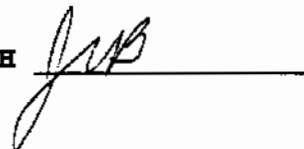
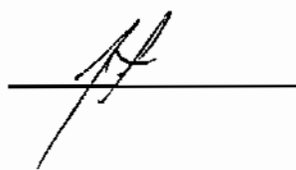


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CONTRACT BETWEEN
PINE BEACH POLICE
(P.B.A. LOCAL 253)
AND THE
BOROUGH OF PINE BEACH, NEW JERSEY
JANUARY 1, 1996 - DECEMBER 31, 1998

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PRINCIPLES

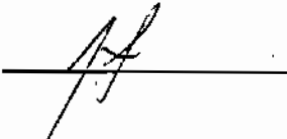
A. THIS AGREEMENT IS NEGOTIATED IN ORDER TO ESTABLISH THE TERMS AND CONDITION OF EMPLOYMENT OF ALL MEMBERS OF THE PINE BEACH POLICE DEPARTMENT AS CLASSIFIED IN ARTICLE I OF THIS AGREEMENT.

B. THE BOROUGH AND THE P.B.A. RECOGNIZE THE IMPORTANCE OF ORDERLY, JUST, AND EXPEDITIOUS RESOLUTION OF DISPUTES THAT MAY ARISE OUT OF THE INTERPRETATION, MISINTERPRETATION, OR IMPLEMENTATION OF THIS AGREEMENT OR ANY POLICIES OR REGULATIONS OF THE BOROUGH. BOTH THE BOROUGH AND THE P.B.A. AGREE UPON A GRIEVANCE PROCEDURE FOR DEALING WITH ANY DISPUTES.

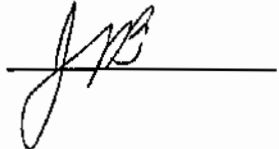
C. THE BOROUGH AND THE P.B.A. AGREE TO ACCEPT THE PROVISIONS OF THIS AGREEMENT AS COMMITMENTS AND WILL COOPERATIVELY SUPPORT AND SEEK TO FULFILL THEM IN GOOD FAITH.

D. THE PROVISIONS OF THE AGREEMENT WILL BE A BINDING OBLIGATION TO BOTH PARTIES FOR IT'S DURATION. IN THE EVENT THAT A SUCCESSOR AGREEMENT IS NOT REACHED BY THE EXPIRATION OF THE CURRENT AGREEMENT, ALL PROVISIONS OF THE CURRENT AGREEMENT WILL CONTINUE IN FULL FORCE UNTIL A SUCCESSOR AGREEMENT IS PLACED IN WRITING AND SIGNED BY BOTH PARTIES. ANY PROVISION, POLICY, RULE, OR REGULATION OF THE BOROUGH OR THE P.B.A. THAT IS IN CONFLICT WITH ANY PROVISION OF THIS AGREEMENT WILL BE SUPERSEDED AND REPLACED BY THIS AGREEMENT. ANY CHANGES TO PRE-EXISTING POLICY, RULES, OR REGULATIONS WILL NOT BE RETROACTIVE UNLESS SO STATED. THIS AGREEMENT MAY BE AMENDED ONLY IN WRITING BY MUTUAL CONSENT OF THE PARTIES.

P.B.A.



BOROUGH OF PINE BEACH



ARTICLE I
RECOGNITION


A. DEFINITION OF BARGAINING UNIT/EMPLOYEE.

THE BOROUGH RECOGNIZES THE PINE BEACH POLICE (P.B.A. LOCAL253) AS THE SOLE AND EXCLUSIVE BARGAINING REPRESENTATIVE FOR ALL PERMANENT FULL-TIME POLICE OFFICERS AND DETECTIVES BELOW THE RANK OF CHIEF FOR THE PURPOSE OF REPRESENTATION AND COLLECTIVE BARGAINING WITH REGARDS TO MATTERS PERTAINING TO WAGES, HOURS, AND CONDITIONS OF EMPLOYMENT AND ANY OTHER PROVISIONS IN THIS AGREEMENT.

B. DEFINITION OF EMPLOYEE

UNLESS OTHERWISE INDICATED, THE TERM "EMPLOYEE" WHEN USED HEREINAFTER IN THIS AGREEMENT, SHALL REFER TO ALL EMPLOYEES REPRESENTED BY THE P.B.A. IN THE BARGAINING UNIT AS ABOVE DEFINED, AND REFERENCES TO MALE EMPLOYEES SHALL INCLUDE FEMALE EMPLOYEES.

P.B.A.



BOROUGH OF PINE BEACH

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ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. POLICY CHANGES

CONSISTENT WITH CHAPTER 123, P.L. OF N.J. 1975, THE BOROUGH WILL NOT AFFECT ANY CHANGES IN POLICY CONCERNING TERMS AND CONDITIONS OF EMPLOYMENT EXCEPT THOSE THAT ARE NEGOTIATED AND INCLUDED AS PART OF THIS AGREEMENT.

B. THE BOROUGH AGREES TO INITIATE NEGOTIATIONS WITH THE P.B.A. OVER A SUCCESSOR AGREEMENT NO LATER THAN 120 DAYS PRIOR TO THE EXPIRATION OF THE CURRENT AGREEMENT. ANY SUCCESSOR AGREEMENT WILL APPLY TO ALL MEMBERS OF THE POLICE DEPARTMENT LISTED IN ARTICLE I SECTION A AND WILL BE REDUCED IN WRITING AND SIGNED REPRESENTATIVES OF THE BOROUGH AND THE P.B.A..

C. NEGOTIATIONS WILL COMMENCE WITHIN 15 DAYS OF RECEIPT BY THE BOROUGH OF A PROPOSAL TO NEGOTIATE FROM THE P.B.A., UNLESS OTHERWISE AGREED UPON THE BOROUGH AND THE P.B.A.. DURING NEGOTIATIONS, EITHER THE BOROUGH OR THE P.B.A. MAY USE THE SERVICES OF OUTSIDE CONSULTANTS OR LAY REPRESENTATIVES AT ANY TIME TO ASSIST IN THE NEGOTIATIONS.

D. IF MEMBERS OF THE P.B.A. BARGAINING UNIT ARE REQUIRED TO PARTICIPATE CONFERENCES OR NEGOTIATION MEETINGS DURING THEIR WORKING HOURS, THEY WILL SUFFER NO LOSS IN PAY. IN THE EVENT THIS SITUATION DOES OCCUR, ARRANGEMENTS FOR POLICE COVERAGE DURING THE CONFERENCE OR NEGOTIATIONS MEETING WILL BE MADE BY THE PARTY ON DUTY. THIS PROVISION SHALL NOT APPLY TO MEETINGS SET AND CONDUCTED BY THE BARGAINING UNIT

P.B.A. 

BOROUGH OF PINE BEACH 

ARTICLE II CONTINUED

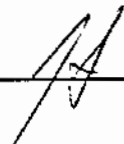
FOR PLANNING OR DISCUSSION WITHOUT CONCURRENT PARTICIPATION BY THE BOROUGH.

E. MODIFICATION

THIS AGREEMENT SHALL NOT BE MODIFIED IN WHOLE OR IN PART UNLESS AGREED UPON BY BOTH THE BOROUGH AND THE P.B.A.. ANY MODIFICATION WILL BE IN WRITING AND SIGNED BY BOTH PARTIES.

F. UNLESS SPECIFIED IN WRITING NOTHING IN THIS AGREEMENT SHALL BE INTERPRETED OR APPLIED TO ELIMINATE, REDUCE, OR RETRACT FROM AN EMPLOYEE ANY BENEFIT THAT EXISTED PRIOR TO ITS EFFECTIVE DATE.

P.B.A.



BOROUGH OF PINE BEACH

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ARTICLE III

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. GRIEVANCE

"GRIEVANCE" IS A CLAIM BY AN EMPLOYEE OR THE P.B.A. BASED UPON THE INTERPRETATION, APPLICATION, OR VIOLATION OF THIS AGREEMENT, POLICIES OR ADMINISTRATIVE DECISIONS AFFECTING A PATROLMAN OR A GROUP OF PATROLMEN.

2. AGGRIEVED PERSON

AN "AGGRIEVED PERSON" IS THE PERSON OR PERSONS OR THE P.B.A. ON WHOSE BEHALF THE CLAIM IS MADE.

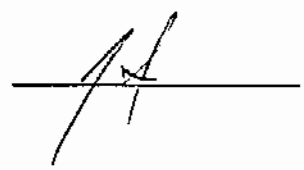
B. PURPOSE

THE PURPOSE OF THIS PROCEDURE IS TO SECURE, AT THE LOWEST POSSIBLE LEVEL, EQUITABLE SOLUTIONS TO THE PROBLEMS WHICH MAY FROM TIME TO TIME ARISE AFFECTING EMPLOYEES. BOTH PARTIES AGREE THAT THESE PROCEEDINGS WILL BE KEPT AS INFORMAL AND CONFIDENTIAL AS MAY BE APPROPRIATE AT ANY LEVEL OF THE PROCEDURE.

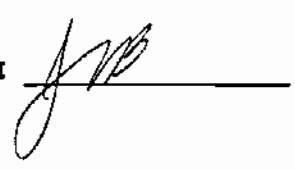
C. PROCEDURE

1. TIME LIMITS, THE NUMBER OF DAYS INDICATED AT EACH LEVEL SHOULD BE CONSIDERED AS A MAXIMUM AND EVERY EFFORT SHOULD BE MADE TO EXPEDITE THE PROCESS. THE TIME LIMITS SPECIFIED MAY, HOWEVER, BE EXTENDED BY MUTUAL AGREEMENT. IN COMPUTING ANY PERIOD OF TIME CALLED FOR IN THIS ARTICLE, THE DAY OF THE ACT OR EVENT FROM WHICH THE PERIOD BEGINS TO RUN IS NOT TO BE INCLUDED. THE LAST DAY OF THE PERIOD IS TO

P.B.A.



BOROUGH OF PINE BEACH



ARTICLE III CONTINUED

BE INCLUDED, UNLESS IT IS A SATURDAY, SUNDAY, OR LEGAL HOLIDAY, IN WHICH EVENT THE PERIOD RUNS UNTIL THE END OF THE NEXT DAY WHICH IS NEITHER A SATURDAY, SUNDAY, NOR LEGAL HOLIDAY. IN COMPUTING A TIME OF LESS THAN (SEVEN) 7 DAYS, SATURDAY, SUNDAY, AND LEGAL HOLIDAYS SHALL BE EXCLUDED.

GRIEVANCE PROCEDURE

1. THIRTY (30) DAYS FROM THE DATE OF OCCURRENCE SHALL BE THE TIME LIMIT TO INSTITUTE A GRIEVANCE.

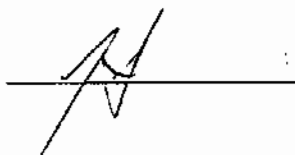
2. LEVEL ONE

A MEMBER WITH A GRIEVANCE SHALL FIRST DISCUSS IT WITH HIS IMMEDIATE SUPERVISOR, EITHER DIRECTLY OR THROUGH THE ASSOCIATION'S DESIGNATED REPRESENTATIVE, WITH THE OBJECTIVE OF RESOLVING THE MATTER INFORMALLY.

3. LEVEL TWO-BOROUGH

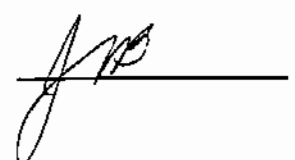
IF THE AGGRIEVED PERSON IS NOT SATISFIED THE DISPOSITION OF HIS GRIEVANCE AT LEVEL ONE, OR IF NO DECISION HAS BEEN RENDERED WITHIN FIVE (5) DAYS AFTER THE PRESENTATION OF THE GRIEVANCE, HE MAY FILE THE GRIEVANCE IN WRITING WITH THE ASSOCIATION WITHIN FIVE (5) DAYS AFTER THE DECISION AT LEVEL ONE OR TEN (10) DAYS AFTER THE GRIEVANCE WAS PRESENTED, WHICHEVER IS SOONER. WITHIN FIVE (5) DAYS AFTER RECEIVING THE WRITTEN GRIEVANCE, THE ASSOCIATION SHALL REFER IT TO THE BOROUGH PERSONNEL COMMITTEE.

P.B.A.



BOROUGH OF PINE BEACH

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ARTICLE III CONTINUED

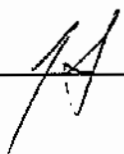
4. LEVEL THREE-ARBITRATION

(A) IF THE AGGRIEVED PERSON IS NOT SATISFIED WITH THE DISPOSITION OF HIS GRIEVANCE AT LEVEL TWO, OR IF NO DECISION HAS BEEN RENDERED WITHIN TEN (10) DAYS AFTER THE GRIEVANCE WAS DELIVERED TO THE BOROUGH, HE MAY, WITHIN FIVE (5) DAYS AFTER A DECISION BY THE BOROUGH OR FIFTEEN (15) DAYS AFTER THE GRIEVANCE WAS DELIVERED TO THE BOROUGH WHICHEVER IS SOONER, REQUEST IN WRITING THAT THE P.B.A. SUBMIT ITS GRIEVANCE TO ARBITRATION. IF THE ASSOCIATION DETERMINES THAT THE GRIEVANCE IS MERITORIOUS, IT MAY SUBMIT THE GRIEVANCE TO ARBITRATION WITHIN FIFTEEN (15) DAYS AFTER RECEIPT OF A REQUEST BY THE AGGRIEVED PERSON.


(B) WITHIN TEN (10) DAYS AFTER SUCH WRITTEN NOTICE OF SUBMISSION TO ARBITRATION, THE BOROUGH AND THE P.B.A. SHALL ATTEMPT TO AGREE UPON A MUTUALLY ACCEPTABLE ARBITRATOR AND SHALL OBTAIN A COMMITMENT FROM SAID ARBITRATOR TO SERVE. IF THE PARTIES ARE WITHIN THE SPECIFIED PERIOD, A REQUEST FOR A LIST OF ARBITRATORS MAY BE MADE TO THE AMERICAN ARBITRATION ASSOCIATION BY EITHER PARTY. THE PARTIES SHALL THEN BE BOUND BY THE RULES AND PROCEDURES OF THE AMERICAN ARBITRATION ASSOCIATION IN THE SELECTION OF AN ARBITRATOR.

(C) THE ARBITRATOR SO SELECTED SHALL CONFER WITH REPRESENTATIVES OF THE BOROUGH AND THE P.B.A. AND HOLD HEARINGS PROMPTLY AND SHALL ISSUE HIS DECISION NOT LATER THAN TWENTY (20) DAYS FROM THE DATE OF THE CLOSE OF THE HEARINGS OR, IF ORAL HEARINGS HAVE BEEN WAIVED, THEN

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BOROUGH OF PINE BEACH



ARTICLE III CONTINUED

FROM THE DATE THE FINAL STATEMENTS AND PROOFS ON THE ISSUES ARE SUBMITTED TO HIM. THE ARBITRATOR'S DECISION SHALL BE IN WRITING AND SHALL SET FORTH HIS FINDINGS OF FACT, REASONING AND CONCLUSIONS ON THE ISSUES SUBMITTED. THE ARBITRATOR SHALL BE WITHOUT POWER OR AUTHORITY TO MAKE ANY DECISION WHICH REQUIRES THE COMMISSION OF AN ACT PROHIBITED BY LAW OR WHICH IS VIOLATION OF THE TERMS OF THIS AGREEMENT. THE DECISION OF THE ARBITRATOR SHALL BE SUBMITTED TO THE BOROUGH AND THE P.B.A. AND SHALL BE FINAL AND BINDING ON THE PARTIES.

(D) IN THE EVENT THAT ARBITRABILITY OF A GRIEVANCE IS AT ISSUE BETWEEN THE PARTIES, JURISDICTION TO RESOLVE THE ISSUE SHALL REST SOLELY WITH THE ARBITRATOR SELECTED IN ACCORDANCE WITH THE PROVISIONS OF SECTION C.5 (b) OF THIS ARTICLE.

(E) THE COST FOR THE SERVICES OF THE ARBITRATOR, INCLUDING PER DIEM EXPENSES, IF ANY, AND ACTUAL AND NECESSARY TRAVEL, SUBSISTENCE EXPENSES AND THE COST OF THE HEARING ROOM SHALL BE BORNE EQUALLY BY THE BOROUGH AND THE P.B.A. ANY OTHER EXPENSES INCURRED SHALL BE PAID BY THE PARTY INCURRING SAME.

D. RIGHTS OF EMPLOYEE AND P.B.A. TO REPRESENTATION

1. ANY AGGRIEVED PERSON MAY BE REPRESENTED AT ALL STAGES OF THE GRIEVANCE PROCEDURE BY HIMSELF, OR, AT HIS OPTION BY A REPRESENTATIVE(S) SELECTED OR APPROVED BY THE P.B.A. WHEN AN EMPLOYEE IS NOT REPRESENTED BY THE P.B.A., THE P.B.A. SHALL HAVE THE RIGHT TO BE PRESENT AND TO STATE ITS VIEWS AT ALL STAGES OF THE GRIEVANCE

P.B.A. _____

BOROUGH OF PINE BEACH _____

ARTICLE III CONTINUED

PROCEDURE.

2. REPRISALS

NO REPRISALS OF ANY KIND SHALL BE TAKEN BY THE BOROUGH OR BY ANY MEMBER OF THE ADMINISTRATION AGAINST ANY PARTY IN INTEREST, ANY REPRESENTATIVE, ANY MEMBER OF THE ASSOCIATION OTHER ASSOCIATION, OR ANY OTHER PARTICIPANT IN THE GRIEVANCE PROCEDURE BY REASON OF SUCH PARTICIPATION.

E. MISCELLANEOUS

1. GROUP GRIEVANCE

IF, IN THE JUDGMENT OF THE P.B.A., A GRIEVANCE AFFECTS A GROUP OR CLASS OF PATROLMEN, THE ASSOCIATION MAY SUBMIT SUCH GRIEVANCE IN WRITING TO THE CHIEF OF POLICE AND THE BOROUGH AND THE PROCESSING OF SUCH GRIEVANCE SHALL BE COMMENCED AT LEVEL TWO. THE ASSOCIATION MAY PROCESS SUCH A GRIEVANCE THROUGH ALL LEVELS OF THE GRIEVANCE PROCEDURE EVEN THOUGH THE AGGRIEVED PERSON DOES NOT WISH TO DO SO.

P.B.A. _____

BOROUGH OF PINE BEACH _____

ARTICLE IV

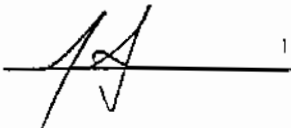
EMPLOYEE RIGHTS AND PRIVILEGES

A. PURSUANT TO CHAPTER 123, PUBLIC LAWS 1975, THE BOROUGH AGREES THAT EVERY EMPLOYEE SHALL HAVE THE RIGHT FREELY TO ORGANIZE, JOIN AND SUPPORT THE P.B.A. AND ITS, AFFILIATES FOR THE PURPOSE COLLECTIVE NEGOTIATIONS OR ANY OF IT'S OTHER ACTIVITIES.

B. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO DENY OR RESTRICT ANY RIGHTS ANY EMPLOYEE MAY HAVE UNDER NEW JERSEY LAW OR ANY OTHER APPLICABLE LAW. THE RIGHTS GRANTED TO EMPLOYEES IN THIS AGREEMENT WILL BE CONSIDERED TO BE IN ADDITION TO THOSE PROVIDED ELSEWHERE.

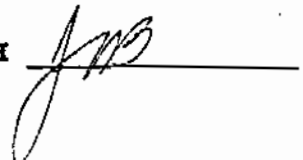
C. NO EMPLOYEE WILL BE DISCIPLINED, REPRIMANDED, REDUCED IN RANK, OR COMPENSATION WITHOUT JUST CAUSE. ANY SUCH ACTION TAKEN BY THE BOROUGH, OR ANY ITS AGENTS OR REPRESENTATIVES WILL NOT BE MADE PUBLIC AND SHALL BE SUBJECT TO THE GRIEVANCE PROCEDURE AS PROVIDED FOR IN THIS AGREEMENT. ANY SUSPENSION AND/OR DISMISSAL OF ANY EMPLOYEE SHALL BE IN ACCORDANCE WITH TITLE N.J.S.A. TITLE40A:.

P.B.A.



BOROUGH OF PINE BEACH

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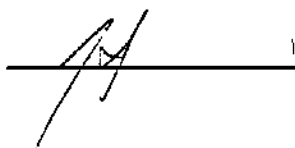


ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

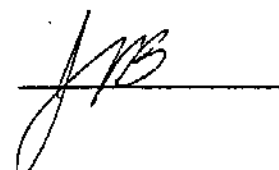
A. THE BOROUGH AGREES TO PROVIDE THE P.B.A. WITH ANY AND ALL DOCUMENTS OR INFORMATION THAT ARE AVAILABLE TO THE PUBLIC OR THE P.B.A. AS REQUIRED BY LAW FOR THE PURPOSE OF PROCESSING ANY GRIEVANCE OR COMPLAINT RECEIVED BY THE P.B.A.. THE BOROUGH WILL ALSO PROVIDE ANY AND ALL DOCUMENTS THAT PERTAIN TO THE BUDGETS AND FINANCES OF THE BOROUGH AS PROVIDED FOR BY LAW AND PUBLIC INFORMATION FOR THE PURPOSE OF NEGOTIATING FUTURE AGREEMENTS.. THE DUTIES OF THE BOROUGH IN THIS REGARD ARE TO RESPOND TO REQUEST MADE BY THE P.B.A. FOR THE PRODUCTION OF THE DOCUMENTATION REFERENCED ABOVE.

P.B.A.



BOROUGH OF PINE BEACH

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ARTICLE VI

WORK-YEAR-WORK-WEEK

THE WORK YEAR OF EMPLOYEES SHALL BE AS FOLLOWS: JANUARY 1, TO
DECEMBER 31.

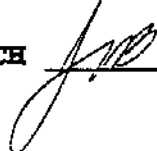
THE WORK WEEK FOR EMPLOYEE'S WILL BE FIVE CONSECUTIVE DAYS, EACH
CONSISTING OF AN EIGHT (8) HOUR SHIFT, WITH THE FOLLOWING 2 DAYS OFF.
ANY CHANGE MUST BE AGREED UPON BY AN INDIVIDUAL EMPLOYEE.

P.B.A.



BOROUGH OF PINE BEACH

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ARTICLE VII
WORK SCHEDULE

A. DAILY WORK SCHEDULE

1. THE WORK SCHEDULE FOR EMPLOYEES WILL BE POSTED NO LATER THAN 72 HOURS PRIOR TO IMPLEMENTATION.

2. THE EMPLOYEES WORK SHIFT WILL BE EIGHT (8) HOURS PER DAY INCLUDING A THIRTY (30) MINUTE MEAL PERIOD. ALL EMPLOYEES SCHEDULED TO WORK SHALL BE ADVISED OF A REGULAR STARTING AND QUITTING TIME. ANY INVOLUNTARY CHANGE SHALL BE SUBJECT TO ARTICLE III OF THIS AGREEMENT.

B. CALL TIME AND OVERTIME

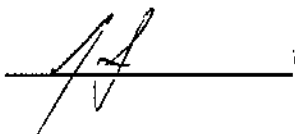
1. ANY EMPLOYEE CALLED TO RETURN TO WORK OUTSIDE OF HIS/HER REGULARLY SCHEDULED SHIFT SHALL BE PAID A MINIMUM OF TIME AND ONE HALF PER HOUR AND SHALL BE PAID A MINIMUM OF THREE (3) HOURS.

2. OVERTIME WILL BE PAID AT THE RATE OF TIME AND ONE HALF THE EMPLOYEE'S REGULAR HOURLY RATE OF PAY FOR ALL TIME WORKED, INCLUDING TRAINING, EXCESS OF FORTY (40) HOURS IN ANY WORK WEEK. FOR THE PURPOSE OF DETERMINING THE OVERTIME, THE FOLLOWING SHALL COUNT AS REGULAR WORK DAYS;

- A. HOLIDAYS.
- B. PAID SICK DAYS.
- C. PAID VACATION DAYS.
- D. OTHER APPROVED PAID LEAVES.

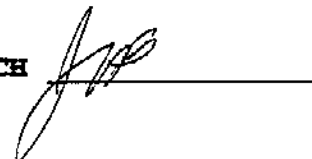
3. OVERTIME SHALL BE OFFERED TO ALL REGULAR MEMBERS OF THE DEPARTMENT FIRST, BY ORDER OF SENIORITY ON A ROTATING BASIS.

P.B.A.



BOROUGH OF PINE BEACH

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ARTICLE VII CONTINUED

4. A CLEAN-UP PERIOD OF FIFTEEN (15) MINUTES WILL BE GRANTED PRIOR TO THE END OF THE WORK SHIFT.

5. COMPENSATORY TIME

A. EMPLOYEES MAY, AT THEIR OPTION, ELECT TO RECEIVE COMPENSATORY TIME OFF IN LIEU OF OVERTIME COMPENSATION. COMPENSATORY TIME SHALL BE COMPUTED IN THE SAME MANNER AS OVERTIME COMPENSATION; THAT IS, ONE AND ONE-HALF HOURS OF COMPENSATORY TIME FOR EACH HOUR WORKED.

B. AN EMPLOYEE SHALL NOTIFY THE CHIEF OR THE APPROPRIATE BOROUGH OFFICIAL IN CHARGE OF POLICE TIME RECORDS NO LATER THAN FORTY-EIGHT (48) HOURS AFTER THE OVERTIME IS WORKED THAT HE/SHE IS ELECTING TO RECEIVE COMPENSATORY TIME IN LIEU OF OVERTIME COMPENSATION. IN THE ABSENCE OF SUCH NOTICE, THE EMPLOYEE WILL RECEIVE OVERTIME COMPENSATION PURSUANT NORMAL PAYROLL PROCEDURE.

C. THE SCHEDULING OF COMPENSATORY TIME OFF SHALL BE SUBJECT TO THE APPROVAL OF THE CHIEF BASED UPON THE NEEDS OF THE DEPARTMENT. SUCH APPROVAL SHALL NOT BE UNREASONABLY WITHHELD.

D. ANY UNUSED COMPENSATORY TIME REMAINING AS OF DECEMBER 31 OR NOT SCHEDULED TO BE UTILIZED AS OF DECEMBER 31 OF EACH CALENDAR YEAR SHALL BE PAID TO THE OFFICER AS OVERTIME IN THE LAST PAYCHECK OF THE CALENDAR YEAR.

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BOROUGH OF PINE BEACH

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ARTICLE VII CONTINUED

C. VACATION.

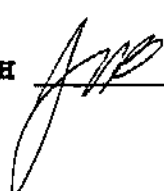
1. VACATION ELIGIBILITY WILL BE DETERMINED IN ACCORDANCE TO GUIDELINES ESTABLISHED BY DEPARTMENT S.O.P's.. VACATION REQUEST WILL NOT BE REASONABLY DENIED IF SUBMITTED AT LEAST SEVENTY-TWO (72) HOURS PRIOR TO REQUESTED TIME OFF. OFFICERS WILL NOT BE REQUIRED TO SUBMIT A MINIMUM NUMBER OF DAYS OFF AND WILL NOT BE REQUIRED TO TAKE TIME OFF IN BLOCKS OF DAYS..

2. VACATION REQUEST WILL BE CONSIDERED ON A SENIORITY BASIS IF SUBMITTED BEFORE MARCH 31st . VACATION REQUEST SUBMITTED AFTER MARCH 31st WILL BE APPROVED ON A DATE AND TIME SUBMITTED BASIS.

P.B.A. _____



BOROUGH OF PINE BEACH _____



ARTICLE VIII

HOLIDAY PAY.

A. THE HOLIDAYS LISTED BELOW IN THIS AGREEMENT WILL BE CONSIDERED PAID HOLIDAYS WILL BE PAYABLE ON THE THIRTIETH (30th) OF NOVEMBER OF EACH YEAR.

B. IF ANY EMPLOYEE IS SCHEDULED TO WORK ON ANY OF THE LISTED HOLIDAY'S, HE/SHE WILL BE COMPENSATED AT THE RATE OF TIME AND ONE HALF HIS/HER HOURLY RATE OF PAY FOR THE TIME WORKED.

C. THE FOLLOWING DAYS WILL BE RECOGNIZED AS HOLIDAYS:

NEW YEAR'S DAY.

VETERANS DAY.

LINCOLN'S BIRTHDAY.

THANKSGIVING DAY.

WASHINGTON'S BIRTHDAY.

CHRISTMAS DAY.

GOOD FRIDAY.

MARTIN LUTHER KING DAY.

EASTER SUNDAY.

NEW YEAR'S EVE

MEMORIAL DAY.

ELECTION DAY.

INDEPENDENCE DAY.

LABOR DAY.

COLUMBUS DAY.

P.B.A.

BOROUGH OF PINE BEACH

ARTICLE IX

VACATION SCHEDULE

A. VACATION SCHEDULE.

1. DURING THE FIRST YEAR OF EMPLOYMENT, AN EMPLOYEE WILL RECEIVE ONE (1) DAY'S VACATION FOR EACH COMPLETED MONTH OF SERVICE.

2. ALL OTHER EMPLOYEE'S SHALL RECEIVE VACATION JANUARY 1, OF EACH YEAR AS FOLLOWS;

2 TO 4 YEARS OF SERVICE-----12 DAYS.

5 TO 9 YEARS OF SERVICE-----15 DAYS.

10 TO 14 YEARS OF SERVICE-----20 DAYS.

15 TO 19 YEARS OF SERVICE-----25 DAYS.

20 YEARS OF SERVICE-----26 DAYS.

FOR EACH ADDITIONAL YEAR OVER 20, 1 DAY WILL BE ADDED PER YEAR.

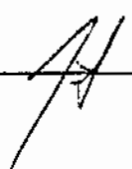
3. ALL EARNED VACATION TIME MUST BE USED NO LATER THAN TWO (2) YEARS FROM THE DATE OF ACCUMULATION. ANY VACATION NOT UTILIZED BY THE EMPLOYEE SHALL BE WAIVED, UNLESS THE EMPLOYEE WAS UNABLE TO USE THE TIME DUE TO BEING REASONABLY DENIED BY THE EMPLOYER.


LEAVES OF ABSENCE.

BEREAVEMENT.

A. UPON APPROVAL BY THE CHIEF OF POLICE, AN EMPLOYEE SHALL BE GRANTED FIVE (5) DAYS LEAVE WITH PAY FOR A DEATH IN THE IMMEDIATE FAMILY.

B. IMMEDIATE FAMILY SHALL BE DEFINED AS MOTHER, FATHER, BROTHER, SISTER, AND CHILDREN OF EITHER SPOUSE.

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ARTICLE IX CONTINUED

C. FOR FAMILY NOT LISTED ABOVE, THE EMPLOYEE SHALL MAKE HIS/HER INDIVIDUAL REQUEST TO THE CHIEF OF POLICE. PURSUANT TO SECTION A OF THIS ARTICLE, THE CHIEF SHALL THEN MAKE A RECOMMENDATION TO THE BOROUGH FOR LEAVE REGARDING OTHER RELATIVES.

SICK TIME.

A. EVERY OFFICER SHALL RECEIVE CREDIT FOR FIFTEEN (15) SICK DAYS PER YEAR.

PERSONAL LEAVE.

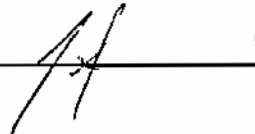
A. EACH OFFICER WILL BE GIVEN THREE (3) DAYS OF PERSONAL LEAVE PER YEAR FOR PERSONAL REASONS OR RELIGIOUS OBSERVATION. THESE DAYS WILL NOT BE ACCUMULATIVE.

RETIREMENT OF SEPARATION.

1. UPON RETIREMENT OF SEPARATION FROM THE BOROUGH, ACCUMULATED SICK DAYS UP TO DECEMBER 31, 1983 WILL BE PAID ON A ONE (1) TO ONE (1) BASIS AT THE EMPLOYEE'S 1983 RATE OF PAY. PAYMENTS WILL BE MADE BY BOROUGH CHECK.

2. SICK DAYS ACCUMULATED AFTER DECEMBER 31, 1983 WILL BE PAID TO THE EMPLOYEE ON A FIFTY - FIFTY BASIS, AT THE EMPLOYEE'S RATE OF PAY AT THE TIME OF RETIREMENT OR SEPARATION FROM THE BOROUGH.

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ARTICLE IX CONTINUED

3. AT THE EMPLOYEE'S DISCRETION, PAYMENT AT THE CURRENT RATE OF PAY SHALL BE GIVEN BY THE BOROUGH TO THE EMPLOYEE, ON A FIFTY - FIFTY BASIS FOR ANY SICK DAYS ACCUMULATED BY THE EMPLOYEE. THE EMPLOYEE MUST ACCUMULATE FIFTEEN (15) DAYS BEFORE SELLING ANY BACK.

4. AT THE EMPLOYEE'S DISCRETION, SICK TIME ACCUMULATED UP TO THE TIME OF RETIREMENT, MAY BE CONVERTED INTO VACATION TIME AND USED FOR EARLY RETIREMENT ON A ONE FOR ONE BASIS.

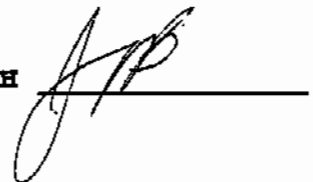
5. THE AMOUNT OF ACCUMULATED SICK TIME SHALL BE CAPPED AT ONE HUNDRED TEN (110) DAYS FOR ALL OFFICERS, EXCEPT THOSE HIRED BEFORE DECEMBER 31, 1983.

P.B.A.



BOROUGH OF PINE BEACH

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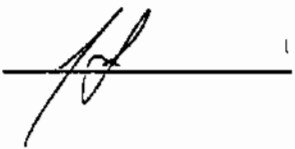


ARTICLE X

EXTENDED LEAVES.

1. THE BOROUGH WILL GRANT COMPENSATION UP TO ONE YEAR TO ANY OFFICER WHO DUE TO ILLNESS OR DUTY CONNECTED INJURY IS PREVENTED FROM WORKING.

P.B.A.



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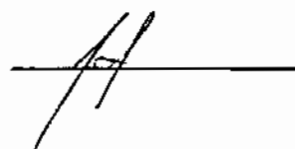
ARTICLE XI

CALL OUT, COURT TIME.

1. ALL OFFICERS WILL BE PAID A MINIMUM OF THREE (3) HOURS OVERTIME IF HE/SHE IS CALLED TO DUTY ON WHAT IS NORMALLY HIS/HER OFF DUTY HOURS.

2. ALL OFFICERS WILL BE PAID A MINIMUM OF THREE (3) HOURS OVERTIME WHEN COURT APPEARANCES ARE REQUIRED ON WHAT IS NORMALLY HIS/HER OFF DUTY HOURS.

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ARTICLE X11

LONGEVITY.

1. EFFECTIVE JANUARY 1, 1995 ALL EMPLOYEES WILL RECEIVE LONGEVITY PAYMENTS OF TWO (2%) PERCENT COMMENCING WITH THE EMPLOYEE'S FIFTH (5th) ANNIVERSARY DATE.

2. ALL EMPLOYEES WILL RECEIVE LONGEVITY PAYMENTS OF TWO AND ONE HALF PERCENT (2.5%) COMMENCING WITH THE EMPLOYEE'S TENTH (10th) ANNIVERSARY DATE, EXCEPT FOR OFFICERS HIRED BEFORE DECEMBER 31, 1983, AT WHICH THOSE OFFICERS WILL CONTINUE TO RECEIVE THE 3.5% LONGEVITY PAYMENT.

3. LONGEVITY SHALL MEAN CONTINUOUS EMPLOYMENT WITH THE BOROUGH OF PINE BEACH.

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BOROUGH OF PINE BEACH _____

ARTICLE XIII

UNIFORMS.

1. AS OF JANUARY 01, 1996 THE AMOUNT FOR UNIFORM ALLOWANCE PAID BY THE BOROUGH TO EACH EMPLOYEE WILL BE SEVEN HUNDRED DOLLARS (\$700.00) ANNUALLY. IT WILL BE INCREASED TO SEVEN HUNDRED TWENTY-FIVE DOLLARS (\$725.00) ANNUALLY EFFECTIVE JANUARY 01, 1997; AND INCREASED TO SEVEN HUNDRED FIFTY DOLLARS (\$750.00) ANNUALLY EFFECTIVE JANUARY 1, 1998. A BOROUGH CHECK FOR THE ANNUAL AMOUNT MINUS SOCIAL SECURITY BENEFITS WILL BE ISSUED TO EACH OFFICER BY APRIL 30th OF EACH CALENDAR YEAR.

2. EVERY NEW OFFICER WILL BE ISSUED AN AMOUNT NECESSARY TO EQUIP HIM/HER IN PROPER UNIFORM AS PER DEPARTMENT RULES AND REGULATIONS.

3. UNIFORMS DAMAGED DURING AND WHILE PREFORMING NORMAL POLICE DUTY, OTHER THEN NORMAL WEAR, SHALL BE REPLACED BY THE BOROUGH UPON RECEIPT OF DAMAGED UNIFORM OR EQUIPMENT AND UPON APPROVAL OF THE CHIEF OF POLICE.

4. THE BOROUGH SHALL SUPPLY UNLIMITED UNIFORM MAINTENANCE AND CLEANING FOR ALL UNIFORM'S AND CLOTHING THAT IS SUPPLIED BY OR REQUIRED TO BE WORN BY THE EMPLOYEE AT NO COST TO THE EMPLOYEE.

5. THE BOROUGH SHALL SUPPLY ALL WEAPON MAINTENANCE FOR ALL WEAPONS ISSUED BY THE DEPARTMENT OR REQUIRED TO BE USED BY THE EMPLOYEE FOR HIS WORK, AT NO COST TO THE EMPLOYEE.

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ARTICLE XIV

SALARY.

1. EMPLOYEES SHALL RECEIVE ANNUAL SALARIES ACCORDING TO THE FOLLOWING STEPS:

STEP ONE-----STARTING FIRST YEAR.

STEP TWO-----STARTING SECOND YEAR.

STEP THREE-----STARTING THIRD YEAR.

STEP FOUR-----STARTING FOURTH YEAR.

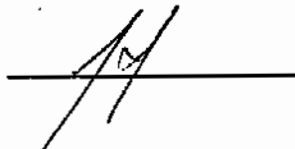
STEP FIVE-----STARTING FIFTH YEAR.

2. EMPLOYEE'S SHALL RECEIVE ANNUAL SALARIES AS FOLLOWS:

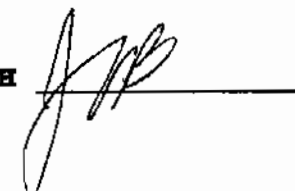
	EFFECTIVE JAN. 1, 1996 TO DEC.31, 1996	EFFECTIVE JAN.1, 1997 TO DEC.28 ,1997	EFFECTIVE JAN.1, 1998 TO DEC.31 ,1998
STEP ONE	\$25,107	\$25,107	\$25,107
STEP TWO	\$29,944	\$29,944	\$29,944
STEP THREE	\$31,430	\$31,430	\$31,430
STEP FOUR	\$32,637	\$32,637	\$32,637
STEP FIVE	\$36,996	\$38,660	\$40,594

3. ALL NEW EMPLOYEES WILL BE ON PROBATION FOR ONE YEAR.

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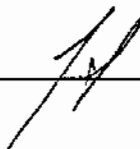
ARTICLE XV

HEALTH BENEFITS.

1. THE BOROUGH SHALL PROVIDE AT NO COST TO THE OFFICER, FULL FAMILY COVERAGE ON BLUE CROSS, BLUE SHIELD, RIDER J AND MAJOR MEDICAL BENEFITS AT THE PRESENT SERIES, IN EFFECT WITH PREMIUMS BEING PAID BY THE BOROUGH. THE BOROUGH MAY WITH NOTICE TO THE EMPLOYEES, SUBSTITUTE DIFFERENT COVERAGE WHICH IS EQUIVALENT TO THE EXISTING PLAN, BUT ANY CHANGE MUST BE APPROVED BY THE EMPLOYEES.

2. DENTAL PLAN, THE BOROUGH SHALL PROVIDE AT NO COST TO THE EMPLOYEES AND THEIR SPOUSE A DENTAL COVERAGE PLAN. THE BOROUGH MAY WITH NOTICE TO THE EMPLOYEES, SUBSTITUTE DIFFERENT COVERAGE WHICH IS EQUIVALENT TO THE EXISTING PLAN, BUT ANY CHANGE MUST BE APPROVED BY THE EMPLOYEES.

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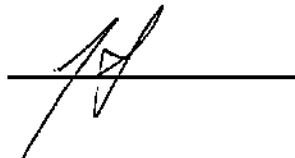


ARTICLE XVI

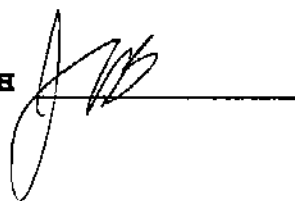
MISCELLANEOUS PROVISIONS

1. ANY INDIVIDUAL CONTRACT BETWEEN THE BOROUGH AND ANY INDIVIDUAL EMPLOYEE EXECUTED BEFORE OR AFTER THIS AGREEMENT SHALL BE SUBJECT TO AND CONSISTENT WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT.
2. ALL BENEFITS AND PRACTICES THAT WERE IN EFFECT PRIOR TO THE TIME OF THIS AGREEMENT SHALL CONTINUE TO BE IN EFFECT FOR IT'S DURATION UNLESS SPECIFICALLY CHANGED BY THIS AGREEMENT.
3. THE EMPLOYER WILL PROVIDE LIFE INSURANCE FOR EACH EMPLOYEE IN THE AMOUNT OF THREE TIMES EACH EMPLOYEE'S BASE SALARY WITH FULL DOUBLE INDEMNITY PROVISIONS.
4. IN THE EVENT ANY PROVISION OF THIS AGREEMENT IS RULED UPON BY ANY COURT OF COMPETENT JURISDICTION OR ANY PUBLIC AGENCY VESTED WITH JURISDICTION TO RULE UPON AND FOUND TO BE ILLEGAL, THAT PROVISION WILL BE DISCONTINUED, AND ALL OTHER PROVISIONS OF THE AGREEMENT WILL REMAIN IN FULL FORCE AND EFFECT. IN THE EVENT A PROVISION IS FOUND TO BE ILLEGAL, THE BOROUGH AGREES TO SET DOWN AND NEGOTIATE A LEGAL REPLACEMENT FOR THE ILLEGAL PROVISION ONLY, AS NO OTHER PROVISION MAY BE AFFECTED.
5. THE EMPLOYER SHALL PROVIDE FALSE ARREST INSURANCE COVERING THE EMPLOYEE AT NO COST TO THE EMPLOYEE.
6. ALL REPRIMANDS WILL BE REMOVED FROM AN EMPLOYEE'S PERSONAL FILE AFTER ONE (1) YEAR; PROVIDED THAT THERE HAS BEEN NO SUBSEQUENT

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BOROUGH OF PINE BEACH



ARTICLE XVI CONTINUED

REPRIMAND DURING THAT ONE (1) YEAR PERIOD.

7. THE BOROUGH WILL PROVIDE THE NECESSARY TIME OFF WITH PAY TO A DULY AUTHORIZED REPRESENTATIVE OF THE P.B.A. TO ATTEND THE STATE AND NATIONAL CONVENTIONS OF THE PATROLMAN'S BENEVOLENT ASSOCIATION AS PROVIDED IN N.J.S.A. 40A:14-177. THE PARTIES UNDERSTAND THAT NO MORE THAN ONE OFFICER OF THE P.B.A. FROM THE BOROUGH OF PINE BEACH WILL BE PROVIDED WITH THIS TIME OFF WITH PAY FOR EACH SUCH CONVENTION.

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BOROUGH OF PINE BEACH

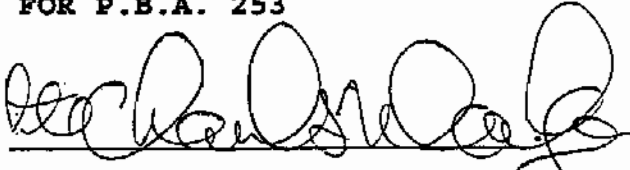


ARTICLE XVII

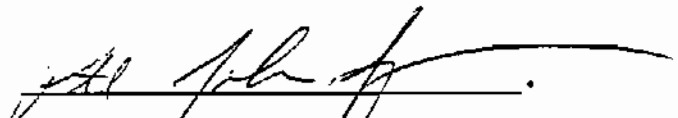
THIS AGREEMENT SHALL BE EFFECTIVE AS OF JANUARY 1, 1996 AND SHALL CONTINUE IN EFFECT UNTIL DECEMBER 31, 1998 SUBJECT TO THE P.B.A.'S RIGHT TO NEGOTIATE OVER A SUCCESSOR AGREEMENT.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THE AGREEMENT TO BE SIGNED BY THEIR RESPECTIVE REPRESENTATIVES.

FOR P.B.A. 253

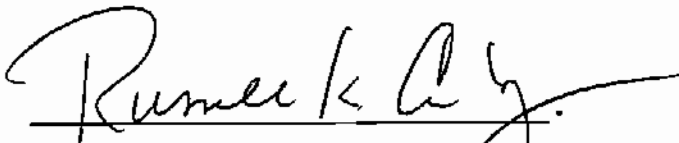


CHARLES MINIALGA PRESIDENT

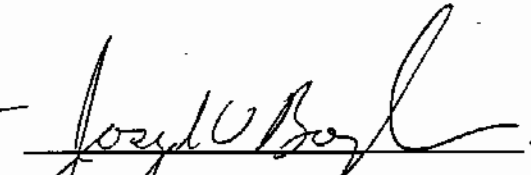


JOHN SGRO P.B.A. 253

FOR THE BOROUGH OF PINE BEACH



MAYOR RUSSELL K. CORBY



COUNCILMAN JOSEPH BOYLE

BOROUGH OF PINE BEACH CLERK



CHARLENE CARNEY

BOROUGH OF PINE BEACH SEAL

DATE. 5/2/96

