

AGREEMENT

BETWEEN

**BOROUGH OF WEST LONG BRANCH
NEW JERSEY**

AND

**WEST LONG BRANCH POLICE DEPARTMENT
P.B.A. LOCAL 141**

JANUARY 1, 1992 through DECEMBER 31, 1993

**Donald B. Ross, Jr., Esq.
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Prudential Business Campus
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8 Campus Drive
Parsippany, New Jersey 07054**

**LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS
JUN 23 1992
RUTGERS UNIVERSITY**

PREAMBLE

This Agreement, made this 20th day of May, 1992, by and between the Borough of West Long Branch, County of Monmouth and the State of New Jersey, hereinafter referred to as "Borough", and the West Long Branch Police Department PBA Local 141, hereinafter referred to as "Police", is designed to maintain and promote a harmonious relationship between the Borough of West Long Branch and such of its employees who are within the provisions of this Agreement, in order that more efficient and progressive public service may be rendered.

ARTICLE I

SALARIES

SECTION 1.

The 1992-1993 base salaries of all members covered by this agreement will be as set forth below:

	Base Salary Effective <u>01/01/92</u>	Base Salary Effective <u>01/01/93</u>	Base Salary Effective <u>07/01/93</u>
Captain	\$49,062.00	\$50,534.00	\$52,050.00
Lieutenant	\$46,431.00	\$47,824.00	\$49,259.00
Sergeant	\$43,798.00	\$45,112.00	\$46,465.00
Patrolman 3	\$41,163.00	\$42,398.00	\$43,670.00
Patrolman 2	\$33,724.00	\$34,736.00	\$35,778.00
Patrolman 1	\$30,003.00	\$30,903.00	\$31,830.00
Probationary	\$25,843.00	\$26,618.00	\$27,417.00

ARTICLE II

HOLIDAYS

SECTION 1.

Members of the West Long Branch Police Department shall receive thirteen and one half (13 1/2) paid holidays. Payment shall be made in a lump sum on the 15th of November. The following days are said holidays (@ denotes 1/2 day):

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Election Day
Easter	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Eve @
Martin Luther King Day	Christmas

ARTICLE III

VACATIONS

SECTION 1.

All members of the West Long Branch Police Department will receive vacations pursuant to the following schedule:

Years of Service	Days
Less than one Year	-0-
After First Anniversary	10 days
Calendar Year of Seventh Anniversary	15 days
Calendar Year of Thirteenth Anniversary	20 days
Calendar Year of Twentieth Anniversary	25 days

SECTION 2.

Two policemen will be allowed to take vacation at the same time, regardless of the shift worked, provided the vacation request is placed thirty (30) days in advance. If the same shall be placed less than thirty (30) days prior to the scheduled vacation, said vacation must be approved by the Department Head.

SECTION 3.

One week of annual vacation may be taken in individual days.

ARTICLE IV

UNIFORM MAINTENANCE

SECTION 1.

The Borough agrees that it will designate a cleaner where members' uniforms will be cleaned. Said uniform items to be cleaned will be pants, jackets, ties, caps and shirts only, and any charge from the designated cleaner will be given to the Borough for payment by the Borough.

SECTION 2.

Each police officer will receive a clothing allowance credit of five hundred fifty (\$550.00) dollars credit per year to be used for the purchase of departmental uniform items for a vendor to be chosen by the Chief of Police. The departmental uniforms shall include the authorized uniform, uniform accessories, foul weather gear, leather gear, black safety shoes/boots and such other items of equipment as are customarily utilized in law enforcement.

SECTION 3.

Detectives will receive a clothing allowance of five hundred twenty five (\$525.00) dollars on the following dates: January 1, 1992; July 1, 1992; January 1, 1993 and July 1, 1993.

ARTICLE V

PERSONAL DAYS

SECTION 1.

Members of the West Long Branch Police Department will be authorized three (3) personal days per year. Prior to using the same, the member must give at least twenty-four (24) hours advance notice, unless the same is approved by the Chief of Police as an emergent situation. Personal days will be approved in the order in which they are requested, and may be denied when there are not enough officers to fill the shift. If not taken during the year in which earned, one (1) unused personal day may be carried over until the following March 31.

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SECTION 2.

Members of the West Long Branch Police Department will also be allowed three (3) bereavement days per death for the death of a Mother, Father, Spouse, Child, Brother, Sister, Aunt, Uncle, Grandmother, Grandfather, Grandchild, Father-in-Law, Mother-in-Law, Brother-in-Law or Sister-in-Law. The member will be allowed five (5) days if travel involved is over five hundred (500) miles.

ARTICLE VI

OVERTIME

SECTION 1.

1. Any member of the Police Department who shall perform in excess of forty (40) hours of service in one calendar week shall be paid at the rate of one and one-half (1 1/2) times his regular salary for the hours of service in excess of forty (40) hours.

2. The Borough shall provide a minimum of four (4) hours of pay (to be paid at the rate of time and one-half) on any call-in, except Municipal Court. The Borough shall provide a minimum of two (2) hours pay (paid at the rate of time and one-half) for West Long Branch Municipal Court call-ins. These payments are minimum payments, and members of the Police Department shall be paid for

additional time involved in the event that the call-in exceeds the minimum time.

3. Members of the Police Department will receive time and one-half for all firing range time, with a minimum of four (4) hours paid for the same at the rate of time and one-half.

4. When a uniformed officer's work schedule is changed with less than fifteen (15) days notice, that shift worked for that day by the officer will be compensated at the rate of time and one-half. This shall not apply to shift changes due to scheduled schooling approved by the Chief of the Department when fifteen (15) days notification can not be given.

ARTICLE VII

MISCELLANEOUS PROVISIONS

SECTION 1.

The Borough of West Long Branch will provide and pay for industrial safety glasses for use by members, if an appropriate and valid prescription is submitted to the Borough, with a maximum amount per year of two hundred (\$200.00) dollars to be paid by the Borough. This will include the cost of the examination.

SECTION 2.

If the State of New Jersey or insurance company issues a disability award to a member, the Borough of West Long Branch represents that such disability award will be paid in a lump sum to the member, or to his designated beneficiary. In the event the Police Officer should be receiving temporary disability payments as a result of a work-related accident, or any accident, injury or illness, the Borough shall pay the police member at his regular rate of pay, and the police member shall endorse over to the Borough any disability checks he may receive for the time frame during which the Borough is paying his full salary. In the event any checks are not received, but are due, the Police Officer agrees to assign his rights for the collection of those benefits to the Borough.

SECTION 3.

The members may be granted leaves of absence without pay, but not to exceed a period of six (6) consecutive months, and only upon prior approval by the Borough Council.

SECTION 4.

The Borough shall permit the instant employees to carry over to the next calendar year a maximum of ten (10) days vacation time, subject, however, to the discretion of the Department Head.

SECTION 5.

Any Police Officer who desires to take College courses must obtain the prior approval of the Chief of Police prior to electing the College Course(s). The Borough shall be responsible for a maximum of one hundred (\$100.00) dollars per credit, and a maximum of twelve (12) credits per year, for a maximum obligation of one thousand two hundred (\$1,200.00) dollars per year for college courses approved by the Chief and successfully completed. All such courses must be toward a criminal justice degree.

SECTION 6.

In addition to the benefits set forth in this agreement, the borough agrees that all benefits presently enjoyed by the West Long Branch Police Department shall continue in full force unless previously rescinded, or modified or omitted by this contract.

SECTION 7.

The Borough shall charge any schools, race track, private contractor or the like, for police coverage, as in the past, at the rate of \$2.00 per hour plus the fee set by the Borough for the calendar year involved. In setting the fee, the Borough shall consider input from the PBA regarding an amount which it feels is reasonable and can be expected to be paid by the contractors. Such rate shall be there after fixed by Borough resolution annually in conformance with the terms of this contract.

P.B.A. agrees that the differential fee for administrative costs (\$2.00 per hour) shall be increased as needed if it is determined that the \$2.00 fee does not cover the administrative and insurance costs, but not prior to the P.B.A. receiving ten (10) days advance notice prior to any increase.

Payment to the officer performing the duty shall be paid upon the Borough receiving the funds from the contractor for whom the officer performed the services.

The P.B.A. holds harmless and agrees to indemnify the Borough for any costs incurred in defending any officer's claim for higher rates of pay than as set forth in this agreement and for any coverage that the Borough may be called upon to pay in excess of the agreed fee as set forth in this agreement.

ARTICLE VIII

LONGEVITY

SECTION 1.

On completion of five (5) years of service to the West Long Branch Police Department, longevity will be paid by the Borough of West Long Branch to each and every member based upon the following table:

- (a) After five (5) years and through to ten (10) years2% of base salary
- (b) After ten (10) years and through to fifteen (15) years3% of base salary
- (c) After fifteen (15) years and through to twenty (20) years4% of base salary
- (d) After twenty (20) years5% of base salary

ARTICLE IX

SECTION 1.

The current dental plan in effect under the former contract (Delta Dental Plan Program 1-B), with the "Child Orthodontic Coverage" rider, or their equivalent, shall be maintained by the Borough for the benefit of the members of the West Long Branch Police Department.

SECTION 2.

The Borough agrees to provide health benefits after retirement. This means that the Borough will pay for health benefits in the State Health Plan, which shall be non-dental in nature and contain the equivalent benefits to the plan in effect while the employee was working. This program will come under Chapter 88 of the Public Laws of 1974 (amended in Chapter 46 of the Public laws of 1981) and all amendments to the same. The Borough further agrees to pass an appropriate resolution effectuating this agreement. This benefit shall accrue to any member of the West Long Branch Police Department who has at least Twenty-five (25) years of service. It is understood, however, that if the plan changes, the Borough shall have the right to purchase an equivalent plan on the same terms as set forth in this section.

ARTICLE X

CONSTRUCTION

SECTION 1.

This agreement shall be effective as of January 1, 1992 and expire December 31, 1993.

In the event that a new agreement has not been reached prior to the expiration date of this agreement the provisions of this agreement shall continue in force until such new agreement has been reached.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed, and the Borough seal of the Borough of West Long Branch to be placed hereon this 20 day of May 1992.

ATTEST:

BOROUGH OF WEST LONG BRANCH


Ann R. Clarke,
Borough Clerk

by: 

ATTEST:

WEST LONG BRANCH POLICE DEPARTMENT
P.B.A. Local No. 141


Ann R. Clarke,
Borough Clerk

by: 


