

**COPY**

**Agreement**

**Between**

**Borough of Spring Lake Heights  
Monmouth County, New Jersey**

**and**

**Bradley Beach P.B.A. Local #50  
Spring Lake Heights Unit**

**January 1, 2014 – December 31, 2018**



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THIS AGREEMENT ("Agreement") made this 10<sup>th</sup> day of March, 2014  
by and between the:

**BOROUGH OF SPRING LAKE HEIGHTS**

a municipal corporation in the County of Monmouth, New Jersey  
hereinafter referenced as "Borough" or "Employer"

and the:

**SPRING LAKE HEIGHTS POLICEMEN'S BENEVOLENT ASSOCIATION OF LOCAL No. 50**

hereinafter referenced as the "Association"

represents the complete and final understanding of the parties on all bargainable issues and  
practices and policies.

**Article 1. Recognition**

The Borough recognizes the Association as the exclusive collective negotiations representative  
and agent of all Lieutenants, Sergeants, and Patrolmen. For purposes of this Agreement the  
use of the words employee, officer or Police Officer shall include all members of the bargaining  
unit.

**Article 2. Negotiations Procedure**

- A. The parties agree to enter into collective negotiations over a successor Agreement in  
accordance with Chapter 123, Public Law of 1974, in good faith efforts to reach agreement  
on all matters concerning the terms and conditions of employment. Such negotiations shall  
begin between the dates of October 1<sup>st</sup> and October 15<sup>th</sup> of the year in which this Agreement  
expires. Any agreement so negotiated shall apply to all the duly certified members of the  
Unit, be reduced to writing, be signed by the authorized representatives of the Borough and  
the Association and approved by governing body resolution.
- B. During negotiations, facts, opinions, proposals and counter-proposals will be exchanged  
freely by the parties thereto. The Borough shall furnish the Association representatives with  
detailed information concerning the financial resources of the Borough and the tentative line  
item for Police Officers' salaries in the itemized budget prior to the adoption of the budget, if  
such figures are available prior to the date(s) on which negotiations are held, and if not, as  
soon as possible thereafter.
- C. Neither party shall have control over the selection of the negotiating representative of the  
other party. Either party may call upon professional advisors to serve as consultants during  
any period or phase of the negotiations at their individual expense. Clerical assistance shall  
be provided by the Borough only during the period of actual negotiations.
- D. This Agreement shall not be modified in whole or in part by the parties hereto except by an  
instrument in writing duly executed by both parties.
- E. In all negotiation sessions, one person with authority to represent each side shall be present  
at the meeting. For this purpose the parties agree that no negotiation session shall begin  
unless the Association is represented by either its President or Vice President and the  
municipal governing body is represented by either the Mayor or an elected Councilman, or  
their representative appointed by the Borough Council to carry out negotiations. The  
Association shall have the right to request that the Mayor or elected Councilman exercise the  
right to reject the proposal or request. In addition to the persons required to begin  
negotiation sessions, either side may bring to the negotiation any representatives it may  
choose including, but not limited to, their respective attorneys, negotiating representatives or  
the Borough Administrator.

### Article 3. Management Rights

- A. The Borough of Spring Lake Heights hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in and prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including without limiting the generality of the foregoing the following rights:
1. The executive management and administrative control of the Borough Government and its properties and facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.
  2. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized. It is understood that nothing within this paragraph shall diminish employee's bargaining rights over negotiable subjects.
  3. To hire all employees, to promote, transfer, assign or retain employees in positions within the Borough subject to any statute or rule or regulation giving employees the right to appeal such decision.
- B. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 40A.1-1 et seq. as adopted by the Borough or any other national, state, local laws or regulations nor shall anything in the Article waive any rights employees have by law.

### Article 4. Overtime

- A. The Borough agrees that overtime consisting of time and one-half (1½) equaling a rate of one and one-half (1½) times the Officer's regular rate of pay shall be paid to an employee who is required to work longer than his normal tour of duty.
- B. If a member is called to duty on his day off, he shall be paid for all hours worked and shall be guaranteed a minimum of four hours. If a member is called back to duty after the termination of his regular shift, he shall likewise be guaranteed a minimum of four hours, unless he is called back to duty for reasons which related to his last shift.
- C. All overtime shall be paid at the next regular pay period for the member.
- D. A log shall be kept on all overtime and shall be recorded therein by the Chief of Police. Overtime less than one-half hour shall not be logged. When overtime exceeds one-half hour, the overtime will be logged at increments of fifteen (15) minutes thereafter.
- E. Overtime shall be paid in the same check as the regular payroll.
- F. Outside Employment Overtime. The Chief of Police shall have the right to issue general orders concerning extra duty performed for outside contractors to insure that public safety needs of the community are appropriately addressed and that such outside employment is carried out in accordance with applicable State rules and regulations.

Extra duty work performed for outside contractors, which assignments are undertaken at the sole option of the employee, shall be paid through payroll system of the Borough with payment for all services performed by the employee being paid in the next payroll cycle.

The general work rate that the Borough will charge outside contractors for all extra duty work performed will be the total of the prevailing rate of a "Lieutenant after 1<sup>st</sup> year" according to the Schedule A salary schedule for that year plus a ten dollar (\$10.00) per

hour administrative fee charged by the borough. The minimum call out time for outside employment will be that as listed in paragraph B.

The employee shall be reimbursed his regular overtime rate.

The Borough and the Association acknowledge that the general work rate to be paid to members of the Association for extra duty performed for outside contractors has been mutually established by both parties. The Association acknowledges that this extra duty work is not mandated by the Borough and that the system is established as an accommodation to permit Association members to perform extra duty work for entities other than the Borough.

### Article 5. Vacations

A. Annual vacations shall be granted in accordance with the terms and provisions of Section 16.2-8B, Personnel Policies and Practices, of the Code of the Borough of Spring Lake Heights as follows:

<u>Service with the Borough</u>	<u>Vacation Leave</u>
After 6 months of service .....	5 days
After 1 year of service .....	10 days
After 4 years of service .....	15 days
After 9 years of service .....	20 days
After 14 years of service .....	25 days

B. The choice of vacation time shall be used upon seniority in service.

C. After nine (9) years of service, employees covered by the Agreement will have the option to buy back forty (40) hours of vacation at their straight time rate. This is to be paid at the second pay period in December.

### Article 6. Death in Family Leave

The members shall be granted time off without deductions from pay or time owed for the following reasons:

1. Death of spouse, son or daughter from the date of death to and including the day succeeding the funeral, generally not to exceed five (5) days.
2. Death in the immediate family (excluding spouse and children) from the date of death to and including the date of funeral.
3. Immediate family shall consist of spouse, child, stepchildren, mother, father, brother, sister, stepmother, stepfather, guardian, mother-in-law, and father-in-law.
4. Reasonable verification of the event may be required by the Borough.

### Article 7. Personal Days

A. Employees shall be entitled to four (4) personal days with pay per year. Reasonable notice shall be given to the Chief before these days are taken, but the employee need not be obligated to give any reason for the taking of personal leave.

## **Article 8. Employee Health Insurance**

- A. The Borough will provide employees covered by this Agreement with healthcare coverage as provided under the New Jersey State Health Benefit Plan.
- B. The Borough, on a non-contributory basis, further agrees to provide all employees covered by this Agreement with a free yearly eye examination by an ophthalmologist chosen by the employee.
- C. Each member shall be furnished with a complete list of benefits to which the member and his family are entitled.
- D. Each member shall receive a complete package of personnel policies, rules, and regulations to which he is subject. The aforementioned package shall be revised and furnished to each member of the Association.
- E. Each member shall be entitled to an annual reimbursement for eyeglass costs not exceeding \$300.00 for the employee's family unit.
- F. Employees will be included in the prescription plan that is maintained by the Borough.
- G. Employees will be entitled to a yearly physical which includes history and physical examination, chest x-rays (2 views), E.K.G. (12 leads), urinalysis, blood chemistry profile (24 tests including H.I.V. screening) and visual acuity screening.
- H. Any employee who is eligible to be covered under the New Jersey State Health Benefits Plan and chooses to be covered under their spouse's health provider, shall be paid Two Thousand Dollars (\$2,000.00) in a lump sum. If the employee chooses to re-enroll in the New Jersey Health Benefits Plan, after being covered under his spouse's plan, he shall be allowed to do so as soon as practicable. The employee shall then reimburse the Borough the remainder, on a pro-rated basis, of Two Thousand Dollars (\$2,000.00). The pro-ration shall be determined at a rate of Five Dollars and Forty-Eight Cents (\$5.48) per day. (Note: \$2,000.00 divided by 365 days to determine pro-rated figure.)

## **Article 9. Use of Personal Vehicles**

When members use their personal vehicles in the scope of employment, whether on or off duty and whether in or outside of the Borough limits, they shall be entitled to the currently posted "standard mileage rates for the use of a car" rate as posted at [www.irs.gov](http://www.irs.gov) and tolls and parking expenses, provided however, that the personal vehicles are used only when no Borough vehicle is available and only when permitted by the Chief of Police. The driving of personal vehicles from residence to headquarters and from headquarters to residence is specifically excluded from the provision in this section.

## **Article 10. Clothing Allowance**

- A. All Police Officers shall be paid \$500.00 per year clothing allowance.
- B. In the event a uniform change is ordered by the Borough, the Borough shall pay for the costs of the change in addition to the foregoing allowance.
- C. The employee covered hereby may purchase his uniform at a store of his choice provided said clothing conforms to Department regulation.
- D. All employees covered by this Agreement shall be entitled to full reimbursement for any clothing damaged or destroyed during an official act of duty. However, the application for such reimbursement must be made to the Chief of Police and approval of same shall be in his total discretion.

## Article 11. False Arrest Insurance

- A. The Borough will keep in effect to cover each employee in the performance of his duty or for any litigation instituted in which it is contended that the matter arose in the performance of the Officer's duty, false arrest and disability insurance which shall provide for One Million Dollars (\$1,000,000.00) of coverage.
- B. Since employees of this Department are required by accepted tradition and policy to be armed 24 hours a day and to volunteer to suppress criminal acts and take other law enforcement responsibilities at all times whether on regular duty assignment or not and whether in the Borough of Spring Lake Heights or not, the Borough agrees to obtain such false arrest and liability insurance coverage in a contract of insurance which shall provide coverage to the employee for acts occurring in pursuit of this policy beyond regular duty assignment and in the event such insurance is not obtained, the Borough agrees to provided legal defense for an employee against whom a civil claim or a suit is instituted and indemnify the employee for any damages awarded to a claimant. Any policy of insurance obtained in accordance with this provision shall be delivered to the employee bargaining unit Executive Committee for examination and approval.

## Article 12. Maintenance of Operations

- A. It is recognized that the need for continued and uninterrupted operations of the Borough's Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operation.
- B. The Association covenants and agrees that during the term of the Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or abstinence in whole or part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout, or other job action against the Borough.
- C. Nothing contained in the Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction in the event of such breach by the Association or its members.

## Article 13. Salary

- A. The base annual salaries for employees covered by the Agreement shall be as set forth on the attached Schedule A which shall reflect the following:

Effective retroactively to January 1, 2014 the salary guide shall be adjusted to provide 2.0% increases for all Lieutenant, Sergeant, Corporal, and the "top" Patrolman steps with the other Patrolman steps remaining unchanged; and the existing Patrolman salary guide shall be expanded to include two (2) additional steps for a total of nine (9) with no change to the "during first year" step. Currently employed Patrolmen hired after January 1, 2007 (Kenny, Willms, Kwiatkowski, Hager) will continue to be paid in accordance with the "seven-step" salary guide until reaching the top step at which time each shall be paid the top Patrolman salary for the appropriate year. The guide shall also include the provision that any Patrolman who works in a supervisory capacity for any shift shall be compensated at a rate of \$2.60 per hour for the length of the shift.

Effective January 1, 2015 and in each subsequent year of this Agreement, the salary guide shall be adjusted to provide 2.0% increases for all Lieutenant, Sergeant, Corporal, and the "top" Patrolman steps with the other Patrolman steps remaining unchanged. The "officer-in-

charge" rate shall be adjusted as follows: for 2015 the rate shall be \$2.65 per hour; for 2016 the rate shall be \$2.70 per hour; for 2017 the rate shall be \$2.75 per hour; and for 2018 the rate shall be \$2.80 per hour.

- B. Payment of retroactive pay, if any, shall be made within forty-five (45) days of the signing of this Agreement.
- C. Remuneration owed to an employee from all sources in any one bi-weekly pay period shall be paid in one check less mandated agency deductions.

**Article 14. Longevity**

- A. Each employee hired before January 1, 2007 shall be paid, in addition to his current annual wage, a longevity increment based upon his years of continuous employment in the Police Department in accordance with the following schedule:

<u>Years of Service</u>	<u>Increment of Base Pay</u>
Upon completion of five (5) years of service .....	3%
Upon completion of ten (10) years of service.....	6%
Upon completion of fifteen (15) years of service .....	9%

Each employee hired after January 1, 2007 shall be paid, in addition to his current annual wage, a longevity increment based upon his years of continuous employment in the Police Department in accordance with the following schedule:

<u>Years of Service</u>	<u>Increment of Base Pay</u>
Upon completion of five (5) years of service .....	2%
Upon completion of ten (10) years of service.....	5%
Upon completion of fifteen (15) years of service .....	8%
Upon completion of twenty (20) years of service* .....	9%

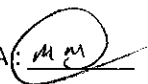
\*-In addition to the 9% longevity increment, the employee shall receive an additional 3 personal days in addition to those granted in Article 7 at the time.

- B. Each employee of the Police Department shall qualify for the longevity increment on the anniversary of his employment and such increment shall be paid from and after such date.
- C. Longevity will be paid in bi-weekly increments.
- D. Employees hired after January 1, 2014 shall not be eligible for payment of any longevity increment.
- E. Effective January 1, 2014 the above paragraph A shall be replaced with the following:
  - A. Each employee hired before January 1, 2014 shall be paid, in addition to his current annual wage, a longevity increment based upon his years of continuous employment in the Police Department in accordance with the following schedule:

<u>Years of Service</u>	<u>Increment of Base Pay</u>
Upon completion of five (5) years of service .....	3%
Upon completion of ten (10) years of service.....	6%
Upon completion of fifteen (15) years of service .....	9%

**Article 15. Military Leave**

Any member called into the Armed Forces of the United States during national emergency or drafted shall be given all the protection of applicable laws and leave of absence shall be granted.





## Article 16. Unsafe Vehicles

- A. The Borough shall repair unsafe vehicles immediately or remove said vehicle from service.
- B. If a patrolman is aware of an unsafe condition of a vehicle, including emergency equipment, he shall report same to the Officer in charge of vehicles in writing. The Officer in charge shall immediately remove the vehicle or vehicles from service if he finds that an unsafe condition exists.

## Article 17. Court Time

All employees shall receive and be compensated at time and one-half (1 ½) for all required time required to be spent on days off in Municipal Court, County Court, State or Federal courts in Criminal or Civil Actions in which they are involved in an official capacity with a minimum of two (2) hours per off day appearance.

In the event an employee so desires, he may request that in lieu of payment as set forth above he receive compensatory time off for time spent in court. The Chief of Police shall in his discretion, which shall not be unreasonable withheld, grant such requests.

## Article 18. Educational Incentive/Award

- A. The Borough agrees to pay each employee covered by this Agreement, in addition to his annual salary an education incentive/award of Ten Dollars (\$10.00) per college credit up to a maximum of Seven Hundred Fifty Dollars (\$750.00) per year, per employee. Effective January 1, 2014 \$750.00 shall be added to all steps within the existing salary guide and this education incentive/award shall expire and will no longer be paid.
- B. The Borough agrees to pay the education incentive/award to each employee in bi-weekly increments.
- C. Employees agree to submit proof of all credits, as per paragraph A above, to be paid in the following year to the Borough no later than December 1<sup>st</sup> of the preceding year.
- D. The Borough will reimburse any member who attends a State College or university or any other college/university providing the tuition rate is less than or equal to the maximum cost of that of a state college/university and takes courses leading to a degree in criminal justice, or a related field of study. It is expressly agreed that this field of study limitation shall not apply to those officers (Matunas, Ramp and Willms) currently or previously enrolled in such courses. The Borough will pay the members who achieve a "C", or better in the course on the first payday following the receipt of the grades by the Chief of Police. The Borough will also pay the member for the textbooks used during the course as long as the text books are returned to the Borough for future use by other members. These tuition and textbook reimbursements shall be limited to employees hired before January 1, 2014 who have not obtained an undergraduate degree.
- E. The Borough agrees to establish a suitable training program to advance the professional education and training of the members of the Association. The Chief of Police, in his discretion, shall establish said program and arrange for six members of the Association to attend such training on an annual basis.
- F. These schools shall be in addition to all schools attended by an officer on his personal time.

## Article 19. Method of Computation

In the event a member becomes entitled to any time off, he will receive monetary compensation to be computed by multiplying each hour of time owed by either his regular straight time rate of pay or time and one-half (1 ½) his regular straight time rate of pay, depending upon whether or not he would have been entitled to straight time or overtime compensation in lieu of time owed.

## Article 20. Prior Working Conditions

- A. All conditions of employment relating to wage, hours of work and general working conditions presently in effect for members shall be maintained at not less than the standards now in effect and the conditions shall be improved wherever specific conditions for improvement are made in this Agreement.
- B. In order to facilitate the negotiations of the terms and conditions of employment in the future, the Borough shall select a representative to advise the police association before the introduction of any ordinances and resolutions that will affect the Police Department.
- C. In order for a past practice to be binding it must be:
1. A consistent and ascertainable course of action;
  2. Engaged in for some reasonable length of time;
  3. Of which both parties are aware;
  4. Which is not inconsistent with specific expressed written terms of the labor agreement;
  5. Which is in response to a given set of specific circumstances and conditions;
  6. Lawful.

## Article 21. Outside Employment and Activities

Employees shall be entitled to engage in any lawful activity and obtain any lawful work while off duty, subject to limitations of this Agreement. Any outside employment or activity must not interfere with the employee's efficiency in his position with the Borough.

## Article 22. Grievance Procedure

- Step A.** In the event that any difference or dispute shall arise between the Borough and the employees over the application and interpretation of the terms of this Agreement, an earnest effort shall be made to settle such difference immediately between the aggrieved employee and his immediate superior. Such action must be instituted within ten (10) calendar days after the PBA President or the employee knew or should have known of the grievance, whichever is later. Effective as January 1, 2006, minor discipline of Five (5) days or less shall be part of the grievance procedure.
- Step B.** If no satisfactory agreement is reached within one (1) calendar day then the grievance shall be reduced in writing and submitted to the Chief of Police.
- Step C.** If no satisfactory agreement is reached within three (3) calendar days thereafter, then a conference will be arranged with the Councilman in charge of the Department.
- Step D.** Should no acceptable agreement be reached within an additional five (5) calendar days, then the matter shall be submitted to the Mayor and Council as a whole, who shall have ten (10) calendar days from date of submission to reach a decision.

The aggrieved employee has a right to representation by an official of the Association in Steps B, C, and D above.

**Step E.** Within two (2) weeks of the transmittal of the written answer of the Mayor and Council, if the grievance is not settled to the satisfaction of both parties, either party to this Agreement may proceed further to arbitration. The rules and regulations of the New Jersey Public Employment Relations Commission and its offices shall be used in obtaining the services of an arbitrator. The parties shall share equally the costs of arbitration.

The following grievance procedure shall be subject to the following general provisions and considerations:

1. Nothing contained herein shall prevent any employee from presenting his own grievance and representing himself providing notification of all meetings, steps, and grievance answers are given to the Association is given the opportunity to be present at all steps of the grievance procedure. Obligation to notify the Association shall be upon the employee – not the Borough.
2. The steps provided for herein may be waived by mutual agreement of the parties.
3. If the Borough fails to meet and / or answer any grievance within the prescribed time limits as hereinbefore provided, such grievance may be process to the next step. Written notice of such failure shall, in each instance, be in writing to the Borough Clerk.
4. Borough shall have the same grievance rights as the Association and / or its members – employees of the Borough.
5. The decision of the arbitrator shall be in writing and shall include the reasons for such decision.
6. The decision of the Arbitrator shall be binding upon the parties.
7. The costs for the services of the Arbitrator shall be borne equally by the Borough and the Association. Any other expenses, including, but not limited to the presentation of witnesses, shall be paid by the parties incurring same.
8. The Arbitrator shall be bound by the provisions of this Agreement and by the Constitution and Laws of the State of New Jersey, and shall be restricted to the application of the facts presented to him involving the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

### **Article 23. Sick Leave and Temporary Disability**

A. Sick leave for all full time permanent employees covered by this Agreement shall be granted as follows;

- At the rate of twelve (12) days of sick leave with pay per year.
- Employees may only accumulate ten (10) sick days per year to be credited toward their sick day bank.

Employees may only accumulate ten (10) sick days per year in accordance with the provisions of Borough Ordinance #16-2.6a,8, which allows for reimbursement for fifty percent (50%) or unused accumulated sick leave as recorded in an employee's sick leave bank based on the rate of pay on the effective retirement date.

B. Absence from employment due to service or job connected illness or injury shall not be charged against current or accumulated sick leave but those so injured or sick will be paid

their regular rate of pay for a period of four (4) weeks and twenty-two (22) weeks at eighty percent (80%) of regular pay during the period of illness or injury. Any temporary disability benefits paid by Workers Compensation covering that period will be paid to the Borough.

- C. In the event a Police Officer is absent from employment due to an injury caused while actually responding to a call or apprehending a criminal or other violator of the law, that employee during his period of injury shall be paid his regular rate of pay for up to one (1) year.
- D. The Borough reserves the right to require at any time at its expense an independent medical examination to determine the employee's fitness for duty.
- E. The Borough shall put into effect and be subject to the New Jersey Unemployment Compensation and Temporary Disability Benefits laws effective January 1, 1984.
- F. If an Officer is absent from work for reasons that entitle him to sick leave, the Chief of Police, or his designated representative, shall be notified as early as reasonably possible prior to the start of the scheduled work shift for which he is absent. Failure to notify may be cause of denial of the use of sick leave for that absence and may constitute cause for disciplinary action.
- G. The appointing authority may require proof of illness of an employee on sick leave after the third consecutive day at Borough expense.
- H. During protracted period of illness or disability of an employee, the Department Head may require interim reports on the condition of the patient at weekly or bi-weekly periods, from the attending physician and/or a Borough medical physician at Borough expense.
- I. Habitual absenteeism or tardiness may be cause for discipline up to and including discharge.
- J. Any employee who engages in outside employment while on sick leave (his scheduled shift assignment) without permission of the Department Head shall be subject to disciplinary action.
- K. Employees who are injured whether slightly or severely while working, must make a report within a reasonable period of time thereof to their Department Head or supervisor.

#### **Article 24. Work Schedule**

Employees will work a weekly schedule consisting of either two (2) twelve (12) hour workdays followed by two (2) eight (8) hour workdays followed by three (3) consecutive days off or two (2) eight (8) hour workdays followed by two (2) twelve (12) hour workdays followed by three (3) consecutive days off. The employees will work the same shift of three months (quarterly) and will then rotate into another part of the schedule. The schedule will be posted by the Association designee at least one month prior to the end of the quarter. This schedule will remain in effect until such time that the Association agrees that they choose to return to the previous 8 hour work day. Any change back to an 8 hour work day requires three months notice.

All days off (i.e. personal, vacation, sick) under the terms of this agreement will be granted on a day-for-day basis, except for compensatory time, which will be earned and granted on an hourly basis.

Nothing herein contained precludes or limits the authority of the Chief of Police to schedule employees as necessary in an emergency.

There will be a minimum of two (2) officers on every shift.

**Article 25. Duration of Agreement**

This Agreement shall be effective retroactively to January 1, 2014 and shall terminate on December 31, 2018.

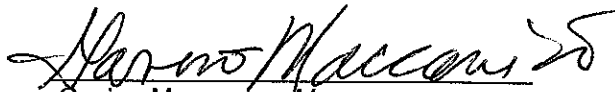
If any provision of this Agreement or any application of this Agreement is held invalid by operation of law by a court or other tribunal or of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

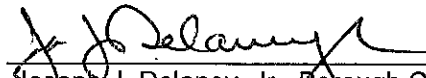
This Agreement represents and incorporates the complete and final understanding and settlement by the parties of those issues which were the subject of negotiations.

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

**IN WITNESS WHEREOF**, the parties have set their hands and seals on the day and year first above written.


**BOROUGH OF SPRING LAKE HEIGHTS**

  
Gavino Maccanico, Mayor

Attest:   
Joseph J. Delaney, Jr., Borough Clerk

**P.B.A. LOCAL 50, SPRING LAKE HEIGHTS UNIT**

  
Michael Matunas, President

Witness: 

## Schedule A

### Spring Lake Heights Police Salary Guides (2014-2018)

		2013	Edu.	Sub-Total	+ 2.0%	2014	2015	2016	2017	2018
<b>Lieutenant</b>	(after 1st Year)	\$109,266	\$750	\$110,016	\$112,216	\$112,216	\$114,461	\$116,750	\$119,085	\$121,467
	(1st Year)	\$103,925	\$750	\$104,675	\$106,769	\$106,769	\$108,904	\$111,082	\$113,304	\$115,570
<b>Sergeant</b>	(after 1st Year)	\$101,745	\$750	\$102,495	\$104,545	\$104,545	\$106,636	\$108,769	\$110,944	\$113,163
	(1st Year)	\$98,451	\$750	\$99,201	\$101,185	\$101,185	\$103,209	\$105,273	\$107,378	\$109,526
<b>Corporal</b>		\$97,223	\$750	\$97,973	\$99,932	\$99,932	\$101,931	\$103,970	\$106,049	\$108,170
<b>Patrolman</b>	(after 8th Year)	N/A	N/A	N/A	N/A	\$98,689	\$100,663	\$102,676	\$104,730	\$106,824
	(after 7th Year)	N/A	N/A	N/A	N/A	\$91,418	\$91,418	\$91,418	\$91,418	\$91,418
	(after 6th Year)	\$96,004	\$750	\$96,754	\$98,689	\$84,150	\$84,150	\$84,150	\$84,150	\$84,150
	(after 5th Year)	\$86,636	\$750	\$87,386	N/A	\$76,882	\$76,882	\$76,882	\$76,882	\$76,882
	(after 4th Year)	\$77,267	\$750	\$78,017	N/A	\$69,614	\$69,614	\$69,614	\$69,614	\$69,614
	(after 3rd Year)	\$67,898	\$750	\$68,648	N/A	\$62,346	\$62,346	\$62,346	\$62,346	\$62,346
	(after 2nd Year)	\$58,530	\$750	\$59,280	N/A	\$55,078	\$55,078	\$55,078	\$55,078	\$55,078
	(after 1st Year)	\$49,161	\$750	\$49,911	N/A	\$47,810	\$47,810	\$47,810	\$47,810	\$47,810
	(during 1st Year)	\$39,792	\$750	\$40,542	N/A	\$40,542	\$40,542	\$40,542	\$40,542	\$40,542
<b>Patrolman "Officer-in-Charge" rate (per hour)</b>						\$2.60	\$2.65	\$2.70	\$2.75	\$2.80

The salaries for the designated "off-scale" employees shall be in accordance with the following schedules with advancement to the indicated salary on the appropriate anniversary date:

		2013	Edu.	Sub-Total	+ 2.0%	2014	2015	2016	2017	2018
<b>Patrolman</b>	(after 6th Year)	\$96,004	\$750	\$96,754	\$98,689	\$98,689	\$100,663	\$102,676	\$104,730	\$106,824
	(after 5th Year)	\$86,636	\$750	\$87,386	N/A	\$87,386	\$87,386	\$87,386	\$87,386	\$87,386
	(after 4th Year)	\$77,267	\$750	\$78,017	N/A	\$78,017	\$78,017	\$78,017	\$78,017	\$78,017
	(after 3rd Year)	\$67,898	\$750	\$68,648	N/A	\$68,648	\$68,648	\$68,648	\$68,648	\$68,648
	(after 2nd Year)	\$58,530	\$750	\$59,280	N/A	\$59,280	\$59,280	\$59,280	\$59,280	\$59,280
	(after 1st Year)	\$49,161	\$750	\$49,911	N/A	\$49,911	\$49,911	\$49,911	\$49,911	\$49,911
	(during 1st Year)	\$39,792	\$750	\$40,542	N/A	\$40,542	\$40,542	\$40,542	\$40,542	\$40,542

1/1/2014		2014	2015	2016	2017	2018
\$87,386	<b>T. Kenny (5/1/2008)</b>	\$98,689	\$100,663	\$102,676	\$104,730	\$106,824
\$87,386	<b>C. Willms (5/24/2008)</b>	\$98,689	\$100,663	\$102,676	\$104,730	\$106,824
\$68,648	<b>R. Kwiatkowski (3/22/2010)</b>	\$78,017	\$87,386	\$102,676	\$104,730	\$106,824
\$68,648	<b>K. Hager (3/22/2010)</b>	\$78,017	\$87,386	\$102,676	\$104,730	\$106,824

## BOROUGH OF SPRING LAKE HEIGHTS

Resolution of the Borough Council authorizing execution of the Collective Bargaining Agreement with the Police Benevolent Association for the period January 1, 2014 – December 31, 2018.

Resolution No. R2014-53

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WHEREAS, the Police Benevolent Association Local No. 50 (Association) is recognized as the collective bargaining representative for Police Lieutenants, Sergeants, Corporals and full-time Patrolmen of the Borough of Spring Lake Heights Police Department; and

WHEREAS, the Borough of Spring Lake Heights and the Association previously negotiated a Collective Bargaining Agreement which expired December 31, 2013; and

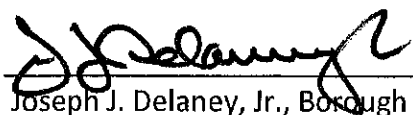
WHEREAS, the parties have reached agreement on a successor agreement for the period January 1, 2014 through December 31, 2018 with respect to the employment relationship between the parties, which has been ratified by the Association; and

WHEREAS, it is the desire of the Borough Council to authorize the execution of the Collective Bargaining Agreement on behalf of the Borough.

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Spring Lake Heights, in the County of Monmouth, State of New Jersey as follows:

1. The Mayor and the Borough Clerk are hereby authorized to execute the attached Collective Bargaining Agreement with the Police Benevolent Association for the period January 1, 2014 through December 31, 2018.
2. The Borough Clerk is directed to forward a certified copy of this resolution to the Police Benevolent Association.
3. The Borough Clerk is further directed to file a fully executed copy of the Collective Bargaining Agreement with the New Jersey Public Employment Relations Commission (PERC).

Adopted: March 10, 2014

  
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Joseph J. Delaney, Jr., Borough Clerk

