

A G R E E M E N T

B E T W E E N

T H E B O R O U G H O F B R A D L E Y B E A C H

A N D

L O C A L N O . 5 0 O F T H E N E W J E R S E Y S T A T E P . B . A

T H E B R A D L E Y B E A C H P O L I C E D E P A R T M E N T

January 1, 2007 through December 31, 2009

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.....	19
ARTICLE XII - HOLIDAYS.....	21
ARTICLE XIII - CLOTHING ALLOWANCE.....	22
ARTICLE XIV - HOSPITALIZATION AND INSURANCE AND PRESCRIPTION DRUG PLAN.....	23
ARTICLE XV - INJURY LEAVE.....	26
ARTICLE XVI - VACATION.....	28
ARTICLE XVII - DISCHARGE AND SUSPENSION.....	30

ARTICLE XVIII - PENSIONS.....	31
ARTICLE XIX - FALSE ARREST INSURANCE.....	32
ARTICLE XX - DEATH IN FAMILY.....	33
ARTICLE XXI - MISCELLANEOUS.....	34
SIGNATURE PAGE	36
APPENDIX A-1.....	37
APPENDIX A-2.....	38

PREAMBLE

THIS AGREEMENT, entered into this day of , 2007, 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 1st 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 his 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 15th and September 15th. 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 Police Director, 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 and A-2 annexed.

B. Detective Personnel

Any police officer assigned by the Mayor 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 Director of Public Safety 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 Mayor 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 Mayor 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 Mayor 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 Mayor 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:

<u>YEARS OF SERVICE</u>	<u>INCREMENT OF BASS PAYMENT</u>
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.

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 for 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. 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.

ARTICLE XII

HOLIDAYS

A. The following will be recognized as holidays under the Agreement:

New Year's Day

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Martin Luther King Day

Columbus Day

Labor Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Employee's Birthday

Yom Kippur

Easter

B. The 15 holidays hereinabove referred to shall be paid as straight time and included in the Employee's annual base salary.

C. In addition to the hereinabove holidays, 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 15th of each year.

ARTICLE XIII

CLOTHING ALLOWANCE

A. A clothing allowance of Nine Hundred Fifty (\$950.00) Dollars per year shall be provided by the Borough of Bradley Beach for all full time members of the Police Department, excluding probationary officers.

B. A clothing allowance of One Thousand One Hundred Fifty (\$1,150.00) Dollars per year shall be provided by the Borough of Bradley Beach for all full time members of the Detective Bureau of the Police Department.

C. In the event all or part of the present uniform is changed, then such changes shall be borne by the Borough and not be considered part of the yearly clothing allowance.

D. The Borough agrees to replace or repair any uniforms or equipment which is damaged in the execution of an officer's duties, and to allow \$100.00 per year per officer, for cleaning of uniforms.

ARTICLE XIV

HOSPITALIZATION AND INSURANCE AND PRESCRIPTION DRUG PLAN

A. The Borough of Bradley Beach shall provide enrollment in the Blue Cross/Blue Shield plans of the State of New Jersey Health Benefit Program for all full-time members of the Police Department. All present health insurance benefits shall remain in effect until such enrollment is provided. 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, the parties shall meet to negotiate the proposed coverage. By the designation of a new carrier, however, the Employer must provide substantially similar benefits to 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.

B. The Borough shall provide dental insurance for eligible Employees and their dependants 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 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.

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 (\$1.00) Dollar 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 (\$4,000.00) Dollars per year per Employee and eligible dependant. 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. The Borough of Bradley Beach shall continue to provide False Arrest Insurance for all full-time members of the Police Department.

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

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 ($\frac{1}{2}$) 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. Two (2) additional vacation days after the completion of ten (10) years of service;
3. Three (3) additional vacation days after the completion of fifteen (15) years of service.
4. Effective for calendar year 2001 only there shall be two (2) additional vacation days on the above stated chart (paragraphs 1, 2 and 3 of this section).

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 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 3-2-5, page 304 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. Employees covered by this Agreement shall receive an amount equal to fifty (50%) percent for P.B.A. dues annually.

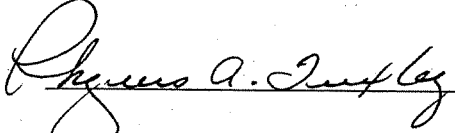
E. It is hereby specifically provided that all members of the Bradley Beach Police Department who are not also members of the P.B.A., Local No. 50, shall pay a fee equivalent to 85% of P.B.A., Local No. 50 membership dues to reimburse the Local for its efforts expended on their behalf.

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

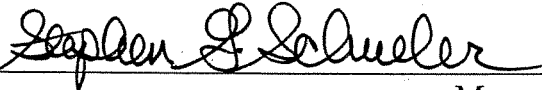
G. The Borough will reimburse an Officer the full tuition cost of an educational class taken, provided the class is deemed to be law enforcement related and applicable to the Officer's job performance and duties. The Chief of Police will have discretion and final say over whether or not the class fits 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.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals
at Bradley Beach, Monmouth County, New Jersey, this 5th day of April, 2007.

ATTEST:


Deputy Borough Clerk

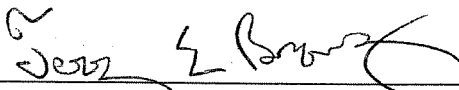

THE BOROUGH OF BRADLEY BEACH

By: 
Mayor

ATTEST:



BOROUGH OF BRADLEY BEACH
POLICEMEN'S BENEVOLENT
ASSOCIATION OF LOCAL NO. 50

By: 
, President

APPENDIX A-1

BASE ANNUAL WAGE

Applicable to Employees Hired Before January 1, 2001

	EFF. 1/1/07	EFF. 1/1/08	EFF. 1/1/09
Probationary 0 - End 12 Months	\$ 43,975	\$ 45,866	\$ 47,930
First Step 13 - 24 Months	53,064	55,346	57,837
Second Step 25 - 36 Months	62,155	64,828	67,745
Third Step 37 - 48 Months	71,243	74,307	77,651
Fourth Step 49 Months and Up	80,330	83,784	87,554
Sergeant	86,767	91,248	96,354
Lieutenant	90,639	95,286	100,574
Captain	94,492	99,775	105,265

APPENDIX A-2

Applicable to Employees Hired After January 1, 2001

	EFF. 1/1/07	EFF. 1/1/08	EFF. 1/1/09
Probationary 0 - End 12 Months	\$ 38,843	\$ 40,513	\$ 42,336
First Step 13 - 24 Months	47,824	49,880	52,125
Second Step 25 - 36 Months	58,088	60,586	63,312
Third Step 37 - 48 Months	68,352	71,291	74,499
Fourth Step 49 Months and Up	80,330	83,784	87,554
Sergeant	86,767	91,248	96,354
Lieutenant	90,639	95,286	100,574
Captain	94,492	99,775	105,265

APPENDIX A-2

Applicable to Employees Hired After January 1, 2007

	EFF. 1/1/07	EFF. 1/1/08	EFF. 1/1/09
Probationary 0 - End 12 Months	\$ 34,304	\$ 35,779	\$ 37,389
First Step 13 - 24 Months	45,811	47,781	49,931
Second Step 25 - 36 Months	57,318	59,783	62,473
Third Step 37 - 48 Months	68,825	71,291	74,499
Fourth Step 49 Months and Up	80,330	83,784	87,554
Sergeant	86,767	91,248	96,354
Lieutenant	90,639	95,286	100,574
Captain	94,492	99,775	105,265

SIDEBAR AGREEMENT

WHEREAS, the Borough of Bradley Beach and Bradley Beach Policemen's Benevolent Association, Local No. 50 - Bradley Beach Unit ("PBA") are parties to a collective negotiations agreement governing all members of the Department of Public Safety, Division of Police on December 31, 2009; and,

WHEREAS, the Borough and the PBA have identified areas of mutual concern within the current Collective Bargaining Agreement, including but not limited to the parties' inclusion of holiday pay in the officer's base wage; and,

WHEREAS, the parties concluded a series of discussions concerning the parties desire to modify the contract to reflect the parties' intent to include the value of holiday leave into the Wage Guide; and,

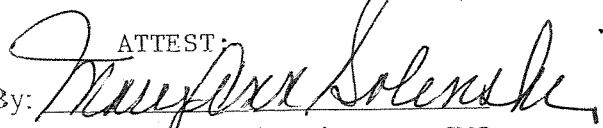
WHEREAS, the Borough and PBA seek to amicably resolve this issue.


THEREFORE, the Borough and the PBA agree, subject to approval and adoption by the Borough's Governing Body and the ratification by the members of the Bradley Beach PBA Local No. 50-Bradley Beach Unit, to the following terms and conditions:

1. Under Article XII remove all reference to holidays and change the heading of this Article to reflect "Personal Days."
2. To modify Appendix A-1 and A-2 to reflect the inclusion of holiday pay to the base wage of every step on the wage guides, pursuant to the following formula: the 2006 base wage divided by 2080 hours to establish an hourly rate. The hourly rate is then multiplied by eight (8) hours resulting in the daily rate. The daily rate is then multiplied by the fifteen (15) holidays established by contract to establish the adjustment to be made at each step of the wage guide.

By this agreement the parties state their intent and in witness whereof, the parties hereto have hereunto set their hands at Borough of Bradley Beach, County of Monmouth, State of New Jersey on this the 13th day of, January 2009.

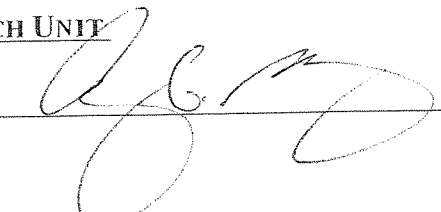
BOROUGH OF BRADLEY BEACH,

ATTEST:
By: 
Mary Ann Solinski, RMC, CMC
Municipal Clerk

By: 
Julie Schreck
Mayor

BRADLEY BEACH PBA LOCAL NO. 50 - BRADLEY BEACH UNIT

By: 

By: 

MEMORANDUM OF AGREEMENT

BETWEEN

BOROUGH OF BRADLEY BEACH

AND

**BRADLEY BEACH POLICE ASSOCIATION
OF P.B.A. LOCAL #50**

The terms of this agreement are to remain in full force and effect until a successor contract has been signed

Contract Term : January 1, 2007 to December 31, 2009

- #1.) The parties agree to the following percentage increases: 2007 – 3.95%, 2008 – 4.30%, 2009 – 4.50%
- #2.) The parties agree to a flat \$100.00 rate to be added to the Night Differential in the year 2007
- #3.) The parties agree to a flat \$200.00 rate to be added to the Clothing Allowance in the year 2007 for uniformed officers making the total rate \$1,050.00. Detectives will receive an additional \$200.00 rate to be added to the Clothing Allowance making the total rate \$1,250.00.
- #4.) The parties agree to a \$500.00 increase between the ranks of Patrolman and Sergeant, Sergeant and Lieutenant, and Lieutenant and Captain for the year 2007. The parties agree to a \$750.00 increase between the ranks of Patrolman and Sergeant, Sergeant and Lieutenant, and Lieutenant and Captain for the year 2008. The parties agree to a \$1,000.00 increase between the ranks of Patrolman and Sergeant, Sergeant and Lieutenant, and Lieutenant and Captain for the year 2009.
- #5.) The parties agree that the Borough will reimburse officers the full tuition cost of an educational class taken, provided the class is deemed to be law enforcement related and applicable to the officers job performance and duties. The Chief of Police will have discretion and final say over whether or not the class fits the criteria. The officer must attend the class on his own time. Taking of classes must not interfere with or place hardships on the Department.

Employees Hire After Jan 1, 2007

WITHOUT HOLIDAY

Probationary 0 - End of 12 Months
 First Step 13-24 Months
 Second Step 25-36 Months
 Third Step 37-48 Months
 Fourth Step 49 Months and Up
 Sergeant
 Lieutenant
 Captain

	500 1.0395	750 1.043	1000 1.045
	Effective 1/1/07	Effective 1/1/08	Effective 1/1/09
	\$34,304	\$35,779	\$37,389
	\$45,811	\$47,781	\$49,931
	\$57,318	\$59,783	\$62,473
	\$68,825	\$71,784	\$75,015
	\$80,330	\$83,784	\$87,554
	\$86,767	\$91,248	\$96,354
	\$90,639	\$95,286	\$100,574
	\$94,942	\$99,775	\$105,264

WITH HOLIDAY

Probationary 0 - End of 12 Months
 First Step 13-24 Months
 Second Step 25-36 Months
 Third Step 37-48 Months
 Fourth Step 49 Months and Up
 Sergeant
 Lieutenant
 Captain

	<u>01/01/07</u>	<u>01/01/08</u>	<u>01/01/09</u>
	\$36,283	\$37,843	\$39,546
	\$48,454	\$50,537	\$52,812
	\$60,625	\$63,232	\$66,077
	\$72,796	\$75,926	\$79,343
	\$84,964	\$88,618	\$92,606
	\$91,773	\$96,512	\$101,913
	\$95,868	\$100,784	\$106,377
	\$100,419	\$105,531	\$111,337

15

Holidays
 Probationary 0 - End of 12 Months
 First Step 13-24 Months
 Second Step 25-36 Months
 Third Step 37-48 Months
 Fourth Step 49 Months and Up
 Sergeant
 Lieutenant
 Captain

	\$1,979	\$2,064	\$2,157
	\$2,643	\$2,757	\$2,881
	\$3,307	\$3,449	\$3,604
	\$3,971	\$4,141	\$4,328
	\$4,634	\$4,834	\$5,051
	\$5,006	\$5,264	\$5,559
	\$5,229	\$5,497	\$5,802
	\$5,477	\$5,756	\$6,073

500 750 1.045
1.0395 1.043 1.045

Employees Hire Before Jan 1, 2001

WITHOUT HOLIDAY

	2006	2006 Adjusted	Effective 1/1/07	Effective 1/1/08	Effective 1/1/09
Probationary 0 - End of 12 Months	\$42,304	\$42,304	\$43,975	\$45,866	\$47,930
First Step 13-24 Months	\$51,048	\$51,048	\$53,064	\$55,346	\$57,837
Second Step 25-36 Months	\$59,793	\$59,793	\$62,155	\$64,827	\$67,745
Third Step 37-48 Months	\$68,536	\$68,536	\$71,243	\$74,307	\$77,650
Fourth Step 49 Months and Up	\$77,278	\$77,278	\$80,330	\$83,785	\$87,555
Sergeant	\$82,989	\$82,989	\$86,767	\$91,248	\$96,354
Lieutenant	\$86,714	\$86,714	\$90,639	\$95,287	\$100,575
Captain	\$90,853	\$90,853	\$94,942	\$99,774	\$105,264

WITH HOLIDAY

	2006	2006 Adjusted	01/01/07	01/01/08	01/01/09
Probationary 0 - End of 12 Months	\$44,745	\$44,745	\$46,512	\$48,512	\$50,695
First Step 13-24 Months	\$53,993	\$53,993	\$56,126	\$58,539	\$61,173
Second Step 25-36 Months	\$63,243	\$63,243	\$65,741	\$68,568	\$71,653
Third Step 37-48 Months	\$72,490	\$72,490	\$75,353	\$78,594	\$82,130
Fourth Step 49 Months and Up	\$81,736	\$81,736	\$84,965	\$88,618	\$92,606
Sergeant	\$87,777	\$87,777	\$91,773	\$96,512	\$101,913
Lieutenant	\$91,717	\$91,717	\$95,868	\$100,784	\$106,377
Captain	\$96,095	\$96,095	\$100,419	\$105,530	\$111,337

Holidays

	15				
Probationary 0 - End of 12 Months	\$2,441	\$2,441	\$2,537	\$2,646	\$2,765
First Step 13-24 Months	\$2,945	\$2,945	\$3,061	\$3,193	\$3,337
Second Step 25-36 Months	\$3,450	\$3,450	\$3,586	\$3,740	\$3,908
Third Step 37-48 Months	\$3,954	\$3,954	\$4,110	\$4,287	\$4,480
Fourth Step 49 Months and Up	\$4,458	\$4,458	\$4,634	\$4,834	\$5,051
Sergeant	\$4,788	\$4,788	\$5,006	\$5,264	\$5,559
Lieutenant	\$5,003	\$5,003	\$5,229	\$5,497	\$5,802
Captain	\$5,242	\$5,242	\$5,477	\$5,756	\$6,073

Employees After Jan 1, 2001

500 750
1.0395 1.043 1.045

	2006	2006 Adjusted	Effective 1/1/07	Effective 1/1/08	Effective 1/1/09
WITHOUT HOLIDAY					
Probationary 0 - End of 12 Months	\$37,367	\$37,367	\$38,843	\$40,513	\$42,336
First Step 13-24 Months	\$46,007	\$46,007	\$47,824	\$49,881	\$52,125
Second Step 25-36 Months	\$55,881	\$55,881	\$58,088	\$60,586	\$63,312
Third Step 37-48 Months	\$65,755	\$65,755	\$68,352	\$71,291	\$74,500
Fourth Step 49 Months and Up	\$77,278	\$77,278	\$80,330	\$83,785	\$87,555
Sergeant	\$82,989	\$82,989	\$86,767	\$91,248	\$96,354
Lieutenant	\$86,714	\$86,714	\$90,639	\$95,287	\$100,575
Captain	\$90,853	\$90,853	\$94,942	\$99,774	\$105,264

WITH HOLIDAY

	2006	2006 Adjusted	01/01/07	01/01/08	01/01/09
Probationary 0 - End of 12 Months	\$39,523	\$39,523	\$41,084	\$42,851	\$44,779
First Step 13-24 Months	\$48,661	\$48,661	\$50,583	\$52,758	\$55,133
Second Step 25-36 Months	\$59,105	\$59,105	\$61,440	\$64,081	\$66,965
Third Step 37-48 Months	\$69,549	\$69,549	\$72,296	\$75,404	\$78,798
Fourth Step 49 Months and Up	\$81,736	\$81,736	\$84,965	\$88,618	\$92,606
Sergeant	\$87,777	\$87,777	\$91,773	\$96,512	\$101,913
Lieutenant	\$91,717	\$91,717	\$95,868	\$100,784	\$106,377
Captain	\$96,095	\$96,095	\$100,419	\$105,530	\$111,337

Holidays

	15				
Probationary 0 - End of 12 Months	\$2,156	\$2,156	\$2,241	\$2,337	\$2,442
First Step 13-24 Months	\$2,654	\$2,654	\$2,759	\$2,878	\$3,007
Second Step 25-36 Months	\$3,224	\$3,224	\$3,351	\$3,495	\$3,653
Third Step 37-48 Months	\$3,794	\$3,794	\$3,943	\$4,113	\$4,298
Fourth Step 49 Months and Up	\$4,458	\$4,458	\$4,634	\$4,834	\$5,051
Sergeant	\$4,788	\$4,788	\$5,006	\$5,264	\$5,559
Lieutenant	\$5,003	\$5,003	\$5,229	\$5,497	\$5,807
Captain	\$5,242	\$5,242	\$5,477	\$5,756	\$6,073

2080



OFFICE OF THE COUNTY PROSECUTOR
COUNTY OF MONMOUTH

71 MONUMENT PARK
FREEHOLD, NEW JERSEY 07728-1789

732/431-7160

LUIS A. VALENTIN
MONMOUTH COUNTY PROSECUTOR

Court House Executive Section	FAX 732-409-3673	Annex A Forensic Unit	FAX 732-431-7059
Court House Family Division	FAX 732-866-3644	Annex A Forfeiture Unit	FAX 732-780-6248
Court House Fugitive Unit	FAX 732-294-5400	Annex A Homicide Unit	FAX 732-845-2027
Court House Intake/Screening	FAX 732-845-0840	Annex A ITU Unit	FAX 732-683-2178
Court House Trial Unit	FAX 732-866-3623	Annex A Reception Unit	FAX 732-409-7521
Court House Victim/Witness Unit	FAX 732-845-2005	Annex A Records/Tcam II	FAX 732-431-7025
Annex A Administration Unit	FAX 732-462-4815	Annex A Special Operations	FAX 732-431-1594
Annex A Administration-Grants Unit	FAX 732-409-0184	Annex B Appellate Unit	FAX 732-409-7549
Annex A Computer Crime Unit	FAX 732-780-2377	Annex B Megan's Law Unit	FAX 732-577-5804
Annex A Docket Unit	FAX 732-577-5841	Annex B Sex Crimes Unit	FAX 732-780-7502
Annex A Economic Crime Unit	FAX 732-866-0163	Annex D Narcotic Unit	FAX 732-751-2234
Annex A Evidence Vault	FAX 732-431-7709	Annex D Gang Investigations	FAX 732-919-2894
Annex A Inv. Administration	FAX 732-431-7015	Asbury Park Satellite Office	FAX 732-988-4415

TO: Mayor Schreck
 FROM: Det. James Arnold
 DATE: 1-23-09

PHONE: _____
 PHONE: _____
 TIME: _____

TOTAL NUMBER OF PAGES INCLUDING THIS TRANSMISSION FORM: 5

COMMENTS/DIRECTIONS:

CONFIDENTIALITY NOTICE

The information contained in this facsimile transmission from the Monmouth County Prosecutor's Office may be privileged and confidential and is intended for the sole use of the persons or entities named on this transmittal cover sheet. If you are not an intended recipient of this transmission, the dissemination, distribution, copying or use of the information it contains is strictly prohibited. If you have received this transmission in error, please call the sender immediately to arrange for the return of this information.

TELEFACSIMILE NUMBER HERE IS: 732-751-2234

<http://www.prosecutor.co.monmouth.nj.us>
 e-mail prosecutor@prosecutor.co.monmouth.nj.us