

**A G R E E M E N T**

**BETWEEN**

**THE BOROUGH OF BRADLEY BEACH**

**AND**

**LOCAL NO. 50 OF THE NEW JERSEY STATE P.B.A.**

**BRADLEY BEACH POLICE DEPARTMENT**

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**January 1, 2023 through December 31, 2026**

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**PREAMBLE**

**THIS AGREEMENT**, entered into this        day of March, 2023, by and between the Borough of Bradley Beach, in the County of Monmouth, a Municipal Corporation of the State of New Jersey, hereinafter called the "Borough" and Local No. 50 for the New Jersey State P.B.A., the Bradley Beach Police Department Section, hereinafter called the "Association," represents the complete and final understanding of all bargainable issues between the Borough and the Association.

**ARTICLE I**  
**RECOGNITION**

A. The Borough recognizes the Association for the purpose of collective negotiations as the exclusive representative of all probationary and regular full-time police officers of the Police Department of Bradley Beach, except the Police Chief and the Deputy Police Chief. Any references to males hereinafter contained shall include female officers.

B. This Agreement shall be binding upon the parties hereto.

## ARTICLE II

### COLLECTIVE BARGAINING PROCEDURES

A. Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agents of each of the parties.

B. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party. The first bargaining session will be held by September 1<sup>st</sup> to discuss the following year's contract.

C. Employees of the Borough who may be designated by the Association to participate in collective bargaining meetings called for the purpose of the negotiations of a collective bargaining agreement will be excused from their work assignments, but shall remain subject to call.

D. Not more than four (4) representatives of each party shall participate in collective bargaining meetings excepting, however, that the attorneys for each party shall not be included within the numbers herein referred to.

## ARTICLE III

### CONDUCTING ASSOCIATION BUSINESS ON BOROUGH TIME

#### A. Grievance Committee

The Borough shall permit members of the Association Grievance Committee consisting of up to four (4) members to conduct the business of the committee, which consists of conferring with Employees and management on specific grievances in accordance with the Grievance Procedure set forth herein, during the duty hours of the members without the loss of pay, provided the conduct of said business shall not diminish the effectiveness of the Police Department or require the recall of off-duty policemen to bring the Department to its proper effectiveness. No more than two (2) members of the grievance committee from Bradley Beach shall conduct said business while on duty at any one time under this Section. The Association shall provide a list, in writing, of the Association Grievance Committee members by January 15<sup>th</sup> of each calendar year to the Mayor or designee and the Chief.

#### B. Negotiating Committee

The Borough shall permit members of the Association Negotiating Committee to attend collective bargaining meetings during the duty hours of the members. However, only two (2) members of such Committee shall be permitted to attend such meetings without loss of pay, each for a period of six (6) meetings. The Association shall provide a list, in writing, of the Association Negotiation Committee members by January 15<sup>th</sup> of each calendar year to the Mayor or designee and the Chief.

#### C. If the President, First Vice-President, or State Delegate of P.B.A. Local No.

50 is a member of the Bradley Beach Police Department, he shall be granted time off, without the loss of compensation, to attend to official Association business.

Only one (1) official shall be excused from duty if members occupy more than one position, the designation of that official shall be determined by the Association.

Denial of said leave shall only be made in the event of an emergency.



## ARTICLE IV

### DISCRIMINATION AND COERCION

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

## ARTICLE V

### GRIEVANCE PROCEDURE

#### A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problem which may arise affecting the terms and conditions of this Agreement, and to resolve grievances as soon as possible so as to assure that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any Employee having a grievance to discuss the matter informally with the Chief of the Department, and having the grievance adjusted without the intervention of the Association.

#### B. Definitions

1. The term "Grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement, and may be raised by an individual Employee, the Association or the Borough.

2. The term "days" shall mean working days, defined as Monday through Friday, excluding holidays, whether the employee(s) work the day(s) or not.

#### C. Steps of the Grievance Procedure

1. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety, unless any step is waived by written mutual consent of the applicable parties.

##### Step One:

(a) An aggrieved party shall institute action under the provisions hereof by

requesting an informal conference with the Chief of the Department who shall make every good effort to resolve the issue. If, however, said grievance cannot be resolved at the informal conference, the aggrieved party shall reduce the grievance to writing and present it to the Chief of the Department within ten (10) days after the informal conference, was held. Failure to so act within ten (10) days shall be deemed to constitute an abandonment of the grievance.

(b) The Chief of the Department or his designee or the Association, as the case may be, shall render a written decision within ten (10) days after receipt of the written grievance.

**Step Two:**

(a) In the event the grievance is not settled through Step One, the same shall be reduced to writing by the Association and signed by the aggrieved and filed with the Mayor or designee within fifteen (15) days following the determination by the Chief of the Department.

(b) The Mayor or designee or the Association shall render a decision in writing within fifteen (15) days from the receipt of the grievance.

**Step Three:**

(a) If the grievance is not settled through Steps One and Two, either party (defined as the Association or the Borough) may refer the matter to the Public Employment Relations Commission within ten (10) days after the determination by the Mayor or designee. An Arbitrator shall be selected pursuant to the Rules of the Public

Employment Relations Commission.

(b) However, no Arbitration Hearing shall be scheduled sooner than thirty (30) days after the final decision of the Mayor or designee. In the event the aggrieved elects to pursue his appellate right in accordance with New Jersey statutes, the Arbitration Hearing shall be canceled and the matter withdrawn from Arbitration. The Association shall pay whatever costs may have been incurred in processing the case to Arbitration.

(c) The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto. After hearing the dispute, the Arbitrator shall render his decision within thirty (30) days. The decision of the Arbitrator shall be final and binding, subject to applicable law.

(d) The cost for the services of the Arbitrator shall be borne equally between the Borough and the Association. Any witness shall be paid by the party incurring same.

## ARTICLE VI

### MANAGEMENT RIGHTS

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

1. Manage Employees of the Borough, to hire, promote, transfer, assign or retain Employees in positions within the scope of the Borough's rights, and in that regard to establish work rules and regulations. Such work rules and regulations shall be in written form and a copy shall be provided to each member of the Association and with applicable amendments thereto, when amended.

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, all of which shall be subject to and contingent upon the faithful performance of this Agreement. In the event anything herein contained shall be in conflict with any existing ordinance, rule or regulation of the Borough, this said Agreement shall supersede the same where inconsistent therewith.

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

## ARTICLE VII

### HOURS AND OVERTIME

A. The annual work schedule shall consist of not more than two hundred forty-seven (247) shifts per year, and any time over and above shall be considered as overtime at the discretion of the Director or his designee. Further, any time over and above the 247 shifts may be taken as "Adjust-time" off, at the discretion of the Chief of Police. In times of emergency, all Employees covered by this Agreement are subject to call, unless they are on sick leave. Employees, except detectives, who are required to work overtime approved by the Chief of Police or his designees, will be compensated for such overtime work after one-quarter (1/4) of an hour, at the rate of time and one-half (1 ½) of the normal hourly rate of pay of said Employee. Such overtime shall be subject to the approval of the Chief of Police or his designee. (It is further understood and agreed that the time spent by an Employee of the police force attending school shall be at a rate of straight time and shall be considered separate and apart from any other time worked in the Department on that particular day; however, there shall be no double payment.)

The work schedule shall consist of a "4-2" monthly rotation of four (4), eight (8) hour, shifts worked with two consecutive days off. The shifts shall be 11:00 p.m. to 7:00 a.m., 7:00 a.m. to 3:00 p.m., and 3:00 p.m. to 11:00 p.m. This incorporates the current (4 on 2 off) work schedule, which follows a monthly rotation of three primary shifts, 11 PM to 7 AM, 7 AM to 3 PM and 3 PM to 11 PM, in that order. The parties further agree the schedule allows for the following exceptions to these rotation of shifts. The three (3)

least senior officers in the department, which will be determined by their date of hire, will be declared "Floaters". The schedule for these officers may be adjusted for shift coverage in no specific rotation. However, these officers will remain protected by all other terms of the contract agreement between the Borough of Bradley Beach and Local #50 of the New Jersey State PBA - The Bradley Beach Police Association.

The parties agree to current overlapping shifts. The overlapping shifts shall be used when necessary as determined by the Chief of Police. The Chief of Police shall have the ability to change the hours of an overlapping shift back to a primary shift. In the event the hours of a shift are to be changed, the Chief of Police will provide a minimum of four (4) hours notice to the Employee scheduled to work the shift in question.

B. Overtime is herewith defined as that work performed by an Employee exceeding one-quarter (1/4) hour of the Employee's tour of duty, or when said Employee is recalled to duty on his day off, or other than his tour of duty. (Overtime rotation will continue as has been in the past with the P.B.A. keeping the overtime rotation book records.)

C. Any Employees recalled to duty on his day off or recalled other than the continuance of his regular tour of duty, shall be guaranteed a minimum of two (2) hours at the overtime rate as herein provided, except for a "Signal 66" to be used only in the case of emergencies, where only a telephone call is required to Police Headquarters by the Employee. If, as a result of such phone call, the Employee(s) are specifically requested to come to headquarters, they will be paid the guaranteed overtime rate mentioned hereinabove.

D. All court appearances, excepting any matter wherein a civilian is complaining of or instituting suit against civilian or civilians, in a matter pertaining to civil litigation shall be construed to be work and applicable provisions of this Article as to overtime pay and minimum recall time of two (2) hours, shall be applied to Court appearances, except as prohibited by N.J.S.A. 40A:14-135. Records for Court attendance shall be prescribed, supplied and maintained by the Borough.

E. Compensation for overtime shall be paid to the Employees at the end of the usual pay period next succeeding that in which such overtime was worked when and wherever possible.

F. Whenever an Employee elects compensatory time off in lieu of overtime, he shall be entitled to one and one-half (1 ½) time the actual hours worked in overtime, not to exceed a maximum accumulation of eighty (80) hours. Employees covered by this Agreement shall have the ability to bank up to eighty (80) hours compensatory time and will be able to take compensatory time on a daily basis provided that the Employees give the Chief of Police thirty-five (35) days advance notice of their intention to take their compensatory time off.

The parties agree to limit the use of compensatory time off during the time period between June 15<sup>th</sup> and September 15<sup>th</sup>. Compensatory time off during these months will be at the discretion of the Chief of Police.

G. The Association agrees to share with the Borough, and without compensation, the time required to successfully promote police week and open house in the furtherance of good community relation. The Chief of Police or his designee may, from



time to time, call general meetings of the Police Department for the purpose of instruction and/or procedural guidance and information. Such general Police meetings shall not exceed four (4) meetings per calendar year. Any additional meetings called by the Chief of Police or his designee in excess of four (4) meetings shall be deemed overtime, and each member of the Association who attends such additional meetings shall be paid at the rate of one and one-half (1 ½) times their base pay for the time spent at such meetings.

H. Members of the Association, above the rank of Patrolman, who are shift commanders, hereby agree to attend sixteen (16) meetings per calendar year with the Chief of Police or their designee without compensation.

I. (1) The Chief of Police or his designee, shall post the work schedule of the Employees covered by this Agreement in a prominent location, one (1) month in advance of the time said schedule is to become effective.

(2) Said advance scheduling requirement is specifically subject, however, to the absolute discretion of the Chief of Police to make reasonable changes in the advance schedule in the event of public emergency, disasters, schooling notices, *etc.*

(3) Changes in days off occurring during the applicable scheduling period may be handled by the Employees by changing with one another so long as the shift is covered and the Chief of Police or his designee gives written approval of the change within twenty-four (24) hours before the day off is to take effect. If there is a vacancy on a shift due to schools, *etc.*, changes can be made with the agreement of the parties involved and with the approval of the Chief of Police or his designee.

J. The term "emergency," as used within this Article, includes but is not limited to civil disturbances, riots, disorderly assemblages, and disasters, or other serious occurrences, whether brought about by natural causes or by the action of any person, where such state may, in the opinion of the Chief of Police, cause violence and injury to be inflicted upon persons in the Borough or may cause damage to and destruction of property belonging to people within the Borough.

K. In the event the overtime provisions of this Agreement is deemed to be void by State Statute or by Court decision, the parties agree to reopen negotiation to formulate new language concerning the part of the overtime provision affected by the State Statute or Court decision as aforementioned. (The P.B.A. hereby agrees not to pursue claims against the Borough with regard to past payment of overtime if such provision is deemed void as aforementioned.)

## ARTICLE VIII

### SALARY

A. Base annual salaries for Employees covered by this Agreement shall be as set forth at Appendix A-1 through A-2 annexed hereto. All salary increases are effective and retroactive to January 1, 2023.

**B. Detective Personnel**

Any police officer assigned by the Chief of Police to the Detective Bureau shall be paid an additional \$2,000.00 above the comparable rank of uniformed officers. Any police officer temporarily assigned by the Chief of Police to the detective bureau shall be paid at a rate of \$2,000.00 per year, pro-rated, for the time said police officer is assigned to the Detective Bureau.

**C. Traffic Safety Officer**

Any police officer assigned by the Chief of Police to engage in police duties as Traffic Safety Officer shall be paid an additional \$1,000.00 above the comparable rank of uniformed officers, per year, pro-rated for the time said police officer is so assigned.

**D. Terminal Agency Coordinator**

Any police officer assigned by the Chief of Police to engage in police duties as Terminal Agency Coordinator shall be paid an additional \$500.00 above the comparable rank of uniformed officers, per year, pro-rated for the time said police officer is so assigned.

**E. Crime Prevention Officer**

Any police officer assigned by the Chief of Police to engage in police duties as

Crime Prevention Officer shall be paid an additional \$500.00 above the comparable rank of uniformed officers, per year, pro-rated for the time said police officer is so assigned.

**F. Firearms Instructor**

Any police officer assigned by the Chief of Police to engage in police duties as Firearms Instructor shall be paid an additional \$1,000.00 above the comparable rank of uniformed officers per year, pro-rated for the time said police officer is so assigned.

**G. Night Differential**

In addition to the above, there shall be payable to each police officer covered by this Agreement, an additional \$500.00 per year deemed night differential payment pro-rated for the time period said police officer is working for the Department.

## ARTICLE IX

### SICK LEAVE

A. Sick leave is defined as any absence from duty because of illness or accident not arising out of an Employee's course of employment and may be used by an Employee for personal illness or injury when he becomes incapacitated to a degree that it makes it impossible for him to perform the duties of his position, or who is quarantined by a physician because he has been exposed to a contagious disease. The time frame for reporting an absence for sick leave shall be no later than four (4) hours in advance of the Employee's tour of duty.

B. Part time and temporary Employees shall not be eligible for sick leave.

C. In order to avoid interruption of necessary public services, any absence for which sick leave is claimed shall be reported to the person working the switchboard at Police Headquarters who shall then report the same to the shift commander or Chief of Police, if available, in advance of the Employee's tour of duty. Failure to do so without good cause may be recorded as absence without leave with consequent loss of pay.

D. Regular full-time Employees shall receive sick leave credits of 1.1667 working days for each month of service for a total of fourteen (14) days per year, which may be accumulated without limit. If any such Employee uses none or only a portion of such allowable sick leave for any calendar year, the amount of such sick leave not taken shall accumulate to his credit from year to year and such Employee shall be entitled to such accumulated sick leave or absence with pay, if and when needed, at the officer's pay scale

at the time of using sick leave.

E. All Employees who have taken less than two (2) sick days leave in any calendar year shall receive additional vacation days in the ensuing year in accordance with the following schedule:

Zero (0) sick days taken.....2 additional vacation days

One (1) sick days taken.....1 additional vacation day

F. Sick leave claims shall be approved by the Chief of Police who satisfies himself they are justified before certifying them to the Borough Administrator.

G. Refusal of any Employee to comply with the instruction of his physician or to cooperate with the Borough physician may cause rejection of sick leave claim.

H. An Employee retiring for length of service, in lieu of accepting a cash separation payment for accumulated sick leave, as provided above, shall have the option, if such option is exercised in writing, to receive (terminal leave time) equal to the Employee's total accumulated sick leave, being the total time of accumulated sick leave at the pay scale of the individual officer at time of retirement. The provisions of this section shall only apply if the employee provides medical certification at least every four (4) weeks certifying their illness.

I. Employees hired prior to January 1, 2001 shall be able to cash in their accumulated sick time at retirement. In the event the total amount of accumulated sick time exceeds \$100,000, it shall be paid over a three (3) year period in equal increments. In the event of the death of the member, said payout shall be paid to the estate of the employee. The cash at separation for accumulated sick time for Employees hired after

January 1, 2001 shall not exceed one hundred fifty (150) days value and shall be paid at the pay scale of the individual officer at the time of retirement of said officer. This limitation shall not apply to any bargaining unit member hired prior to January 1, 2001. For Employees hired after January 1, 2012, the maximum amount of accumulated sick leave that can be paid out to the Employee shall be fifteen thousand dollars (\$15,000).

## ARTICLE X

### PERSONAL DAYS

A. Each police officer shall be entitled to six (6) personal days off per year (provided said police officer obtained one week's advance approval by the Chief of Police as to the specific requested days off) except in cases of personal emergency and if said personal day off is not used, then and in that event, unused personal leave days shall accumulate and be paid at the straight time daily rate for said officer on the first pay date after November 15<sup>th</sup> of each year.

B. Effective January 1, 2023, all police officers shall be entitled to three (3) personal days off per year. Patrol officers shall have three (3) of the formerly six (6) personal days converted to vacation days, which is reflected in Article XIV. Sergeants, Lieutenants and Captains shall have two (2) of the formerly six (6) personal days rolled into salary and one (1) personal day converted to a vacation day, which is reflected in Article XIV. Effective January 1, 2023, there shall no longer be a payout for unused personal days.



**ARTICLE XI**

**CLOTHING ALLOWANCE**

**A.** In the event all or part of the present uniform is changed, then such changes shall be borne by the Borough.

**B.** The Borough agrees to replace or repair any uniforms or equipment which is damaged in the execution of an officer's duties.

## ARTICLE XII

### HOSPITALIZATION AND INSURANCE AND PRESCRIPTION DRUG PLAN

A. The Borough of Bradley Beach shall provide enrollment in the Direct 15 Blue Cross/Blue Shield plan of the State of New Jersey Health Benefit Program for all full-time members of the Police Department upon the execution of this Agreement. All present health insurance benefits shall remain in effect until such enrollment is provided. Employees may choose to be covered by the Direct 10 plan or HMO plan, the difference in cost to be paid by the Employee. 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. The Borough agrees that it shall notify the Association upon its determination of a new carrier, however, the Employer must provide substantially similar benefits to the Employees. The question of whether or not such benefits are comparable under the new carrier and the existing carrier shall be subject to arbitration as though a final binding arbitration under the Grievance Procedure were in place, but only the terminal provision for binding arbitration shall apply to the resolution of this dispute.

1. Effective January 1, 2018 all members who are at the maximum contribution rate under Ch. 78 for healthcare benefits shall have their contribution rate lowered by 2.5% to 32.5%.
2. Effective January 1, 2019 all members who are at the maximum contribution rate under Ch. 78 for healthcare benefits shall have their

contribution rate lowered an additional 2.5% to 30%. It is agreed that this rate shall continue until such time as the parties negotiate any changes to the rate.

**B.** The Borough shall provide dental insurance for eligible Employees and their dependents effective January 1, 1984 and retroactive to that date. The plan selected for the period covered by this Agreement is issued by Blue Cross and Blue Shield of New Jersey and is known as the 25-99 Group Dental Program administered by Blue Shield of New Jersey. The standard for dental plan comparison shall be the dental plan in effect on August 1, 2001. The parties agree that in the event a dental insurance plan can be found which provides the same coverage as that contained in the current plan at a lower cost to the Borough, that insurance plan will be substituted in a successor agreement for the current insurance plan. The Borough will provide the same dental plan to all retired police officers retired after January 1, 1984. Retired police officers shall mean those officers who have retired after twenty-five (25) years or more of service or retired due to a state approved disability. The definition of retired police officer shall be pursuant to the New Jersey Police and Fire Retirement System Law definitions, for Employees on staff as of January 1, 1998 and thereafter.

**C.** The Borough shall provide health benefits to all eligible retirees of the Police Department and qualified dependents in accordance with the provisions of Ch. 88, P.L. 1974, by appropriate ordinance and/or resolution. The definition of retired police officer

shall be pursuant to the New Jersey Police and Fire Retirement System Law definitions, for Employees on staff as of January 1, 1998 and thereafter.

1. Effective immediately upon the ratification of this agreement, any member who retires shall contribute twenty (20%) percent of the healthcare premiums towards their healthcare, unless otherwise provided by law. This rate shall not be increased for any retiree who retires with this benefit.

D. The Borough shall continue to provide the prescription drug insurance plan under the New Jersey State Health Benefits Plan that is in effect related to the prescription plan so selected by the applicable active and retired police officers. Retired police officers shall mean those officers who have retired with twenty-five (25) or more years of service or retired due to a state approved disability. The definition of retired police officer shall be pursuant to the New Jersey Police and Fire Retirement System definitions, for employees on staff as of January 1, 1998 and thereafter.

E. The level of coverage, co-pays and all monetary benefits, as well as all other aspects of coverage under the New Jersey State Health Benefits Program are established solely by the New Jersey State Health Benefits Commission ("Commission"). The Commission's decisions are solely within their discretion and are not subject to negotiation.

F. Effective January 1, 2002, the employer shall provide a full family optical program for all bargaining unit members and their families.

## **ARTICLE XIII**

### **INJURY LEAVE**

A. Whenever a member of the Association is incapacitated from duty because of physical injury sustained in the performance of his duty, he shall receive his salary less such amounts as shall accrue or be paid to the injured member by Workers Compensation benefits. This said salary shall continue during the term and period of temporary compensation benefits as authorized by the Workers Compensation Statutes of the State of New Jersey. However, any permanent or partial permanent award made to said Employee by any Worker's Compensation Court, or any other court of competent jurisdiction shall be and remain the property of the said Employee and shall not be reimbursed to the Borough.

B. An Association member shall, as soon as practicable, after a physical injury has occurred, file a Workers Compensation Petition, and failure to do so shall render this said provision for payment of salary void, and said salary shall cease forthwith.

C. The provisions herein recited in the event of physical injury to a member of the Association shall not exceed the term or period of one hundred eighty (180) calendar days from the onset of said injury. The time wherein said member of the Association is not permitted or is unable by reason of certification by the Borough physician to perform such duties as shall be directed by the Chief of Police, or his designee, resulting from the said physical injury shall not be charged against sick leave of the said Association

member.

D. The Borough retains the right in its discretion to extend the period of payment referred to in all of the sections hereinbefore recited, due to illness or injury, beyond the term of 180 calendar days if permitted by law. The Borough's decision pursuant to this Section may be grieved, but the decision rendered at Step 2 shall be final and cannot be advanced to arbitration.

E. In the event a disagreement arises with respect to the existence or extent of a job-connected disability, such issue shall be determined by a physician agreed to by both parties.

## ARTICLE XIV

### VACATION

A. Regular full-time Employees shall receive vacation credits of one (1) working day for each month of service up to ten (10) full years, and one-half (1/2) working day extra for each year after completion of ten (10) full years of service, up to a maximum of twenty-three (23) working days. In addition to the above schedule, additional vacation days shall be credited under the following schedules:

1. Effective January 1, 2013, there shall be one (1) additional vacation day provided to all employees on January 1 of each year;

2. a. Effective January 1, 2023, there shall be three (3) additional vacation days provided to every member below the rank of Sergeant on January 1 of each year;

b. Effective January 1, 2023, there shall be one (1) additional vacation day provided to every member in the rank of Sergeant, Lieutenant and Captain on January 1 of each year;

3. All employees shall receive one (1) additional vacation day after completion of five (5) years of service on January 1 of each year;

4. All employees shall receive two (2) additional vacation days after completion of ten (10) years of service on January 1 of each year; and

5. All employees shall receive one (1) additional vacation day after completion of fifteen (15) years of service on January 1 of each year.

6. The total annual amount of vacation leave available to bargaining unit members, as established by all of the provisions of Sections A(1) through A(5) above in total, shall be as follows as of January 1 of each calendar year of the Agreement.

**(Patrol/Detectives)**

<i>Years of Service</i>	<i>Vacation Days</i>
0-5	16
6-10	17
11	19.5
12	20
13	20.5
14	21
15	21.5
16	23
17	23.5
18	24
19	24.5
20	25
21	25.5
22	26
23	26.5
24	27
25	27.5

**(Sgt.,Lt.,Capt.)**

<i>Years of Service</i>	<i>Vacation Days</i>
0-5	14
6-10	15
11	17.5
12	18
13	18.5
14	19
15	19.5
16	21
17	21.5
18	22
19	22.5
20	23
21	23.5
22	24
23	24.5
24	25
25	25.5

7. All vacations shall be taken during the current year, unless vacation cannot be taken due to business necessity. Vacation time shall not accumulate except with the written permission of the Mayor or designee. Vacation schedules shall be approved by the Chief of Police.



**B.** The choice of vacation time shall be based upon seniority in service and one (1) man per week will be entitled to take vacation during the months of June 15<sup>th</sup> through September 15<sup>th</sup>. Two (2) men per week shall be permitted to take vacation during all other times. Vacation time allowed by seniority shall be such that there will be a maximum of two (2) weeks per man during the time of June 15<sup>th</sup> through September 15<sup>th</sup>. Vacation weeks may be taken consecutively.

**C.** Choice of Christmas and New Year's week will be determined by rank and seniority, at the discretion of the Chief of Police, and shall be rotated.

## ARTICLE XV

### DISCHARGE AND SUSPENSION

A. No Employee shall be disciplined or discharged without just cause. An Employee who has been disciplined or discharged may grieve such action in accordance with the provisions hereinafter set forth in Article V, entitled Grievance Procedure, or may avail themselves of the statutory appeal procedure set forth in Title 40A of the New Jersey revised statutes, as appropriate.

B. Upon any suspension, demotion, discharge or any other appropriate disciplinary action against any Employee of the Association, a written copy of the charges levied against said Employee will be sent to the Chairman of the Association within five (5) days after such action is taken against said Employee by the Borough, provided that the Employee requests, in writing, that the same be accomplished.

C. This Article does not apply to probationary Employees.

**ARTICLE XVI**

**PENSIONS**

The Borough shall continue to make contributions pursuant to the laws and statutes  
of the State of New Jersey

## ARTICLE XVII

### FALSE ARREST INSURANCE

The Borough shall at its cost and expense provide False Arrest and Liability Insurance to cover each and every Employee of the Police Department, who is a member of the Association herein referred to and shall also include probationary patrolmen during the course of performance of their duties.

## ARTICLE XVIII

### DEATH IN THE FAMILY

A. Permanent Employees shall be granted up to three (3) days leave with pay, in the event of a death in his immediate family. Immediate family is defined as spouse, mother, father, brother, sister, son, daughter, stepchild, mother-in-law, father-in-law, step-mother, step-father, step-sister and step-brother, step parent-in-law, grandmother, grandfather, domestic partner (as defined by law) or relative living with the employee. Notice of such absence shall be given to the desk man who shall in turn notify the highest ranking police officer on duty at that time or the Chief of Police, as soon as possible, preferably before the Employee's starting time for the first day of the intended absence.

B. The Borough may require reasonable proof of such death. Under extenuating circumstances, the Mayor or his designee may extend the death leave of an Employee.

**ARTICLE XX**

**MISCELLANEOUS**

A. Upon the appointment of a probationary patrolman, the Borough Clerk of the Borough of Bradley Beach shall withhold in "escrow" estimated pension of said Employee until his permanent appointment, at which time said money will be applied to Employee's pension. This temporary Employee shall be given a written notice from the Borough clerk each and every six (6) months advising said Employee of the amount and whereabouts of said money.

B. The Borough shall provide a bulletin board in a conspicuous location in the Police Department Headquarters, for the use of the Association for posting notices concerning Association business and activities only. All such notices shall be posted only upon the authority of officially designated Association representatives and shall not contain malicious, inflammatory or annoying material and shall be on Association letterhead or signed by the Association President.

C. The Borough will provide Police Package Vehicles, to include air conditioning.

D. Members of P.B.A, Local No. 50 shall be entitled to a dues check-off for their full annual dues each pay period.

E. The Borough will reimburse an Officer the full tuition cost of an educational class taken, provided the class is deemed to be law enforcement related and applicable to the Officer's job performance and duties. The Chief of Police will have discretion and final say over whether or not the class fits the criteria of being law enforcement related. The Officer must attend the class on his own time. The taking of any class by an Officer must not interfere with or place hardships on the Department.

## ARTICLE XX

### OFF DUTY EMPLOYMENT

A. If any person, organization or agency desires the services of police officers, such person, organization or agency shall pay directly to the Borough, through its designee, ninety-three (\$93.00) dollars per hour. This amount shall be paid to the police officer(s) engaging in the off-duty employment in the pay period following the work. The private/governmental employer shall also pay the rate of Twenty-Five (\$25.00) Dollars per day per officer employed to the Borough, through its designee, which sum is to be used for filing fees and administrative expenses. The private/governmental employer shall also be charged the sum of One Hundred (\$100.00) Dollars per day for the use of each police vehicle.

B. The Borough or its designee and the person, organization or agency contracting the work shall estimate the number of hours anticipated to be worked and payment for said estimate work, along with all other work, shall be paid by the private/governmental employer to the Borough or its designee every two (2) weeks or within seventy-two (72) hours of the end of the assignment, whichever comes first. If additional time worked is required due to unanticipated circumstances and such work is approved by the Borough or its designee, the person, organization or agency contracting the work shall be liable for payment to the Borough for all such additional hours worked at the rate set forth in Section A.



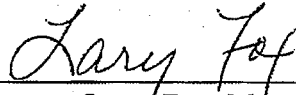
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Bradley Beach, Monmouth County, New Jersey, this        day of March 2023.

ATTEST:

**THE BOROUGH OF BRADLEY BEACH**



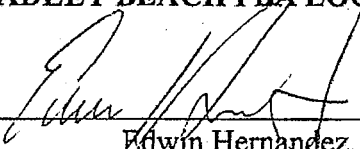
Deputy Borough Clerk

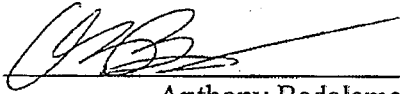
By:   
Larry Fox, Mayor


ATTEST:

**BRADLEY BEACH PBA LOCAL NO. 50**

\_\_\_\_\_

By:   
Edwin Hernandez, POA President

  
Anthony Badalamenti, Member

  
James Arnold, Member

  
Michael Tardio, Member

**APPENDIX A-1**

**BASE ANNUAL WAGE**

**EMPLOYEES HIRED BEFORE JANUARY 1, 2017**

	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
<i>Captain 21 +</i>	173,502	180,442	187,660	195,166
<i>Captain 17 +</i>	170,376	177,191	184,279	191,650
<i>Captain 13 +</i>	167,251	173,941	180,899	188,135
<i>Captain</i>	166,251	172,941	179,899	187,135
<i>Lieutenant 21 +</i>	165,833	172,466	179,365	186,540
<i>Lieutenant 17 +</i>	162,844	169,358	176,132	183,177
<i>Lieutenant 13 +</i>	159,858	166,252	172,902	179,819
<i>Lieutenant</i>	159,358	165,752	172,402	179,319
<i>Sergeant 21 +</i>	158,928	165,285	171,897	178,772
<i>Sergeant 17 +</i>	156,064	162,307	168,799	175,551
<i>Sergeant 13 +</i>	153,202	159,330	165,703	172,331
<i>Sergeant</i>	151,202	157,330	163,703	170,331
<i>Officer 21 +</i>	143,233	148,962	154,921	161,118
<i>Officer 17 +</i>	140,675	146,302	152,155	158,241
<i>Officer 13 +</i>	138,118	143,642	149,388	155,364
<i>Officer 9 +</i>	135,560	140,982	146,622	152,486
<i>Officer – Year 8</i>	133,002	138,322	143,855	149,609

\*Commencement of employment in any year shall be deemed to have commenced as of January 1 of such year.

**APPENDIX A-2**

**EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2017**

	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
<i>Captain 21 +</i>	173,502	180,442	187,660	195,166
<i>Captain 17 +</i>	170,376	177,191	184,279	191,650
<i>Captain 13 +</i>	167,251	173,941	180,899	188,135
<i>Captain</i>	166,251	172,941	179,899	187,135
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<i>Sergeant</i>	151,202	157,330	163,703	170,331
<i>Officer 21 +</i>	143,233	148,962	154,921	161,118
<i>Officer 17 +</i>	140,675	146,302	152,155	158,241
<i>Officer 13 +</i>	138,118	143,642	149,388	155,364
<i>109 + months</i>	135,560	140,982	146,622	152,487
<i>97-108 months</i>	125,609	130,633	135,859	141,293
<i>85-96 months</i>	115,658	120,284	125,096	130,100
<i>73-84 months</i>	105,707	109,935	114,333	118,906
<i>61-72 months</i>	95,756	99,586	103,570	107,712
<i>49-60 months</i>	85,805	89,237	92,807	96,519
<i>37-48 months</i>	75,854	78,888	82,044	85,325
<i>25-36 months</i>	65,903	68,539	71,281	74,132
<i>13-24 months</i>	55,952	58,190	60,518	62,938

<i>0-12 months</i>	46,000	47,840	49,754	51,744
<i>Academy</i>	42,000	42,000	42,000	42,000

\*Commencement of employment in any year shall be deemed to have commenced as of January 1 of such year.