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RESOLUTION #95-16

WHEREAS, it is the desire of the Board of Commissioners to enter into a contract with the Beach Haven Police Department Communications Officers (Dispatchers) for the year 1995.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Borough of Beach Haven that the Commissioner of Public Affairs and Safety and the Municipal Clerk are hereby authorized to sign the attached contract.

Resolution of the Board of Commissioners of the Borough of Beach Haven at a meeting held on

February 14, 1995

Meeting of February 14, 1995

Judith S. Howard
Judith S. Howard, Esq.
Municipal Clerk

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CONTRACT AGREEMENT BETWEEN

THE BOARD OF COMMISSIONERS OF
THE BOROUGH OF BEACH HAVEN

AND

THE COMMUNICATIONS OFFICERS (DISPATCHERS)
OF THE BEACH HAVEN POLICE DEPARTMENT

1995

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AGREEMENT

This agreement, made this 14th day of February, 1995, between the Borough of Beach Haven, hereinafter referred to as Borough or "Employer", and the Communications Officers (Dispatchers) of the Police Department of the Borough of Beach Haven, hereinafter referred to as the Employees, for the year 1994. This agreement shall be in effect until a new contract is negotiated and signed.

WITNESSETH:

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 mutual promises and covenant herein contained, the parties hereto agree as follows:

ARTICLE 1: MODIFICATIONS OF THIS AGREEMENT

This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed and adopted by both parties.

ARTICLE 2: MANAGEMENT RIGHTS

The Borough retains all rights and powers granted to it under applicable statute and the Constitution of the State of New Jersey, Constitution of the United States, its ordinances, rules and regulations, except as specifically modified herein, to manage the operations of the Borough.

Nothing contained herein shall be construed to deny or restrict the Borough in its rights, responsibilities and authority, under R.S. 11, 40 and 40A, or any other national, state, county or local laws or ordinances without limiting any of the generality of the foregoing, management specifically reserves the right to:

- a) Hire, promote, transfer, assign, reassign, appoint, reappoint, retain, reduce in force or lay off employees

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in positions covered by this bargaining unit who are full-time employees of the Borough of Beach Haven, and for cause to suspend, demote, discharge or take other disciplinary action against such employees:

- b) Abolish any such positions for reasons of economy, efficiency, change in the organizational structure of the employer or for any other good cause:
- c) Maintain the efficiency of the Borough operations entrusted to the Commissioners:
- d) Determine the methods, means and personnel by which all Borough operations are to be conducted:
- e) Take whatever actions may be necessary to carry out the missions of the Borough in any situation or emergency:
- f) Take whatever actions may be necessary to effectively carry out the responsibilities of the Borough in police functions:
- g) The rights of the Borough shall include, but not be limited to, the provisions set forth above in the paragraph and it is agreed that these enumerations of management rights shall not be deemed to exclude other rights not enumerated:
- h) It is understood by all parties that under the rulings of the Courts of New Jersey, the Borough is forbidden to waive any rights or powers granted to it by law.

ARTICLE 3: WORK CONTINUITY

- A. It is recognized that the need for continued and uninterrupted operation 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 operations.
- B. The employees covenant and agree that during the term of this agreement neither the employees, nor any member of the bargaining unit, nor any person acting on its behalf will cause, authorize, or support, nor will any of its members

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take part in any strike (i.e., the concerted failure to report for duty, or willful absence of the employee from their positions, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employees' duties of employment), work stoppage, slowdown or walk-out.

- C. The employees agree that they will do everything in their power to prevent any members from participating in any strike, work stoppage, slowdown or other activity aforementioned including, but not limited to, publicly disavowing such action and directing all such members who participate in such activities to cease and desist from same immediately and to return to work, along with other steps as may be necessary under the circumstances, and to bring about compliance with its order.
- D. In the event of a strike, slowdown, or walkout, it is covenanted and agreed that participation in any such activity by the employees shall entitle the Borough to take appropriate disciplinary action including possible discharge in accordance with applicable law.
- E. Nothing contained in this 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 or damages, or both, in the event of such breach by the employees.

ARTICLE 4: WORK PERFORMANCE

All employees covered by this agreement will be expected to perform all duties as assigned by their superior officers or Commissioner of Public Safety, subject to Civil Service Rules and Regulations. This shall include, but not be limited to, the specific functions which may be assigned from time to time by their superior officers or the Commissioner of Public Affairs and Safety, or through Borough work rules, personnel regulations or other regulations.

ARTICLE 5: FULLY BARGAINED CONTRACT

The parties agree that they have negotiated on all matters that were or could have been negotiable and that any matter that was dropped or not brought up during the duration of these

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negotiations is not a matter covered by this agreement. The parties further agree that there are no additional promises, warranties or guarantees other than those contained specifically in the language of this agreement.

ARTICLE 6: SEPARABILITY CLAUSE

If any court of competent jurisdiction or the legislature declares any Article or Section of an Article of this agreement to be null and void, that Article or Section of an Article so declared null and void shall be invalid, but all other Articles of the agreement shall remain in full force and effect.

ARTICLE 7: WORK RULES

The Borough and the Police Department superior officers will promulgate work rules to be followed by all of the employees covered by this agreement. These work rules may be reviewed and revised, if necessary, on an annual basis. Each employee covered by this agreement will receive a copy of the work rules at the commencement of each work year.

Fifteen days in advance of the issuance of any work rules or revisions or amendments to existing work rules, the employees in the Department and the bargaining agent will receive a copy of the new work rules and any revisions, amendments or corrections. Final adoption and implementation of all work rules is at the discretion of the Borough. Any changes in work rules that constitute a change in terms and conditions of employment must be negotiated.

ARTICLE 8: PERFORMANCE EVALUATION

The Borough reserves the right to conduct the performance evaluations of all personnel covered by this agreement. Each employee will receive a copy of his/her performance evaluation.

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ARTICLE 9: GRIEVANCE PROCEDURE

- A. Definition: The term "grievance" as used herein means any controversy arising over the interpretation of adherence to the terms of this agreement that may be raised by an employee. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to allegations which may arise regarding violations of this agreement. The parties agree that this procedure will be kept as informal as may be appropriate.
- B. Time limits of the grievance procedure: The time limits indicated at each level of the grievance procedure shall be considered as maximums. If at any time a grievant violates the time limits of this agreement, the grievance shall be considered advanced to the next step of the procedure.
- C. Steps of the grievance procedure: The following procedure constitutes the sole and exclusive method of solving grievances between the parties covered by this agreement and shall be followed in its entirety unless a specific step is waived in writing by mutual agreement between parties.
1. Step One: An aggrieved employee shall discuss his/her grievance with the Chief of Police within ten working days of the occurrence of the grievance, and an earnest effort shall be made to settle the difference between the aggrieved employee and the Chief of Police. Failure to act within said ten working days shall be deemed to constitute an abandonment of the grievance on behalf of the employee and all others similarly affected.
 2. Step Two: In the event that a satisfactory settlement has not been reached, the grievance shall be reduced to writing by the aggrieved employee and one copy shall be given to the Chief of Police within five working days following the decision of the Chief of Police. The Chief of Police shall submit his/her written response to the grievant within five working days of receipt of the written appeal.

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3. Step Three: If the employee is not satisfied with the Chief of Police's response, the employee may appeal the decision within five working days of receipt of the Chief of Police's response, to the Commissioners of the Borough. The Commissioners will review the grievance and submit a written response to the employee within ten working days of receipt of appeal.
4. Step Four: If the employee does not accept the decision of the Commissioners, he or she must appeal the decision within ten working days of receipt of the Commissioners' written response by the employee.
5. Step Five: Binding Arbitration:
 - a. If a grievance is not settled under this article, such grievance shall, at the request of the employee or the Borough, be referred to the Public Employment Relations Commission for the selection of an arbitrator according to its rules.
 - b. The arbitrator shall be bound by the provisions of this agreement and restricted to the application of the facts presented to the arbitrator involved in 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 amendments or supplement thereto.
 - c. The cost of the services and expenses of the arbitrator shall be borne equally between the Borough and the employee. Any other expenses incurred, including, but not limited to, the presentation of witnesses, shall be paid by the party incurring same.
 - d. The arbitrator shall set forth his/her binding decision and reasons for making the award within thirty calendar days after the conclusion of the arbitration hearing, unless agreed to otherwise by the parties. The award of the arbitrator shall be binding on the parties.
6. General Provisions
 - a. Grievances shall be processed promptly and expeditiously.

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- b. Formal grievances and appeals shall be filed in writing.
- c. Communications and decisions concerning formal grievances shall be in writing.
- d. A grievant shall be permitted a representative at all levels of the procedure.
- e. There shall be no additional evidence submitted during the grievance process by either party once a grievance has been submitted to the Commissioners.
- f. Forms for grievance processing shall be developed between the parties and shall be mutually agreed upon by the parties and distributed on an as needed basis by either party.
- g. The parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.

ARTICLE 10: BEREAVEMENT LEAVE

Any employee covered by this agreement shall be entitled to bereavement leave. Bereavement leave shall be granted for a period of up to five days in the event of a death of any of the members of the employee's immediate family. The immediate family shall be defined as parent(s), spouse, children, brother(s), sister(s), parent-in-law, brother-in-law, sister-in-law, grandparent, grandchildren, son-in-law and daughter-in-law.

The employee has a responsibility to notify the Chief of Police that a death has occurred in order for the person in charge to take the appropriate and necessary action. In the absence of the Chief, the notice will be given to the commanding officer on duty.

ARTICLE 11: HOSPITALIZATION

All full-time employees covered by this agreement, after serving a waiting period of two months, are eligible to enroll in the Borough's hospitalization program during the next regular enrollment period. This program provides Blue Cross/Blue Shield and major medical insurance coverage for the employee, spouse and unmarried children under twenty-three years of age who live with the employee on a regular parent-child relationship.

The benefits will be provided at the expense of the Borough of Beach Haven to all eligible full-time employees.

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The benefits will also be provided at the expense of the Borough of Beach Haven to employees upon retirement, provided said employees have attained twenty-five (25) years of service.

Part-time, temporary or seasonal employees are ineligible to participate or receive any benefits in the New Jersey State Health Benefits Program.

In the event of an accident involving a municipal employee which results in personal injury or property damage, that employee must report the accident to the Chief of Police or his/her designee within one hour after the accident occurs, if physically able, and if not, as soon thereafter as possible.

The Borough reserves the right to change insurance carriers, provided the new carrier provides similar benefits, with no decrease in benefits.

ARTICLE 12: VACATION

Vacation time for full-time employees covered by this agreement shall be granted in accordance with the following schedule:

1. During the first twelve (12) months of service, employees are eligible for one-half (1/2) of one working day of vacation for each month of service.
2. After one (1) year of service, and up to ten (10) years of service inclusive, employees are eligible for fourteen (14) working days of vacation time per year.
3. After ten (10) years and up to twenty (20) years of service, employees are eligible for for twenty one (21) working days of vacation time per year.
4. After twenty (20) years of service, employees are eligible for thirty (30) working days of vacation per year.

No vacation time may be taken during the three month probationary period immediately following full-time employment, or during any calendar year between the last Monday in May before Memorial Day weekend and the first Tuesday after Labor Day weekend.

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All vacations will be selected on the basis of seniority.

All vacation time shall be taken during the year in which it is earned, and can be used up to and including the May cutoff of the following year.

All vacations are subject to the approval of the Chief of Police or, in his absence, the officer in charge, and will be scheduled so as not to unreasonably interfere with the operation of the department to which the employee is assigned. However, such approval may not be unreasonably withheld.

An employee who has resigned or who has otherwise separated from employment in good standing shall be entitled to the vacation allowance prorated on the basis of the number of months worked in the calendar year in which the separation becomes effective.

If an employee leaves the employ of the municipality before the end of the calendar year, having already taken a vacation allowance for the year, he or she will be charged with the unearned part of such vacations, which will be deducted from that employee's final paycheck.

Whenever a permanent employee dies, having to his/her credit any unused vacation leave, his/her estate will be compensated for the unused days based upon his/her salary rate at the time of death.

ARTICLE 13: SALARIES

Effective January 1, 1995, all employees covered by this contract agree to a one year contract, with a salary increase of in 1995 as follows:

‡		
S. Keicher		\$20,736.00
R. Steichen		\$20,736.00

DIFFERENTIAL PAY

Each employee shall be entitled to a flat rate shift differential of 4% effective January 1, 1995. Employees will receive shift differential if the employee spends more than 50%

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of his/her working time for the full year on a "night shift", which shall be defined as time between 4:00 p.m. and 8:00 a.m. of the following day.

ARTICLE 14: PERSONAL LEAVE

Employees covered by this agreement are entitled to ten (10) days personal leave per year. Personal leave is not cumulative. If the employee makes a written request for a personal day 48 hours before the shift in which the time off is being requested begins, the leave shall be granted provided an emergency situation does not exist. No more than one personal day per shift, on a first request basis, shall be permitted unless, at the discretion of the Chief, there is adequate manpower to cover the shift. If a request is made on the Chief's day off or weekends, it will be the requesting civilian employee's responsibility to notify the Chief so he can make the necessary schedule change. If the request is less than 48 hours before the personal time off is to begin, all best efforts shall be made by the Chief to accommodate such late request, or, in his/her absence, the commanding officer on duty.

Compensation Time: Employees covered by this agreement are entitled to compensation time off when the other Borough employees receive time off, other than the holidays agreed to under this agreement. This time is to be taken when available and no overtime is involved to cover days off as compensation time.

ARTICLE 15: EYEGLOSS REPAIR

If an employee has his/her eyeglasses damaged during working hours in the line of duty, the Borough will pay for the replacement of the frame and/or lenses, upon submission of the broken lenses and/or frames to the Chief of Police or, in his/her absence, to the officer in charge, with a written report of the incident. Said report shall be signed by the officer requesting repair or replacement.

The Borough will provide group vision care through Vision Service Plan (VSP), Plan C, \$10.00 deductible for the employee plus dependents.

ARTICLE 16: CALL-IN ON PERSONAL LEAVE DAY,
VACATION DAY OR REGULARLY SCHEDULED WEEK OFF

If an employee is called in to work by the Chief of Police or, in his/her absence, the officer in charge, on his/her personal leave,

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day, vacation day or regularly scheduled time off, then the employee will be compensated at a double time rate of pay for that day worked. No employee may assume this premium pay without a specific call-in and authorization from the Chief or, in his/her absence, from the officer in charge.

ARTICLE 17: DISCIPLINE

Employees under this agreement may be disciplined for reasonable cause. Any employee who is to be disciplined will be notified in writing of the nature of the discipline.

The Commissioner of Public Safety and the Governing Body reserve the right to determine the specific type of disciplinary action necessary in any specific instance.

Appeals of disciplinary decision shall be subject to the grievance procedure of this agreement.

ARTICLE 18: LONGEVITY PAY

Each employee represented by this contract shall be paid in addition to, and together with their annual base salary, additional compensation based on the length of his/her service, as fixed and determined by the following schedule:

<u>YEARS OF SERVICE</u>	<u>PAYMENT OF ANNUAL BASE SALARY</u>
3	3%
Each additional year	1%
Maximum	8%

- A. A salaried employee shall begin receiving longevity pay on the first pay period of January of his/her fourth year of continuous service to the Borough of Beach Haven.
- B. If the employee's hiring date falls between January 1 and July 1 inclusive, the employee will be credited with a full year toward longevity. If the employee's hiring date falls after July 1, the employee's first calendar year of service will not be counted toward longevity.

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ARTICLE 19: HOLIDAYS

The parties agree that the existing fourteen holidays as enumerated below shall continue in full force and effect during the term of this agreement. The holidays observed under this agreement shall be:

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| 1. New Year's Day | 8. Labor Day |
| 2. Martin Luther King's Birthday | 9. Columbus Day |
| 3. Lincoln's Birthday | 10. General Election Day |
| 4. Washington's Birthday | 11. Veterans' Day |
| 5. Good Friday | 12. Thanksgiving Day |
| 6. Memorial Day | 13. Friday immediately following Thanksgiving Day |
| 7. Independence Day | 14. Christmas Day |

If a holiday falls on a weekend, the Borough will schedule the holiday on a work day.

ARTICLE 20: NEGOTIATIONS PROCEDURE

The negotiations for future contracts shall not begin later than October 1 of any calendar year in which the contract is to be renegotiated, or as required by statute governing such negotiations.

Neither party shall have any control over the selections of the negotiations representatives of the other party, and each party agrees that its representative shall be clothed with all necessary power and authority to make proposals, consider proposals and make future counter proposals in the course of negotiations, with final approval of the contract to be made by the Board of Commissioners.

This agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations, and neither party shall be required to negotiate further with respect to any such matter, whether or not covered by this statement.

ARTICLE 21: RIOT DUTY

The employer recognizes that the preservation of law and order and Public Safety during civil disturbances constitutes an

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appropriate performance of police duties.

The employer, as a recognition of the additional time spent by an employee who participates in controlling a civil disturbance, agrees to pay the employee time and one-half for such extra duty hours actually worked, provided that extra duty is above and beyond the employee's normal work schedule and work load. The determination of what constitutes a riot shall be made by the Chief of Police or, in his/her absence the officer in charge, at his/her absolute discretion.

ARTICLE 22: OVERTIME COMPENSATION

Overtime compensation shall be defined as any time devoted by a member of the Police Department covered by this agreement to any function directly related to the proper and lawful performance of duty, or for any function resulting from said performance of duty, that exceeds the employee's normal eight (8) hour working day.

Each off-duty appearance required of a member of the bargaining unit shall be compensated for on an overtime basis of a minimum of four (4) hours. If employees covered by this agreement shall devote more than four (4) hours of off-duty time in an overtime situation, then the employee shall receive eight (8) hours overtime compensation. If an employee devotes more than eight (8) hours, he/she will receive ten (10) hours overtime compensation. If an employee devotes more than ten (10) hours, he/she will receive twelve (12) hours overtime.

While in the course of completing a normal tour of duty, if it is necessary for a member of the bargaining unit to continue work, he/she shall receive overtime compensation for the time devoted to duty. This overtime will not start until the employee has devoted one-half hour past his normal tour of duty. If the employee works past this half hour, the employee shall be paid overtime from the end of his/her regular shift. This overtime is to be approved by the Chief of Police or, in his/her absence, the officer in charge.

If it is necessary that a member of the bargaining unit be called in for duty during his/her officially logged vacation, personal day, or regular scheduled time off, said employee shall receive twice his/her current hourly rate of pay.

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ARTICLE 23: SICK LEAVE

Upon the execution of this agreement, all employees who work on a full-time basis shall be entitled to accrue one and one-quarter days per month sick leave within thirty (30) days of the execution of this agreement. The Borough shall provide to each employee a statement of accrued sick leave prior to January 1, 1994. This agreement by the Employer shall be based upon the following formula:

- A. One and one-quarter days per month from the year that Civil Service was fully and completely adopted by the Borough, said date being on or about May 12, 1970, until January 1, 1994.

Sick leave not taken shall accumulate from date of employment with the Borough of Beach Haven, and each member shall be entitled to such accumulated sick leave with pay if and when needed.

In computing the amount of pay for sick leave, there shall be deducted the amount of money, if any, which each employee is paid under provisions of Chapter 15 of Title 34 of the Revised Statutes of New Jersey for temporary disability during the period of time such employee shall be absent from work on approved sick leave.

Sick leave is hereby defined to mean absence from a post due to the employee's illness or accident, which prevents or significantly impairs the ability of the employee to perform his/her duties.

Upon the request of the Chief of Police or, in his/her absence, the officer in charge, an employee may be required to produce a certificate indicating the nature and extent of his/her illness. At the discretion of the Chief of Police or, in his/her absence, the officer in charge, the Borough may require the employee to submit to a physical examination to determine his/her ability to return to work. If such a physical examination is required, the Borough shall pay for same.

Upon retirement or separation in good standing, the Borough of Beach Haven will pay to the employees in this bargaining unit a supplemental compensation payment computed at the rate of one-half of the eligible employee's daily rate of pay for each day of

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earned and unused accumulated sick leave, based upon the annual average compensation received during the last year of his/her employment prior to the effective date of his/her retirement, as provided for in Title 11:14-12, as amended. Payment for earned and unused accumulated sick leave will be based upon a maximum of one hundred eighty (180) days.

ARTICLE 24: MANAGEMENT PREROGATIVE CLAUSE

It is the intention of the parties that this agreement represents the full understanding and agreement of the parties with respect to the terms and conditions of employment. Any right not expressly conferred upon the employees in the pages of this agreement is hereby reserved unto the Borough as a management prerogative.

ARTICLE 25: CLOTHING ALLOWANCE

The parties agree that it is necessary for the persons in this bargaining unit to appear well-dressed in public and present a proper image as representatives of the employer. Therefore, the employer shall provide uniforms and cleaning of same. The issue of uniforms shall be as determined by the Chief of Police or, in his/her absence, the officer in charge, and any employee who suffers damage to his/her uniform must submit the damaged clothing to the Chief of Police or in his/her absence, the officer in charge, for replacement. No clothing will be replaced unless the damaged clothing is turned in. All employees must maintain their uniform in accordance with the directions of the Chief of Police. Any employee who fails to maintain his/her uniform in accordance with these regulations shall be subject to discipline.

Employees will have a uniform voucher allowance of up to \$300.00. Any additional uniforms that may be needed require the approval of the Chief of Police or, in his/her absence, the officer in charge.

ARTICLE 26: DENTAL INSURANCE

All full-time employees covered by this agreement will be covered by dental insurance. This insurance will provide coverage for the employee, his/her spouse, and unmarried children under

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nineteen (19) years of age. Unmarried children over the age of nineteen (19), but under the age of twenty-three (23) will also be classified as a dependent, provided they are enrolled as a full-time student in a school, college or university and primarily supported by the employee.

The benefits described above will be provided at the expense of the Borough of Beach Haven to all eligible full-time employees. The Borough reserves the right to change insurance carriers as long as the new carrier provides similar benefits and there is no decrease in benefits because of said change.

ARTICLE 27: BREAK PERIOD

Employees covered by this contract shall be provided with a one half (1/2) hour break during the slack period of their shift and an additional ten (10) minutes break later in the shift, to be covered by available police personnel on duty.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands and caused these present to be signed by the appropriate officers, and the corporate seal of the Employer to be hereto affixed this 14th day of February, 1995.

Renee Steichen

Renee Steichen
For the Beach Haven Police Department
Communications Officers/Dispatchers

ATTEST:

Judith S. Howard
Judith S. Howard
Municipal Clerk

BY:

P. Victor Sencindiver
P. Victor Sencindiver, Mayor
Commissioner of Public Affairs
and Safety