

# 178

A G R E E M E N T

BETWEEN

THE BOROUGH OF BRADLEY BEACH

AND

LOCAL NO. 50 OF THE NEW JERSEY STATE P.B.A  
BRADLEY BEACH POLICE DEPARTMENT

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January 1, 2020 through December 31, 2022

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TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE.....	1
ARTICLE I - RECOGNITION.....	2
ARTICLE II - COLLECTIVE BARGAINING PROCEDURES.....	3
ARTICLE III - CONDUCTING ASSOCIATION BUSINESS ON BOROUGH TIME.....	4
ARTICLE IV - DISCRIMINATION AND COERCION.....	5
ARTICLE V - ARBITRATION.....	6
ARTICLE VI - GRIEVANCE PROCEDURE.....	7
ARTICLE VII - MANAGEMENT RIGHTS.....	10
ARTICLE VIII - HOURS AND OVERTIME.....	11
ARTICLE IX - SALARY.....	16
ARTICLE X - LONGEVITY.....	18
ARTICLE XI - SICK LEAVE.....	20
ARTICLE XII - PERSONAL DAYS.....	23
ARTICLE XIII - CLOTHING ALLOWANCE.....	24
ARTICLE XIV - HOSPITALIZATION AND INSURANCE AND PRESCRIPTION DRUG PLAN.....	25
ARTICLE XV - INJURY LEAVE.....	29
ARTICLE XVI - VACATION.....	31
ARTICLE XVII - DISCHARGE AND SUSPENSION.....	33
ARTICLE XVIII - PENSIONS.....	34

ARTICLE XIX - FALSE ARREST INSURANCE.....	35
ARTICLE XX - DEATH IN FAMILY.....	36
ARTICLE XXI - MISCELLANEOUS.....	37
SIGNATURE PAGE .....	39
APPENDIX A-1.....	40
APPENDIX A-2.....	41
APPENDIX A-3.....	42
APPENDIX A-4.....	43

PREAMBLE

THIS AGREEMENT, entered into this 26<sup>th</sup> day of May, 2020, by and between the Borough of Bradley Beach, in the County of Monmouth, a Municipal Corporation of the State of New Jersey, hereinafter called the "Borough" and Local No. 50 for the New Jersey State P.B.A, the Bradley Beach Police Department Section, hereinafter called the "Association," represents the complete and final understanding of all bargainable issues between the Borough and the Association.

ARTICLE I  
RECOGNITION

A. The Borough recognizes the Association for the purpose of collective negotiations as the exclusive representative of all probationary and regular full-time police officers of the Police Department of Bradley Beach, except the Police Chief and the Deputy Police Chief. Any references to males hereinafter contained shall include female officers.

B. This Agreement shall be binding upon the parties hereto.

## ARTICLE II

### COLLECTIVE BARGAINING PROCEDURES

A. Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agents of each of the parties.

B. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party. The first bargaining session will be held by September 1<sup>st</sup> to discuss the following year's contract.

C. Employees of the Borough who may be designated by the Association to participate in collective bargaining meetings called for the purpose of the negotiations of a collective bargaining agreement will be excused from their work assignments.

D. Not more than four (4) representatives of each party shall participate in collective bargaining meetings excepting, however, that the attorneys for each party shall not be included within the numbers herein referred to.

## ARTICLE III

### CONDUCTING ASSOCIATION BUSINESS ON BOROUGH TIME

#### A. Grievance Committee

The Borough shall permit members of the Association Grievance Committee consisting of up to four members to conduct the business of the committee, which consists of conferring with Employees and management on specific grievances in accordance with the Grievance Procedure set forth herein, during the duty hours of the members without the loss of pay, provided the conduct of said business shall not diminish the effectiveness of the Police Department or require the recall of off-duty policemen to bring the Department to its proper effectiveness.

#### B. Negotiating Committee

The Borough shall permit members of the Association Negotiating Committee to attend collective bargaining meetings during the duty hours of the members. However, only two (2) members of such Committee shall be permitted to attend such meetings without loss of pay, each for a period of six (6) meetings.

C. If the President, First Vice-President, or State Delegate of P.B.A. Local No. 50 is a member of the Bradley Beach Police Department, he shall be granted time off, without the loss of compensation, to attend to official Association business.

Only one (1) official shall be excused from duty if members occupy more than one position, the designation of that official shall be determined by the Association.

Denial of said leave shall only be made in the event of an emergency.

## ARTICLE IV

### DISCRIMINATION AND COERCION

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



**ARTICLE V**  
**ARBITRATION**

**A.** If a Grievance is not settled under Article VI, such Grievance shall, at the request of either the Association or the Borough, be referred to the Public Employment Relations Commission for the selection of an Arbitrator according to its rules.

**B.** After hearing the dispute, the Arbitrator shall render his decision within thirty (30) days, which decision shall be final and binding upon the parties. The expense of all arbitrations shall be borne equally by the parties.

**C.** All submissions to arbitration must be made within a reasonable time.

**D.** The Arbitrator appointed under the above procedure shall interpret the provision of this Agreement. He shall have no power to enlarge upon or reduce the obligations of the parties under this Agreement.

## ARTICLE VI

### GRIEVANCE PROCEDURE

#### A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problem which may arise affecting the terms and conditions of this Agreement, and to resolve grievances as soon as possible so as to assure that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any Employee having a grievance to discuss the matter informally with the Chief of the Department, and having the grievance adjusted without the intervention of the Association.

#### B. Definition

1. The term "Grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement, and may be raised by an individual Employee, the Association or the Borough.

#### C. Steps of the Grievance Procedure

1. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety, unless any step is waived by mutual consent.

##### Step One:

(a) An aggrieved party shall institute action under the provisions hereof by requesting an informal conference with the Chief of the Department who shall make every good effort to resolve the issue. If, however, said grievance cannot be resolved at the

informal conference, the aggrieved party shall reduce the grievance to writing and present it to the Chief of the Department within ten (10) days after the informal conference, was held. Failure to so act within ten (10) days shall be deemed to constitute an abandonment of the grievance.

(b) The Chief of the Department or his designee for the Association, as the case may be, shall render a written decision within ten (10) days after receipt of the written grievance.

**Step Two:**

(a) In the event the grievance is not settled through Step One, the same shall be reduced to writing by the Association and signed by the aggrieved and filed with the Commissioner of Public Safety or his representative within fifteen (15) days following the determination by the Chief of the Department.

(b) The Commissioner of Public Safety or his representative or the Association shall render a decision in writing within fifteen (15) days from the receipt of the grievance.

**Step Three:**

(a) If the grievance is not settled through Steps One and Two, either party may refer the matter to the Public Employment Relations Commission within ten (10) days after the determination by the Commissioner of Public Safety. An Arbitrator shall be selected pursuant to the Rules of the Public Employment Relations Commission.

(b) However, no Arbitration Hearing shall be scheduled sooner than thirty (30) days after the final decision of the Commissioner of Public Safety of the Borough. In the event the aggrieved elects to pursue his appellate right in accordance with New Jersey

statutes, the Arbitration Hearing shall be canceled and the matter withdrawn from Arbitration. The Association shall pay whatever costs may have been incurred in processing the case to Arbitration.

(c) The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him 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 amendment or supplement thereto. The decision of the Arbitrator shall be final and binding.

(d) The cost for the services of the Arbitrator shall be borne equally between the Borough and the Association. Any witness shall be paid by the party incurring same.

## ARTICLE VII

### MANAGEMENT RIGHTS

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

1. Manage Employees of the Borough, to hire, promote, transfer, assign or retain Employees in positions within the scope of the Borough's rights, and in that regard to establish work rules and regulations. Such work rules and regulations shall be in written form and a copy shall be provided to each member of the Association and with applicable amendments thereto, when amended.

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, all of which shall be subject to and contingent upon the faithful performance of this Agreement. In the event anything herein contained shall be in conflict with any existing ordinance, rule or regulation of the Borough, this said Agreement shall supersede the same where inconsistent therewith.

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

## ARTICLE VIII

### HOURS AND OVERTIME

A. The annual work schedule shall consist of not more than two hundred forty-seven (247) shifts per year, and any time over and above shall be considered as overtime at the discretion of the Director or his designee. Further, any time over and above the 247 shifts may be taken as "Adjust-time" off, at the discretion of the Chief of Police. In times of emergency, all Employees covered by this Agreement are subject to call, unless they are on sick leave. Employees, except detectives, who are required to work overtime approved by the Chief of Police or his designees, will be compensated for such overtime work after one-quarter (1/4) of an hour, at the rate of time and one-half of the normal hourly rate of pay of said Employee. Such overtime shall be subject to the approval of the Chief of Police or his designee. (It is further understood and agreed that the time spent by an Employee of the police force attending school shall be at a rate of straight time and shall be considered separate and apart from any other time worked in the Department on that particular day; however, there shall be no double payment.)

The work schedule shall consist of a "4-2" monthly rotation of four (4), eight (8) hour, shifts worked with two consecutive days off. The shifts shall be 11:00 p.m. to 7:00 a.m., 7:00 a.m. to 3:00 p.m., and 3:00 p.m. to 11:00 p.m. This incorporates the current (4 on 2 off) work schedule, which follows a monthly rotation of three primary shifts, 11 PM - 7 AM, 7 AM to 3 PM and 3 PM to 11 PM, in that order. The parties further agree the schedule allows for the following exceptions to these rotation of shifts. The three least

senior officers in the department, which will be determined by their date of hire, will be declared "Floaters". The schedule for these officers may be adjusted for shift coverage in no specific rotation. However, these officers will remain protected by all other terms of the contract agreement between the Borough of Bradley Beach and Local #50 of the New Jersey State PBA - The Bradley Beach Police Association.

The parties agree to current overlapping shifts. The overlapping shifts shall be used when necessary as determined by the Chief of Police. The Chief of Police shall have the ability to change the hours of an overlapping shift back to a primary shift. In the event the hours of a shift are to be changed, the Chief of Police will provide a minimum of four (4) hours notice to the Employee scheduled to work the shift in question.

**B.** Overtime is herewith defined as that work performed by an Employee exceeding one-quarter hour of the Employee's tour of duty, or when said Employee is recalled to duty on his day off, or other than his tour of duty. (Overtime rotation will continue as has been in the past with the P.B.A. keeping the overtime rotation book records.)

**C.** Any Employees recalled to duty on his day off or recalled other than the continuance of his regular tour of duty, shall be guaranteed a minimum of two (2) hours at the overtime rate as herein provided, except for a "Signal 66" to be used only in the case of emergencies, where only a telephone call is required to Police Headquarters by the Employee. If, as a result of such phone call, the Employee(s) are specifically requested to come to headquarters, they will be paid the guaranteed overtime rate mentioned hereinabove.

D. All court appearances, excepting any matter wherein a civilian is complaining of or instituting suit against civilian or civilians, in a matter pertaining to civil litigation shall be construed to be work and applicable provisions of this Article as to overtime pay and minimum recall time of two (2) hours, shall be applied to Court appearances except as prohibited by N.J.S.A. 40A:14-135. Records for Court attendance shall be prescribed, supplied and maintained by the Borough.

E. Compensation for overtime shall be paid to the Employees at the end of the usual pay period next succeeding that in which such overtime was worked when and wherever possible.

F. Whenever an Employee elects compensatory time off in lieu of overtime, he shall be entitled to one and one-half time the actual hours worked in overtime, not to exceed a maximum accumulation of eighty (80) hours. Employees covered by this Agreement shall have the ability to bank up to eighty (80) hours compensatory time and will be able to take compensatory time on a daily basis provided that the Employees give the Chief of Police thirty-five (35) days advance notice of their intention to take their compensatory time off.

The parties agree to limit the use of compensatory time off during the time period between June 15<sup>th</sup> and September 15<sup>th</sup>. Compensatory time off during these months will be at the discretion of the Chief of Police.

G. The Association agrees to share with the Borough, and without compensation, the time required to successfully promote police week and open house in the furtherance of good community relation. The Chief of Police or his designee may, from



time to time, call general meetings of the Police Department for the purpose of instruction and/or procedural guidance and information. Such general Police meetings shall not exceed four (4) meeting per calendar year. Any additional meetings called by the Chief of Police or his designee in excess of four (4) meetings shall be deemed overtime, and each member of the Association who attends such additional meetings shall be paid at the rate of one and one-half times their base pay for the time spent at such meetings.

**H.** Members of the Association, above the rank of Patrolman, who are shift commanders, hereby agree to attend sixteen (16) meeting per calendar year with the Chief of Police or their designee without compensation.

**I.** The Chief of Police or his designee, shall post the work schedule of the Employees covered by this Agreement in a prominent location, one month in advance of the time said schedule is to become effective.

Said advance scheduling requirement is specifically subject, however, to the absolute discretion of the Chief of Police to make reasonable changes in the advance schedule in the event of public emergency, disasters, schooling notices, *etc.*

Changes in days off occurring during the applicable scheduling period may be handled by the Employees by changing with one another so long as the shift is covered and the Chief of Police or his designee gives written approval of the change within twenty-four (24) hours before the day off is to take effect. If there is a vacancy on a shift due to schools, *etc.*, changes can be made with the agreement of the parties involved and with the approval of the Chief of Police or his designee.

J. The term “emergency” as used within this Article, includes civil disturbances, riots, disorderly assemblages, and disasters, or other serious occurrences, whether brought about by natural causes or by the action of any person, where such state may, in the opinion of the Chief of Police, cause violence and injury to be inflicted upon persons in the Borough or may cause damage to and destruction of property belonging to people within the Borough.

K. In the event the overtime provisions of this Agreement is deemed to be void by State Statute or by Court decision, the parties agree to reopen negotiation to formulate new language concerning the part of the overtime provision affected by the State Statute or Court decision as aforementioned. (The P.B.A hereby agrees not to pursue claims against the Borough with regard to past payment of overtime if such provision is deemed void as aforementioned.)

## ARTICLE IX

### SALARY

A. Base annual salaries for Employees covered by this Agreement shall be as set forth at Appendix A-1 through A-7 annexed hereto.

**B. Detective Personnel**

Any police officer assigned by the Chief of Police to the Detective Bureau shall be paid an additional \$2,000.00 above the comparable rank of uniformed officers. Any police officer temporarily assigned by the Chief of Police to the detective bureau shall be paid at a rate of \$2,000.00 per year, pro-rated, for the time said police officer is assigned to the Detective Bureau.

**C. Traffic Safety Officer**

Any police officer assigned by the Chief of Police to engage in police duties as Traffic Safety Officer shall be paid an additional \$1,000.00 above the comparable rank of uniformed officers.

**D. Terminal Agency Coordinator**

Any police officer assigned by the Chief of Police to engage in police duties as Terminal Agency Coordinator shall be paid an additional \$500.00 above the comparable rank of uniformed officers.

**E. Crime Prevention Officer**

Any police officer assigned by the Chief of Police to engage in police duties as Crime Prevention Officer shall be paid an additional \$500.00 above the comparable rank of uniformed officers.

**F. Firearms Instructor**

Any police officer assigned by the Chief of Police to engage in police duties as Firearms Instructor shall be paid an additional \$1,000.00 above the comparable rank of uniformed officers.

**G. Night Differential**

In addition to the above, there shall be payable to each police officer covered by this Agreement, an additional \$500.00 per year deemed night differential payment.

**ARTICLE X**

**LONGEVITY**

A. Each Employee 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:

<b><u>YEARS OF SERVICE</u></b>	<b><u>INCREMENT OF BASS PAYMENT</u></b>
1-4 years of employment	0 percent of base salary
5-8 years of employment	4 percent of base salary
9-12 years of employment	6 percent of base salary
13-16 years of employment	8 percent of base salary
17-20 years of employment	10 percent of base salary
21 years and over of employment	12 percent of base salary

B. The computation of longevity benefits shall be based upon the commencement date of the employment of the Employee on a calendar year basis, i.e., if the commencement of the employment was a time in the year of 1970, then longevity benefits shall begin as of January 1, 1974. Commencement of employment in any year shall, for longevity computations, be deemed to have commenced as of January 1, of such year.

C. In the table above in any category the initial number indicates the commencement of that year of service and the subsequent figures indicate the completion of years of service.

**D.** Effective upon the execution of this agreement, new hires shall not be eligible for longevity compensation.

## ARTICLE XI

### SICK LEAVE

A. Sick leave is defined as any absence from duty because of illness or accident not arising out of an Employee's course of employment and may be used by an Employee for personal illness or injury when he becomes incapacitated to a degree that it makes it impossible for him to perform the duties of his position, or who is quarantined by a physician because he has been exposed to a contagious disease.

B. Part time and temporary Employees shall not be eligible for sick leave.

C. In order to avoid interruption of necessary public services, any absence for which sick leave is claimed, shall be reported to the person working the switchboard at Police Headquarters who shall then report the same to the shift commander or Chief of Police, if available, in advance of the Employee's tour of duty. Failure to do so without good cause may be recorded as absence without leave with consequent loss of pay.

D. Regular full-time Employees shall receive sick leave credits of 1.1667 working days for each month of service for a total of fourteen (14) days per year which may be accumulated without limit. If any such Employee uses none or only a portion of such allowable sick leave for any calendar year, the amount of such sick leave not taken shall accumulate to his credit from year to year and such Employee shall be entitled to such accumulated sick leave or absence with pay, if and when needed, at the officer's pay scale at the time of using sick leave.

E. All Employees who have taken less than two (2) sick days leave in any calendar year shall receive additional vacation days in the ensuing year accordance with the following schedule:

Zero (0) sick days taken.....2 additional vacation days

One (1) sick days taken.....1 additional vacation day

Said Employee shall receive three (3) extra vacation days for the second year and three (3) extra vacation days in each consecutive, continuous year thereafter if no sick leave is taken in any such year.

F. Sick leave claims shall be approved by the Chief of Police who satisfies himself they are justified before certifying them to the Borough Clerk.

G. Refusal of any Employee to comply with the instruction of his physician or to cooperate with the Borough physician may cause rejection of sick leave claim.

H. An Employee retiring for length of service, in lieu of accepting a cash separation payment for accumulated sick leave, as provided above, shall have the option, if such option is exercised in writing, to receive (terminal leave time) equal to the Employee's total accumulated sick leave, being the total time of accumulated sick leave at the pay scale of the individual officer at time of retirement.

I. Employees hired prior to January 1, 2001 shall be able to cash in their accumulated sick time at retirement. In the event the total amount of accumulated sick time exceeds \$100,000, it shall be paid over a three year period in equal increments. In the event of the death of the member, said payout shall be paid to the estate of the employee. The cash at separation for accumulated sick time for Employees hired after January 1, 2001



shall not exceed 150 days value and shall be paid at the pay scale of the individual officer at the time of retirement of said officer. This limitation shall not apply to any bargaining unit member hired prior to January 1, 2001. For Employees hired after January 1, 2013, the maximum amount of accumulated sick leave that can be paid out to the Employee shall be twenty-five thousand dollars (\$25,000). For Employees hired after January 1, 2014, the maximum amount of accumulated sick leave that can be paid out to the Employee shall be twenty thousand dollars (\$20,000).

## ARTICLE XII

### PERSONAL DAYS

A. Each police officer shall be entitled to six (6) personal days off per year (provided said police officer obtained one week's advance approval by the Chief of Police as to the specific requested days off) except in cases of personal emergency and if said personal day off is not used, then and in that event, unused personal leave days shall accumulate and be paid at the straight time daily rate for said officer on the first pay date after November 15<sup>th</sup> of each year.

ARTICLE XIII

CLOTHING ALLOWANCE

A. In the event all or part of the present uniform is changed, then such changes shall be borne by the Borough.

B. The Borough agrees to replace or repair any uniforms or equipment which is damaged in the execution of an officer's duties.

## ARTICLE XIV

### HOSPITALIZATION AND INSURANCE AND PRESCRIPTION DRUG PLAN

A. The Borough of Bradley Beach shall provide enrollment in the Direct 15 Blue Cross/Blue Shield plan of the State of New Jersey Health Benefit Program for all full-time members of the Police Department upon the execution of this Agreement. All present health insurance benefits shall remain in effect until such enrollment is provided. Employees may choose to be covered by the Direct 10 plan or HMO plan, the difference in cost to be paid by the Employee. 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. The Borough agrees that it shall notify the Association upon its determination of a new carrier, however, the Employer must provide substantially similar benefits to the Employees. 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.

1. Effective January 1, 2018 all members who are at the maximum contribution rate under Ch. 78 for healthcare benefits shall have their contribution rate lowered by 2.5% to 32.5%.

2. Effective January 1, 2019 all members who are at the maximum contribution rate under Ch. 78 for healthcare benefits shall have their

contribution rate lowered an additional 2.5% to 30%. It is agreed that this rate shall continue until such time as the parties negotiate any changes to the rate.

**B.** The Borough shall provide dental insurance for eligible Employees and their dependents effective January 1, 1984 and retroactive to that date. The plan selected for the period covered by this Agreement is issued by Blue Cross and Blue Shield of New Jersey and is known as the 25-99 Group Dental Program administered by Blue Shield of New Jersey. The standard for dental plan comparison shall be the dental plan in effect on August 1, 2001. The parties agree that in the event a dental insurance plan can be found which provides the same coverage as that contained in the current plan at a lower cost to the Borough, that insurance plan will be substituted in a successor agreement for the current insurance plan. The Borough will provide the same dental plan to all retired police officers retired after January 1, 1984. Retired police officers shall mean those officers who have retired after twenty-five (25) years or more of service or retired due to a state approved disability. The definition of retired police officer shall be pursuant to the New Jersey Police and Fire Retirement System Law definitions, for Employees on staff as of January 1, 1998 and thereafter.

**C.** The Borough shall provide health benefits to all eligible retirees of the Police Department and qualified dependents in accordance with the provisions of Ch. 88, P.L. 1974, by appropriate ordinance and/or resolution. The definition of retired police officer

shall be pursuant to the New Jersey Police and Fire Retirement System Law definitions, for Employees on staff as of January 1, 1998 and thereafter.

1. Effective immediately upon the ratification of this agreement, any member who retires shall contribute 20% of the healthcare premiums towards their healthcare, unless otherwise provided by law. This rate shall not be increased for any retiree who retires with this benefit.

D. The Borough of Bradley Beach shall provide for its police officers a group prescription drug expense insurance plan. Said plan shall have a dispensing amount of One Dollar (\$1.00) per prescription and shall cover the Employee and his eligible dependents. There shall be a co-payment plan (\$10.00 co-payment for brand name drugs and \$5.00 co-payment for generic drugs) implemented prospectively by the Borough. The Borough shall have the option of re-insuring or self-insuring for all prescription costs which may exceed Four Thousand Dollars (\$4,000.00) per year per Employee and eligible dependent. The Borough will provide the same prescription drug expense plan to all retired police officers retired after January 1, 1984. Retired police officers shall mean those officers who have retired after twenty-five (25) years or more of service or retired due to a state approved disability. The definition of retired police officer shall be pursuant to the New Jersey Police and Fire Retirement System Law definitions, for Employees on staff as of January 1, 1998 and thereafter.

E. Effective January 1, 2002 the employer shall provide a full family optical program for all bargaining unit members and their families.

**F.** In the event there is a statutory change that reduces the contribution level for healthcare benefits below what is stated in above in A.1, A.2. and C.1., the statutory language would take precedence over the rates stated therein.

## ARTICLE XV

### INJURY LEAVE

A. Whenever a member of the Association is incapacitated from duty because of physical injury sustained in the performance of his duty, he shall receive his salary less such amounts as shall accrue or be paid to the injured member by Workers Compensation benefits. This said salary shall continue during the term and period of temporary compensation benefits as authorized by the Workers Compensation Statutes of the State of New Jersey. However, any permanent or partial permanent award made to said Employee by any Worker's Compensation Court, or any other court of competent jurisdiction shall be and remain the property of the said Employee and shall not be reimbursed to the Borough.

B. An Association member shall, as soon as practicable, after a physical injury has occurred, file a Workers Compensation Petition, and failure to do so shall render this said provision for payment of salary void, and said salary shall cease forthwith.

C. The provisions herein recited in the event of physical injury to a member of the Association shall not exceed the term or period of one hundred eighty (180) days from the onset of said injury. The time wherein said member of the Association is not permitted or is unable by reason of certification by the Borough physician to perform such duties as shall be directed by the Chief of Police, or his designee, resulting from the said physical injury shall not be charged against sick leave of the said Association member.



**D.** The Borough retains the right in its discretion to extend the period of payment referred to in all of the sections hereinbefore recited, due to illness or injury, beyond the term of 180 days if permitted by law.

**E.** In the event a disagreement arises with respect to the existence or extent of a job-connected disability, such issue shall be determined by a physician agreed to by both parties.

## ARTICLE XVI

### VACATION

A. Regular full-time Employees shall receive vacation credits of one (1) working day for each month of service up to ten (10) full years, and one-half (½) working day extra for each year after completion of ten (10) full years of service up to a maximum of twenty-two (22) working days. In addition to the above schedule, additional vacation days shall be credited under the following schedule.

1. One (1) additional vacation day after the completion of five (5) years of service;
2. Three (3) additional vacation days after the completion of ten (10) years of service;
3. Four (4) additional vacation days after the completion of fifteen (15) years of service.
4. Effective January 1, 2013 there shall be one (1) additional vacation day for every member of the department.

All vacations shall be taken during the current year, and vacation time shall not be accumulated except with the permission of the Mayor. Vacation schedules shall be approved by the Chief of Police.

B. The choice of vacation time shall be based upon seniority in service and one man per week will be entitled to take a vacation during the months of June 15th through

September 15th. Two men per week shall be permitted to take vacation during all other times. Vacation time allowed by seniority shall be such that there will be a maximum of two (2) weeks per man during the time of June 15th through September 15th. Vacation weeks may be taken consecutively.

C. Choice of Christmas and New Year's week will be determined by rank and seniority, at the discretion of the Chief of Police, and shall be rotated.

ARTICLE XVI

VACATION

A. Regular full-time Employees shall receive vacation credits of one (1) working day for each month of service up to ten (10) full years, and one-half ( $\frac{1}{2}$ ) working day extra for each year after completion of ten (10) full years of service up to a maximum of twenty-three (23) working days. In addition to the above schedule, additional vacation days shall be credited under the following schedule.

1. One (1) additional vacation day after the completion of five (5) years of service;
2. Three (3) additional vacation days after the completion of ten (10) years of service;
3. Four (4) additional vacation days after the completion of fifteen (15) years of service.
4. Effective January 1, 2013 there shall be one (1) additional vacation day for every member of the department.

All vacations shall be taken during the current year, and vacation time shall not be accumulated except with the permission of the Mayor. Vacation schedules shall be approved by the Chief of Police.

B. The choice of vacation time shall be based upon seniority in service and one man per week will be entitled to take a vacation during the months of June 15<sup>th</sup> through September 15<sup>th</sup>. Two men per week shall be permitted to take vacation during

*James A. Wilkins 9/18/13*  
*James A. Wilkins 9-18-13*

## ARTICLE XVII

### DISCHARGE AND SUSPENSION

A. No Employee shall be disciplined or discharged without just cause. An Employee who has been disciplined or discharged may grieve such action in accordance with the provisions hereinafter set forth in Article VI, entitled Grievance Procedure.

B. Upon any suspension, demotion, discharge or any other appropriate disciplinary action against any Employee of the Association, a written copy of the charges levied against said Employee will be sent to the Chairman of the Association within five (5) days after such action is taken against said Employee by the Borough, provided that the Employee requests, in writing, that the same be accomplished.

C. This Article does not apply to probationary Employees.

## ARTICLE XVIII

### PENSIONS

A. The Borough shall continue to make contributions as heretofore to provide pension and retirement benefits to Employees covered by this Agreement under the Police and Firemen's Retirement System pursuant to provisions of the statutes and laws of the State of New Jersey.

## ARTICLE XIX

### FALSE ARREST INSURANCE

A. The Borough shall at its cost and expense provide False Arrest and Liability Insurance to cover each and every Employee of the Police Department, who is a member of the Association herein referred to and shall also include probationary patrolmen during the course of performance of their duties.

ARTICLE XX

DEATH IN THE FAMILY

A. Permanent Employees shall be granted time off without loss of regular straight time pay under Borough Ordinance 78-7a of the Revised General Ordinances of the Borough of Bradley Beach, in the event of a death in his immediate family, including mother-in-law, father-in-law, step-mother, step-father, step-sister and step-brother. Notice of such absence shall be given to the desk man who shall in turn notify the highest ranking police officer on duty at that time or the Chief of Police, as soon as possible, preferably before the Employee's starting time for the first day of the intended absence.

B. The Borough may require reasonable proof of such death. Under extenuating circumstances, the Mayor or his designee may extend the death leave of an Employee.



## ARTICLE XXI

### MISCELLANEOUS

A. Upon the appointment of a probationary patrolman, the Borough Clerk of the Borough of Bradley Beach shall withhold in “escrow” estimated pension of said Employee until his permanent appointment, at which time said money will be applied to Employee’s pension. This temporary Employee shall be given a written notice from the Borough clerk each and every six (6) months advising said Employee of the amount and whereabouts of said money.

B. The Borough shall provide a bulletin board in a conspicuous location in the Police Department Headquarters, for the use of the Association for posting notices concerning Association business and activities only. All such notices shall be posted only upon the authority of officially designated Association representatives and shall not contain malicious, inflammatory or annoying material.

C. The Borough will provide Police Package Vehicles, to include air conditioning.

D. It is hereby specifically provided that all members of the Bradley Beach Police Department who are not also members of the P.B.A., Local No. 50, shall pay a fee equivalent to 85% of P.B.A., Local No. 50 membership dues to reimburse the Local for its efforts expended on their behalf.

E. Members of P.B.A, Local No. 50 shall be entitled to a dues check-off for their full annual dues each pay period.

F. The Borough will reimburse an Officer the full tuition cost of an educational class taken, provided the class is deemed to be law enforcement related and applicable to the Officer's job performance and duties. The Chief of Police will have discretion and final say over whether or not the class fits the criteria of being law enforcement related. The Officer must attend the class on his own time. The taking of any class by an Officer must not interfere with or place hardships on the Department.

APPENDIX A-I

BASE ANNUAL WAGE

Employees Hired Before January 1, 2012

	EFF. 1/1/20	EFF. 1/1/21	EFF. 1/1/22
Patrolman	\$115,879	119,852	122,968
Sergeant	\$127,525	131,789	135,216
Lieutenant	\$133,111	137,515	141,090
Captain	\$139,316	143,875	147,616

APPENDIX A-2

Employees Hired On or After January 1, 2012 and Before January 1, 2014

	EFF. 1/1/20	EFF. 1/1/21	EFF. 1/1/22
Probationary 0 - End 12 Months	\$43,320	44,925	45,509
First Step 13 - 24 Months	\$54,047	55,786	56,511
Second Step 25 - 36 Months	\$63,026	64,877	65,720
Third Step 37 - 48 Months	\$72,006	73,969	74,931
Fourth Step 49 - 60 Months	\$80,983	83,058	84,138
Fifth Step 61 - 72 Months	\$89,962	92,150	93,348
Sixth Step 73 - 84 Months	\$98,939	101,239	102,555
Seventh Step 85 Months and Up	\$115,879	119,852	122,968
Sergeant	\$127,525	131,789	135,216
Lieutenant	\$133,111	137,515	141,090
Captain	\$139,316	143,875	147,616

APPENDIX A-3

Employees Hired On or After January 1, 2014 and Before January 1, 2017

	EFF. 1/1/20	EFF. 1/1/21	EFF. 1/1/22
Academy Step	\$33,396	34,877	35,330
Probationary 0 - End 12 Months	\$43,320	44,925	45,509
First Step 13 - 24 Months	\$54,047	55,786	56,511
Second Step 25 - 36 Months	\$63,026	64,877	65,720
Third Step 37 - 48 Months	\$72,006	73,969	74,931
Fourth Step 49 - 60 Months	\$80,983	83,058	84,138
Fifth Step 61 - 72 Months	\$89,962	92,150	93,348
Sixth Step 73 - 84 Months	\$98,939	101,239	102,555
Seventh Step 85 Months and Up	\$115,879	119,852	122,968
Sergeant	\$127,525	131,789	135,216
Lieutenant	\$133,111	137,515	141,090
Captain	\$139,316	143,875	147,616

APPENDIX A-4

Employees Hired On or After January 1, 2017

	EFF. 1/1/20	EFF. 1/1/21	EFF. 1/1/22
1. Academy Step	\$33,396	34,877	35,330
2. 1-12 Months	\$39,164	\$40,717	\$41,246
3. 13-24 Months	\$44,933	\$46,558	\$47,163
4. 25-36 Months	\$50,701	\$52,398	\$53,079
5. 37-48 Months	\$56,470	\$58,239	\$58,996
6. 49-60 Months	\$62,238	\$64,079	\$64,912
7. 61-72 Months	\$68,006	\$69,919	\$70,828
8. 73-84 Months	\$73,775	\$75,760	\$76,745
9. 85-96 Months	\$79,543	\$81,600	\$82,661
10. 97-108 Months	\$85,312	\$87,442	\$88,578
11. 109-120 Months	\$91,080	\$93,282	\$94,495
12. 121-132 Months	\$96,848	\$99,122	\$100,411
13. 133-144 Months	\$102,617	\$104,963	\$106,328
14. 145 Months and up	\$115,879	119,852	122,968
Sergeant	\$127,525	131,789	135,216
Lieutenant	\$133,111	137,515	141,090
Captain	\$139,316	143,875	147,616

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Bradley Beach, Monmouth County, New Jersey, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

THE BOROUGH OF BRADLEY BEACH

Erica Kostyn  
Borough Clerk

By: [Signature], Mayor

ATTEST:

BRADLEY BEACH PBA LOCAL NO. 50

\_\_\_\_\_

By: [Signature], Chairman  
ANTHONY MORRIS

[Signature], Vice Chairman  
EDWIN HERNANDEZ

[Signature], Member  
CHARLES ZULLA

[Signature], Member  
TERRY BRONSTEIN

July 14, 2020

BOROUGH OF BRADLEY BEACH, MONMOUTH COUNTY

RESOLUTION 2020-178

RESOLUTION APPROVING THE COLLECTIVE BARGAINING AGREEMENT  
WITH LOCAL NO. 50 OF THE STATE OF NEW JERSEY STATE PBA  
JANUARY 1, 2020 THROUGH DECEMBER 31, 2022

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Mayor Engelstad offered the following Resolution and moved its adoption:

WHEREAS, the Collective Bargaining Agreement (CBA) between the Borough of Bradley Beach (the "Borough") and Local No. 50 expired on December 31, 2019; and

WHEREAS, the Borough and Local No. 50 have negotiated a successor agreement to be effective January 1, 2020 through December 31, 2022, subject to the approval of the Borough, ratification by the Local No. 50, and memorialization thereof; and

WHEREAS, the Borough and the Local No. 50 have both agreed to the terms and conditions of the new CBA contained in the attached Exhibit A;

NOW, THEREFORE, BE IT RESOLVED that the Mayor & Council of the Borough of Bradley Beach, County of Monmouth, State of New Jersey hereby approve the CBA attached hereto as Exhibit A, and hereby authorize:

- (1) The Mayor to execute the CBA, affirming same; and

BE IT FURTHER RESOLVED that a copy of this Resolution, together with the executed CBA, shall be forwarded to the Administrator, CFO, Borough Attorney, and the Local No. 50 Negotiation Chair.


Seconded by Councilman Gubitosi and adopted upon the following vote:

	AYES	NAYS	ABSTAIN	ABSENT
Mr. Bonnell	X			
Mr. Gubitosi	X			
Mr. Sexsmith	X			
Mr. Weber	X			
Mayor Engelstad	X			



CERTIFICATION

I, Erica Kostyz, Municipal Clerk of the Borough of Bradley Beach, Monmouth County, New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Mayor and Council at the July 14, 2020 meeting.

  
Erica Kostyz  
Municipal Clerk

