

**AGREEMENT**

between

**BOROUGH OF SEA BRIGHT  
MONMOUTH COUNTY, NEW JERSEY**

and

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

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JANUARY 1, 2006 THROUGH DECEMBER 31, 2009

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**PREAMBLE**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2006, 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 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.

(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.

**ARTICLE IV**

**SALARIES/LONGEVITY**

**SALARY**

A. Effective January 1, 2006, the salary schedules for all officers recognized as being represented by the PBA shall be as set forth below.

**SCHEDULE A**

For the year 2006, salaries for Employees hired before January 1, 2000 and covered by this Agreement have been raised 3.5% from the previous year and all employees shall be paid shall be as follows:

01/01/06 – 12/31/06

Captain of Police/Grade 1	\$87,403.65
Lieutenant of Police/Grade 1	\$83,725.76
Sergeant of Police/Grade 1	\$80,553.20
Corporal of Police/Grade 1	\$79,054.86
Patrolman	\$77,556.89

SCHEDULE B

For the year 2007, salaries for Employees hired before January 1, 2000 and covered by this Agreement have been raised 3.5% from the previous year. The schedule of salaries for all employees shall be as follows:

01/07 – 12/31/07

Captain of Police/Grade 1	\$90,462.78
Lieutenant of Police/Grade 1	\$86,565.16
Sergeant of Police/Grade 1	\$83,372.56
Corporal of Police/Grade 1	\$81,821.78
Patrolman	\$80,271.38

SCHEDULE C

For the year 2008, salaries for Employees covered by this Agreement and hired before January 1, 2000 have been raised 3.5% from the previous year and shall be paid as follows:

01/08 – 12/31/08

Captain of Police/Grade 1	\$93,628.97
Lieutenant of Police/Grade 1	\$89,689.12
Sergeant of Police/Grade 1	\$86,290.60
Corporal of Police/Grade 1	\$84,685.55
Patrolman	\$83,080.88

SCHEDULE D

For the year 2009, salaries for Employees covered by this Agreement and hired before January 1, 2000 have been raised 3.5% from the previous year and shall be paid as follows:

	<u>01/09 – 12/31/09</u>
Captain of Police/Grade 1	\$96,905.99
Lieutenant of Police/Grade 1	\$92,828.24
Sergeant of Police/Grade 1	\$89,310.77
Corporal of Police/Grade 1	\$87,649.54
Patrolman	\$85,988.71



## 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	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.

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.

Irrespective of the health benefits provided to the officer under 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 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 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.

**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

## 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.

## ARTICLE XII

### CLOTHING ALLOWANCE, EDUCATION BENEFITS

#### **Clothing Allowance**

A. 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 2006 and the same shall be paid to each full time police officer in a lump sum on the first pay period of January in 2007, 2008 and 2009.

#### **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 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.