be to draw down from accumulated sick days, beginning with the first day of accumulation working forward up to the current year.

Section 2. Employees shall be granted one working day off with pay, if necessary, in the event of illness in their immediate family necessitating the employee's presence. Additional time off without pay, if needed, may be granted if authorized by the Chief. Immediate family shall consist of father, mother, spouse, children, brother, sister, father-in-law, mother-in-law, grandchildren, daughter-in-law, or son-in-law. Medical verification of the illness may be required by the Borough.

Section 3. The provisions of this Article will be administered as written and any purported practice(s) to the contrary will be neither recognized nor claimed.

Section 4. In the event an officer is injured or becomes ill during the performance of his/her duties, said officer shall be entitled to leave with full pay (referred to as "injury leave") until he/she is cleared for return to duty. The officer shall furnish a Doctor's Note confirming his/her injury and inability to report for duty as well as a Doctor's Note confirming his/her ability to report back to full duty.

ARTICLE X

INSURANCE

Section 1. All employees and their dependents as qualified by the insurance carriers shall be entitled to insurance benefits as follows: Hospitalization and Medical/Surgical Plan, Major Medical Insurance, and a Prescription Drug Plan, all of which are currently provided through the New Jersey State Health Benefits Program, and Horizon Dental Plan, Inc. the full payment of which shall be paid by the Borough.

Section 2. All employees covered by this Agreement and their dependents as qualified by the insurance earners, shall be entitled to all benefits stated in Section 1. After retirement, the full payment of said benefits shall be paid by the Borough. "Retirement", means completion of twenty-five (25) years of service, with at least fifteen (15) years in the Borough of Monmouth Beach, or a disability retirement.

Section 3. Upon formation of a fact-finding committee for the purpose of discussing and exploring revisions to the Health Benefit Program presently in place for employees of the Borough of Monmouth Beach, PBA Local 332 agrees to participate and be represented by a member of PBA Local 332.

Section 4. Employee contributions towards health benefits shall be governed by Chapter 78, P.L. 2011. However, the parties will meet and discuss a possible reduction in the premium-sharing contribution once the Borough determines the identity of the health insurance carrier for 2023.

ARTICLE XI

LEGAL REPRESENTATION

Section 1. Whenever an employee is a defendant in any action or legal proceeding arising out of, or incidental to the performance of his duties, the Borough shall provide him with counsel for the defense of such action or proceeding. The employee shall be entitled to select counsel of his own choosing, and the Borough shall pay such counsel a reasonable fee for his services. A reasonable fee is hereby defined to be a fee equal to the hourly rate paid to the Monmouth Beach Borough attorney, and the Borough shall not be responsible for payment of any counsel fees which may exceed the hourly rate then being paid to the Borough's attorney.

Section 2. The Borough does not have to provide the necessary means for the employee's defense in a disciplinary proceeding against him instituted as a result of a complaint on behalf of the Borough, but if such disciplinary or criminal proceeding is dismissed or finally determined in favor of the employee, he shall be reimbursed for the reasonable expense of his defense.

Section 3. This section of the Agreement is not intended to diminish the rights and obligations set forth in N.J.S.A. 40A:14-155 but is intended to set forth the agreement reached between the parties as to implementation of such rights

and obligations, particularly the obligation to provide the necessary means of defense and the procedure for determining the reasonableness of fees.

Section 4. The Borough also agrees to have each employee covered under this Agreement covered under a false-arrest Insurance program, the full payments of which shall be paid by the Borough.

ARTICLE XII

DEDUCTIONS FROM SALARY

Section 1. The Borough agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the PBA, provided appropriate signed authorization cards are presented to the Borough. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1976, N.J.S.A. R.S.52:14-15.9(e) as amended. Said monies, together with records of any corrections, shall be transmitted to the PBA monthly.

Section 2. If during the life of this Agreement there shall be any change in the rate of membership dues, the PBA shall furnish to the Borough written notice thirty (30) days prior to the effective date of such change and shall furnish new authorization from its members showing the authorized deduction for each employee.

Section 3. The PBA will provide the necessary "check off authorization" forms and deliver signed forms to the appropriate office. The PBA shall indemnify, defend and save the Borough harmless against any and all claims, demand suits, or other forms liability including reasonable attorney fees that arise out of or be reason of action taken by the Borough in reliance upon salary deduction authorization cards submitted by the PBA to the Borough.

Section 4. It is hereby agreed that dues deductions for any employee in the PBA shall be limited to Local #332 of the New Jersey State Policeman's Benevolent Association, the duly recognized majority representative, and employees shall be eligible to withdraw such authorization only as of July 1 of each year, provided notice of withdrawal is filed timely with the responsible payroll clerk.

ARTICLE XIII

CLOTHING ALLOWANCE

Section 1. The Borough shall provide annual clothing allowance for the benefit of each employee of Seven Hundred Fifty (\$750.00) Dollars per year for 2023 and 2024 and One Thousand Two Hundred (\$1,200.00) commencing 2025, to provide for clothing or equipment as approved by the Chief for the employee. This clothing allowance shall not be paid to the employee but shall be paid in their behalf.

Section 2. In the event that an employee 's uniform and uniform items approved by the Chief, including, but not limited to clothing, accessories or equipment is lost, damaged or destroyed in the line of duty, the Borough shall, in addition to the annual clothing allowance specified in Section 1, above, reimburse said employee for the cost of repairing or replacing the item.

ARTICLE XIV

CLOTHING MAINTENANCE

Section 1. The Borough agrees to provide the employees with annual clothing maintenance of Six Hundred Fifty Dollars (\$650.00) for 2023 and 2024 and One Thousand One Hundred (\$1,100.00) commencing 2025, payable by March 15th of each year.

Section 2. This expense check is over and above all other salaries and clothing allowances granted to the employees.

ARTICLE XV

MILITARY LEAVE

Military leave shall be granted in accordance with the provisions of all applicable laws.

ARTICLE XVI

DEATH IN FAMILY LEAVE

Section 1. Leave with pay, not to exceed three (3) working days, shall be permitted where such absence is due to and necessitated by the death of a member of the immediate family of the employee. This leave, if needed, is to be taken for regular scheduled work days between the date of death and the date of burial. The term immediate family is defined as mother, father, spouse, child, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparents and grandchildren.

Section 2. Leave of absence, if needed, of one (1) working day with full pay shall be granted to each employee for the purpose of attending the funeral of any other relative by blood or marriage.

ARTICLE XVII

RETIREMENT

Employees shall retain all pension rights presently being enjoyed under New Jersey Police and Fireman's Retirement System.

ARTICLE XVIII

BUSINESS EXPENSES

Section 1. Police Officers shall use departmental vehicles for business related travel, including attendance at courses related to police duties when so designated by the Chief of Police.

Section 2. A mileage allowance of twenty (\$.20) cents per mile, in addition to receipt toll expenses, will be paid to an employee who is required by the Chief of Police to provide his own vehicle for business related travel at any time.

ARTICLE XIX

LONGEVITY

Section 1. Each employee shall be paid, in addition to his current annual wage, a longevity increment based upon his years of service (employment) in the Police Department of the Borough in accordance with the following schedule:

EMPLOYEES HIRED ON OR BEFORE DECEMBER 31, 2008:

<u>YEARS-OF-SERVICE</u>	<u>AMOUNT OF LONGEVITY PAY</u>
Completion of five (5) years	One and one-half percent (1½%) of base salary
Completion of ten (10) years	Two and one-half percent (2½%) of base salary
Completion of fifteen (15) years	Three and one-half percent (3½%) of base salary
Completion of twenty (20) years	Four and one-half percent (4½%) of base salary

EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2009

<u>YEARS-OF-SERVICE</u>	<u>AMOUNT OF LONGEVITY PAY</u>
Completion of ten (10) years	Two and one-half percent (2½%) of base salary
Completion of fifteen (15) years	Three and one-half percent (3½%) of base salary
Completion of twenty (20) years	Four and one-half percent (4½%) of base salary

The longevity payment by way of salary, shall be paid bi-weekly and shall be reported to the appropriate New Jersey Pension Fund, together with the annual salary as "Regular Base Salary" as part of the officer's or employee's salary. The

longevity payment shall not be compounded annually but shall be added to the annual salary.

Section 2. If an employee quits, retires or is discharged, his longevity pay shall be prorated on a monthly basis as of the month of resignation. Any employee who is suspended without pay and thereafter is discharged shall only be entitled to prorated longevity pay up to the date of suspension.

ARTICLE XX

MOTOR VEHICLE

Section 1. The Borough agrees to maintain all Police vehicles up to state inspection standards and laws.

Section 2. The Borough agrees to install air conditioning units in all police cars used for Police purposes.

Section 3. The Borough agrees to equip all Police marked units with the following items:

1. One (1) flashlight
2. One (1) dog snare
3. One (1) pair of protective gloves
4. One (1) heavy duty pry bar
5. One (1) blanket
6. One (1) complete First Aid Kit
7. One hundred (100) linear feet of rope
8. One (1) Oxygen inhaler
9. One (1) outside mounted spotlight
10. A shield between front and rear seats
11. A trunk release from inside the vehicle
12. Rear doors and windows shall not operate from inside vehicle.
13. One (1) shotgun
14. One (1) Fire Extinguisher
15. One (1) Ambu bag
16. Latex gloves
17. One (1) roll of Police barricade tape
18. One (1) box of flares
19. One (1) traffic accident kit

ARTICLE XXI

OUTSIDE EMPLOYMENT

Section 1. Employees shall consider their employment with the Borough as their primary occupation. Any outside employment must not interfere with an employee's performance of duties for the Borough.

Section 2. All outside and job connected assignments (for example, parades and sports events) shall be distributed by the Borough on an equitable and rotating basis.

ARTICLE XXII

EXTRA DUTY ASSIGNMENT

Section 1. Extra duty assignment shall mean "special assignments from independent contractors. The rate for such services shall be the hourly overtime rate of a First-Class Patrolman as contained in the effective Collective Bargaining Agreement between the Borough of Monmouth Beach and the New Jersey State Local PBA 332. (Ordinance No. 013-02.)

ARTICLE XXIII

FIREARMS QUALIFICATIONS

All employees shall qualify on firearms twice per year, or more often if mandated. The Borough will provide an annual allowance of Six Hundred Fifty Dollars (\$650.00) for 2023 and 2024 and One Thousand One Hundred Dollars (\$1,100.00) commencing 2025, for the benefit of each employee as follows, which allowance shall be payable after the employee qualifies twice per year, or more often if mandated.

ARTICLE XXIV

PROFESSIONAL EDUCATION

Section 1. Members of the Monmouth Beach Police Department who, after completing two (2) years of service with the Borough, enroll in an accredited college taking courses required for an Associates, Baccalaureate or Master's Degree in the field of Criminal Justice or Administration, shall be entitled to tuition reimbursement from the Borough, not to exceed one thousand two hundred and fifty dollars (\$1,250.00) annually.

Section 2. The reimbursement shall be payable upon presentation to the Borough of proper certification with respect to the same from the institution attended by said employee, including courses completed with a C average or better, and credits involved as maybe applicable.

ARTICLE XXV

SEPARABILITY SAVINGS

If any provision of this Agreement, or any applications of this Agreement to any employee or group of employees is held to be invalid by operations of law or by court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXVI

SALARIES

Section 1. The annual base wage for employees currently employed by the Borough for each of the classifications shown for the period designated shall be as shown on Schedule A (attached).

Section 2. Upon any employee changing rank during the term of this Agreement, the employee shall be paid the salary of his new rank effective the date of his rank change and holiday pay shall reflect the salary change for any holiday which occurs after the effective date of the change in rank.

Section 3. New employees shall be considered as probationary employees during their first year of employment, and their starting salary shall be established by the Borough at the time such probationary employee is hired.

ARTICLE XXVII

P.B.A. REPRESENTATIVES

Section 1. The Borough agrees to give the necessary time off to the delegate to attend regularly scheduled State meetings. The Borough also agrees to give time off to the delegate to attend one (1) regularly scheduled County meeting per month provided said County meeting is held within a maximum of ten (10) minutes traveling time from the Borough and one (1) officer shall immediately return to the Borough upon orders from a Superior Officer or if any emergency situation should arise.

Section 2. One representative designated in writing by the PBA President may enter the Borough's Police Department facilities for the purpose of observing working conditions or assisting in the adjustment of grievances without loss of regular pay or compensatory time, provided that such time spent shall not interfere with the normal operations of the department and shall be limited to that amount of time reasonably necessary to accomplish the purpose herein set forth. The PBA will notify the Police Chief of such activity at least twenty-four (24) hours prior to entry.

Section 3. Authorized PBA representatives, not to exceed three (3), may participate in collective bargaining negotiation sessions mutually scheduled by the parties, and one

(1) such representative may be excused, if necessary, from regular work duties except in emergencies to attend such negotiation session without loss of regular pay.

Section 4. Only one of the following officers of the Local PBA shall be granted time off without loss of pay to the compensatory time to attend regularly scheduled PBA meetings, when such meetings are conducted within the Borough of Monmouth Beach, at a time when the Local PBA Officers are scheduled to work, provided it in no way shall interfere with Police Duties: President, Vice President, Recording Secretary, Financial Secretary, Treasurer or delegate. The PBA President shall submit a written notification to the Chief of Police no less than one (1) week prior to the meeting date.

ARTICLE XXVIII

DURATION

Section 1. This Agreement shall be retroactive to and shall remain in full force and effect from 0001 hours on January 1, 2023 through 2400 hours on December 31, 2027, and thereafter from year to year unless either party shall give notice of intent to terminate or modify this Agreement.

Section 2. If either party should desire to terminate or modify this Agreement before, or after its expiration, such party may give notice to the other party that it desires to begin negotiations, then the parties shall try to schedule their first negotiating session within thirty (30) days of the above notification.

IN WITNESS WHEREOF, the parties have hereto executed this agreement on the _____ day of _____, 2023.

Witness:

Jayne L. Escalante

P.B.A. LOCAL 332

By: *EL JA*
Edward Junquet - Delegate #332

Attest:

Jayne L. Escalante
Borough Clerk

Borough of Monmouth Beach

[Signature]
Mayor

	2023: 1-6	2023: 7-12	2024	2025	2026	2027
Captain	\$141,127	\$141,127	\$145,361	\$149,722	\$154,213	\$159,225
Lieutenant	\$132,087	\$132,087	\$136,050	\$140,131	\$144,335	\$149,026
Sergeant	\$124,938	\$124,938	\$128,686	\$132,547	\$136,523	\$140,960
1st Class Ptl	\$121,094	\$121,094	\$124,727	\$128,469	\$132,323	\$136,623
2nd Class Ptl	\$101,722	\$109,045	\$112,316	\$115,686	\$119,156	\$123,029
3rd Class Ptl	\$92,593	\$96,995	\$99,905	\$102,902	\$105,989	\$109,434
4th Class Ptl	\$86,300	\$90,616	\$93,335	\$96,135	\$99,019	\$102,237
5th Class Ptl	\$80,006	\$84,238	\$86,765	\$89,368	\$92,049	\$95,040
6th Class Ptl	\$73,713	\$77,859	\$80,195	\$82,600	\$85,078	\$87,843
7th Class Ptl	\$67,420	\$71,480	\$73,624	\$75,833	\$78,108	\$80,647
8th Class Ptl	\$61,126	\$65,101	\$67,054	\$69,066	\$71,138	\$73,450
9th Class Ptl	\$54,833	\$58,723	\$60,484	\$62,299	\$64,168	\$66,253
10th Class Ptl	\$48,539	\$52,344	\$53,914	\$55,532	\$57,198	\$59,057
Probationary	\$41,631	\$44,735	\$46,077	\$47,459	\$48,883	\$50,472

Schedule A

ET

Aug 17, 2021

Use of Kelly Time at MBPD

Agreement between Captain McManus and the Monmouth Beach PBA Local 332
made on July 30, 2021

- Kelly time is issued to each officer hour for hour worked over 2080 hours for each year. Depending on the year officers typically earn between 8-12 Kelly Days.
- Kelly Time may be used hour for hour or for whole shifts as long as it does not generate overtime when it is approved. Officers may, but are not limited to, utilize Kelly Time to come in late, leave early, or for the entire shift.
- Kelly Time that is approved has been agreed to not be rejected at a later date if another officer submits a request for a Personal Day, Training Day, or Sick Day. It was agreed that any changes to the schedule after the Kelly Time was approved would be the cause of the overtime.
- However, if someone puts a Vacation Day over another officer's Kelly Day/Time and it is going to cause OT, the Kelly Day or Time may be rejected. To prevent this from occurring often the PBA has agreed to have the Vacation Time schedule issued out to each officer prior to the Kelly Time, where 75% of the Vacation Time must be utilized. After the most junior officer has submitted his Vacation Time, the Kelly Time schedule then goes out in the same order. All of the Kelly Time earned by each officer is issued at the beginning of the year and may not be carried over to the next year.

Captain McManus:  Date: 9/27/21

Peter Rechtman, Rep. of Supv:  Date: 9/15/21

Edward Junquet, Delegate:  Date: 9/8/21

Ryan Rodriguez, President:  Date: 9/15/21

Schedule B

EJ