

AGREEMENT

between

BOROUGH OF SEA BRIGHT  
MONMOUTH COUNTY, NEW JERSEY

and

NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION  
SANDY HOOK LOCAL NUMBER 48

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JANUARY 1, 1994 THROUGH DECEMBER 31, 1996

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**PREAMBLE**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 1995, between the BOROUGH OF SEA BRIGHT (hereafter the "Borough" or the "Employer") and the NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, SANDY HOOK LOCAL NUMBER 48 (hereafter the "PBA");

**W I T N E S S E T H :**

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours of work, and other conditions of employment;

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

ARTICLE I  
RECOGNITION

The Employer hereby recognizes the aforementioned PBA as the exclusive representative for all of its Patrolmen, Sergeants, Lieutenants and Captains (hereafter the "Employees") in its Police Department in Sea Bright, New Jersey, but excluding the Chief of Police and all other employees.

ARTICLE II  
MANAGEMENT RIGHTS

A. Except as specifically limited by this Agreement, the Borough hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitutions of the State of New Jersey and of the United States including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Borough government and its properties and facilities, and the activities of its employees;

2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment, and to promote and transfer employees;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of 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 hereof and in conformance with the Constitutions and Laws of the State of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Borough or the PBA of its rights, responsibilities and authority under R.S. 40 and R.S. 11a, R.S.40A or R.S. 34, or any other national, state, county or local laws or ordinances.

### ARTICLE III

#### GRIEVANCE PROCEDURE

A. To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to the interpretation or application of this Agreement, the following procedures shall be followed:

Step 1. A policeman with a grievance shall first discuss it with his immediate supervisor directly, or through the PBA's designated representative for the matter, informally. However, any grievance involving the Chief of Police shall first be submitted to the Chief and, in the event it is not resolved between the parties themselves, then forwarded directly to the Police Committee of the Borough for determination. In the event a party involved in any action involving the Chief of Police is dissatisfied with the action of the Police Committee, an appeal may be taken to the Mayor and Council of the Borough within fifteen (15) days of the decision of the Police Committee.

Step 2. If the aggrieved party is not satisfied with the disposition of his grievance at Step 1, or if no decision has been rendered within five (5) working days after presentation of that grievance at Step 1, he may file a written grievance with the Chief of Police or, in his absence, a representative designated by him. A meeting on the written grievance shall be held within five (5) working days after the filing of the written grievance between the Chief of Police or his designated representative. A decision

thereon shall be rendered in writing by the Chief of Police within five (5) working days after the holding of such meeting.

Step 3. If the aggrieved party is not satisfied with the disposition of his grievance at Step 2, or if no written decision has been rendered within five (5) working days after the presentation of that grievance at Step 2, the matter may be referred by the PBA by its designated representative to the Mayor and Council. A meeting on the grievance shall be held between the PBA and the Mayor and Council, at which meeting the parties may be represented. Said meeting shall not be held publicly unless the parties agree in writing. The Mayor and Council shall render a final written decision within fifteen (15) working days of the date of the hearing.

Step 4. In the event that the aggrieved person is not satisfied with the decision of the Mayor and Council, the aggrieved person, or the PBA on his behalf, has fifteen (15) calendar days in which to request arbitration.

(a) The arbitrator shall be selected in accordance with the Rules and Regulations of the Public Employment Relations Commission.

(b) The arbitrator's decision shall be in writing and shall be issued not later than thirty (30) calendar days after the close of the arbitration hearing. The decision shall set forth the arbitrator's findings of fact, reasons and conclusions of the issue(s) submitted.

(c) The arbitrator's decision shall be binding.



(d) The costs for the services of the arbitrator shall be borne equally by the Borough and the PBA. All other expenses incidental to and arising out of the arbitration shall be paid by the party incurring the same.

(e) A grievance affecting a group of employees under Article I may be submitted by the PBA on behalf of said named group at Step 3 of the grievance procedure.

B. The time limits specified in the grievance procedure shall be construed as maximum. However, they may be extended upon mutual agreement between the parties.

C. A grievance must be presented at Step 1 within one week from the date of occurrence of the facts which gave rise to the grievance. If it is not presented within the aforementioned time period, it shall not thereafter be considered a grievance under this Agreement.

D. Any Employee may be represented at all stages of the grievance procedure by himself or, at his option, by a representative selected or approved by the PBA. When an Employee is not represented by the PBA, the PBA shall have the right to be present and state its views at all stages of the grievance procedure unless the Employee objects to the presence of the PBA representative, in which case the PBA may not be present at any stage of this procedure. However, in the event the PBA is not present after final determination at Step 3, if such final determination is made the PBA will promptly receive a copy of the Employee's written grievance and a copy of the final determination.

ARTICLE IV  
SALARIES/LONGEVITY

A. Effective January 1, 1994, the salary schedules for all officers recognized as being represented by the PBA shall be as set forth below:

SCHEDULE A

For the year 1994, salaries for all Employees covered by this Agreement shall be as follows (4.75%):

01/01/94 - 12/31/94

Captain of Police	\$52,743.09
Lieutenant of Police	\$50,817.84
Sergeant of Police	\$48,892.24
Patrolman	\$47,073.62
Patrolman (3rd year)	\$39,895.96
Patrolman (Chanceman I - 2nd year)	\$32,784.36
Patrolman (Chanceman II - 1st year)	\$25,173.93

SCHEDULE B

For the year 1995, salaries for all Employees covered by this Agreement shall be as follows (4.75%):

01/01/95 - 12/31/95

Captain of Police	\$55,248.39
Lieutenant of Police	\$53,231.69
Sergeant of Police	\$51,214.62
Patrolman	\$49,309.62

Patrolman (3rd year)	\$41,791.02
Patrolman (Chanceman I - 2nd year)	\$34,341.62
Patrolman (Chanceman II - 1st year)	\$26,369.69

SCHEDULE C

For the year 1996, salaries for all Employees covered by this Agreement shall be as follows (5.00%):

01/01/96 - 12/31/96

Captain of Police	\$58,010.81
Lieutenant of Police	\$55,893.27
Sergeant of Police	\$53,775.35
Patrolman	\$51,775.10
Patrolman (3rd year)	\$43,880.57
Patrolman (Chanceman I - 2nd year)	\$36,058.70
Patrolman (Chanceman II - 1st year)	\$27,688.17

B. Each Employee shall be paid, in addition to his current annual wages, 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 For Rank</u>
After 5 years of service	4.0% of base pay
After 10 years of service	5.0% of base pay
After 15 years of service	6.0% of base pay
After 20 years of service	7.0% of base pay
After 25 years of service	8.0% of base pay

C. Each policeman shall qualify for the longevity increment on the anniversary date of his employment and such increments shall

be paid from and after such date. The longevity increase is included in the base pay for pension purposes.

ARTICLE V

BENEFITS

A. The hospitalization plan (medical-surgical, including major medical Rider "J") shall be CIGNA as in effect prior to the date of this Agreement. An Employee with twenty-five (25) years of continuous service with the Borough as a police officer shall be entitled to retiree health benefits.

B. The dental plan shall be CIGNA as in effect prior to the date of this Agreement.

C. The prescription drug plan shall be provided by GRINSPEC as in effect prior to the date of this Agreement.

D. It is understood and agreed between the parties that the Employer shall have the right to change the carrier providing the insurance as set forth herein. By the designation of a new carrier, however, the Employer may not reduce the benefits of the Employee. The question of whether or not such benefits are comparable under the new carrier and the existing carrier shall be subject to arbitration as though a final binding arbitration under the grievance procedure were in place, but only the terminal provision for binding arbitration shall apply to the resolution of this dispute.

## ARTICLE VI

### LEGAL AID

The Employer will provide legal aid to all personnel covered by this Agreement in suits or other legal proceedings against Employees arising from incidents in the line of duty. Where there is no conflict with the Borough, these services shall be provided by the Borough Attorney. However, where there is a conflict, independent legal services shall be provided by an attorney chosen by the Employee at the expense of the Borough provided, however, that the fees for the same are agreed upon on behalf of the Employer by the Borough Attorney. This shall not be applicable in any disciplinary or criminal proceedings instituted against the Employee by the Employer. Nothing, however, in this Agreement shall be construed as reducing the right of legal representation due to the Employee as provided by law. Nothing in this paragraph shall affect any decision made prior to the signing of this Agreement and affecting any Employee with respect to legal representation.

## ARTICLE VII

### DISCRIMINATION OR COERCION

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the Employees represented by the PBA because of membership or activity in the PBA. The PBA or any of its agents shall not intimidate or coerce Employees into membership. Neither the Employer nor the PBA shall discriminate against any Employee because of race, creed, color, age, sex or national origin.

ARTICLE VIII  
SAVINGS CLAUSE

In the event that federal or state legislation, governmental regulation or court decision causes invalidation of any Article or section of this Agreement, all other Articles and sections not so invalidated shall remain in full force and effect.



## ARTICLE IX

### HOURS OF WORK AND OVERTIME

A. The work day shall consist of not more than eight (8) consecutive hours in a twenty-four (24) hour period. However, it is understood that the presently scheduled "short swings" (i.e., two scheduled eight (8) hour periods within twenty-four (24) hours upon change of shift) shall remain in effect, except as mutually agreed, and shall be considered as two consecutive work days.

B. The work week shall consist of five (5) consecutive working days.

C. It is understood that each officer will arrive at headquarters in sufficient time to prepare himself for duty at the start of his shift, and that this time, and the time at the end of his shift, preparing to leave headquarters, shall not be compensated.

D. With the exception of the Chief of Police, any member of the Borough Police Department who is required to perform police duties, at the discretion of the Chief of Police or his designated representative, in excess of the scheduled forty (40) hours per week, shall be paid the sum of one and one-half (1-1/2) times his hourly rate of pay for those hours.

E. An officer, at his discretion, may request compensatory time in lieu of paid overtime at the same rate, with the approval of the Chief of Police.

F. Court Appearance

1. An Employee required to appear in any court, except in civil cases as part of his required duties, during his off-duty hours will be paid a minimum of two (2) hours at the rate of time and one-half (1-1/2) regardless of the time spent in court.

2. Officers involved in any court appearances during off-duty hours which are continuous to their regular shift will be paid at the rate of time and one-half (1-1/2) at a one(1) hour minimum.

G. Recall Provision

Officers called back to duty will be paid at the overtime rate of time and one-half (1-1/2), and will receive a minimum of two (2) hours.

H. The Borough shall attempt to maintain the regular work schedule in effect in past contract years insofar as possible, with the manpower requirements being a consideration.

I. Court time and overtime shall be paid by December 1st of each year.

## ARTICLE X

### HOLIDAYS, VACATION AND SICK TIME

A. For the basic salary, a policeman shall work for the Borough a total of two thousand eighty (2080) hours per year (less vacation and sick time).

B. 1. Policemen shall be entitled to thirteen (13) paid holidays per calendar, as shall be designated by the Borough Council. A policeman shall be entitled to be paid at the daily rate for each such holiday, providing he is an active member of the force on the date on which the holiday occurs.

2. Policemen will receive the holiday pay to which they are (or are expected to be) entitled on December 1st of each year of the Agreement. Holiday pay which is paid in advance (e.g., Christmas Day) which is not subsequently earned shall be deducted from the pay for the period in which the holiday occurred.

3. No Employee shall be paid overtime or receive compensatory time for working on any holiday if he is scheduled for duty on that holiday.

C. Each policemen who has served from one (1) to five (5) years shall receive two weeks' vacation. Each policemen who has served five (5) to ten (10) years shall receive three weeks' vacation. Each policemen who has served ten (10) or more years shall receive four (4) weeks' vacation. After fifteen (15) years, each policemen shall be entitled to one (1) additional vacation day per year for each year after fifteen (15) years, up to a maximum of

five (5) weeks' total vacation time. All unused vacation time may be carried over to the next succeeding year.

D. 1. Each policeman will be granted five (5) days off with full pay and benefits in the event of the death of a member of the policeman's immediate family. The immediate family will be construed as: mother, father, sister, brother, wife, husband, son or daughter. In the event of the death of a grandparent, or the death of an immediate family member of a spouse, three (3) days off with full pay and benefits will be granted.

2. Each policeman shall receive four (4) personal days each year, which may be taken at the discretion of the policeman. Personal days may not be carried over to the next succeeding year.

E. Sick leave shall be continued to be administered as per the present ordinance.

F. A clothing allowance in the sum of Eight Hundred Twenty-Five Dollars (\$825) shall be paid to each policeman in a lump sum on the first pay period in January.

G. The provisions of this Article shall be interpreted by the parties on a basis consistent with prior practices.

## ARTICLE XI

### NO-STRIKE PLEDGE

A. The PBA covenants and agrees that during the term of this Agreement neither the PBA 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 any employee from his position, or stoppage of work, or abstinence in whole or in part, from the full, faithful and proper performance of the Employee's duties of employment), work stoppage, slow-down, walk-out, or any other deliberate interference with normal work procedures against the Borough. The PBA agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slow-down, or walk-out, it is covenanted and agreed that participation in any such activity by any Employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such Employee subject, however, to the application of the grievance procedure contained in Article III.

C. The PBA will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slow-down, walk-out or other deliberate interference with normal work procedures against the Borough.

D. Nothing contained in this Agreement shall be construed to deny the Borough such judicial relief as it may be entitled to have

in law or in equity for injunction of damages or both in the event of such breach by the PBA or its members.

## ARTICLE XII

### FULLY-BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XIII

EFFECTIVE AND TERMINATION DATES

This Agreement shall become effective on January 1, 1994, and shall terminate on December 31, 1996. If either party desires to change this Agreement, it shall notify the other party in writing at least thirty (30) days before the expiration of this Agreement of the proposed changes and its desire to terminate this Agreement. If notice is not given as herein stated, this Agreement shall automatically be renewed for another year.

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

ATTEST:

BOROUGH OF SEA BRIGHT

BY:

Marilyn G. Greer  
MARYLIN G. GREER, Clerk

Charles Rooney, Jr.  
CHARLES ROONEY, JR., Mayor

ATTEST:

NEW JERSEY STATE POLICEMEN'S  
BENEVOLENT ASSOCIATION  
SANDY HOOK LOCAL NUMBER 48

BY:

Captain Thomas J. Manning #98  
CAPTAIN THOMAS J. MANNING

Marilyn G. Greer  
WITNESS

BY:

Patrolman Richard Jacobs  
PATROLMAN RICHARD JACOBS

Marilyn G. Greer  
WITNESS