

AGREEMENT
BETWEEN
BOROUGH OF SEA GIRT
MONMOUTH COUNTY, NEW JERSEY

and

SEA GIRT
POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL No. 50

Proposed changes to:

JANUARY 1, 2010 THROUGH DECEMBER 31, 2013

Law Offices:

Loccke & Correia, P.A.
24 Salem Street
Hackensack, NJ 07601

Ruderman & Glickman
675 Morris Avenue, Suite 100
Springfield, NJ 07081

TABLE OF CONTENTS

	<u>PAGE</u>
	PREAMBLE..... 1
ARTICLE I	RETENTION OF PRESENT BENEFITS..... 2
ARTICLE II	ASSOCIATION MEMBERSHIP..... 3
ARTICLE III	GRIEVANCE PROCEDURE..... 4
ARTICLE IV	SICK LEAVE..... 9
ARTICLE V	VACATION TIME 12
ARTICLE VI	SCHEDULING, SHIFTS AND OVERTIME..... 13
ARTICLE VII	PERSONAL LEAVE 16
ARTICLE VIII	PERSONAL VEHICLES 17
ARTICLE IX	INSURANCE COVERAGE..... 18
	DENTAL COVERAGE..... 20
ARTICLE X	CLOTHING ALLOWANCE..... 22
ARTICLE XI	COLLEGE INCENTIVE PROGRAM..... 23
ARTICLE XII	PENSION..... 25
ARTICLE XIII	SALARIES..... 26
ARTICLE XIV	MANAGEMENT RIGHTS..... 28
ARTICLE XV	WORK-INCURRED INJURY..... 30
ARTICLE XVI	OUTSIDE EMPLOYMENT AND ACTIVITY 32
ARTICLE XVII	SEPARABILITY AND SAVINGS 33
ARTICLE XVIII	MAINTENANCE OF WORK OPERATIONS..... 34
ARTICLE XIX	COMPLAINTS AGAINST EMPLOYEES 35
ARTICLE XX	CONDUCTING ASSOCIATION BUSINESS ON EMPLOYER TIME..... 36
ARTICLE XXI	DURATION OF AGREEMENT..... 37
	SCHEDULE A – HOLIDAYS 38

PREAMBLE

THIS AGREEMENT made this 27th day of September 2010,
by and between the BOROUGH OF SEA GIRT, a municipality in the County of Monmouth,
State of New Jersey, hereinafter referred to as the "Employer" or "Borough" and SEA GIRT
PBA LOCAL 50, hereinafter referred to as the "Association", and represents the complete and
final understanding by the parties on all issues.

ARTICLE I

RETENTION OF PRESENT BENEFITS

All benefits accruing to members of the Police Department of Sea Girt under present ordinances, Police rules and regulations shall remain in full force and effect, except where amended or revised by subsequent proposals in this Agreement.

PBA. 

Borough:  

ARTICLE II

ASSOCIATION MEMBERSHIP

All full-time police officers of the Sea Girt Police Department shall have the right to join and assist the Sea Girt Local 50 freely and without fear of penalty or reprisal, and to support the activities authorized by this Association.

PBA: 

Borough:  

ARTICLE III

GRIEVANCE PROCEDURE

- A. A procedure for the resolution of grievances shall be instituted through agreement with P.B.A. Local 50 and the Borough of Sea Girt, and shall be utilized for any grievance which shall arise, from time to time, between the employees covered by the terms of the Agreement and governing officials, or their policies and administrative decisions which affect a member or members of P.B.A. Local 50.
- B. A grievance shall be defined as a claim by a police officer or P.B.A. Local 50 based upon the interpretation, application or violation of the Agreement and of established ordinances, police rules and regulations, policies and official administrative decisions of governing bodies which affect the member or members of the Association, within the scope of official police duties.
- C. The purpose of this Grievance Procedure is to secure, at the lowest administrative level possible, equitable solutions to problems which may arise from time to time affecting the terms and conditions of the Contract between P.B.A. Local and the Borough of Sea Girt.
- D. Since it is important that grievances be processed and resolved as rapidly as possible, the number of days agreed upon action at each level must be kept at a minimum. In the event that a grievance is filed at such a time that it cannot be processed through all levels of the Grievance Procedure and irreparable harm to the party in interest who filed the grievance might result, the time limits agreed

PBA: 

Borough: 

upon by the Association and the Borough of Sea Girt may be reduced by mutual agreement.

E. The Grievance Procedure shall proceed through four (4) levels:

Level I:

The aggrieved employee shall initiate his complaint personally or through his representative with his immediate superior in an effort to resolve the grievance satisfactorily. If no satisfactory resolution is reached through this informal discussion of the complaint, the member may ask the Association to submit the grievance in writing to the Chief of Police within ten (10) days of occurrence of the event giving rise to the grievance. Within five (5) days after receipt of the written grievance, the Chief of Police, or his designee, shall arrange to meet with the grievant and the Association representative(s) for the purpose of resolving the grievance.

Level II:

If the grievance is not resolved to the satisfaction of the Association and the grievant by the Chief of Police, or his designee, within five (5) days after such meeting, the Association may present the grievance in writing not later than five (5) days thereafter, to the Police Committee or member of the Police Committee. Within five (5) days of receipt of the written grievance, the Police Committee shall hold a hearing at which time all parties in interest shall be present and shall be heard. This hearing shall be closed to the public and all information regarding the grievance shall be held in strict confidence.

PBA: 

Borough:  


Level III:



If the parties fail to resolve the grievance to the satisfaction of grievant and the Association by the Police Committee within five (5) days after such meeting, the Association may present the grievance in writing to the Mayor and Borough Council, together or individually. Within five (5) days of receipt of such written notification, the Mayor and Borough Council shall arrange to and meet with all parties in interest in an effort to resolve the grievance satisfactorily.

Level IV:

If the parties fail to resolve the grievance to the satisfaction of grievant and the Association within five (5) days of such meeting, either the Association or the Mayor and Borough Council shall have the right to resort to arbitration through the New Jersey Public Employment Relations Commission. The grievance shall be submitted in writing within ten (10) days thereafter to the New Jersey Public Employment Relations Commission for arbitration, according to procedures established by that body for selection and appointment of an arbitrator. The arbitrator shall make recommendations and findings of fact which shall be final and binding on all parties in interest to the grievance.

1. 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.


PBA: 

Borough:  

2. The parties direct the arbitrator to decide, as a preliminary questions, whether he has jurisdiction to hear and decide the matter in dispute.
3. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him 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 amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

F. Miscellaneous

1. Time limits set forth in the Procedure may be extended or reduced by mutual agreement of the parties in interest.
2. The right of the Association to secure all information pertinent to a given grievance shall not be abridged.
3. No reprisals or reprimands of any kind shall be taken by the administrative or elected officials of the Borough of Sea Girt against any participant in the Grievance Procedure by reason of the participation at any level of the Procedure.
4. All documents, communications and records dealing with the processing of a grievance shall be maintained in a file separate and apart from the personnel file or any of the participants. The Association and the Borough

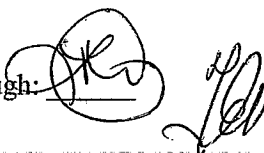
PBA: 

Borough:  

shall have access to such files at all times.

5. All meetings and hearings under this Procedure shall be closed to the public and shall include only such parties in interest and their designated or selected representatives as the grievant and the Association, the Borough and its agents or representatives, deem necessary to the successful resolution of the grievance.

PBA: 

Borough: 

ARTICLE IV


SICK LEAVE


- A. Sick leave is hereby defined to mean absence from post or duty because of illness, accident or exposure to contagious diseases.
- B. All employees with more than one (1) year of service shall be eligible for thirteen (13) sick days per year.
- C. An employee who has been absent on sick leave for more than two (2) consecutive work days may be required to submit acceptable medical evidence substantiating the illness. The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable.
Abuse of sick leave shall be cause for disciplinary action.
- D. In all cases or reported illness or disability suffered by an employee, the Borough reserves the right to send a medical physician to examine the report on the condition of the patient to the department head.
- E. During protracted periods of illness or disability of an employee, the department head may require interim reports on the condition of the patient at weekly or biweekly periods, from the attending physician and/or a Borough Medical physician. When under medical care, employees are expected to conform to the instructions of the attending physician if they wish to qualify for salary payment during such period of illness or disability.

PBA: 

Borough  

- F. The rules which follow apply to the payment of salaries during periods of illness or disability, of regular, permanent full-time employees. Permanent part-time, temporary and seasonal employees are not entitled to compensation for such absences.
- G. No employee shall be allowed to work and endanger the health and well-being of other employees and, if the employee's condition warrants, the employee may be directed to take sick leave. The Department Head may direct the employee to the Borough Physician for an opinion as to the eligibility of the employee to be absent from work or a mutually satisfactory physician chosen by the police officer and the department head, if the police officer elects. If no satisfactory physician can be agreed to, then one selected by the Monmouth Medical Society other than the Borough Physician shall be employed.
- H. Sick leave with pay shall not be allowed if the employee does not report to the physician appointed pursuant to Paragraph G.
- I. An employee who leaves work by reason of illness during the first four hours of his shift will be charged with a full sick day. If the employee leaves after four hours, one-half ($\frac{1}{2}$) day of sick leave will be charged.
- J. If an employee is absent from work for reasons that entitle him to sick leave, the department head or his designated representative shall be notified as early as possible. An employee who is absent for two (2) consecutive days or more and does not notify his department head or some other responsible representative of the Borough on any of the first two (2) days will be subject to dismissal.

PBA: 

Borough: 

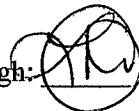


- K. Upon separation from service, each full-time employee shall be entitled to three-fourths ($\frac{3}{4}$) of a day's pay, at the rate in effect at the time of separation for each unused accumulated sick day up to a maximum accumulation of one hundred seventy-five (175) days.
- L. No sick days will be charged for time lost as a result of injury incurred on the job.
- M. In the event of an employee's death prior to separation from the Borough, all accumulated sick leave subject to the provisions of Paragraph J shall be paid to the employee's designated beneficiary. If there shall be no designated beneficiary, the benefits shall be paid to the employee's estate.
- N. In case of death in the immediate family, an employee shall be granted leave and suffer no loss of regular straight time pay. Leave shall be granted from the date of death up to and including the day of the funeral, but in no case shall leave be extended beyond four (4) days. Immediate family shall be defined to include the employee's spouse, child, stepchild, mother, father, brother, sister, stepsister or stepbrother, the employee's grandparents, son-in-law or daughter-in-law and grandchildren.
- O. In case of the death of the employee's mother-in-law and/or father-in-law, an aunt and/or uncle, the employee shall be granted a leave of one day and shall suffer no loss of regular straight time pay to attend the funeral.

PBA:



Borough:



ARTICLE V


VACATION TIME


A. A schedule of vacation time granted to those in continuous employment as specified in the following table:

Six (6) months to one (1) year	- Five (5) working days
One (1) year to five (5) years	- Twelve (12) working days
Five (5) years to ten (10) years	- Fifteen (15) working days
Ten (10) years to twenty-one (21) years	- Twenty (20) working days
Twenty-One (21) years to twenty-four (24) years	- Twenty-One (21) working days
Twenty-Four (24) years and over	- Twenty-Two (22) working days

B. Employees who have perfect attendance for six (6) consecutive months shall be entitled to one (1) additional vacation day to be taken within one (1) year of date of accrual.

C. Vacation schedule is effective on anniversary date. Vacations shall be in accordance with the current standard operating procedure of the police department.

PBA: 


Borough 




ARTICLE VI

SCHEDULING, SHIFTS AND OVERTIME

- A. The standard weekly schedule for Police Department employees shall be forty (40) hours, including a meal break, consisting of one-half hour, all shifts.
- B. Overtime, consisting of time and one-half shall be paid to all employees covered by the Agreement, for hours worked in excess of the normal work day. Officers shall be paid at the rate of one and one-half times the hours of work per day, whether in uniform or not, when required to perform police-related work by the Chief of Police or other superior. This will include court proceedings or at any deposition hearing, but not in civil proceedings. All special functions, with the exception of specified Sea Girt Borough functions, shall be assigned on a voluntary basis and compensatory time shall be granted on an hour-for-hour basis. All overtime shall be paid whenever possible at the next regular pay period for the officer.
- C. If an officer is called to duty on his day off, he shall be paid for all hours worked and shall be guaranteed a minimum of three (3) hours at overtime rate (time and one-half) for a total of three hours pay for the two-hour waiting period between 9 and 11 A.M. for off-duty officers on call for grand jury appearances, or other appearances resulting from a work related incident(s), but not civil proceedings.
- D. If an officer is called back to duty after the termination of his regular shift, he, likewise, shall be guaranteed a minimum of three (3) hours unless he is called back to duty for reasons which relate to his latest shift.

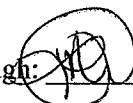
PBA: 

Borough: 



- E. Compensatory time shall be distributed on the basis of one and one-half hours for each hour earned.
- F. A total of one hundred and twenty (120) hours of compensatory time (the conversion at time and one half of eighty [80] hours worked) may be accumulated. It shall be at the sole discretion of the Chief of Police or his designee which permission shall not be unreasonably denied to determine if the requested leave time may be granted giving consideration to the operational demands and needs of the department. Such decision is nongrievable.
- G. The Chief of Police or his designee shall not unilaterally direct the taking of compensatory time.
- H. Once one hundred and twenty (120) hours of time is built up, any excess time must be taken within one (1) year or lost unless the employee and employer agree to extend the time for use or permit such time to accumulate.
- I. Compensatory time may be carried from year to year. An employee may take any of such accumulated time, or any part thereof, in pay at the current year's pay grade at time and one-half. No more than fifteen (15) hours compensatory pay may be turned in for full pay per each pay period.
- J. Shift schedule changes shall only occur when there is a seven (7) day notice period. Where a seven (7) day notice period is not given, the Borough shall pay the effected bargaining unit member the overtime rate of pay for those hours worked inside of the seven (7) day notice requirement.
- K. Employees who have worked the holidays set forth in Schedule B annexed shall


PBA: 


Borough: 



receive one-half (1/2) times the regular rate of pay for all hours worked.

Employees shall be paid in the following pay period after the holiday worked.

PBA: 

Borough: 



ARTICLE VII

PERSONAL LEAVE

- A. Each officer shall be entitled to four (4) personal days with pay each year, without deduction from any other leave time permitted, providing the officer has notified the Chief of Police at least three (3) days in advance. If less than three (3) days notice is given, it shall be at the discretion of the Chief of Police as to whether such leave is granted. Provided further, however, that the Chief of Police shall grant such leave only if, in the exercise of reasonable discretion, he determines that there are sufficient personnel to operate the Department.
- B. Each officer shall be entitled to one (1) floating holiday with pay each year, without deduction from any other leave time permitted, providing the officer has notified the Chief of Police at least three (3) days in advance. If less than three (3) days notice is given, it shall be at the discretion of the Chief of Police as to whether such leave is granted. Provided further, however, that the Chief of Police shall grant such leave only if, in the exercise of reasonable discretion, he determines that there are sufficient personnel to operate the Department. This shall be compensated as straight time.

PBA:




Borough

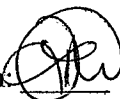


ARTICLE VIII

PERSONAL VEHICLES

- A. When officers use their personal vehicles in the scope of employment whether in or without the Borough limits, they shall be entitled to Thirty-Two (32) cents a mile and tolls and parking expenses, provided however, that the personal vehicle is used only when no Borough vehicle is available and only when authorized, in writing, by the Chief of Police or his designee.
- B. Members of the Police Department covered under this Agreement may be directed in writing by the Chief of Police, or his designee, to utilize their personal vehicles on Borough Police business during their regularly scheduled tour of duty or as otherwise directed by the Chief. Under the foregoing circumstances, the members' insurance is the primary coverage, regardless of limits and the excess of limits, including deductible if any, will revert to the Borough only to the limit of the Borough's insurance coverage.

PBA: 

Borough: 



ARTICLE IX

INSURANCE COVERAGE

- A. Each full-time employee of the Sea Girt Police Department shall be entitled to full family coverage, at no expense to the employee, for basic medical and hospital insurance and major medical currently furnished by Blue Cross/Blue Shield Insurance Company or comparable coverage with another insurer at the discretion of the Borough.
1. Effective May 21, 2010, all employees shall pay 1.5% of base salary towards medical insurance premium.
 2. The 1.5% medical co-payment of base salary will remain in effect during the life of this Agreement. Should the legislative increase this 1.5% co-payment, such amount shall be applicable to this bargaining unit during the life of this Agreement up to 2%.
- B. Each full-time member of the Sea Girt Police Department shall be entitled to dental insurance coverage which will cover the employee and his immediate family. Coverage will be afforded under an insurance plan provided by Blue Cross Blue Shield Insurance Company of New Jersey dated January 1, 2006 or with such insurance carrier offering comparable coverage at the discretion of the Borough.
- C. It is understood and agreed between the parties that the Employer shall have the

PBA:



Borough:



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. Prior to the implementation of the new coverage, the parties shall meet to negotiate the proposed coverage. By the designation of a new carrier, however, the Employer may not reduce the benefits of the Employee. The question of whether or not such benefits are comparable under the new carrier and the existing carrier shall be subject to arbitration as though a final binding arbitration under the Grievance Procedure were in place, but only the terminal provision for binding arbitration shall Employer may not reduce the benefits of the Employee. The question of whether or not such benefits are comparable under the new carrier and the existing carrier shall be subject to arbitration as though a final binding arbitration under the Grievance Procedure were in place, but only the terminal provision for binding arbitration shall apply to the resolution of this dispute.

- D. Personal liability insurance for all Police Department employees shall be maintained, at no expense to the Employee, for libel, slander, defamation, violation of right of privacy, wrongful entry, eviction, occupancy or false arrest, detention or imprisonment, or malicious prosecution, with limits to be mutually agreed upon by the Association and the Mayor and Council or their designees, after consultation with competent insurance advisors.

PBA:



Borough:



DENTAL COVERAGE

BOROUGH OF SEA GIRT

FEE BASIS: The following programs are based upon the Usual, Customary and Reasonable Fee Concept.

PROGRAM: Co-Payment - Preventative & Diagnostic: 100%
Remaining Basic Benefits: 80/20
Crowns, Inlays and Gold Restorations: 50/50
Prosthodontic Benefits: 50/50

The maximum amount payable by Blue Cross Blue Shield Insurance Company of New Jersey for the above dental services provided An eligible patient in any calendar year is \$1,500.00

\$25.00 deductible per patient per calendar year which is not applicable to Preventive and Diagnostic Procedures.

\$75.00 Family Maximum aggregate deductible which is not applicable to Preventive and Diagnostic Procedures.

ORTHODONTIC COVERAGE
(Applicable to dependent children only)

Co-Payment - 100%

Orthodontic Benefits are subject to \$1,000.00 maximum per case which is separate from the maximums mentioned above applicable to Basic and Prosthodontic Benefits.

PBA:



Borough:



UNDERWRITING POLICY AND REQUIREMENTS

All future employees will become eligible for dental benefits on the first day of the month following three full months of continuous full-time employment with a minimum of 32 hours per week, unless otherwise approved by Blue Cross Blue Shield Insurance Company of New Jersey.

All rates are applicable to groups enrolling not later than January 1st, 2006.

THE EMPLOYER MUST CONTRIBUTE THE ENTIRE COST OF THE PREMIUM FOR ALL ELIGIBLE EMPLOYEES AND THEIR DEPENDENTS. AN EMPLOYER MAY ELECT TO PROVIDE A PROGRAM FOR HIS EMPLOYEES ONLY, THEREBY MAKING ALL DEPENDENTS INELIGIBLE IN EITHER CASE, THE EMPLOYEE IS NOT PERMITTED TO MAKE ANY CONTRIBUTION FOR COVERAGE.

PBA:



Borough:



ARTICLE X

CLOTHING ALLOWANCE

- A. The Borough shall continue to provide all equipment and shall supply all uniforms necessary to employees for the purpose of their employment. Each officer shall be granted an annual clothing allowance of Seven Hundred and Fifty Dollars (\$750.00).
- B. Officers will submit their uniform requests to the Chief of Police and such clothing allowances shall be used only to secure articles of uniform or uniform equipment used by officers in the performance of their normal duties.
- C. Any change of uniform or of uniform equipment shall be supplied by the Borough and shall not be charged to the officer's clothing allowance.
- D. All items of special equipment shall be provided by the Borough of Sea Girt.

PBA:



Borough:




ARTICLE XI

COLLEGE INCENTIVE PROGRAM

- A. The Borough will pay for tuition and fees for courses taken by officers who are matriculated at an accredited college in an associates or any other degree program leading to a degree which, in the judgment of the Chief of Police or designee and/or the Council, will be of benefit to the Borough and the officer's function as a member of the Police Department provided:
1. A passing grade is obtained;
 2. The class schedule does not conflict with regular police duty schedule;
 3. The program has been approved in advance by the Chief of Police or his designee, and the officer has been employed by the Borough as a police officer beyond his probationary period;
 4. If the employee leaves the employ of the Borough within three (3) years of the receipt of monies under this Article, he shall remit such monies received back to the Borough.
- B. It is understood and agreed that the courses of study, degree programs, or curriculum shall be analyzed under Paragraph A from the point of view as to the officer's potential benefits to the municipality as an employee of the Police Department and not to his present status.
- C. Each employee, upon successful completion of an AA/AS degree, shall receive a

PBA: 

Borough: 



one-time payment of \$1,500.00. Successful completion of a BA/BS degree shall receive a one-time payment of \$2,500.00. Successful completion of Masters program shall receive a one-time payment of \$3,500.00.

Method of Payment: Payment shall be made in two equal installments, the following calendar year of graduation on January 1st and July 1st.

PBA: _____



Borough: _____



24



ARTICLE XII

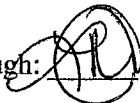
PENSION

Employees shall retain all pension rights under New Jersey Law and the Ordinances of the Borough of Sea Girt.

PBA: _____



Borough: _____



ARTICLE XIII

SALARIES

A. Effective retroactively to January 1, 2010, there shall be a fifteen (15) step Wage Guide as shown below:

	<u>2009</u>	<u>2009 Adj</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Lieutenant	\$113,133	\$113,133	\$114,888	\$116,682	\$118,316	\$120,683
Sergeant	\$105,860	\$105,860	\$107,723	\$109,878	\$111,658	\$113,891
Step 15		\$96,796	\$98,829	\$100,805	\$102,438	\$104,487
Step 14		\$89,748	\$91,632	\$93,465	\$94,979	\$96,879
Step 13		\$83,100	\$84,845	\$86,542	\$87,944	\$89,702
Step 12		\$76,944	\$78,560	\$80,131	\$81,429	\$83,058
Step 11		\$71,245	\$72,741	\$74,195	\$75,397	\$76,905
Step 10		\$65,967	\$67,352	\$68,700	\$69,812	\$71,209
Step 9		\$61,081	\$62,363	\$63,611	\$64,641	\$65,934
Step 8		\$56,556	\$57,744	\$58,899	\$59,853	\$61,050
Step 7		\$52,367	\$53,467	\$54,536	\$55,419	\$56,528
Step 6	\$96,796	\$48,488	\$49,506	\$50,496	\$51,314	\$52,341
Step 5	\$84,854	\$44,896	\$45,839	\$46,756	\$47,513	\$48,463
Step 4	\$73,839	\$41,570	\$42,443	\$43,292	\$43,994	\$44,874
Step 3	\$64,830	\$38,491	\$39,300	\$40,086	\$40,735	\$41,550
Step 2	\$50,871	\$35,640	\$36,388	\$37,116	\$37,717	\$38,472
Step 1-Probationary	\$37,306	\$33,000	\$33,693	\$34,367	\$34,924	\$35,622

1. Effective January 1, 2010, all officers who are at top step of the prior wage guide shall move to Step Fifteen of the new Guide, regardless of their years of service.
2. The Wage Guide above represents across-the-board wage increase at all steps of: 2.10%-2010, 2.00%-2011, 1.62%-2012 and 2.0%-2013.
3. Effective retroactively to January 1, 2010, Officers Joule and Mason shall not be on a step on the Wage Guide and instead receive a 2.42% wage increase. As such, in 2010 Officers Joule and Mason \$75,626 and \$52,102, respectively.
4. Effective January 1, 2011, Officers Joule and Mason shall again not be on a step on the Wage Guide and instead receive a 2.4% wage increase. As such, in 2011

PBA:



Borough:



Officers Joule and Mason \$77,441 and \$53,353, respectively.

5. Effective January 1, 2012, Officers Joule and Mason shall be placed at Step 12 and Step 7, respectively and shall remain in those respective Steps through December 31, 2013. Thereafter, Officers Joule and Mason shall move one step annually on their anniversary date as has been the past practice.
6. Effective upon execution of this Contract, all newly hired police officers shall progress one step annually on their anniversary date.
7. Effective January 1, 2010, all the annual wage for a Sergeant and Lieutenant shall be based on a percentage of Step 15 of the above referenced Wage Guide. The percentage schedule is as follows:

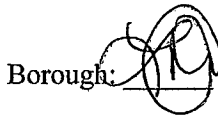
	<u>Lieutenant</u>	<u>Sergeant</u>
2010	16.25%	9.0%
2011	15.75%	9.0%
2012	15.5%	9.0%
2013	15.5%	9.0%

- B. In addition to the foregoing, an officer classified by the Chief of Police as Detective shall receive an additional \$500.00 per annum payable semi-annually on July 1st and December 31st, or the nearest prior pay date of each year.
- C. All patrolman that are required to work alone on the shift day or night will receive an additional compensation of \$1,000.00 which is added to their base salary. This \$1,000.00 also reflects any time which a patrolman and/or detective serve as an officer in charge.

PBA:



Borough:

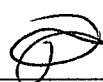


ARTICLE XIV

MANAGEMENT RIGHTS

A. The Borough of Sea Girt 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. 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. To make rules or procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time.
3. 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

PBA: 


Borough:  

recognized. It is understood that nothing within this paragraph shall diminish employee's bargaining rights over negotiable subjects.

4. To hire all employees and 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.
5. Special officers hired by the Borough shall only be utilized for foot and bicycle patrol. Their duties will be to enforce crowd control, Borough Ordinances and traffic control. They will not be used to replace any full-time member of the Sea Girt Police Department.

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. or any other national, state, local laws or regulations, nor shall anything in this Article waive any rights employees have by law.

PBA:




Borough:




ARTICLE XV

WORK-INCURRED INJURY

- A. Employees who are injured, whether slightly or severely, while working, must make an immediate report within eight (8) hours thereof to their Department Head or Supervisor.
- B. The Department Head or Supervisor shall be responsible to see that all information concerning the injury is given to the insurance company. Any injury that must be reported to the New Jersey Public Employee's Retirement System shall be reported to the system by the employee through the Certifying Agent.
- C. Whenever an employee sustains an injury, it shall be the obligation of the Department Head or Supervisor to make immediate arrangements for examination and medical treatment, if necessary or when requested by said employee.
- D. Whenever an employee is incapacitated from duty because of compensable injury or illness sustained in the performance of his duty, he shall receive his full salary, less any amount paid to the said injured member by way of Workers' Compensation benefits. This said salary shall continue during the term and period of temporary compensation benefits and thereafter, until the full measure of temporary disability as measured and authorized by Workers' Compensation is determined. However, any permanent or partial permanent award made to the said employee by any Workers' Compensation court or any other court of competent jurisdiction shall be and remains the property of said employee and

PBA: 

Borough: 



shall not be reimbursed to the employer.

- E. The provisions herein recited in the event of a compensable physical injury or illness to the employee shall not exceed the term of one year from the onset of said physical injury, even though Workers' Compensation temporary compensation benefits will be paid directly to the employee and he/she may retain such monies.

PBA:



Borough:



ARTICLE XVI

OUTSIDE EMPLOYMENT AND ACTIVITIES

- A. Officers shall be entitled to engage in lawful activity and obtain any lawful work while off duty.
- B. It is understood that the full-time officers will consider their position with the Borough as their primary employment. Any outside employment or activity must not interfere with the officer's efficiency in his position with the Borough and must not constitute any conflict of interest.
- C. No officer planning to engage in or engaging in any outside employment or activity during his off duty hours shall be permitted to wear the regulation uniform except for employment in Sea Girt involving traffic control or noise control.
- D. All outside employment shall be listed with the Chief of Police. The information provided to the Chief of Police shall include the outside officer's name, address and work schedule.

PBA:



Borough:





ARTICLE XVII

SEPARABILITY AND SAVINGS

Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the extent that, in the event any clause or clauses shall be finally determined to be in violation of any law, then in such event, such clause or clauses, only to the extent that any may be so in violation shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions of the remainder of any clause, sentence or paragraph in which offending language may appear.

PBA: 

Borough  

ARTICLE XVIII

MAINTENANCE OF WORK OPERATIONS

- A. The Association hereby covenants and agrees that, during the term of this 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 any employee from his position, or stoppage of work, or absence in whole or part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other illegal job action against the Borough. The Association agrees that such action would constitute a material breach of this Agreement.
- B. 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 Association or its members.

PBA:



Borough



ARTICLE XIX

COMPLAINTS AGAINST EMPLOYEES

- A. Whenever there is a civilian complaint in writing filed against any member of the Police Department, the officer against whom it is made shall be notified within two (2) weeks of the complaint and shall be given the opportunity to respond in writing to the complaint within ten (10) days of receipt of such complaint. Failure to do so will result in the employee waiving his rights to respond. The officer's response shall be attached to the original complaint and become a permanent record to the same extent as the complaint.
- B. An employee will be notified if the complaint will become part of his permanent file.

PBA:



Borough:



ARTICLE XX

CONDUCTING ASSOCIATION BUSINESS ON EMPLOYER TIME

The Association President or his designee shall be granted a total of three (3) days' leave with pay to attend educational seminars and/or conferences relating to employer/employee relations. This leave shall not be unreasonably denied and is in addition to any other allotted leave per this Agreement.

PBA:



Borough:



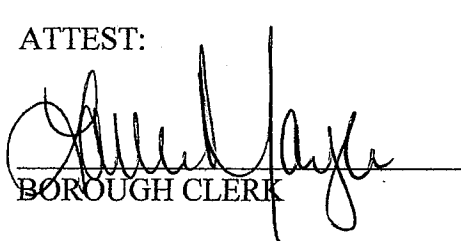
ARTICLE XXI

DURATION OF AGREEMENT

THIS AGREEMENT shall be in full force and effect from January 1, 2010 through December 31, 2013. In the event a successor Agreement has not yet been made, then if the parties mutually agree, this Agreement shall remain in effect until a new Agreement is executed. Negotiations on a successor Agreement will commence at least ninety (90) days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective representatives and appropriately attested.

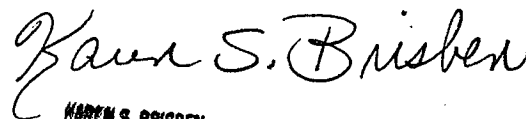
ATTEST:


BOROUGH CLERK


MAYOR/PRESIDENT OF COUNCIL



SEA GIRT P.B.A. LOCAL 50

Sworn + subscribed before me the 27th
day of September, 2010.



KAREN S. BRISBEN
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JULY 19, 2013

PBA: 

Borough: 

Schedule A

Holidays

1. New Years Day
2. Martin Luther King Jr. Birthday (Observed)
3. Lincoln's Birthday
4. Presidents Day
5. Good Friday
6. Memorial Day (Observed)
7. Independence Day
8. Labor Day
9. Columbus Day (Observed)
10. Veterans Day
11. Thanksgiving Day
12. Day after Thanksgiving Day
13. Christmas Day

PBA:



Borough:

