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AGREEMENT  
BY AND BETWEEN  
BOROUGH OF SURF CITY  
AND  
P.B.A. LOCAL 175

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January 1, 1992 - December 31, 1994

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Prepared by:

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## ARTICLE I

A. UNIT: The Borough of Surf City hereby recognizes the P.B.A. Local 175 as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all patrolmen whether under contract, on leave, or employed by the Borough.

## ARTICLE II

### A. SUCCESSOR AGREEMENT:

The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 123 Public Laws 1974 in a good faith effort to reach agreement on all matters concerning the terms and conditions of patrolmen's employment. Such negotiations shall begin not later than August 1 of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all Borough patrolmen, be reduced to writing, ratified by the P.B.A. and adopted by the Borough.

## ARTICLE III

### GRIEVANCE PROCEDURE

#### A. DEFINITIONS:

##### 1. Grievance.

A "Grievance" is a claim by a patrolman or the P.B.A. based upon a violation of the specific Articles of this Agreement, affecting a patrolman or a group of patrolmen.

2. Aggrieved Person.

An "Aggrieved Person" is the person or persons of the P.B.A. making the claim.

3. Party in Interest.

A "Party in Interest" is the person or persons making the claim and any person including the P.B.A. or the Borough who might be required to take action or against whom action might be taken in order to resolve the claim.

4. All grievances must be presented no later than thirty (30) days from the date of the grievance or within thirty (30) days after the grievant would reasonably be expected to know of its occurrence.

5. Failure of the employee to appeal within any of the time-frames of this grievance procedure shall be deemed an abandonment of the grievance. Failure of the Borough to respond within any of the time-frames of this procedure shall be interpreted as a denial, and shall automatically be moved to the next step. This automatic movement shall not apply to arbitration matters; the party shall have thirty (30) days to file for arbitration.

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 patrolmen. 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.

2. Level One - Immediate Superior:

A patrolman with a grievance shall first discuss it with the Director of Police\* or his designee, either directly or through the P.B.A.'s designated representative, with the object of resolving the matter informally.

3. Level Two - Borough Police Committee:

If the aggrieved person is not satisfied with 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 P.B.A. within five (5) days after the decision at Level One or ten (10) days after the grievance was presented, whichever is sooner. Within thirty (30) days after receiving the written grievance, the P.B.A. shall refer it to the Borough Police Committee.

4. Level Three - Borough Council:

In the event the grievance is not resolved at the second step, or if no decision has been rendered within twenty (20)

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\*Should the Borough appoint a Chief of Police, the parties agree to meet and negotiate as to whether this will continue or be replaced by "Chief of Police." Negotiations shall include all instances in this contract where this title appears.

days, either party may within fifteen (15) days, refer the grievance to the Borough Council for resolution. The Borough Council shall answer within thirty (30) days from receipt of the grievance in writing.

5. Level Four - Arbitration:

(a) If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if a decision has not been rendered within thirty (30) days after the grievance was delivered to the Borough Council, he may within five (5) days after a decision by the Borough Council, or thirty (30) days after the grievance was delivered to the Borough Council, whichever is sooner, request in writing that the P.B.A. submit his grievance to arbitration; and if the P.B.A. determines it to be meritorious, it may submit the grievance to arbitration within thirty (30) days after receipt of a request by the aggrieved.

(b) Within ten (10) days after such written notice of submission to arbitration, the P.B.A. and the Borough shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Public Employees Relations Commission (PERC) by either party. The parties shall then be bound by the rules and procedures of the agency selected.

(c) The arbitrator's decision shall be in writing and shall be submitted to the Borough Council and the P.B.A. and shall be final and binding upon the parties.

(d) In the event that arbitration 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 C5 (b) of this Article.

(e) The costs of the services of an arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the costs of the hearing room shall be borne by the losing party. Any other expenses incurred shall be paid by the party incurring same.

D. RIGHTS OF PATROLMEN:

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by his representative(s) or by the P.B.A. The P.B.A. shall have the right to represent and to state its views at all stages of the grievance procedure.

E. REPRISALS:

No reprisals of any kind shall be taken by the Borough Council or by any member of the Borough Council against any party in interest, any representative, any member of the Association or any other participation in the grievance procedure by reason of such participation. By the same token, no reprises of any kind shall be taken by the P.B.A. or any member of the P.B.A. against any party in interest, any representative, or any member of the



Borough Council or any other participant in the grievance procedure by reason of such participation.

#### ARTICLE IV

#### WORK SCHEDULE

##### A. WORK HOURS:

1. The present work schedule currently in effect at the opening of negotiations shall be subject to change in a fashion and manner agreed upon by the Director of Police and the individual officers of the P.B.A. The intent of this paragraph is that officers, subject to approval by the Director of Police, shall be permitted to work either alternating or steady shifts to the extent same can be accommodated without negatively impacting the operations of the Police Department.

2. In all cases, patrolmen's work load shall not exceed forty (40) work hours per week.

##### B. WORK YEAR:

The work year for patrolmen shall be from January 1st to December 31st except for purposes of longevity, salary steps, and vacation schedules.

##### C. DAILY WORK HOURS:

###### 1. Schedule Posting:

Work schedules showing the employee's shifts, work days, and hours shall be posted in an area accessible to all patrolmen.

2. Work Shift:

Each work shift shall consist of eight (8) hours of work, depending on the work shift election chosen pursuant to Article IV, paragraph A(1), inclusive of a 30 minute lunch/dinner period. In addition, each patrolman shall be entitled to two (2) fifteen (15) minute breaks during the daily work shift. All employees shall be scheduled to work on a regular shift and shall be advised of a regular starting and quitting time. Changes to an employee's working hours shall be by mutual agreement whenever possible. Any involuntary change shall be subject to the provisions of Article III of this Agreement.

ARTICLE V

CALL TIME AND OVERTIME

A. Any employee called to return to work outside of his regularly scheduled shift shall be paid a minimum of four (4) hours at the pay rate of time and one-half (1 1/2); or, alternatively, at the employer's option, shall receive the equivalent of same in compensatory time off with pay.

B. Overtime shall be paid at the rate of time and one-half (1 1/2) the employee's regular hourly rate of pay for all time worked in excess of forty (40) hours in any work week.

C. In the event an employee is called to duty other than his normal assignment for appearances in either a municipal court, grand jury, or any other court, as a result of and in the course of job-related activity, the employee shall be paid on the

following basis: If the employee goes to the court and if the time involved is greater than the forty (40) hour work week for any seven (7) day period described hereinabove, then the employee shall receive time and one-half (1 1/2). However, if the employee's time spent in court is during the initial forty (40) hour work week, then he shall receive the normal straight time. The amount of time which shall be credited the employee for payment under the terms of the paragraph shall be the actual time spent in court, except that in no event shall he receive credit for less than 2 hours no matter what actual time is spent in court. It shall not include time spent on telephone standby.

D. It is the desire of the parties that overtime be distributed on an equitable basis, while meeting the manpower needs of the Township. To accomplish this, the Borough shall first seek volunteers for overtime; however, in the event of an emergency and/or if no volunteer is available, the Borough may require an officer to work overtime.

If the need for overtime occurs because of an unanticipated absence of an employee on an immediately following shift, the Borough shall first offer the overtime opportunity to those officers then working by offering them the opportunity to hold over for the additional shift. If no officer shall volunteer to hold over, then the overtime will be offered to the officer next on the overtime list, which list shall consist of all officers in the Department in order of their seniority in the Department. For the purposes of overtime equalization, an officer who refuses an

overtime opportunity shall be considered to have worked the overtime. Nothing in this section shall prevent an officer from holding over, or otherwise working overtime, to finish a specific assignment, and such overtime shall not be considered as an overtime opportunity for the purposes of the equitable distribution of overtime as set forth in this section. Nor shall it be considered an overtime opportunity subject to this section if the amount of overtime required is estimated to be one hour or less at the beginning or end of the shift. In that case, an officer may be requested to hold over.

## ARTICLE VI

### RIGHTS OF PATROLMEN

A. No patrolman shall be disciplined, reduced in rank or denied any professional advantage without just cause.

B. Anytime a patrolman is called before the Borough Council regarding any action which could adversely affect the continuation of employment of that patrolman, he shall be given notice of meeting and reasons for same and shall have a representative of the Association present to advise him at the meeting of council.

C. The parties hereby acknowledge the command responsibility of the Director of Police of the Borough of Surf City and the responsibilities and duties of that office as Director of Police.

D. Each patrolman shall have the opportunity to review his personnel folder at any time during normal working hours. In all cases, the patrolman shall be afforded copies of any material

placed in the personnel folder of the patrolman which shall be sent to the officer by certified mail, return receipt requested by the municipal clerk.

E. Any material showing a reprimand or disciplinary action shall be removed from the folder of the patrolman after three (3) years in which the conduct or evaluations of the patrolman have been satisfactory since the date of the incident.

F. Any and all benefits previously enjoyed by the members of the P.B.A. will remain in effect unless otherwise agreed by both parties. This Agreement does void all other provisions of any prior Agreement with the Borough of Surf City.

1. No Waiver:

Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed as a waiver thereof. This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which employees are entitled by law.

2. Savings Clause:

If any provision(s) of this Agreement is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Agreement.

G. The P.B.A. shall have a bulletin board made available to it.

H. Police officers shall not have personal mail sent to them at the Police Department. Any mail which is received, however, shall be given to that addressee unopened.



I. Officers may change shifts with fellow officers as long as coverage is maintained; however, no officer shall work a double shift because of these changes. Permission shall not be required, but ranking officer shall be notified twenty-four (24) hours in advance. In addition, with regard to said notice, any officer changing his shift in this fashion shall reduce his request to writing which may be submitted after the fact and not necessarily in advance of the change.

J. Qualified breathalyzer operators shall be used on a rotating basis, if on duty. If a call-in is required, patrol officers and sergeants shall be called in prior to administrative officers whenever possible and this call-in shall be done on a rotating basis.

## ARTICLE VII

### STANDBY

Except as is otherwise provided in Article V, C, in the event an employee is required to standby for possible work, that employee will receive compensation for the time on standby. That rate shall equal two-thirds (2/3) his normal salary.

## ARTICLE VIII

### VACATIONS

The number of vacation days shall be determined by the anniversary date of the employee. All vacations shall be taken during the year the vacation days become available and vacation

time shall not be accumulated. Insofar as possible, vacations shall be scheduled between September 10th and June 15th of the following year. Exceptions to this ruling may be made by the Director of Police. This schedule pertains to all full-time employees and does not include part-time employees.

<u>Completed Year of Service</u>	<u>Amount of Vacation Time</u>
One Year	5 working days
Two Years and up to and including Five Years	10 working days
Six Years	11 working days
Seven Years	12 working days
Eight Years	13 working days
Nine Years	14 working days
Ten Years	15 working days
Eleven Years	16 working days
Twelve Years	17 working days
Thirteen Years	18 working days
Fourteen Years	19 working days
Fifteen Years	20 working days

Additionally, new officers shall be entitled to one vacation day per every seventy (70) days of employment up until completion of the first year of employment after which the above schedule shall take effect.

Seniority shall prevail in the selection of vacation time.

## ARTICLE IX

### COMPENSATION

#### A. SALARY:

1. The Annual Base Salary for each of the Patrolmen Classifications shall be as follows:



	<u>1/1/92</u>	<u>1/1/93</u>	<u>1/1/94</u>
Non-Academy Grad., Probationary	\$23,854	\$25,046	\$26,549
Academy Grad., 1st Yr., Probationary	\$26,504	\$27,829	\$29,499
Starting 2nd Full Yr.	\$27,985	\$29,384	\$31,147
Starting 3rd Full Yr.	\$30,228	\$31,739	\$33,644
Starting 4th Full Yr.	\$32,469	\$34,092	\$36,138
Starting 5th Full Yr.	\$34,761	\$36,499	\$38,689

Salaries are based upon a 2080 hour work year; and salary step increases shall occur on the employee's anniversary date of hire.

B. LONGEVITY:

Longevity shall be paid to every police officer in addition to his normal Base rate of pay, determined on a yearly basis by the following schedule:

Years of Service

After the Completion of Six (6) Years . . . . .2% of Base Salary  
 After the Completion of Nine (9) Years. . . . .4% of Base Salary  
 After the Completion of Thirteen (13) Years . . .6% of Base Salary  
 After the Completion of Seventeen (17) Years . . .8% of Base Salary  
 After the Completion of Twenty-One (21) Years . .10% of Base Salary

"Years of Service" shall be defined as continuous service as full time employee.

Any officer who as already received longevity payments under the prior contract shall continue to receive the same longevity under that contract, as enhanced by the provision of this contract at the appropriate time. Any officer who would have received longevity payments in 1990 based upon the longevity rates set forth in the prior contract, shall receive longevity payments under that contract.



Longevity benefits do not become a part of the Gross Base Pay at any time when computing an increase in the Gross Base Salary as a result of additional Longevity Benefits.

## ARTICLE X

### LEAVES AND HOLIDAYS

#### A. BEREAVEMENT:

1. Leave with pay not exceeding five (5) consecutive days, including the date of death, or the date of the funeral, or some day in between, shall be granted to an employee in the event of death in his immediate family. For the purposes of this paragraph, "immediate family" is defined as parent, spouse, or child.

2. Leave with pay not exceeding three (3) consecutive days, including the day of death, or the date of the funeral, or some day in between, shall be granted to an employee in the event of death in his family. For the purposes of this paragraph, "family" shall be defined as grandparents, brother or sister, or a relative living under the same roof, or the parent or grandparent of the employee's spouse.

3. In addition to the above, a temporary leave of absence may be authorized by the Director of Police with the approval of the Borough.

4. Two (2) additional days of Bereavement Leave shall be allowed if the funeral takes place out of the state of New Jersey.

B. HOLIDAYS:

1. There shall be thirteen (13) predetermined holidays for the employees of this P.B.A. which shall be the same holidays for other permanent employees of the Borough of Surf City. In the event there is an enlargement of the number of holidays for other employees of the Borough of Surf City, such enlargement of holidays will likewise benefit the employees of this P.B.A., even without further changes in this Agreement.

2. In the event an employee is required to work on any one of the thirteen (13) holidays prescribed by the Borough, said employee will receive compensatory time for the holiday worked, which compensatory time will be selected by the employee, with the approval of the Director of Police.

C. SICK LEAVE:

1. The parties agree that each employee covered by the terms of this Agreement shall be entitled to ten (10) days sick leave per annum, with no loss of insurance benefits.

2. At any time after an employee has been absent from work for a period longer than three (3) consecutive days, the Police Chief may request that before returning to work the employee secure a doctor's certificate indicating that the employee is capable of returning to work and also stating the nature of the illness or injury which caused the absence from work.

3. The Borough shall pay up to \$8,000.00 for unused sick days at time of Retirement as long as the individual leaves the employ of the Borough in good standing.

4. Officers shall accumulate unused sick days, without limit, for use in the event of illness or disability.

5. An officer can use his/her sick leave to care for members of his/her immediate family who reside in the same household. Immediate family for this purpose is defined as spouse, child and parent.

D. PERSONAL LEAVE:

1. All full-time police officers shall be entitled to four (4) personal leave days per annum, cumulative, effective January 1, 1982. No full-time police officer shall be permitted to take more than four (4) personal leave days per annum, regardless of whether or not the personal leave days are accumulated over years of service. Each full-time police officer shall be permitted to accumulate up to and including sixty (60) personal leave days, which days shall be paid to the employee when his employment with the Borough of Surf City is terminated, provided the employee leaves the employ of the municipality under honorable and amicable conditions. For purposes of this section, honorable and amicable conditions shall include retirement, disability, voluntary termination with two or more week's notice to the employer, or death. Voluntary termination by the employee without proper notice or termination by the employer shall not be considered honorable and amicable conditions. All police officers who intend to utilize a personal leave day shall notify the Director of Police no later than seventy-two (72) hours in advance. No personal leave shall be permitted without the permission of the Director of Police if



notice is provided to the Director of Police less than seventy-two (72) hours in advance.

## ARTICLE XI

### HEALTH CARE INSURANCE

A. The parties agree that Police Officers covered by the terms of this Agreement shall also be privy to and covered by the present health insurance plan applicable to all other Borough employees, and shall derive any and all benefits offered by said plan.

B. The parties further agree that police officers covered by the terms of this Agreement shall also be privy to and covered by a full-family dental plan, co-pay, \$25.00 per person per year, non-deductible on preventive 100%; class 2 services provided for 80%; class 3 services provided for 50%; maximum of \$1,000.00 per person per year. The plan to be determined by the Borough.

C. The parties further agree that the police officers covered by the terms of this Agreement shall also be privy to and covered by a prescription plan to be obtained by the Borough which shall be a \$3.00 co-op plan. This means that the employee shall pay only \$3.00 towards any prescription obtained by him or his family under this plan; nothing in said plan shall require the employee or his family to obtain generic prescriptions.

D. The parties further agree that the police officers covered by the terms of this Agreement shall be entitled to an optical plan through which the Borough will reimburse an officer up to \$75.00

in any two year period; and a maximum of \$45.00 will be toward the cost of the examination and a maximum of \$30.00 will be toward the cost of eye glasses or contact lenses. The reimbursement may be utilized for costs incurred for the officer or a member of his family, but the total reimbursement shall not be more than \$75.00 in the said two year period.

## ARTICLE XII

### PRIVATELY OWNED VEHICLES

When, by necessity, the Employer requires an employee to use his privately owned vehicle for a police function, the employer agrees to reimburse the employee in the amount permitted by the Internal Revenue Service for mileage reimbursement for miles traveled for said function. Said money shall be reimbursed to the employee upon the submission of a proper voucher in accordance with department rules and regulations and shall be paid to him in the normal course of business by the Borough. The employee shall be responsible for retaining all necessary insurance for his automobile and shall make no claim against the employer for any damages arising out of the employee's use of his automobile.

## ARTICLE XIII

### COLLEGE REIMBURSEMENT

The Borough of Surf City will pay the college tuition for police officers taking courses in the fields of crime prevention, criminal justice, etc., which directly relate to police work.



Prior approval by the Director of Police and/or the Police Committee shall be required. In order to receive tuition, a passing grade must be obtained. However, the employer will advance the tuition as outlined above, if a passing grade is not obtained, the employee will refund the tuition to the employer. An officer may apply to the Borough for reimbursement for courses other than those which relate directly to police work, subject to the same conditions set forth above, and also subject to the approval of an official designated by the Borough.

#### ARTICLE XIV

##### UNIFORMS AND EQUIPMENT

A. It is the responsibility of every police officer covered by this Agreement to be in proper uniform while on duty with the Borough of Surf City. Proper uniform shall be defined by the Director of Police and may be changed from time to time within his discretion. To defer the cost of such uniforms, the employer agrees that a complete set of uniforms as required by the Borough shall be supplied to each new police officer at the total expense of the Borough. However, the employer agrees to reimburse each police officer the sum of \$1,100.00 for replacement and maintenance of said uniforms in 1992; \$1,150.00 in 1993; and \$1,200.00 in 1994. With regard to newly hired officers, these officers shall be allocated \$150.00 for maintenance if the new hire receives complete new issue from the Borough and the allowance permitted herein shall be pro-rated over the course of the employee's first year term.

Such payments shall be made directly to the police officers during the first pay period in January of each year.

The Borough may choose the firms to supply the uniforms to members of their police department; however, a firm named "Reds" in Lakehurst, New Jersey shall be one of those designated as official supplier.

B. EQUIPMENT:

1. The Borough shall supply each vehicle with a streamlight flashlight or its equivalent.

2. Officers carrying 9mm automatics are permitted to carry same with or without a round in the chamber.

3. Officers shall be permitted to wear jumpsuits, or other appropriate foul weather clothing in appropriate weather conditions subject to the discretion of a superior officer in charge of the shift.

ARTICLE XV

MISCELLANEOUS

A. As of January 1, 1992, a Two Thousand Dollar (\$2,000.00) shift differential shall be paid to each officer who works a minimum of 60% of his/her time between the hours of 4:00 p.m. and 8:00 a.m., said percentage measured over the course of one year. The amount of the shift differential shall increase to Two Thousand Three Hundred Dollars (\$2,300.00) per year effective January 1, 1993, and shall increase to Two Thousand Four Hundred Dollars



(\$2,400.00) effective January 1, 1994; said differential to be paid under the same conditions as set forth above.

B. In the event that an employee works less than six months (i.e., a new hire), then said employee shall receive a pro-rated dollar value of the 60% based upon the numbers set forth above.

C. Paid Emergency Leaves may be granted at the discretion of the Council on a case by case basis without loss of pay to an employee.

D. If members of the Bargaining Unit are called to serve on Jury Duty, the past practice of Surf City shall continue in effect and said officer shall suffer no loss in pay.

E. After 25 years of employment with the Borough of Surf City and Retirement into the retirement plan, the Borough shall continue to pay medical benefits as per the present practice.

## ARTICLE XVI

### DURATION AND EFFECT

A. The duration of this Agreement shall be for three years commencing January 1, 1992 and expiring on December 31, 1994.

B. The Base Salary Guide, the shift differential, the clothing allowance, longevity entitlements, and the optical plan shall be retroactive to January 1, 1992.

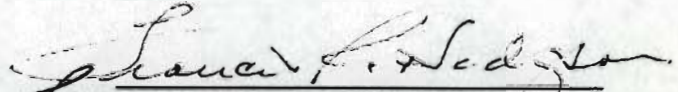


C. All articles will remain in effect until a successor agreement has been negotiated.

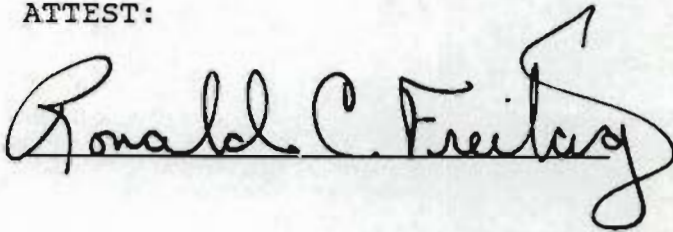
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 11<sup>th</sup> day of November, 1992.

ATTEST:

  
Borough Clerk

  
LEONARD T. CONNORS, JR.  
Mayor of the Borough of Surf City

ATTEST:

  
Ronald C. Freilich

POLICEMEN'S BENEVOLENT  
ASSOCIATION, INC.  
LOCAL NO. 175

