Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning $\frac{1/1/2011}{1}$ thru $\frac{12/31/2013}{1}$

Summary will be sent under separate cover.

Employer: Borough of Spring Lake Heights

County: Monmouth

Date: May 10, 2012

Name: Joseph Delaney
Print Name

Title:

Borough Administrator / Clerk

Agreement

Between

Borough of Spring Lake Heights Monmouth County, New Jersey

and

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

January 1, 2011 - December 31, 2013

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Prepared: December 27, 2010

Preamble

This Agreement as of this **1st** day of **January 1, 2011,** by and between the Borough of Spring Lake Heights, a municipal corporation in the County of Monmouth and State of New Jersey, hereinafter referred to as the Borough or the Employer and the Borough of Spring Lake Heights Policemen's Benevolent Association of Local No. 50, hereinafter referred to as the "Association", represents the complete and final understanding of the parties on all bargainable issues and practices and policies. For purposes of this Agreement use of the words employee, officer or Police Officer shall intend to include all members of the bargaining unit.

Prepared: December 27, 2010 P.B.A.: Let Borough of S.L.H. 9.5.8 Page 3

Article I Recognition

The Borough recognizes the Association as the exclusive collective negotiations representative and agent of all Lieutenants, Sergeants, and Patrolmen.

Prepared: December 27, 2010 P.B.A.: Borough of S.L.H.: \$\frac{15.E'}{.}\$ Page 4

Article II Negotiations Procedure

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

Prepared: December 27, 2010 P.B.A.: 2011 Borough of S.L.H.: 4F.E. Page 5

Article III Management Rights

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

Prepared: December 27, 2010 P.B.A.: Borough of S.L.H.:

Article IV Overtime

- A. The Borough agrees that overtime consisting of time and one half (1 ½) equaling a rate of one and one half (1 ½) times the Officer's regular rate of pay shall be paid to an employee who is required to work longer than his normal tour of duty.
- B. If a member is called to duty on his day off, he shall be paid for all hours worked and shall be guaranteed a minimum of four hours. If a member is called back to duty after the termination of his regular shift, he shall likewise be guaranteed a minimum of four hours, unless he is called back to duty for reasons which related to his last shift.
- C. Any member who is called from off duty to administer a Breathalyzer test shall be entitled to overtime at the rate of time and one half (1 ½) his regular rate of pay.
- D. All overtime shall be paid at the next regular pay period for the member.
- E. A log shall be kept on all overtime and shall be recorded therein by the Chief of Police. Overtime less than one half hour shall not be logged. When overtime exceeds one half hour, the overtime will be logged at increments of fifteen (15) minutes thereafter.
- F. Overtime shall be paid in the same check as the regular payroll.
- G. Outside Employment Overtime (SEE NEXT PAGE)

Prepared: December 27, 2010 P.B.A.: Let Borough of S.L.H. 45.E. Page 7

G. The Chief of Police shall have the right to issue general orders concerning extra duty performed for outside contractors to insure that public safety needs of the community are appropriately addressed and that such outside employment is carried out in accordance with applicable State rules and regulations.

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

The general work rate that the Borough will charge outside contractors for all extra duty work performed will be the total of the prevailing rate of a "Lieutenant after 1st year" according to the Schedule A salary schedule for that year plus a ten dollar (\$10.00) per hour administrative fee charged by the borough. The minimum call out time for outside employment will be that as listed in Article IV, paragraph B.

The employee shall be reimbursed his regular overtime rate.

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

Prepared: December 27, 2010 P.B.A.: L.B. Borough of S.L.H.: 14E. Page 8

Article V Vacations

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

After 6 months of service After 1 year of service After 4 years of service After 9 years of service After 14 years of service	5 days 10 days 15 days 20 days 25 days
---	--

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

Prepared: December 27, 2010 P.B.A.: L.J. Borough of S.L.H. AFE, Page 9

Article VI Death in Family Leave

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

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

Prepared: December 27, 2010 P.B.A.: December 27, 2010 P.B.A.: Borough of S.L.H.:

Article VII Personal Days

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

Prepared: December 27, 2010 P.B.A.: Borough of S.L.H.:

Article VIII Employee Health Insurance

- A. The Borough will provide employees covered by this Agreement with healthcare coverage as provided under the New Jersey State Health Benefit Plan.
- B. The Borough, on a non contributory basis, further agrees to provide all employees covered by this Agreement with a free yearly eye examination by an ophthalmologist chosen by the employee.
- C. Each member shall be furnished with a complete list of benefits to which the member and his family are entitled.
- D. Each member shall receive a complete package of personnel policies, rules, and regulations to which he is subject. The aforementioned package shall be revised and furnished to each member of the Association.
- E. The employees / family unit shall be entitled to an eye glass program that provides for an annual expenditure of \$300.00.
- F. Employees will be included in the prescription plan that is maintained by the Borough.
- G. Employees will be entitled to a yearly physical which includes history and physical examination, chest x rays (2 views), E.K.G. (12 leads), urinalysis, blood chemistry profile (24 tests including H.I.V. screening) and visual acuity screening.
- H. Any employee who is eligible to be covered under the New Jersey State Health Benefits Plan and chooses to be covered under their spouse's health provider, shall be paid Two Thousand Dollars (\$2,000.00) in a lump sum. If the employee chooses to re enroll in the New Jersey Health Benefits Plan, after being covered under his spouse's plan, he shall be allowed to do so as soon as practicable. The employee shall then reimburse the Borough the remainder, on a pro rated basis, of Two Thousand Dollars (\$2,000.00). the pro ration shall be determined at a rate of Five Dollars and Forty Eight Cents (\$5.48) per day. (Note: \$2,000.00 divided by 365 days to determine pro rated figure.)

Prepared: December 27, 2010 P.B.A.: Borough of S.L.H. 45.6. Page 12

Article IX Use of Personal Vehicles

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

Prepared: December 27, 2010 P.B.A.: Borough of S.L.H. Page 13

Article X Clothing Allowance

- A. All Police Officers shall be paid \$500.00 per year clothing allowance.
- B. In the event a uniform change is ordered by the Borough, the Borough shall pay for the costs of the change in addition to the foregoing allowance.
- C. The employee covered hereby may purchase his uniform at a store of his choice provided said clothing conforms to Department regulation.

All employees covered by this Agreement shall be entitled to full reimbursement for any clothing damaged or destroyed during an official act of duty. However, the application for such reimbursement must be made to the Chief of Police and approval of same shall be in his total discretion.

Prepared: December 27, 2010 P.B.A.: 100 Borough of S.L.H. 45. Page 14

Article XI False Arrest Insurance

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

Prepared: December 27, 2010 P.B.A.: L.B. Borough of S.L.H. AFE. Page 15

Article XII Maintenance of Operations

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

Prepared: December 27, 2010 P.B.A.: Borough of S.L.H.: JFE. Page 16

Article XIII Salary

- A. The base annual salaries for employees covered by the Agreement shall be as set forth on Schedule A annexed as follows;
 - 2011 0% increase added to all 2010 base pay
 - 2012 0% increase added to all 2011 base pay
 - 2013 2% increase added to all 2012 base pay
- B. Payment of any retro monies due shall be within thirty (30) days of the signing of this Agreement.
- C. Remuneration owed to an employee from all sources in any one bi weekly pay period shall be paid in one check less mandated agency deductions.

Prepared: December 27, 2010 P.B.A.: W Borough of S.L.H.: AFE Page 17

Article XIV Longevity

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

Years Of Service	Increment of Base Pay
Upon completion of five (5) years of service	3%
Upon completion of ten (10) years of service	6%
Upon completion of fifteen (15) years of service	9%

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

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

- * In addition to the 9% longevity increment, the employee shall receive an additional 3 personal days in addition to those granted in Article VII at the time.
- B. Each employee of the Police Department shall qualify for the longevity increment on the anniversary of his employment and such increment shall be paid from and after such date.
- C. Longevity will be paid in bi weekly increments.

Prepared: December 27, 2010 P.B.A.: Ut Borough of S.L.H.: A. Page 18

Article XV Military Leave

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

Prepared: December 27, 2010 P.B.A.: Borough of S.L.H.:

Article XVI Unsafe Vehicles

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

Prepared: December 27, 2010 P.B.A.: Lat Borough of S.L.H.: AFE Page 20

Article XVII Court Time

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

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

Prepared: December 27, 2010 P.B.A.: W. Borough of S.L.H. Page 2

Article XVIII Educational Incentive / Award

- A. The Borough agrees to pay each employee covered by this Agreement, in addition to his annual salary an education incentive / award of Ten Dollars (\$10.00) per college credit up to a maximum of Seven Hundred Fifty Dollars (\$750.00) per year, per employee.
- B. The Borough agrees to pay the education incentive / award to each employee in bi weekly increments.
- C. Employees agree to submit proof of all credits, as per paragraph A above, to be paid in the following year to the Borough no later than December 1st of the preceding year.
- D. The Borough will reimburse any member who attends a State College or university or any other college / university providing the tuition rate is less than or equal to the maximum cost of that of a state college / university and takes courses leading to a degree. The Borough will pay the members who achieve a "C", or better in the course on the first payday following the receipt of the grades by the Chief of Police. The Borough will also pay the member for the text books used during the course as long as the text books are returned to the Borough for future use by other members.
- E. The Borough agrees to establish a suitable training program to advance the professional education and training of the members of the Association. The Chief of Police, in his discretion, shall establish said program and arrange for six members of the Association to attend such training on an annual basis.
- F. These schools shall be in addition to all schools attended by an officer on his personal time.

Prepared: December 27, 2010 P.B.A.: Borough of S.L.H. A.E. Page 22

Article XIX Method of Computation

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

Prepared: December 27, 2010 P.B.A.: Borough of S.L.H. Page 23

Article XX Prior Working Conditions

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

Lawful.

Prepared: December 27, 2010 P.B.A.: LIN Borough of S.L.H.: Page 24

Article XXI <u>Outside Employment and Activities</u>

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

Prepared: December 27, 2010 P.B.A.: Borough of S.L.H.

Article XXII <u>Grievance Procedure</u>

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

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

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

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

1. Nothing contained herein shall prevent any employee from presenting his own grievance and representing himself providing notification of all meetings, steps, and grievance answers are given to the Association is given the opportunity to be present at all steps of the grievance procedure. Obligation to notify the Association shall be upon the employee – not the Borough.

Prepared: December 27, 2010 P.B.A.: 13 Borough of S.L.H. 15E. Page 26

- The steps provided for herein may be waived by mutual agreement of the parties.
- 3. If the Borough fails to meet and / or answer any grievance within the prescribed time limits as hereinbefore provided, such grievance may be process to the next step. Written notice of such failure shall, in each instance, be in writing to the Borough Clerk.
- 4. Borough shall have the same grievance rights as the Association and / or its members employees of the Borough.
- 5. The decision of the arbitrator shall be in writing and shall include the reasons for such decision.
- 6. The decision of the Arbitrator shall be binding upon the parties.
- 7. The costs for the services of the Arbitrator shall be borne equally by the Borough and the Association. Any other expenses, including, but not limited to the presentation of witnesses, shall be paid by the parties incurring same.
- 8. The Arbitrator shall be bound by the provisions of this Agreement and by the Constitution and Laws of the State of New Jersey, and shall be restricted to the application of the facts presented to him involving the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

Prepared: December 27, 2010 P.B.A.: Let Borough of S.L.H. A.E. Page 27

Article XXIII Sick Leave and Temporary Disability

- A. Sick leave for all full time permanent employees covered by this Agreement shall be granted as follows;
 - At the rate of 12 days of sick leave with pay per year.
 - Employees may only accumulate ten (10) sick days per year to be credited toward their sick day bank.

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

- B. Absence from employment due to service or job connected illness or injury shall not be charged against current or accumulated sick leave but those so injured or sick will be paid their regular rate of pay for a period of four (4) weeks and twenty two (22) weeks at eighty percent (80%) of regular pay during the period of illness or injury. Any temporary disability benefits paid by Workers Compensation covering that period will be paid to the Borough.
- C. In the event a Police Officer is absent from employment due to an injury caused while actually responding to a call or apprehending a criminal or other violator of the law, that employee during his period of injury shall be paid his regular rate of pay for up to one (1) year.
- D. The Borough reserves the right to require at any time at its expense an independent medical examination to determine the employee's fitness for duty.
- E. The Borough shall put into effect and be subject to the New Jersey Unemployment Compensation and Temporary Disability Benefits laws effective January 1, 1984.
- F. If an Officer is absent from work for reasons that entitle him to sick leave, the Chief of Police, or his designated representative, shall be notified as early as reasonably possible prior to the start of the scheduled work shift for which he is absent. Failure to notify may be cause of denial of the use of sick leave for that absence and may constitute cause for disciplinary action.
- G. The appointing authority may require proof of illness of an employee on sick leave after the third consecutive day at Borough expense.

Prepared: December 27, 2010 P.B.A.: Borough of S.L.H. 95E. Page 28

- During protracted period of illness or disability of an employee, the Department Н. Head may require interim reports on the condition of the patient at weekly or bi weekly periods, from the attending physician and / or a Borough medical physician at Borough expense.
- Habitual absenteeism or tardiness may be cause for discipline up to and ١. including discharge.
- Any employee who engages in outside employment while on sick leave (his J. scheduled shift assignment) without permission of the Department Head shall be subject to disciplinary action.
- K. Employees who are injured whether slightly or severely while working, must make a report within a reasonable period of time thereof to their Department Head or supervisor.

Prepared: December 27, 2010

Borough of S.L.H.

Article XXIV Work Schedule

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

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

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

There will be a minimum of two (2) officers on every shift. Any Patrolman who works in a supervisory capacity for any shift shall be compensated at a rate of \$2.40 per hour for the length of the shift.

Prepared: December 27, 2010 P.B.A.: 45 Borough of S.L.H.

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Article XXV Duration of Agreement

This Agreement shall be effective as of January 1, 2011 and shall terminate on December 31, 2013.

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

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

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

Mayor E. Francis Enright

Borough of Spring Lake Heights

Patrolman Edward Gunnell President PBA Local #50

Spring Lake Heights Unit

WITNESS:

Borough Clerk

Borough of Spring Lake Heights

Prepared: December 27, 2010 P.B.A.:

Borough of S.L.H. 45.E.

Schedule A - Salary Guides

Spring Lake Heights Police Department Salary Guides January 1, 2011 - December 31, 2013

January 1, 201	I - DCCCIIIDGI	01, 2010	
		render i de la comunicación. La Comunicación de la comunicación	
Hired PRIOR 1/1/07			
Rank / Year	2011	2012	2013
Lt. (after 1st Year)	\$107,124	\$107,124	\$109,266
Lt. (1st Year)	\$101,887	\$101,887	\$103,925
Sgt. (after 1st Year)	\$99,750	\$99,750	\$101,745
Sgt. (1st Year)	\$96,521	\$96,521	\$98,451
Corporal	\$95,317	\$95,317	\$97,223
Patrolman (after 5th Year)	\$94,122	\$94,122	\$96,004
Patrolman (after 4th Year)	\$82,024	\$82,024	\$83,664
Patrolman (after 3rd Year)	\$74,024	\$74,024	\$75,504
Patrolman (after 2nd Year)	\$66,026	\$66,026	\$67,347
Patrolman (after 1st year)	\$58,027	\$58,027	\$59,188
Patrolman (during 1st year)	\$39,012	\$39,012	\$39,792
Hired AFTER 1/1/07			
Rank / Year	2011	2012	2013
Lt. (after 1st Year)	\$107,124	\$107,124	\$109,266
Lt. (1st Year)	\$101,887	\$101,887	\$103,925
Sgt. (after 1st Year)	\$99,750	\$99,750	\$101,745
Sgt. (1st Year)	\$96,521	\$96,521	\$98,451
Corporal	\$95,317	\$95,317	\$97,223
Patorlman (after 6th year)	\$94,122	\$94,122	\$96,004
Patrolman (after 5th Year)	\$84,937	\$84,937	\$86,636
Patrolman (after 4th Year)	\$75,752	\$75,752	\$77,267
Patrolman (after 3rd Year)	\$66,567	\$66,567	\$67,898
Patrolman (after 2nd Year)	\$57,382	\$57,382	\$58,530
Patrolman (after 1st year)	\$48,197	\$48,197	\$49,161
Patrolman (during 1st year)	\$39,012	\$39,012	\$39,792

Prepared: December 27, 2010 P.B.A.: Borough of S.L.H.: \$\square\s

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