

# AGREEMENT

Between

## TOWNSHIP OF LONG BEACH

And

### LONG BEACH TOWNSHIP POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL NO. 373 (SUPERIOR OFFICERS)

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January 1, 2006 Through December 31, 2008

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1<sup>st</sup> Draft 1/23/2006

**PBA LOCAL #373**

**CONTRACT COMMITTEE:**

Raymond J. Jones Jr., Past President

Kevin J Mahon Jr., Superior Officers Representative

Paul Hafner Lieutenant

Steve Melega Detective Sergeant

**Long Beach Township**

**Contract Committee:**

Bonnie Leonetti, RMC, Township Administrator

Robert Grietz, Esq.

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**AGREEMENT**

THIS AGREEMENT, made this 29<sup>th</sup> day of January, 2007, between the **TOWNSHIP OF LONG BEACH**, hereinafter referred to as "TOWNSHIP" or "EMPLOYER," and the **LONG BEACH TOWNSHIP POLICEMEN'S BENEVOLENT ASSOCIATION, INC., LOCAL 373 (SUPERIOR OFFICERS)** hereinafter referred to as "P.B.A.", Employee, or Superior Officer, "is made under the following terms and covenants, conditions and considerations herein after set forth.

**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 mutual promises and covenants herein contained, the parties hereto agree as follows:

**ARTICLE I**  
**RECOGNITION**

The Employer hereby recognizes the Long Beach Township Policemen's Benevolent Association, Inc., Local 373 (Superior Officers) as the exclusive representative for all Sergeants, Lieutenants and Captains in its Police Department in Long Beach Township, New Jersey, but excluding the Chief of Police, Deputy Chief and Patrolman.

**ARTICLE II**  
**GRIEVANCE PROCEDURE**

A. **Procedure**

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

**Step 1:** An officer with a grievance shall first discuss the matter with his immediate supervisor, either directly or through the P.B.A.'s designated representative, for the purpose of resolving the matter informally.

**Step 2:** If the aggrieved party is not satisfied with the disposition of his grievance at Step 1, or if no decision has been rendered within five (5) working days after presentation of that grievance at Step 1, he or she may file a written grievance with the Chief of Police or in his absence, a representative designated by the Chief of Police.

A meeting on the written grievance shall be held within five (5) working days of the filing of the written grievance between the Chief of Police or designated representative and the aggrieved party. The Chief of Police thereon shall render a decision in writing within five (5) working days after the holding of such meeting. The grievance shall be filed within fifteen (15) working days of the aggrieved party's Step 1 complaint.

**Step 3:** If the aggrieved party is not satisfied with the disposition of his 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 P.B.A., by its designated representative, to the Board of Commissioners. A meeting on the grievance shall be held between the P.B.A. and the Board of Commissioners at

which meeting the parties may be represented. Said meeting shall not be held publicly unless the parties so agree in writing. The Board of Commissioners shall render a final written decision within fifteen (15) working days of the date of the meeting. The grievance shall be filed within twenty (20) working days of the filing of the Step 2 grievance.

**Step 4:** In the event that the aggrieved person is not satisfied with the decision of the Board of Commissioners, the aggrieved person or the P.B.A., if the P.B.A. on his or her behalf determines that the grievance is meritorious, 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 American Arbitration Association or P.E.R.C.
- b. The Arbitrator's decision shall be in writing and shall be issued not later than thirty (30) calendar days after the close of the Arbitration Hearing. The decision shall set forth the Arbitrator's finding of fact, reasons and conclusions on the issue or issues submitted.
- c. The costs of the services of the Arbitrator shall be borne by the losing party. All other expenses incidental to and arising out of the Arbitration shall be paid by the party incurring it.
- d. The decision of the Arbitrator shall be binding on all parties.

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

**B. Time Limits:**

1. These time limits may be extended upon mutual written agreement between the parties. It is the intent of both parties to expedite grievances to a resolution in order to maintain morale and the good order of the Police Department.

2. A grievance must be presented at Step 1 within thirty (30) days from the date of occurrence of the facts that give rise to the grievance. If it is not presented within the aforesaid time period, it shall be deemed waived by the party and the P.B.A.

**C. Representation:**

Any employee may be represented at all stages of the grievance procedure by him or her; or at his or her option, by a representative selected or approved by the P.B.A. When an employee is not represented by the P.B.A., the P.B.A. shall have the right to be present and state its views at all stages of the grievance procedure.

**D. Disciplinary Proceedings:**

Disciplinary proceedings shall not be subject to the grievance procedure herein contained but shall be subject to Department of Personnel statutes and regulations.

**ARTICLE III**  
**MEMBER'S RIGHTS**

**A. Non-Discrimination**

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

**B. Collective Rights**

The Township hereby agrees that every Police Department employee of the Township shall have the right freely to organize, join or support the P.B.A. and its affiliates or other Police fraternal organizations and their affiliates for the purpose of engaging in collective negotiations for mutual aid and protection.

**C. Just Cause Provision**

No member shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage, or given an adverse evaluation of his or her professional service without just cause. Any member of the Department against whom a disciplinary proceeding is to be brought shall be notified in writing of the charges to be levied.



**D. Required Meetings or Hearings**

Whenever any member is required to appear before the Township governing body concerning any matter which could adversely affect the continuation of that member in his or her office, position or employment or the salary or any increments pertaining thereto, then he or she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a P.B.A. Union Representative present to advise the employee and represent the employee during such meeting or interview should he or she so desire.

**D. Criticism of Superior Officers**

Any question or criticism prior to filing written charges, by a supervisor, administrator, Township Commissioner, or any person, of a Supervisor or his methodology shall be made in confidence and not in the presence of other officers, or at public gatherings of the town. All complaints shall be brought promptly to the attention of the Supervisor so as to allow the Supervisor the opportunity to respond to the complaint.

**E. Record of Accumulated Time**

The Township shall maintain a monthly record of all leave time accumulated by each officer represented by the P.B.A. This record shall be made available to the officer at his or her request and shall include a record of accumulated sick time, vacation time, personal time, and any other leave accumulated by this officer.

**F. Notification of Time Owed**

The Employer will notify the employee of any scheduling deficit (days owed), no later than March 1 of that year or the employee shall not be liable for that time. This notification requirement will not apply to any employee who receives change of assignment pursuant to their request.

**G. Facsimile Machines and Telephones**

The P.B.A. shall have the right to install a telephone and fax machine in police headquarters. All costs associated with the phone and fax shall be born by the P.B.A.

**ARTICLE IV**  
**MANAGEMENT RIGHTS**

**A.** The P.B.A. recognizes that there are certain functions, responsibilities and management rights exclusively reserved to the Employer. All of the rights, power and authority possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer subject to such limitations as are specifically provided in this Agreement only.

**B.** The use of the work schedule not to be construed as a waiver of the Employer to decide on the "shift" of all Supervisors. It is agreed that decisions on shifts are solely reserved to the Employer.

**C.** This Agreement is subject to existing rules and regulations. The Chief of Police nor the Commissioner of Public Safety may not, under power granted to him by virtue of his or her office, modify the terms of this Agreement.

**ARTICLE V**  
**PERSONNEL FILES AND LEGAL AID**

**A.** The Employer will provide legal aid to all personnel covered by this Agreement pursuant to the provisions of existing statutes while acting in her or her capacity as a member of this police department. Legal aid shall not be provided when the member is defending a disciplinary action taken by the Employer and the finding is adverse to the member.

**B.** The Township shall not allow anyone with the exception of the Chief of Police, Deputy Chief of Police or designee, the Personnel Officer of the Police Department, the Municipal Solicitor (while on official business), the Township Manager, or the Municipal Clerk, to read, review, have a copy of or in any way peruse any employee's personnel file which is kept by the Police Department of Long Beach Township.

**C.** Unsubstantiated or unfounded complaints, or any information in regard thereto, shall not become a part of an officer's official personnel file. Only complaints that necessitate an internal investigation shall be maintained in a separate file under the direction of the Personnel Officer and shall be subject to the same constraints of review as set forth above.

## ARTICLE VI

### RETENTION OF BENEFITS & ADDITIONAL BENEFITS

**A.** Except as otherwise provided herein, all benefits which employees have heretofore enjoyed and are presently enjoying shall be maintained and continued by the Township during the term of the Agreement.

**B.** It is specifically understood that the exclusive representative herein waives none of its statutory rights, especially those contained in N.J.S.A. 43:13-A-5.1 et seq. The Employer agrees to grant the necessary time off with pay to the Superior Officers Representative to attend any State or National Convention of the N.J.S.P.B.A. and one day per month with the prior approval of the Chief of Police, Deputy Chief of Police or designee, to conduct P.B.A. business.

**C.** The Employer further agrees that in the event the employees named Chief, Deputy Chief and Patrolman negotiate any additional benefits for the members of the Police Department over and above the benefits pertaining to the employees herein stated, those additional benefits shall be added to and automatically become a part of this contract and shall be to the benefit of the employees who are a party to this contract.

## ARTICLE VII

### P.B.A. DUES & AGENCY SHOP PROVISIONS

**A.** The Township will deduct the monthly P.B.A. dues from each employee who furnishes to the Township a written authorization for such deduction in a form acceptable to the Township. Funds so deducted shall be paid over to the P.B.A. on a monthly basis within thirty (30) days of the end of the month, together with a statement showing from whom the dues were collected and the amounts thereof.

**B.** An Agency Shop Provision, pursuant to the New Jersey Statutes, requiring 85% dues assessment shall be made part of this Agreement. The P.B.A. shall hold harmless the Municipality from any and all claims arising out of this provision.

## ARTICLE VIII

### Discipline

A. The Township shall not discipline any member of the police staff without just cause. No disciplinary action requiring a public hearing shall be required before the Township Commission, except as outlines in N.J.S.A. 40A: 14-118, N.J.S.A. 40A: 14-147 et seq., 11A:1-1 et seq., and other applicable law, it being recognized by the parties that established law pertaining to police disciplinary action may supersede and modify this Article.

B. All disciplinary action taken by the Employer will take one or more of the following formats:

1. Informal, private, or oral reprimand by the Chief of Police, Deputy Chief of Police or his designee;
2. A written memorandum of censure by the Chief of Police, Deputy Chief of Police or his designee, with copies to the Municipal Clerk and the appropriate Commissioner;
3. A confidential letter of admonition from the Township Commission with copies to the Chief of Police and the employee's personnel;
4. Suspension from duty without pay, not to exceed five (5) working days, by action of the Chief of Police, Deputy Chief of Police or his designee;
5. Suspension from duty without pay, taken by action of the Township Commission;
6. Demotion, by action of the Township Committee;
7. Dismissal from service, by action of the Township Commission.

**C.** Nothing shall require the Township to take disciplinary action in the order of appearance in this Article, so long as the action taken is related to the severity of the offense determined to have occurred.

**D.** All documents in any way connected with an Employee's disciplinary history shall be placed in said employee's personal history file at Police Headquarters and may be viewed by the officer during normal working hours.



ARTICLE IX  
VACATION TIME

A. The Township's vacation plan for members of the Police Department governed by this Agreement shall be set forth as indicated below:

During the first year of service.....Eight (8) hours for each month of completed service

- After one year.....One hundred twenty (120) hours
- After three years.....One hundred twenty eight (128) hours
- After six years.....One hundred thirty-six (136) hours
- After nine years.....One hundred forty-four (144) hours
- After twelve years.....One hundred fifty-two (152) hours
- After fifteen years.....One hundred sixty (160) hours
- After eighteen years.....One hundred seventy-six (176) hours
- After twenty years.....One hundred ninety-two (192) hours

B. The annual vacation allowance for all employees shall be determined as of January 1<sup>st</sup> of any year. Permanent part-time employees shall receive vacation credit allowance on a proportionate basis.

C. Employees may carry their earned vacation from the year before into the following year. Such earned vacation may not be carried for more than one year.

D. Peak Time Scheduling

It is recognized that the summer months of employment are the peak work time of the Township. During this period, vacations shall be scheduled with the approval of the Chief of Police, Deputy Chief of Police, or designee, and the employee's immediate supervisor in such a fashion so that the Department shall have sufficient personnel available to perform its functions. Police Officers shall be entitled to take a minimum of three (3) days cumulatively in July and August, provided it is authorized by the Chief of Police, Deputy Chief of Police, or designee.

**ARTICLE X**  
**PERSONAL DAYS**

- A. Each employee shall be eligible for thirty-six hours personal leave, which may be used for personal business, with the permission of their immediate supervisor. Personal leave time shall not be accumulated from year to year.
- B. An employee shall notify their supervisor not less than four (4) hours before his or her scheduled shift of their request to utilize personal leave time. If the shift is not short any member, the leave shall be granted. If an employee requests personal leave time with less than four (4) hours advance notice, it may be granted by the Chief of Police, Deputy Chief of Police, or designee, Captain or Lieutenant if the shift is not short any member. The approval or denial of such requested leave with short notice shall be at the sole discretion of the Superior Officer to whom the request may be made. However, all best efforts shall be made by the Chief of Police, Deputy Chief of Police, or designee, Captain or Lieutenant to accommodate such late request.
- C. If the Employee makes the request for the personal day leave forty-eight (48) hours before the shift is to begin, then the supervisor shall obtain a replacement in advance and the leave will not be denied unless an emergency situation exists. The Chief of Police, Deputy Chief of Police, or designee shall make the determination of what constitutes an "emergency situation".
- D. No more than one personal day per shift on first come first serve basis shall be permitted, unless otherwise approved by the Chief of Police, Deputy Chief of Police, or designee.

**ARTICLE XI**  
**SICK LEAVE**

**A.** Sick leave shall accumulate at the rate of one and one-quarter (1 ¼) days per month in the first year of service, commencing on the first month or major portion thereof from the date of hire. It is assumed the employee shall remain in the service of the Township for the remainder of the calendar year and the total number of sick days, pro-rated, and shall be credited to the employee. If separation occurs before the end of the year and more sick leave has been taken than appropriated on a pro-rated basis, the per diem rate of pay for the excess shall be deducted from the final pay. Sick leave shall accumulate from year to year with additional fifteen (120) hours credited to the employee at the beginning of each successive calendar year.

**B.** Any employee eligible to retire in a calendar year shall notify the Township in writing through the Chief of Police, Deputy Chief of Police, or designee, no later than January 15<sup>th</sup> of that year, but in no event less than thirty (30) days prior to the planned retirement date or eligibility date of the following:

1. Intent to retire or not
2. Choice of terminal sick leave or payment for unused sick time

Failure by the employee to make timely notice to the Township shall limit the retiring employee to the payment for unused sick time as heretofore provided; and the Township shall have the sole option to defer making this payment until the next calendar year.

C. Upon retirement, police officers shall be paid for sixty percent (60%) of all unused sick leave which they have accumulated. The maximum amount paid to an officer for unused sick leave shall be the equivalent of five (5) months' pay, if accumulated, at the time of retirement, rounded up to the next \$100. Unused sick time shall be paid within sixty (60) days of retirement, unless mutually agreed upon by both the retiree and the Township to defer or expedite payment.

D. Alternatively, a retiree may opt to take terminal leave in lieu of the payment described in Section C. If so, he or she may take time equal to sixty percent (60%) of unused accumulated sick days, but in no event shall exceed five (5) calendar months. Compensation during this time shall be at a regular base pay including any holiday pay and longevity.

E. Work loss due to injury or illness possibly arising out of the course of employment shall not be chargeable to sick leave until and unless the employee's Worker's Compensation claim is denied.

F. If a member is disabled in the performance of their duty, he/she shall receive full pay until he returns to duty or until he is retired or placed on a permanent disability status.

**G. Maternity Leave**

1. Female officers shall be entitled to utilize the sick leave and/or disability leave provided in Section A. of this Article in connection with any illness, injury or disability arising from pregnancy, including the period of disability following the birth of a child. At a minimum, a female officer shall be entitled to utilize the disability leave provided by FLSA for the period 10 weeks prior to the due date of the birth of a child, and for six weeks following the birth of the child. Such disability leave shall not be available to an officer for

the normal care of an infant; though sick leave as provided in Section A will be available for the care of an infant due to illness. Sick leave shall also be available to male or female officers for the care of family members, resulting from the pregnancy, including the birth of a child in the same manner as such sick leave would be available to an officer for the care of any other immediate family member.

2. A female officer shall advise the Chief of Police, Deputy Chief of Police, or designee, in writing as soon as she has received confirmation of her pregnancy from a doctor. The female police officer shall be permitted to work so long as her doctor permits such work. The Department shall have the right to request a note confirming the doctor's opinion that the officer is able to continue to perform the work of a police officer assignment. The medical note shall be from a physician of the officer's own choosing. However, the Township reserves the right to have the Police Physician consult with the officer's physician for the purpose of determining whether the officer shall be approved for duty. The information obtained from such consultation shall be shared with the Chief of Police, Deputy Chief of Police, or designee, and the Township in a manner limited to providing only that information necessary to advise the Township of the officer's availability for duty and the nature of that duty.

**H.** Officers may use sick time as set forth in Section A to care for an immediate member of their family. An "immediate" family member shall be limited to the officer's spouse, child, stepchild, parent, spouse's parents, or any other family member that resides in the officer's home and is reliant upon the officer for care and support. The Chief of Police, Deputy Chief of Police, or designee must approve any exceptions to this provision.

## ARTICLE XII

### BEREAVEMENT LEAVE

- A. Bereavement leave of five (5) days per death of an immediate relative of an employee shall be granted provided the decedent is a spouse, mother, father, grandmother, grandfather, sister, brother, child, stepchild, adopted child, granddaughter, grandson, spouse's mother, father, sister, brother, child, stepchild, adopted child, granddaughter, grandson, grandmother or grandfather.
- B. Bereavement leave of sixteen (16) hours per death of a relative of the employee shall be granted for an aunt, uncle, great-grandmother, great-grandfather, brother-in-law, sister-in-law, son-in-law, daughter-in-law, spouse's aunt, uncle, great-grandmother, great-grandfather, brother-in-law, son-in-law or daughter-in-law.
- C. Bereavement leave of eight (8) hours per death of a niece or nephew of the employee or his or her spouse shall be granted.
- D. Such bereavement leave is with pay and is not chargeable against vacation, personal or sick time leave. Where common disaster results in the death of more than one such relative within forty-eight (48) hours, no more than (10) days bereavement leave shall be granted.
- E. An employee whose spouse or child dies is to be given an additional fifteen (15) days bereavement leave before he or she must report back to duty, which time shall not be deducted from employees vacation, personal or sick days.

F. In the event of the death of a member of an employee's family while said employee is on vacation or holiday leave, said employee shall be entitled to funeral leave as it is authorized by this Agreement and such leave shall not prejudice an employee's vacation rights granted by this Agreement. The employee, in mutual agreement with the Chief of Police or designee, in such cases, shall be required to reschedule his or her unused vacation time in the same calendar year.

G. Exceptions to these time limitations may be made by the Chief of Police, or designee, upon timely notification by the Officer when the deceased is buried in another state and the officer will be unable to return for duty and adhere to the time limitations stated in Paragraph A and B above.

H. An officer shall be entitled to take comp time or "Murphy Time" required to complete a twelve (12) hour tour when there is a balance of bereavement time that does not round out into a full tour of duty.



**ARTICLE XIII**  
**ESTATE BENEFIT**

A. The Township agrees to be responsible for the cost of all burial expenses for an officer who is killed in the line of duty to a maximum of \$10,000.00.

B. In the event of the death of an employee, whether on or off duty, his or her survivors will be paid for the employee's vacation days, personal days, compensatory time, holidays, salary and severance pay, etc. There will be no pro-rating. This payment shall be paid to the employee's survivor(s) within thirty (30) days, but in no event later than sixty (60) days from the date of the death of the employee.

ARTICLE XIV

UNIFORMS

The present uniforms supply policy of the Township shall be as follows:

A. Uniformed officers shall be provided their uniforms and required equipment, which uniforms and equipment shall be replaced as required and as approved by the Chief of Police or designee.

B. Plain clothes Detectives shall have an annual allowance set forth by the schedule below, which funds shall be used to provide clothing necessary for the performance of their duties. Such payment shall be included in the base salary of the officer who receives the allowance.

2006- \$1,102.50

2007- \$1,157.63

2008- \$1,215.51

C. Uniforms shall be cleaned at the expense of the Township by delivery to dry cleaning establishments designated by the Police Department.

ARTICLE XV  
MEDICAL BENEFITS AND EXAMINATIONS

A. Each employee shall be entitled to a medical examination by the medical officer employed by the Employer once a year, such examination to include x-rays and blood tests. The physicals will be conducted by either Ocean Medical or Island Medical, at the officer's discretion. A copy of the medical report from the physician shall be delivered to each member. Any medical reports that are provided to the Township as a result of this or any other medical examination shall be strictly confidential and viewed only on a need to know basis.

B. The Township recognizes that police officers, as a result of the nature of their duties, are subject to physical and emotional demands, which frequently cause medical problems. Accordingly, heart attacks, strokes, coronary problems and nervous disorders are considered job-related injuries for the purpose of Workers' Compensation claims and other medical benefits.

C. It is further understood that if an officer is injured on his or her way to work or on returning from work, such injury will be considered job related for the purposes of Workers' Compensation medical benefits.

D. The Township agrees to provide a dental plan equivalent to what is currently provided by Delta Dental; an eyeglass plan and a prescription plan with a \$5 co-pay for generic prescriptions and a \$10 co-pay for name brand prescriptions to all employees. This coverage, along with the New Jersey State Health Benefits Program shall be provided to the employee by the Township and continue to be provided to the employee by the Township upon the employee's retirement at twenty-five (25) years of service at no additional cost to the employee.

E. The employer shall continue to provide and pay for any and all medical benefits to the spouse and the dependant children of an officer who is killed while still employed.

F. The Township's current health coverage provides for certain medical benefits upon retirement. The PBA and the Township agree that the Township has the right to contract with other hospital and medical insurance carriers in order to provide coverage, which is equal to or greater than the benefits currently available under the policies provided. The parties further agree that the Township will give notice to the PBA of at least sixty (60) days of the Township's intent to change insurance providers. Should a dispute arise as to whether or not the change of policy proposed will be equal or greater than the current benefits, the matter will be submitted to binding arbitration in accordance with the arbitration procedures established under the Grievance Article of this Agreement. The decision of the arbitrator shall be in writing and shall be final and binding on all parties.

ARTICLE XVI  
COLLEGE INCENTIVE PROGRAM

A. The Township agrees that the amount and quality of any employee's education often determines the value of his or her contribution to the community and the degree of proficiency with which he or she performs his or her duties. In order to provide an incentive to encourage the employees to achieve the advantage of higher education, the Township agrees that each employee who receives academic credit for study in an institution of collegiate level which offers a college curriculum leading to or accreditable toward an undergraduate baccalaureate or associate degree in law enforcement or other related curriculum shall be paid a college incentive program compensation at the rate of \$10.50 per credit per annum as additional compensation. Such additional compensation will be paid only for credits up to and including the baccalaureate degree. Such additional college incentive program compensation shall be added to and become part of the officer's annual salary, commencing the pay period next following production of evidence or proof of completion of said credits or degree.

Associate Degree or 64 credits.....\$672.00

Baccalaureate Degree or 128 credits.....\$1,344.00

B. The Township shall allow the officers to attend college off duty and will fund both tuition and book fees, keeping a running account of these expenses. There will be no limit to the number of officers attending college at any given time. For as long as there is a balance due in the account of the expenses funded by the Township to the officer, any monies which would have otherwise been paid to the officer pursuant to the college incentive program compensation set forth above will instead be retained by the Township to reimburse it for the expenses paid by the Township for the officer's college credits.

C. Upon graduation and the awarding of a degree, the college incentive program compensation shall continue to be paid to the Township until the Township is completely reimbursed for the expense of the officer's education. This procedure shall only apply to those officers pursuing a degree in law enforcement or other related curriculum.

## ARTICLE XVII

### HOLIDAYS

A. The Township recognizes that the fact that officers are regularly scheduled to work holidays may cause a hardship on their families.

Commencing January 1, 2004 and each year thereafter, all Officers will receive 80% of 21 days pay, which will be added to their base salary. This will be added before computation of the overtime rate and longevity. The parties agree to re-open negotiations should the Division of Pensions grant an additional "holiday", suspend or reduce the Township's contribution to the fund in any year.

B. The Township and the PBA agree to recognize as holidays such additional days as shall be designated for all of the Township of Long Beach as set forth in the appropriate ordinance or resolution adopted by the Township for such purpose.

C. Employees of the Police Department shall receive time off (comp time) in a manner commensurate with other Township employees. The P.B.A. agrees that this clause shall be exclusive of the Friday after Thanksgiving only, thereby meaning that the other Township employees can be given the Friday after Thanksgiving without the PBA members being entitled to compensation time for working or other payment for working on this days.

**D.** As a result of collective bargaining negotiations between the Township and PBA Local 373 the parties have agreed to include holiday pay in base as set forth above. The percentage figure has been arrived at by mutual agreement between the parties and in consideration of the Township's payment or pension payments on behalf of the members of Local 373 to the Police and Fire Retirement System for each member.



ARTICLE XVIII  
HOURS OF WORK AND OVERTIME

A. The guidelines for the work schedule (12 hour shifts; 2 days on 2 days off, 3 days on, 2 days off, 2 days on three days off, the three day tours being Friday, Saturday and Sunday) as presently constituted and incorporated herein shall be maintained for the life of this Agreement. The Chief of Police shall have the ability to schedule Detectives to a ten (10) hour schedule (4 days on, 3 days off). Overtime shall be paid in accordance with the law in such case made and provided. The officers shall be paid time and one-half of annual salary when required to perform duties which take time in excess of the normal work schedule or for work performed in excess of their regular scheduled work time, all in accordance with the law in such case made and provided. Paid overtime shall be paid for regular duties as well as for range, classes and meetings. Such overtime shall not be less than two hours per range session, class or meeting. Paid overtime shall not be paid when the officer is in regularly scheduled training programs outside the limits of Long Beach Township. Time spent for such training shall be compensated by an equal amount of time off. This shall be limited to traveling time plus time spent in training.

B. Overtime shall be paid to each officer by separate check on the payday next following the pay period in which the overtime pay was accrued. At the option of the officer, compensatory time off in lieu of overtime may be taken. If compensatory time off is taken it shall be at the same rate as overtime (time and one-half) as per Garcia FLSA Act.

C. Overtime work, when necessary, shall first be offered to regular members of the Police Department on an equitable and rotating basis, based on seniority at each rank.

**D.** If an employee is called for work for an emergency situation or to cover for another employee who is absent, said employee shall receive a guarantee of not less than four (4) hours work, notwithstanding the fact that the actual work performed may be less than provided by this guarantee. This minimum shall not apply to overtime worked at either end of a regularly scheduled shift. Any officer required to be "on-call" will receive one hour of comp time for each scheduled day and two hours for each day off. "On-call" will be defined as a situation where the officer is required to be prepared to respond during his regularly scheduled days or hours off. The Chief of Police will determine when an officer is placed "on-call" for duty with the exception of being under subpoena.

**E.** Where the work schedule is required to be changed or amended as the need may arise, the work schedule shall not be changed nor modified without forty-five (45) days advance notice in writing to all members of the department. The guidelines for the work schedule or the current work schedule as set forth may be changed immediately in cases of emergency in accordance with New Jersey Statutes and the New Jersey Administrative Code.

**F.** The work year for all employees shall be 2080 hours. Due to the nature of the 12 (Twelve) hour schedule, officers are scheduled for more than 2080 hours. Each employee whose work schedule results in him or her working in excess of 2080 hours shall receive compensatory time at the rate of an hour for an hour for the excess of time worked. Officers shall be credited with this excess time on January 1st of the year in which they are scheduled to work the excess hours. This credited time will be titled "Murphy" time and must be used in the calendar year in which it was earned and may not be carried over unless by mutual consent of the parties.

**G.** The Chief of Police has the right to schedule officers to work a 12-hour shift on 30 days notice without further negotiations. Thus on 30 days notice the Chief may change any officers schedule to a 12-hour shift.

## ARTICLE XIX

### ROAD WORK

- A. The Township has adopted an ordinance (02-01c) allowing outside employment for Long Beach Township Officers and PBA recognizes that it is in the best interest that employment by outside entities be best run through the Department.
- B. The PBA agrees that the rate for employment for work done by the employees should be at a different rate and in accordance with this the schedule below shall apply.

2006- \$50 per hour

2007- \$55 per hour

2008- \$60 per hour

2009- \$65 per hour

- C. The officer will be considered on duty while working under the ordinance and the Township shall not differentiate with regards to pension or workmen's compensation issues with regards to the employee.
- D. The minimum that an officer shall be scheduled to work under this ordinance shall be 4 hours and cancellation must be within the prior twelve (12) hours of the scheduled start time.

ARTICLE XX

LONGEVITY

A. Each employee represented by the Agreement hired before December 31, 2005 shall be paid in addition to and together with his annual base salary as listed in Article XXIII hereof, additional compensation based upon the length of his or her services as fixed and determined according to the following schedule.

<u>YEARS OF SERVICE</u>	<u>% ADDED TO BASE SALARY</u>
Upon the completion of 3 years	2%
Each year thereafter an additional	1%
Until completion of 9 years	8%
At the commencement of the 15 <sup>th</sup> year of service	9%
At the commencement of the 19 <sup>th</sup> year of service	10%
At the commencement of the 20 <sup>th</sup> year of service	11%
At the commencement of the 21 <sup>st</sup> year of service	12%

B. Each employee represented by the Agreement hired after December 31, 2005 shall be paid in addition to and together with his annual base salary as listed in Article XXI hereof, additional compensation based upon the length of his or her services as fixed and determined according to the following schedule.

<u>YEARS OF SERVICE</u>	<u>% ADDED TO BASE SALARY</u>
Upon the completion of 5 years	2%
Each year thereafter an additional	1%
Until completion of 11 years	8%
At the commencement of the 15 <sup>th</sup> year of service	9%
At the commencement of the 19 <sup>th</sup> year of service	10%
At the commencement of the 20 <sup>th</sup> year of service	11%
At the commencement of the 21 <sup>st</sup> year of service	12%

C. Longevity pay shall be applied on the basis of the employee's anniversary date of employment and shall commence on the 1<sup>st</sup> of the year for salary guide purposes.

ARTICLE XXI  
EMERGENCY MEDICAL TECHNICIAN

The Township recognizes benefits to its citizens when officer maintain the advanced training of an EMT, therefore, any officer who posses a valid NJ Emergency Medical Technician Certificate shall be compensated according to the following schedule:

2006- \$1,000

2007- \$1,035

2008- \$1,070

This compensation shall be added to the officer's base salary after the college incentive is added. This sum shall be prorated and be discontinued if the officer does not maintain the certificate for the entire calendar year.

The cost for the initial training shall be born by the officer, with the Township being responsible for any renewal training and/or recertification".

The P.B.A. consents to the initial training of officers if he believes it is in the best interest of the people.

ARTICLE XXII  
SHIFT DIFFERENTIAL

- A. The Township recognizes the fact that shift work may create a hardship for the employee and the employee should be compensated. Sgt.'s shall receive \$1,000.00 shift differential added to the base pay. Additionally, the night shift and a Sgt. working a rotating 12hr day will also receive a 3% differential.
- B. The Detective Sgt. and a Sgt. working a rotating 8hr day shall be entitled to a 2% shift differential regardless of the actual hours worked together with the \$1,000.00 added to the base as shift differential.
- C. An employee's base salary shall be adjusted to include the shift differential payment, which shall be paid to the employee in his regular paycheck. The Chief of Police or designee shall validate the shift differential work record.
- D. An officer on terminal leave shall be considered as working the shift that they worked during the last thirty days prior to their last day of regular work.
- E. The current practice of submitting a shift differential request on a per diem basis will remain in effect for both Lieutenants and Captains. This does not include the Det. Lieutenant who shall continue to receive a 2% shift differential.

## ARTICLE XXIII

### SALARIES

#### **A. Sergeant Differential**

All employees currently holding the rank of Sergeant shall be paid a six percent (6%) rank differential above the top Patrolman during their first year as a Sergeant. Effective January 1, 2005, all employees holding the rank of Sergeant 2<sup>nd</sup> year shall be paid a seven percent (7%) rank differential above the Sergeant 1<sup>st</sup> year salary which shall be equal to a total of thirteen percent (13%), above the Top Patrolman's salary.

#### **B. Lieutenants Differential**

1. All employees currently holding the rank of Lieutenant shall receive a rank differential of ten percent (10%) above Top Sergeants.
2. All employees promoted to Lieutenant shall receive a five percent (5%) differential above the Top Sergeants effective on the date of said promotion and an additional 5%, for a total of ten percent (10%) effective January

C. Captains Differential

1. All employees currently holding the rank of Captain shall receive a rank differential of ten percent (10%) above the salary for Lieutenant s.

2. All employees promoted to Captain shall receive a five percent (5%) differential above a Lieutenant effective on the date of said promotion and an additional five percent (5%) for a total of ten percent (10%) effective on January 1, following the year that said promotion was effective.

D. Salaries for employees are based on 2080 hours per year. The salary for Sergeants, Lieutenants and Captains are as follows:

	<u>1/1/2006</u>	<u>1/1/2007</u>	<u>1/1/2008</u>
Sergeant 1 <sup>st</sup> Year	\$80653.28	\$85066.06	\$88255.60
Sergeant 2 <sup>nd</sup> Year	\$86,299.36	\$91020.68	\$94433.49
Lieutenant	\$94929.30	\$100122.80	\$103876.80
Captain	\$104422.23	\$110135.00	\$114264.50

\*Base salary excluding college, holiday, longevity and shift differential, which differs for each officer. These components are added to the above base salary to determine the officer's guaranteed pay.



ARTICLE XXIV  
SAVINGS CLAUSE

In the event that any Federal or State legislation or government regulation, including the Internal Revenue Service, 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, and the parties shall comply and renegotiate concerning any such invalidated provisions.

ARTICLE XXV

DURATION

A. This Agreement shall be in full force and effect as of January 1, 2006 and shall remain in effect until December 31, 2008. 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 their desire to terminate this Agreement. If notice is not given as herein stated, this Agreement shall automatically be renewed for another year.

B. The parties agree that this contract is for the years 2006 through 2008 and all terms and conditions recited herein are retroactive to January 1, 2006.

ATTEST:

By: Bonnie N. Leonetti  
Bonnie Leonetti, Municipal Clerk

**TOWNSHIP OF LONG BEACH**

By: DiAnne Gove  
DiAnne Gove, Mayor

ATTEST:

By: Kevin Mahon  
Kevin Mahon, Superior Officers  
Representative

**POLICEMEN'S BENEVOLENT  
ASSOCIATION, LOCAL 373**

By: James Hartmann  
James Hartmann, President

# MEMORANDUM OF UNDERSTANDING

## TOWNSHIP OF LONG BEACH And LONG BEACH PBA LOCAL 373 (Supervising Officers)

THIS MEMORANDUM OF UNDERSTANDING is entered into on this 17<sup>th</sup> day of January, 2006, by the Township of Long Beach ("Township") and the Long Beach PBA Local 373, Supervising Officers ("PBA"). It is expressly understood by and between both parties that this Memorandum of Understanding is subject to approval and ratification by the Township Commission and the members of the PBA (Supervisor's unit), and neither party is bound by the terms and conditions until approval and ratification has been completed. *unless specifically ~~alter~~ altered herein, all other terms/conditions of the expired CBA remain in effect.*

The following terms represent the entire agreement between the respective bargaining teams:

1. Term- a three (3) years contract. January 1, 2006 through December 31, 2008.
2. The terms of the prior Sidebar Agreement between the parties shall be incorporated into the collective bargaining agreement (Article VIII)
3. ART. III = The PBA is allowed to have a telephone and fax machine in the Police department. All costs associated with the phone and fax shall be borne by the PBA.
4. ART. XX = An officer on Terminal Leave shall be considered as working the shift that he/she worker for the 30-days prior to this/her last day of regular work.

5. **New Clause** = Add language into the CBA that the outside employment ordinance/resolution will increase for officer's payment as follows:
- |        |         |
|--------|---------|
| 2006 = | \$50.00 |
| 2007 = | \$55.00 |
| 2008 = | \$60.00 |
| 2009 = | \$65.00 |
6. The Township may close the building and give other Township employees the day after Thanksgiving off, and the PBA shall not seek any additional compensation or holiday pay for this day.
7. The prescription plan co-pay shall increase from \$1.00 to \$5.00 (generic) and \$10.00 (non-generic).
8. Personal Leave shall increase to 36 hours
9. Longevity = (1) There shall be an increase in Longevity as follows:
- |             |      |
|-------------|------|
| at 19 years | =1%  |
| at 21 years | = 1% |
- (2) No new employee of the Township shall be eligible for Longevity until said new employee has reached 5 years of service with the Township. New Employees are deemed to be those hired on or after January 1, 2006.
10. **New Clause** = to be added to the CBA regarding EMT certification:
- (A) If an officer holds a valid EMT Certification, he/she shall receive a \$1,000.00 stipend added to his/her base pay on a prorated basis.
- (B) An officer shall be responsible to obtain his/her initial training and certification at his/her own expense. Renewal training and/or certification will be provided/paid for by the Township.
11. All uniform requests shall be approved or denied within 10 days of said request.
12. **Shift Differential** =
- A. Another paragraph shall be added to this section which provides as follows:

"The current/existing practice or the rotating sergeant, dispatch sergeant, and lieutenant submitting a shift differential request on a per diem basis at the end of the calendar year will be continued."

B. All other portions remain in full force and effect.

13. **ART. XXI (Salaries)** = There shall be no changes to the salaries of members of the unit other than those required by the requisite rank differential set forth in the CBA due to the changes to the salaries for patrolman. All existing rank differentials shall remain as is.

14. **New Clause** = The Chief of Police has the right to schedule officers to work a 12-hour shift, on 30 days notice, without further negotiations. Thus, on 30 days notice, the Chief may change any officer's schedule to a 12-hour shift.

(15)

SHIFT DIFFERENTIAL

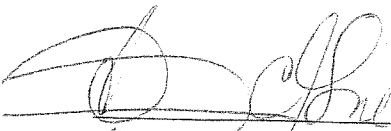
- A. The Swing/Rotating Sgt who works on 12 hour shift, shall receive same shift differential as the N.H. Sgt.
- B. The swing/rotating Sgt who works on 8hr shift, shall receive a shift differential of 2% (per diem)

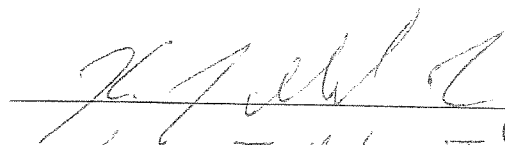
The undersigned enter into this Memorandum of Understanding with all representations set forth above, and agree to take this MOU back to either the entire PBA or the Board of Commissioners. The undersigned agree to recommend this MOU to their respective party.

(16) Clothing Allowance - The Detective Sgt and Lt. clothing allowance shall be rolled into his base pay with all applicable deductions (taxes) made. The clothing allowance shall increase by 5% in each year of the contract.

FOR THE TOWNSHIP

FOR THE PBA (SUPERVISOR'S UNIT)

  
Mayor DiCicco (date)

  
Kevin J. Mahon Jr. (date)

Jan 17, 2006

1/17/06  
(date)