

**SIDEBAR AGREEMENT TO THE AGREEMENT  
BETWEEN  
THE BOROUGH OF RED BANK  
AND  
RED BANK PBA, LOCAL 39  
EFFECTIVE JANUARY 1, 2009 – DECEMBER 31, 2010**

WHEREAS, the Borough of Red Bank ("Borough") and the Red Bank Policemen's Benevolent Association, Local 39 ("PBA") (collectively "Parties") are parties to a Collective Negotiations Agreement ("Agreement"), effective from January 1, 2009 through December 31, 2010; and

WHEREAS, the Borough is facing a budget deficit of \$302,000 for 2010; and

WHEREAS, the Borough's initial plan to close the budget deficit was to request that the PBA voluntarily agree to accept ten (10) temporary layoff days throughout Calendar Year 2010; and

WHEREAS, the Borough sought the PBA's input in reducing the number of temporary layoff days for Calendar Year 2010; and

WHEREAS, the Parties engaged in good faith negotiations regarding temporary layoff days for Calendar Year 2010; and

WHEREAS, the Parties desire to modify, add and update the language contained in the Agreement.

NOW, THEREFORE, in condition of the mutual promises contained herein, the parties agree as follows:

1. The Borough agrees that no PBA unit members will be subject to layoff for Calendar Year 2010.
2. The PBA agrees that every unit member will voluntarily accept three (3) unpaid temporary layoff days between June 1, 2010 and December 31, 2010. Each unpaid temporary layoff day will equate to seven (7) hours of paid time.
3. The PBA agrees that unit members will not be permitted to use paid leave time in lieu of the three (3) unpaid temporary leave days, as set forth in this Sidebar Agreement.
4. The Parties agree that temporary layoff days shall be scheduled and approved by the Chief of Police or designee, in accordance with the minimum staffing standards required by applicable New Jersey state laws and regulations.

5. The Parties agree to a one-year waiver of Article XXXIII, Section 3 of the Agreement. Under this Sidebar Agreement, for 2010 only, unit members will forgo new uniforms in 2010 at a savings of \$25,000 to the Borough.

6. The Parties agree, in order to accommodate temporary layoff scheduling, and so as to minimize the impact on public safety, to a one-year waiver of Article XI, Section 3 of the Agreement. Under this Sidebar Agreement, for 2010 only, if scheduling dictates, unit members will be allowed to carry ten (10) vacation days into Calendar Year 2011, rather than the five (5) vacation days permitted under Article XI, Section 3 of the Agreement.

7. The Parties agree that the Agreement shall be amended and updated to reflect the changes as stated in this Sidebar Agreement.

8. This Sidebar Agreement represents the entire agreement of the Parties. Any and all proposals and counter-proposals not contained herein are deemed withdrawn and void.

9. The undersigned representatives for the Borough and the PBA hereby acknowledge that they have been duly authorized by their respective bodies to sign this Sidebar Agreement and bind same to its terms.

10. All terms of this Sidebar Agreement are deemed material. This Sidebar Agreement may not be altered, amended, modified or revoked, except by an instrument in writing signed by both parties.

11. The Agreement shall otherwise remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date and year aforesaid.

**RED BANK PBA, LOCAL 39**

**BOROUGH OF RED BANK**

\_\_\_\_\_  
Bob Campanella, President

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Stanley J. Sickels, Borough Administrator

Dated:

Dated: