

RESOLUTION NO. 61-2018
BOROUGH OF SEA BRIGHT
PBA AGREEMENT
JANUARY 1, 2018 - DECEMBER 31, 2021

Councilmember Leckstein introduced and offered for adoption the following Resolution; seconded by Councilmember Birdsall:

WHEREAS, the Borough is in receipt of a letter dated March 12, 2017 from the New Jersey State Policemen's Benevolent Association, Sandy Hook Local No. 48 Contract Negotiation Committee stating their intent to begin negotiations of a new collective bargaining agreement; and

WHEREAS, the Borough Administrator coordinated negotiation meetings between the Mayor, CFO and the Public Safety Committee members, pursuant to Public Law 168, Chapter 303 relative to rates of pay, hours of work and other conditions of employment within the Sea Bright Police Department; and

WHEREAS, as a result of these negotiations, an agreement was reached regarding these matters for a new contract beginning January 1, 2018 through December 31, 2021.

NOW, THEREFORE, BE IT RESOLVED, that the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, hereby authorize the Mayor and Borough Clerk to execute a four year contract (January 1, 2018-December 31, 2021) between the Borough of Sea Bright and New Jersey State Policemen's Benevolent Association, Sandy Hook Local No. 48; and

BE IT FURTHER RESOLVED, that certified copies of this resolution be forwarded to the following:

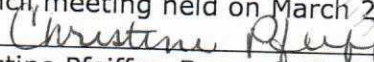
1. Sea Bright Policemen's Benevolent Association, Local No. 48
2. Finance Manager
3. Chief Financial Officer
4. Chief of Police
5. Public Employment Relations Commission

Roll Call: Birdsall, Keeler, Kelly, Leckstein, Rooney, Schwartz
 Yes Yes Yes Yes Yes absent

March 20, 2018

CERTIFICATION

I, Christine Pfeiffer, do hereby certify that the foregoing is a Resolution adopted by the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, at a Council meeting held on March 20, 2018.


Christine Pfeiffer, Borough Clerk

PREAMBLE

THIS AGREEMENT, made this 20th day of march, 2018, 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 (hereinafter 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 the 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 may be 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 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, 2018, the salary schedules for all officers recognized as being represented by the PBA shall be as set forth below.

<u>Position/Title</u>	<u>1/1/2018</u>	<u>1/1/2019</u>	<u>1/1/2020</u>	<u>1/1/2021</u>
Captain (Hired before January 1, 2000)	\$ 119,853.49	\$ 122,849.82	\$ 125,921.07	\$ 129,069.10

Annual Pay for Employees Hired after January 1, 2000

<u>Position/Title</u>	<u>1/1/2018</u>	<u>1/1/2019</u>	<u>1/1/2020</u>	<u>1/1/2021</u>
Captain	\$ 114,086.12	\$ 116,938.27	\$ 119,861.73	\$ 122,858.27
Lieutenant	\$ 109,098.75	\$ 111,826.21	\$ 114,621.87	\$ 117,487.42
Sergeant	\$ 104,111.37	\$ 106,714.16	\$ 109,382.01	\$ 112,116.56
Corporal	\$ 99,747.42	\$ 102,241.11	\$ 104,797.14	\$ 107,417.07
Patrol Officer	\$ 97,686.54	\$ 100,128.70	\$ 102,631.92	\$ 105,197.72
Patrol Officer (10th Year)	\$ 94,000.00	\$ 95,000.00	\$ 96,000.00	\$ 97,000.00
Patrol Officer (9th Year)	\$ 91,401.29	\$ 91,401.29	\$ 91,401.29	\$ 93,686.32
Patrol Officer (8th Year)	\$ 85,359.55	\$ 85,359.55	\$ 85,359.55	\$ 87,493.54
Patrol Officer (7th Year)	\$ 76,823.59	\$ 76,823.59	\$ 76,823.59	\$ 78,744.18
Patrol Officer (6th Year)	\$ 69,994.82	\$ 69,994.82	\$ 69,994.82	\$ 71,744.69

<u>Position/Title</u>	<u>1/1/2018</u>	<u>1/1/2019</u>	<u>1/1/2020</u>	<u>1/1/2021</u>
Patrol Officer (5th Year)	\$ 64,873.26	\$ 64,873.26	\$ 64,873.26	\$ 66,495.09
Patrol Officer (4th Year)	\$ 58,044.49	\$ 58,044.49	\$ 58,044.49	\$ 59,495.60
Patrol Officer (3rd Year)	\$ 49,508.55	\$ 49,508.55	\$ 49,508.55	\$ 50,746.26
Patrol Officer (2nd Year)	\$ 44,386.97	\$ 44,386.97	\$ 44,386.97	\$ 45,496.64
Patrol Officer (1st Year)	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 41,000.00

LONGEVITY

A. In addition to annual wages on the anniversary date of employment, a longevity increment shall be paid based upon years of continuous employment in the Police Department, in accordance with the following schedules:

Employees Hired on or before 01/01/2000

<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

Employees Hired after 01/01/2000

<u>Years of Service</u>	<u>Increment of Base Pay</u>
After 5 years of service	2.5% of base pay
After 10 years of service	2.5% 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 that were employed by the Borough as of January 1, 2000, except that, effective July 1, 2006, the Borough shall no longer be required to maintain the secondary or gap coverage. This will effectively have all officers utilizing the same health benefits through the existing primary policy coverage without any secondary or gap coverage. For those officers hired after January 1, 2000, the Borough shall continue to meet the requirement for health benefits covered in this collective bargaining agreement by providing benefits equal to or better than the existing primary policy coverage only. Effective May 21, 2010, all Employees in the bargaining unit shall pay 1.5% of base salary (base salary for pension purposes) toward the cost of health benefits pursuant to Ch. 2, P.L. 2010.

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. All officers employed by the Borough have prescription co-pays of \$3.00 for generic and \$10.00 for brands purchased at a pharmacy and for mail order drugs for a 90-day supply, \$5.00 for generic and \$15.00 for brands.

C. A dental plan shall be available for officers similar to that in effect prior to the date of this Agreement, with the exception that the total annual benefit shall increase by \$50.00 in 2018, \$50.00 in 2019, \$50.00 in 2020 and \$50.00 in 2021.

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 Employees. 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 the dispute.

Irrespective of the health benefits provided to the officer under the provisions of this collective bargaining agreement, (whether it is the primary policy plus "gap" coverage or the primary policy only) the coverage shall apply to all current existing officers and their families.

E. The Borough will reimburse all retired members who had served the Borough for 25 years of full time active service the money that they expend for Medicare Part B upon their eligibility and enrollment into that program. The retiree shall pay the bill directly to Medicare and then submit the appropriate paperwork to the Borough in order to qualify for reimbursement pursuant to the Borough's rules and policies on this benefit.

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 article's provisions 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. Rather, it shall apply to 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) per hour 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 1st of each year.

Comp Time

Officers that accrue comp time do not gain a vested right to that comp time. Comp time may be exchanged for time off only, with the prior written approval of the Chief of the Department. Under no circumstances will comp time accrue from one year to the next. Comp time will not be exchanged for time off when another officer must be recalled or when the department will incur overtime expenses to cover the comp time exchange requested by the officer.

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. The value of 14 Holidays shall be included in base pay for all purposes. Holiday pay shall be calculated by dividing officers' annual pensionable base pay by 2080 hours, multiplying the quotient by 8 hours and then multiplying the product by 14 holidays. Holiday pay shall be paid in equal intervals to the officers in their regular payroll checks and paid during the regular payroll cycles of the Borough.

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 day maximum
2nd year	12 days
3rd and 4th years	15 days
5th - 10th years	17 days
11th - 14th years	20 days
15th - 19th years	22 days
20 or more years	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 individuals' 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 the following: mother, father, sister, brother, wife, husband, son or daughter. In the event of the death of a grandparent, or the death on 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. At anytime accumulated sick days are in excess of sixty (60) days the excess 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.

F. Upon retirement, all accumulated sick time remaining on the books, 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, up to a maximum of \$15,000.

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. An annual clothing allowance in the sum of One Thousand One Hundred Twenty Five Dollars (\$1,125.00) shall be paid to each full time police officer in a lump sum on the first pay period in January of 2018 and 2019. An annual clothing allowance in the sum of One Thousand Two Hundred Twenty Five Dollars (\$1,225.00) shall be paid to each full time police officer in a lump sum on the first pay period in January of 2020 and 2021.

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. Elective Education shall be capped at \$500.00 per year, per employee, so long as there are sufficient funds in the budget and with prior approval of the Police Chief and Personnel Committee.

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 the direct cost of 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 the 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 the Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by the Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XVI

EFFECTIVE AND TERMINATION DATES

This Agreement shall become effective on January 1, 2018, and shall terminate on December 31, 2021.

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: Christine Pfeiffer
CHRISTINE PFEIFFER, Clerk

Dina Long
DINA LONG, Mayor

ATTEST:

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

BY: James A. McLaughlin Jr.

[Signature]

BY: Bruce M. [Signature]