

**PREAMBLE**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2002 between the BOROUGH OF SEA BRIGHT (hereinafter “Borough” or the “Employer”) and the NEW JERSEY STATE POLICEMEN’S BENEVOLENT ASSOCIATION, SANDY HOOK LOCAL NUMBER 48 (hereinafter “PBA”);

**WITNESSETH:**

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours of work, and other conditions of employment;

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained, the parties hereto agree with each other in respect to the employees of the Employer recognized as being represented by the PBA as follows:

**ARTICLE I**

**RECOGNITION**

The Employer hereby recognizes the aforementioned PBA as the exclusive representative for all of the Patrol officers, Corporals, Sergeants, Lieutenants and Captains (hereafter the “Employees”) in its Police Department in Sea Bright, New Jersey, but excluding the Chief of Police and all other employees.

## **ARTICLE II**

### **MANAGEMENT RIGHTS**

A. Except as specifically limited by this Agreement, the Borough hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitutions of the State of New Jersey and of the United States including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Borough government and its properties and facilities, and the activities of its employees;

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;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof and in conformance with the Constitutions and Laws of the State of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Borough or the PBA of its rights, responsibilities and authority under R.S. 40 and R.S. 11a, R.S.40A or R.S.34, or any other national, state, county or local laws or ordinances.

## **ARTICLE III**

### **GRIEVANCE PROCEDURE**

A. To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to the interpretation or application of this Agreement, the following procedures shall be followed:

Step 1. A police officer with a grievance shall first discuss it with the immediate supervisor directly, or through the PBA's designated representative for the matter, informally.

Step 2. If the aggrieved party is not satisfied with the disposition of the grievance at Step 1, or if no decision has been rendered within five (5) calendar days after presentation of that grievance at Step 1, the officer may file a written grievance with the Chief of Police or, in the Chief's absence, with a representative designated by the Chief. A meeting on the written grievance shall be held within five (5) working days after the filing of the written grievance with the Chief of Police or the Chief's designated representative. A decision thereon shall be rendered in writing by the Chief of Police within five (5) working days after the holding of such meeting.

Step 3. If the aggrieved party is not satisfied with the disposition of the grievance at Step 2, or if no written decision has been rendered within five (5) working days after the presentation of that grievance at Step 2, the matter may be referred by the PBA, by its designated representative, to the Mayor and Council. A meeting on the grievance shall be held between the PBA and the Mayor and Council, at which meeting the parties may be represented. Said meeting shall not be held publicly unless the parties agree in writing. The Mayor and Council shall render a final written decision within fifteen (15) working days of the date of the hearing.

Step 4. In the event that the aggrieved person is not satisfied with the decision of the Mayor and Council, the aggrieved person, or the PBA on the officer's behalf, has fifteen (15) calendar days in which to request arbitration.

(a) The arbitrator shall be selected in accordance with the Rules and Regulations of the Public Employment Relations Commission.

(b) The arbitrator's decision shall be in writing and shall be issued not later than thirty (30) calendar days after the close of arbitration hearing. The decision shall set forth the arbitrator's findings of fact, reasons and conclusions of the issues(s) submitted.

(c) The arbitrator's decision shall be binding.

(d) The costs for the services of the arbitrator shall be borne equally by the Borough and the PBA. All other expenses incidental to and arising out of the arbitration shall be paid by the party incurring the same.

(e) A grievance affecting a group of employees under Article I maybe submitted by the PBA on behalf of said named group at Step 3 of the grievance procedure.

B. If the grievance involves the Chief of Police, the procedure is as follows:

Step 1A A written grievance is submitted to the Chief of Police who will conduct a meeting on the grievance within five (5) working days after the filing of the grievance. A decision thereon shall be rendered in writing by the Chief of Police within five (5) working days after the holding of such meeting.

Step 2A In the event that the grievance is not resolved in accordance with Step 1A, the grievance is forwarded to the Police Committee of the Borough for determination. The Police Committee will render a written decision within ten (10) working days of initiation of Step 2A.

Step 3A If the aggrieved party is not satisfied with the disposition of the grievance at Step 2A, or if no written decision has been rendered within ten (10) working days after the presentation of that grievance at Step 2A, the matter may be referred by the PBA, through its designated representative to the Mayor and Council. A meeting on the grievance shall be held between the PBA and also the Mayor and Council, at which meeting the parties may be represented. Said meeting shall not be held publicly unless the parties agree in writing. The Mayor and Council shall render a final written decision within fifteen (15) working days of the date of the hearing.

Step 4A In the event that the aggrieved party is not satisfied with the decision of the Mayor and Council, the aggrieved person or the PBA has fifteen (15) calendar days in which to request arbitration.

(a) The arbitrator shall be selected in accordance with the Rules and Regulations of the Public Employment Relations Commission.

(b) The arbitrator's decision shall be in writing and shall be issued no later than (30) calendar days after the close of arbitration hearing. The decision shall set forth the arbitrator's findings of fact, reasons and conclusions of the issue(s) submitted.

(c) The arbitrator's decision shall be binding.

(d) The costs for the services of the arbitrator shall be borne equally by the Borough and the PBA. All other expenses incidental to and arising out of the arbitration shall be paid by the party incurring the same.

(e) A grievance affecting a group of employees under Article I may be submitted by the PBA on behalf of said named group at Step 3 of the grievance procedure.

C. The time limits set specified in the grievance procedure shall be construed as maximum. However, they may be extended upon mutual agreement between the parties.

D. A grievance must be presented at Step 1 within one week from the date of occurrence of the facts which gave rise to the grievance. If it is not presented within the aforementioned time period, it shall not thereafter be considered a grievance under this Agreement.

E. Any Employee may be represented at all stages of the grievance procedure individually or, at the employee's option, by a representative selected or approved by the PBA. When an Employee is not represented by the PBA, the PBA shall have the right to be present and state its views at all stages of the grievance procedure unless the Employee objects to the presence of the PBA representative, in which case the PBA may not be present at any stage of this procedure. However, in the event the PBA is not present after final determination at Step 3, if such final determination is made the PBA will promptly receive a copy of the Employee's written grievance and a copy of the final determination.

**ARTICLE IV**

**SALARIES/LONGEVITY**

**SALARY**

A. Effective January 1, 2003, the salary schedules for all officers recognized as being represented by the PBA shall be as set forth below.

**SCHEDULE A**

For the year 2003, salaries for Employees hired before January 1, 2000 and covered by this Agreement have been raised 3.75% from the previous year and all employees shall be paid shall be as follows:

01/01/03 – 12/31/03

<<<INSERT NEW SALARIES>>>

Captain of Police/Grade 1	\$78,453.62
Lieutenant of Police/Grade 1	\$75,152.34
Sergeant of Police/Grade 1	\$72,304.65
Corporal of Police/Grade 1	\$70,959.74
Patrolman	\$69,615.16

For the year 2003, salaries of employees hired after January 1, 2000 shall be paid as follows:

01/01/03 – 12/31/03

Captain of Police/Grade 2	\$64,708.80
Lieutenant of Police/Grade 2	\$61,526.40
Sergeant of Police/Grade 2	\$58,344.00
Corporal of Police/Grade 2	\$55,161.60
Patrolman (8 <sup>th</sup> year)	\$53,040.00
Patrolman (7 <sup>th</sup> year)	\$47,736.00
Patrolman (6 <sup>th</sup> year)	\$43,492.80
Patrolman (5 <sup>th</sup> year)	\$40,310.40
Patrolman (4 <sup>th</sup> year)	\$36,067.20
Patrolman (3 <sup>rd</sup> year)	\$30,763.20
Patrolman (2 <sup>nd</sup> year)	\$27,580.80
Patrolman (1 <sup>st</sup> year)	\$24,398.40

SCHEDULE B

For the year 2004, salaries for Employees hired before January 1, 2000 and covered by this Agreement have been raised 3.75% from the previous year. The schedule of salaries for all employees shall be as follows:

01/04 – 12/31/04

Captain of Police/Grade 1	\$81,395.63
Lieutenant of Police/Grade 1	\$77,970.55
Sergeant of Police/Grade 1	\$75,016.08
Corporal of Police/Grade 1	\$73,620.73
Patrolman	\$72,225.73

For the year 2004, salaries of employees hired after January 1, 2000 shall be paid as follows:

01/04 – 12/31/04

Captain of Police/Grade 2	\$67,297.15
Lieutenant of Police/Grade 2	\$63,987.46
Sergeant of Police/Grade 2	\$60,677.76
Corporal of Police/Grade 2	\$57,368.06
Patrolman (8 <sup>th</sup> year)	\$55,161.60
Patrolman (7 <sup>th</sup> year)	\$49,645.44
Patrolman (6 <sup>th</sup> year)	\$45,232.51
Patrolman (5 <sup>th</sup> year)	\$41,922.82
Patrolman (4 <sup>th</sup> year)	\$37,509.89
Patrolman (3 <sup>rd</sup> year)	\$31,993.73
Patrolman (2 <sup>nd</sup> year)	\$28,684.03
Patrolman (1 <sup>st</sup> year)	\$25,374.34

SCHEDULE C

For the year 2005, salaries for Employees covered by this Agreement and hired before January 1, 2000 have been raised 3.75% from the previous year and shall be paid as follows:

01/05 – 12/31/05

Captain of Police/Grade 1	\$84,447.97
Lieutenant of Police/Grade 1	\$80,894.45
Sergeant of Police/Grade 1	\$77,829.18
Corporal of Police/Grade 1	\$76,381.51
Patrolman	\$74,934.19

Salaries of employees hired after January 1, 2000 employees shall be paid as follows for the year 2005:

01/05 – 12/31/05

Captain of Police/Grade 2	\$69,989.04
Lieutenant of Police/Grade 2	\$66,546.95
Sergeant of Police/Grade 2	\$63,104.87
Corporal of Police/Grade 2	\$59,662.79
Patrolman (8 <sup>th</sup> year)	\$57,368.06
Patrolman (7 <sup>th</sup> year)	\$51,631.26
Patrolman (6 <sup>th</sup> year)	\$47,041.81
Patrolman (5 <sup>th</sup> year)	\$43,599.73
Patrolman (4 <sup>th</sup> year)	\$39,010.28
Patrolman (3 <sup>rd</sup> year)	\$33,273.48
Patrolman (2 <sup>nd</sup> year)	\$29,831.39
Patrolman (1 <sup>st</sup> year)	\$26,389.31

## LONGEVITY

A. In addition to current annual wages, each employee shall be paid, one longevity increment based upon the years of continuous employment in the Police Department. For those employees hired on or before January 1, 2000, the longevity shall be determined in accordance with schedule A:

### SCHEDULE A

<u>Years of Service</u>	<u>Increment of Base Pay</u>
After 5 years of service	4.0% of base pay
After 10 years of service	5.0% of base pay
After 15 years of service	6.0% of base pay
After 20 years of service	7.0% of base pay
After 25 years of service	8.0% of base pay

For those employees hired after January 1, 2000, the longevity shall be determined in accordance with Schedule B.

### SCHEDULE B

<u>Years of Service</u>	<u>Increment of Base Pay</u>
After 5 years of service	1.0% of base pay
After 10 years of service	2.0% of base pay
After 15 years of service	3.0% of base pay
After 20 years of service	4.0% of base pay
After 25 years of service	5.0% of base pay

B. Each police officer shall qualify for the longevity increment on the anniversary date of the officer's employment and such increments shall be paid from and after such date. The longevity increase is included in the base pay for pension purposes.

## ARTICLE V

### HEALTH BENEFITS

The Borough will maintain a health benefit, dental and prescription program coverage equal to or better than the existing program for all current existing full-time officers, existing as such on January 1, 2000. The Borough may meet this requirement by obtaining benefits under a lesser program and then providing secondary or “gap” coverage to satisfy the current “equal to, or better than” provision. For those officers hired after January 1, 2000, the Borough shall meet the requirement for health benefits covered in this collective bargaining agreement by providing benefits under the primary policy only, without the secondary or “gap” coverage as hereinbefore referenced.

A. The hospitalization plan available for officers shall be the current providers plan as in effect at or prior to the date of this Agreement. An officer with twenty-five (25) years of continuous service with the Borough as a police officer, shall be entitled to full family health benefits effective the day of retirement. However, under all circumstances Medicare shall become the officer’s primary coverage and the Borough’s coverage shall be secondary when the officer becomes eligible for Medicare benefits.

B. A prescription drug plan shall be available for officers similar to that in effect prior to the date of this Agreement.

C. A dental plan shall be available for officers similar to that in effect prior to the date of this Agreement.

D. 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. By the designation of a new carrier, however, the Employer may not reduce the benefits of the current and existing Employee hired on or before January 1, 2000. The question of whether such benefits are comparable under the new carrier and the existing carrier shall be subject to arbitration pursuant to final binding arbitration under the grievance procedure hereinbefore set forth, but only the terminal provision for binding arbitration shall apply to the resolution of this dispute. Nothing stated herein shall effect the position that Employees hired after January 1, 2000, shall receive the primary coverage only, without the secondary or “gap” coverage.



## **ARTICLE VI**

### **LEGAL AID**

The Employer will provide legal aid to all personnel covered by this Agreement in suits or other legal proceedings against Employees arising from incidents in the line of duty. Where there is no conflict with the Borough, these services shall be provided by the Borough Attorney. However, where there is a conflict, independent legal services shall be provided by an attorney chosen by the Employee and approved by the Employer, at the expense of the Borough provided, however, that the fees for the same are agreed upon after consultation with the Mayor and Council and the Borough's insurer. This shall not be applicable in any disciplinary or criminal proceedings instituted against the Employee by the Employer. Nothing in this Agreement shall be construed as reducing the right of legal representation due to the Employee as provided by law only such representation for which the Borough shall provide legal aid. Nothing in this paragraph shall affect any decision made prior to the signing of this Agreement affecting any Employee with respect to legal representation.

## **ARTICLE VII**

### **DISCRIMINATION OR COERCION**

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the Employees represented by the PBA because of membership or activity in the PBA. The PBA or any of its agents shall not intimidate or coerce Employees into membership. Neither the Employer nor the PBA shall discriminate against any Employee because of race, creed, color, age, sex or national origin.

**ARTICLE VIII**

**INTEGRATION CLAUSE**

In the event that Federal or State Legislation, Governmental regulation or court decision causes invalidation of any Article or section of this Agreement, all other Articles and sections not so invalidated shall remain in full force and effect.

## ARTICLE IX

### HOURS OF WORK AND OVERTIME

Each full time employee of the Borough of Sea Bright Police Department shall work 2,080 hours per year. It is understood that all officers will arrive at headquarters in sufficient time to prepare themselves for duty at the start of their shift, and that this time, and the time at the end of their shift, preparing to leave headquarters, shall not be compensated.

With the exception of the Chief of Police, any member of the Borough Police Department who is required to perform police duties, at the discretion of the Chief of Police or the Chief's designated representative, in excess of their regularly scheduled shift hours shall be paid the sum of one and one-half (1-1/2) times his hourly rate of pay for those hours.

#### Court Appearance

A. An Employee required to appear in any court during his off-duty hours will be paid a minimum of two (2) hours at the rate of time and one-half (1-1/2) regardless of the time spent in Court.

B. An employee involved in a Court appearance during off duty hours that are continuous to that employee's regular shift will be paid at a rate of time and one-half (1-1/2) per hour with a minimum of one hour.

#### Recall Provision

A. Officers called back to duty will be paid at the overtime rate of time and one-half (1-1/2), and will receive a minimum of two (2) hours. The Chief will attempt to maintain the regular work schedule in effect in past contract years insofar as possible, with the manpower requirements being a consideration. However changes in the schedule may become necessary.

## **Scheduling**

A. In such circumstances when changes to scheduling are necessary. The Chief of Police shall provide two (2) days notice of any change in scheduling for one (1) or two (2) days. Three (3) days notification shall be provided for schedule changes that effect three (3) to five (5) days. Five (5) days notification shall be provided for any schedule change that effects six (6) or more days. The Chief of Police retains the right to make immediate changes in schedules during an emergency.

Court time and overtime shall be paid by December 1<sup>st</sup> of each year.

## ARTICLE X

### HOLIDAYS, VACATION AND PERSONAL DAYS

For the basic salary, an officer shall work for the Borough a total of two thousand eighty (2,080) hours per year (less vacation, sick and personal time).

#### **Holidays**

A. Police officers shall be entitled to fourteen (14) paid holidays per calendar year, as shall be designated by the Borough Council. A police officer shall be entitled to be paid at the daily rate for each such holiday, providing the officer is an active member of the force on the date on which the holiday occurs.

B. Police officers will receive the holiday pay to which they are (or are expected to be) entitled on December 1<sup>st</sup> of each year of the Agreement. Holiday pay which is paid in advance (e.g., Christmas Day) which is not subsequently earned, shall be deducted from the pay for the period in which the holiday occurred.

C. No officer shall be paid overtime for working on any holiday if that employee is scheduled for duty on that holiday.

#### **Vacation**

A. Each full-time employee shall be granted in each calendar year vacation periods in accordance with the following schedule:

<u>Employment Duration</u>	<u>Vacation Days Allotted</u>
Year of hire	1 day per month completed service to 6 days maximum
2 <sup>nd</sup> year	12 days
3 <sup>rd</sup> and 4 <sup>th</sup> years	15 days
5 <sup>th</sup> – 10 <sup>th</sup> years	17 days
11 <sup>th</sup> – 14 <sup>th</sup> years	20 days
15 <sup>th</sup> – 19 <sup>th</sup> years	22 days
20 years or more	25 days

Vacation request forms must be completed, approved by Supervisors and on file with the Payroll Clerk before use of days. Vacation shall be taken only in full day units. Vacation leave for any year must be used by June 30 of the next calendar year, additional unused leave will be canceled.

When an individual's employment with the Borough is terminated, the employee shall be paid for any unused annual vacation leave subject to the following: 1) vacation is accrued on a January 1 through

December 31 basis; 2) vacation accrual will be prorated on a 1/12 basis for each month worked during an incomplete annual period; 3) the employee voluntarily resigned or is retiring in good standing with at least two weeks notice.

**Personal Days**

A. Each police officer shall receive four (4) personal days each year, which may be taken at the discretion of the officer. Personal days may not be carried over to the next succeeding year.

## ARTICLE XI

### BEREAVEMENT LEAVE AND SICK LEAVE

#### **Bereavement Leave**

A. Each officer will be granted five (5) days off with full pay and benefits in the event of the death of a member of the police officer's immediate family. The immediate family for purposes of this clause shall include only the following: mother, father, sister, brother, wife, husband, son or daughter. In the event of the death of a grandparent, or the death of an immediate family member of a spouse as defined hereinabove, three (3) days off with full pay and benefits will be granted. In the event of the death of an uncle or aunt, one (1) day off with full pay and benefits will be granted.

#### **Sick Leave: Use, Accumulation and Redemption**

A. Each police officer shall receive fifteen (15) sick days per year. Any unused sick days may be carried over to the next succeeding year and accumulated year to year.

B. Absence due to personal injury, illness or disability will be considered to have occurred when a policeman is incapacitated through sickness or injury to a degree that makes it impossible to perform the duties of the position, or is quarantined by a physician because of exposure to a contagious disease.

C. The Employer may require that any absence in excess of three consecutive work days be certified by a written statement of the attending physician and/or that such Employee be examined by the Borough physician.

D. An Officer who is injured in the performance of duty shall immediately report the accident to the chief of Police or his designee, who immediately shall report such injury to the Borough Clerk.

E. With the exception of sixty (60) days, all accumulated sick time remaining on the books as of December 31, 2000 may be redeemed by any full-time officer at a rate of two days surrendered for one day of pay, at the daily rate of pay for that officer on December 31, 2000. Notification of redemption of time must be made to the Chief of Police, in writing, by January 31, 2001. One-quarter of the payment will then be made in the succeeding payroll, one-quarter paid in the payroll of January 31, 2002, one-quarter paid in the payroll of January 31, 2003, and one-quarter paid in the payroll of January 31, 2004.

F. Each year thereafter (after December 31, 2000), any time accumulated in excess of sixty (60) days may be redeemed on an annual basis at a rate of two days surrendered for one day of pay at the rate of pay in effect during the year accumulated. If an officer receives more than one rate of pay during that year, the sick time shall be redeemed at the lower of the two rates. Notification of redemption of time must be made to the Chief of Police, in writing by January 31 of the year immediately following the year in which the time was accumulated. Payment will be made in the payroll next succeeding said notification.

G. Upon retirement, all accumulated sick time remaining on the books to a maximum of sixty (60) days, may be redeemed by any full-time officer at a rate of two days surrendered for one day of pay, at the daily rate of pay effective upon retirement.

**Incorporation History**

The provisions of this Article shall be interpreted by the parties on a basis consistent with prior practices.

## ARTICLE XII

### CLOTHING ALLOWANCE, EDUCATION BENEFITS

#### **Clothing Allowance**

A. A clothing allowance in the sum of Nine Hundred Twenty Five (\$925.00) shall be paid to each full time police officer in a lump sum on the first pay period in January 2003. A clothing allowance in the sum of Nine Hundred Seventy Five (\$975.00) shall be paid to each full time police officer in a lump sum on the first pay period in January 2004. A clothing allowance in the sum of One Thousand Twenty Five (\$1,025.00) shall be paid to each full time police officer in a lump sum on the first pay period in January 2005.

#### **Education Benefits**

A. All education for which an officer will be compensated for by the Borough must be job related. The sole determination of this fact shall be made by the Police Chief and the Personnel Committee.

B. There shall be two categories of education: Mandatory and Elective Education.

1. Mandatory Education is that which is required to obtain the training, certification, licenses, and/or registration required to perform the duties of the position. Mandatory Education shall be authorized and scheduled by the Police Chief.

2. Elective Education is that which, while not required, is beneficial to the performance of the duties of the position. Elective Education shall be authorized by the Personnel Committee.

C. An officer shall be reimbursed for the cost of completed, job related education provided that advanced, written approval has been obtained from either the Police Chief or the Personnel Committee, a Purchase Order is issued and, a passing grade is obtained.

D. Mandatory Education will be on Borough time. Expenses related to attendance at Education events will only be compensated by the Borough for mandatory education and will not be compensated for by the Borough unless specifically authorized in writing, in advance.

E. Elective Education will be on the officer's personal time.

## **ARTICLE XIII**

### **ANNUAL PHYSICAL EXAMINATION**

Each member of the bargaining unit shall be required to submit to and complete a physical examination during each year of the Agreement. Such physical examination shall be made by a physician acceptable to the Borough, but the Borough shall not unreasonably deny approval of a physician licensed to practice in the State of New Jersey should such a person be selected by a member of the bargaining unit. The cost of examination may be covered by insurance as the Borough's interest shall provide, but in the event that such examination costs are not covered by insurance, the appointed Borough Physician will provide examinations at direct cost to the Borough. Costs shall under no circumstances be the responsibility of the Bargaining Unit member.

## **ARTICLE XIV**

### **NO STRIKE PLEDGE**

The PBA covenants and agrees that during the term of this Agreement neither the PBA 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 abstinence in whole or in part, from the full, faithful and proper performance of the Employee's duties of employment), work stoppage, slow-down, walk-out, or any other deliberate interference with normal work procedures against the Borough. The PBA agrees that such action would constitute a material breach of this Agreement.

In the event of a strike, slow-down, or walk-out, it is covenanted and agreed that participation in any such activity by any Employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such Employee subject to the application of the grievance procedure contained in Article III.

The PBA will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slow-down, walk-out or other deliberate interference with normal work procedures against the Borough.

Nothing contained in this Agreement shall be construed to deny the Borough such judicial relief as it may be entitled to have in law or in equity for injunction of damages or both in the event of such breach by the PBA or its members.

## **ARTICLE XV**

### **FULLY-BARGAINED PROVISIONS**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**ARTICLE XVI**

**EFFECTIVE AND TERMINATION DATES**

This Agreement shall become effective on January 1, 2003, and shall terminate on December 31, 2005. If either party desires to change this Agreement, it shall notify the other party in writing at least thirty (30) days before the expiration of this Agreement of the proposed changes and its desire to terminate this Agreement. If notice is not given as herein stated, this Agreement shall automatically be renewed for another year.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals on the day and year first above written.

ATTEST:

BOROUGH OF SEA BRIGHT

BY: \_\_\_\_\_  
MARYANN SMELTZER, CMC

\_\_\_\_\_  
GREGORY HARQUAIL, Mayor

ATTEST:

NEW JERSEY STATE POLICEMEN'S  
BENEVOLENT ASSOCIATION  
SANDY HOOK LOCAL NUMBER 48

BY: \_\_\_\_\_

\_\_\_\_\_  
WITNESS

BY: \_\_\_\_\_

\_\_\_\_\_  
WITNESS