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RUTGERS UNIVERSITY

C O N T R A C T

THIS AGREEMENT is made and entered into on this 1st day of April, 1978, by and between the City of Long Branch, a municipality in the County of Monmouth, State of New Jersey, and hereinafter referred to sometimes as "Employer", and the Long Branch Patrolman's Benevolent Association, Local No. 10, hereinafter referred to sometimes as "Union", and

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the Employer and the Union and to establish a basic understanding relative to the rates of pay, hours of work and other conditions of employment consistent with law, and

WHEREAS, while it is recognized that the New Jersey Civil Service Act and Rules and other State and Federal law may have application to the relations between the parties hereto, and it is intended that such law shall apply where relevant, the fact that such law is not specifically referred to at all times in this Agreement shall not be taken to mean that such law does not apply where relevant, and

WHEREAS, it is understood and agreed that some of the terms of this Agreement may enlarge upon and expand the rights of the employees created by existing New Jersey law, and

WHEREAS, it is understood and agreed that this Agreement shall, in no way, be interpreted to reduce or limit any employee rights created and protected by the law of New Jersey, and

WHEREAS, the Mayor and the Business Administrator of the Employer have negotiated with the members of the Union with regard to this Agreement, and

WHEREAS, this Agreement has been approved by the City Council of the City of Long Branch pursuant to a resolution adopted on the day of ,

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties agree as follows:

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ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

Section 1. The Employer hereby recognizes the Union as the sole and exclusive representative of all patrolmen and officers as the negotiating unit for the purpose of collective bargaining and all activities and processes relative thereto. Unless otherwise indicated, the terms "police officer", "police officers", "patrolman", "patrolmen", "employee", "employees", "office" or "officers", as used in this Agreement, refer to all persons represented by the Union.

Section 2. This Agreement shall govern all wages, hours and other conditions of employment hereinafter set forth.

ARTICLE II

DISCRIMINATION AND COERCION

Consistent with the New Jersey Employer-Employee Relations Act, and other State and Federal Law, its supplements and amendments, there shall be no discrimination, interference or coercion by the Employer or any of its agents against the employees represented by the Union because of membership or activity in the Union. Neither the Employer nor the Union shall discriminate against any employee because of race, creed, color, sex, national origin or political affiliation.

ARTICLE III
MANAGEMENT AND MANUAL

Section 1. The Employer shall prepare a manual containing all its rules and regulations so as to establish standard operating procedures. Additionally, the manual shall contain job descriptions; that is, each rank, its scope, duties and requirements shall be clearly delineated. This manual shall be issued to each employee as a part of the regular equipment. The employee shall, however, consult with the Union as to the contents of said manual. Employer shall furnish the first draft of said manual within 3 months from the signing of this Agreement, and shall furnish the completed manual within 6 months from the signing of this Agreement.

ARTICLE IV

SALARIES

Section 1. The annual base salary for 1978 for each of the classifications shown shall be as follows:

Probationary Patrolmen (entire year).	\$10,650
Second Year Patrolmen	12,660
Third Year Patrolmen.	13,286
Fourth Year Patrolmen	13,858
Patrolmen, Maximum.	15,618
Sergeants	16,987
Lieutenants	18,132
Captains.	19,277

Section 2. Effective January 1, 1979, and for the period January 1, 1979, to June 30, 1979, the annual base salary for each of the classifications shown shall be increased 5 1/2% from the 1978 annual base salary, as follows:

	<u>Annual Base for Use During 6-Month Period</u>
Probationary Patrolmen (entire year).	\$11,342
Second Year Patrolmen	13,483
Third Year Patrolmen.	14,150
Fourth Year Patrolmen	14,759
Patrolmen, Maximum.	16,633
Sergeants	18,091
Lieutenants	19,311
Captains.	20,530

Section 3. Effective July 1, 1979, and for the period July 1, 1979, to December 31, 1979, the salary for each of the classifications shown shall be computed on the basis of an annual base salary increased 7% from the 1978 annual base salary, as shown:

Annual Base for Use
During 6-Month Period

Probationary Patrolmen (entire year).	\$11,396
Second Year Patrolmen	13,546
Third Year Patrolmen.	14,216
Fourth Year Patrolmen	14,828
Patrolmen, Maximum.	16,711
Sergeants	18,176
Lieutenants	19,401
Captains.	20,626

Section 4. Any employee, from whatever classification, assigned to the Detective Division, shall receive an additional \$300.00 for the year.

Section 5. Any regular police officer who has five (5) or more years service with another police department, shall be entitled to the maximum salary applicable to his service upon the recommendation of the Director of Public Safety, hereinafter "DPS" which recommendation shall not be unreasonably withheld. Maximum service five years.

Section 6. The stated salaries shall be retroactive to January 1, 1978, as all other provisions of this Agreement.

ARTICLE V

HOURS AND OVERTIME

Section 1. The basic work week for uniformed patrolmen and detectives is 40 continuous hours within a 7-day period.

Section 2. Overtime shall be paid at the rate of time-and-one-half to all employees working in excess of the normal forty (40) hour week.

Section 3. Employees shall perform police duties in shifts determined by the Director of Public Safety.

Section 4. A normal work shift shall be 8 hours.

Section 5. During each shift, employees shall be entitled to sufficient eating time within the said 8 hour shift.

Section 6. Members who are called to alert or placed on standby, shall be reimbursed at the rate of five (\$5.00) dollars per shift or any portion thereof, during the period or periods of such alert or standby.

Section 7. Where an employee is required to appear in any court or quasi-court during a time other than normal duty time, he shall be paid for his appearances as follows: straight time or compensatory time off. The City shall pay the straight or give compensatory time off, as the case may be, within six (6) months of the time of the appearance.

Section 8. If the Employer requires the employee's attendance during the employee's non-working hours, the employee shall be paid time and one-half (1 and 1/2) for such attendance. The employee shall not be paid less than 4 hours at time and one-half (1 and 1/2) for said attendance.

ARTICLE VI

LONGEVITY

The Employer shall add an increment of \$250.00 to base pay for every five (5) years of service. This increment of longevity shall be included in computations for payment of overtime. This Article shall become effective January 1, 1979. The increment for January 1, 1978 to December 31, 1978 shall remain at \$200.00 for every five (5) years service.

ARTICLE VII
EDUCATIONAL INCENTIVE

There are no provisions as to Educational Incentives in
this Agreement.

ARTICLE VIII
OUTSIDE EMPLOYMENT

Section 1. It is understood that full time employees shall consider their positions on the force as their primary job. Any outside employment must not interfere with an employee's efficiency in the performance of his duties for the City of Long Branch.

Section 2. Every employee planning to be engaged in outside employment shall first submit, in writing, the name or names of his prospective outside employer to his commanding officer, for DPS approval.

Section 3. All outside and job-connected assignments (for example, parades and sports events) shall be meted out by the Employer on an equitable and rotating basis.

ARTICLE IX
PROBATIONARY EMPLOYEES

Section 1. Newly hired policemen shall remain probationary until after the completion of 3 months of service from the date of hiring. Upon completion of said period, such policemen shall enjoy seniority status from the date of first hiring. In regard to the probationary period and in regard to the discharge of said probationary period, Civil Service Rules shall prevail.

Section 2. No seniority rights shall be given during the probationary period.

Section 3. Discharge or disciplinary action of probationary employees shall be governed by the provisions of the Civil Service Act.

ARTICLE X
CLOTHING ALLOWANCE

Section 1. All new patrolmen shall be supplied with one set of complete uniforms by the Employer.

Section 2. All Employees shall receive, from the Employer, an annual clothing allowance voucher, not to exceed \$300.00, for replacement of clothing as needed, and as may be approved by the DPS.

Section 3. All employees who are assigned to the detective division shall receive from the Employer the annual sum of \$300.00 for the purchase of clothing utilized in their division.

Section 4. The Employer shall replace clothing damaged in the line of duty.

ARTICLE XI

PENSIONS

The Employer shall continue to make contributions as heretofore to provide pension and retirement benefits to employees covered by this Agreement under the Police and Firemen's Retirement System pursuant to the provisions of the statutes and laws of the State of New Jersey.

ARTICLE XII

SICK AND OTHER LEAVE

Section 1. Existing benefits as governed by Civil Service and Local Ordinance shall apply.

Section 2. The City shall abandon the practice of sending "sick slips" to home of employee.

Section 3. Employees must report absence to desk at least two (2) hours before shift to start unless he has a bona fide reason for not being able to report. Failure to report as prescribed shall result in loss of pay for period of absence.

ARTICLE XIII

VACATIONS

Section 1. Civil Service and Local Ordinances relating to Vacation Leave shall apply unless as modified below.

Section 2. The present practice of vacations shall continue, to wit: one to fifteen years of service--15 working days and fifteen or more years of service--20 working day.

Section 3. Eligibility shall be computed as of the first day of the month hired.

Section 4. Vacation time shall begin on the day following a day off of the employee.

Section 5. Selection shall be based on seniority.

Section 6. Patrolmen may take vacation periods during June, July, August and December. Such vacation assignments shall be based on seniority and no such employee shall be assigned more than two (2) weeks vacation during said months, unless otherwise approved by the DPS, which approval shall not be unreasonably withheld.

Section 7. The vacation time of officers shall be separate and distinct from vacation assignments of the patrolmen.

Section 8. Any employee who is entitled to vacation leave at the time of his retirement shall receive the earned vacation which has not been taken or the monetary equivalent thereof.

Section 9. Vacations may be split upon the approval of the DPS.

ARTICLE XIV
HOLIDAYS AND PERSONAL DAYS

Section 1. The present practice of holidays shall continue, and all employees shall receive, in lieu of holidays, twelve (12) days pay, to be paid on November 30 of each year in one lump sum, whether worked or not.

Section 2. Should the Federal government declare another holiday or holidays, same shall be added to the twelve (12) present holidays and similarly paid.

Section 3. Effective January 1, 1979, the holiday celebrated as Martin Luther King, Jr. Day shall be added to the list of holidays, for a total of thirteen.

ARTICLE XV

DEATH IN FAMILY AND EMERGENCY

Section 1. Every employee shall be entitled to leave with pay for three days upon the death of a member of his immediate family (wife, children, parents).

ARTICLE XVI

HOSPITAL, MEDICAL AND LIFE INSURANCE

Section 1. The present practice under the State Health Plan shall continue.

Section 2. Employer shall provide life insurance coverage in the amount of \$5,000.00 on the life of each employee, who has the sole right to name the beneficiary, effective January 1, 1979. The life insurance for January 1, 1978 to December 31, 1978 shall remain at \$1,000.00.

ARTICLE XVII

FALSE ARREST, LIABILITY AND OTHER INSURANCE

The Employer shall obtain and maintain, at no expense to the employee, insurance for false arrest, malicious prosecution, assault and battery and liability for acts and omissions within the scope of the employment provided the City can obtain same. "Scope of Employment" shall also include, but is not limited to, outside job-connected assignments provided insurance can be obtained to cover same.

ARTICLE XVIII

BULLETIN BOARD

The Employer shall provide a bulletin board in a conspicuous location at headquarters for the use of the Union for posting notices concerning Union business and activities. All such notices shall be posted only upon the authority of officially designated Union representatives and shall not contain salacious, inflammatory or annoying material.

ARTICLE XIX

CHECK-OFF

Upon receiving the written voluntary authorization and assignment of an employee covered by this Agreement (in the form agreed upon between the Employer and the Union and consistent with applicable law), the Employer agrees to deduct membership dues (and initiation fees where applicable) in such amounts as shall be fixed pursuant to the By-Laws and Constitution of the Union during the full term of this Agreement. The Employer shall promptly remit monthly any and all amounts so deducted, with a list of such deductions to the Secretary-Treasurer of the Union. This provision will only take effect when computerization is available.

ARTICLE XX

REMOVAL, SUSPENSION, FINE, DEMOTION
AND ALL DISCIPLINARY ACTION

Section 1. Civil Service provisions shall apply as to removal, suspension, fine demotion and all other disciplinary action.

ARTICLE XXI

GRIEVANCES

Section 1. A "grievance" shall include any combination of circumstances because of which the employee or Union is dissatisfied with work conditions, and any and all disputes, controversies and conditions of any nature whatsoever, as related to this Agreement.

Section 2. A grievance does not include disputes, circumstances, controversies and conditions which fall within the jurisdiction of the Civil Service Commission or within the jurisdiction of the Employer-Employee Relations Commission.

Section 3. Probationary employees shall be considered as employees for the purpose of Section 1 and 2 of this Article, except that probationers cannot grieve discharge.

Section 4. Employees expressly reserve their equitable and/or legal remedies and nothing herein shall be construed as a waiver of same.

ARTICLE XXII

GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Step One. The grievance shall be taken up first with the appropriate superior in the chain-of-command in an attempt to resolve the matter informally at that level.

Section 2. Step Two. If, as a result of the foregoing discussion (Step One), the matter is not resolved within five (5) calendar days, or if the said superior does not act within said time, (which shall be treated as an inability to resolve), it shall be discussed by the employee affected or Union and with the Captain in charge in an effort to resolve the matter informally at that level.

Section 3. Step Three. If, as a result of the foregoing discussions (Step Two), the matter is not resolved within said time (which shall be treated as a inability to resolve), any involved party may then file with the DPS a written statement setting forth the nature of the grievance with a request that the DPS try to resolve same.

Section 4. Step Four. If, as a result of Step Three, the DPS is not able to resolve the matter within five (5) calendar days after he has received the written statement of the grievance with a request to try to resolve same, or if he does not act within the said time (which shall be treated as an inability to resolve), any party involved may then submit a like written request to the Business Administrator. If the Business Administrator cannot resolve the matter within ten (10) days after he has received the written statement of the grievance, or if the Business Administrator does not act within the said time (which shall be treated as an inability to resolve), any involved party may submit the grievance to artibration in accordance with the next following

section.

Section 5. If the matter is not resolved by the Business Administrator (Step Four) within the specified ten (10) days, or if he fails to act within said time (which shall be treated as an inability to resolve), any party involved may, within an additional twenty (20) days (30 days from the date the Business Administrator first received the written grievance), submit the matter to arbitration, as follows:

(a) A written request shall be made to the New Jersey Public Employment Relations Commission to submit, in accordance with their rules, a list of arbitrators from which the parties may select an arbitrator;

(b) The rules and procedure of the New Jersey Public Employment Relations Commission shall be followed by the arbitrator. The arbitrator shall be limited to the issues presented and shall have no power to add to, subtract from or modify any of the terms of this Agreement or to establish or change any wage rate. The decision shall be binding and final. Any fees or administrative charges for arbitration shall be borne equally. Witness fees and other expenses shall be borne by the parties incurring such expenses.

Section 6. It is expressly understood that the Employer or the Employee or Union, as the case may be, shall not waive any of its legal and/or equitable remedies, if any, and may resort to the courts at any time. Moreover, if questions arise regarding the violation, application or interpretation of a Statute, such questions shall be resolved by the courts.

ARTICLE XXIII
CITIZEN'S REQUEST FOR CHARGES

Whenever a citizen shall request that the Police Department take departmental action of any kind, against an employee, the following procedure shall be followed where the matter is not otherwise cognizable under the Civil Service Act and Rules, or not cognizable under the grievance Articles of this Agreement:

(a) A written statement detailing, with particularity, the citizen's allegations shall be prepared. The citizen shall swear to the truth of the allegations before a person authorized to take oaths. A copy of the sworn statement shall be given to the employee.

(b) The statement shall be submitted to the City Attorney, who shall conduct an investigation to determine whether there is clear and convincing evidence to support the citizen's allegation.

(c) Should the City Attorney find that there is clear and convincing evidence to support the allegations, then he shall prepare a written report of his findings and decision to the Director of Public Safety. The employee shall be given a copy of the City Attorney's report.

(d) If the City Attorney finds that there is no clear and convincing evidence to support the citizen's allegations, no further action shall be taken against the employee. If, on the other hand, the City Attorney finds that there is such evidence to support the allegations, the Director of Public Safety shall hold a hearing for the employee. Such hearing shall be in accordance with the Civil Service Act.

(e) If the hearing results in a determination which is adverse to the employee, the aggrieved employee has a right to avail of his Civil Service remedies or his remedies set forth in the grievance Articles of this Agreement, whichever remedy is applicable.

ARTICLE XXIV

EVALUATIONS AND JOB REFERENCES

Section 1. Evaluations of employees shall be governed by Civil Service Law. The guidelines established by Civil Service shall govern evaluations of the employees.

Section 2. Whenever an evaluation of any employee is made, the employee who is evaluated shall be entitled to a copy of said evaluation, including, but not limited to, remarks and comments made. The said copy shall be simultaneously furnished to the employee.

Section 3. Every evaluation shall contain a clear and concise statement of the facts upon which the evaluation is based.

Section 4. Each employee who is evaluated shall have the right to review such evaluation with the supervisor who made the evaluation. Such employee shall be given at least 10 days from his receipt of the copy of the evaluation in which to prepare and deliver his written answer, if any, to the evaluation.

ARTICLE XXV

REIMBURSEMENT FOR JOB-CONNECTED EXPENSES

Section 1. Employees shall receive and Employer shall pay for all expenditures, not otherwise compensable by the Employer, incurred by the Employee in the performance of his duties or in the performance of job-related functions. The prior approval of the DPS shall be required before any such expenditures are incurred or reimbursed.

Section 2. While the following list shall not be considered to be exhaustive, the following reimbursements shall be made:

(a) Use of personal automobile - .15 per mile plus parking and tolls.

The prior approval of the DPS shall be required before any such expenditures are incurred or reimbursed.

ARTICLE XXVI

SAVING CLAUSE

Section 1. If any provision of this Agreement or the application of this Agreement to any person or circumstances shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

Section 2. If any such provisions are so invalid, the Employer and this Union shall meet for the purpose of negotiating changes made necessary by the applicable law.

ARTICLE XXVII

DURATION


Section 1. This Agreement shall be effective as of January 1, 1978, to and including December 31, 1979.

Section 2. Not less than ninety (90) days prior to the expiration of the term of this Agreement, either party shall notify the other party regarding the commencement of negotiations for entering into a new Agreement of employment to commence January 1, 1980. Upon such notice, one party to the other as herein recited, within thirty (30) days of such written notice to the other party, both parties shall commence negotiations for a new employment Agreement.

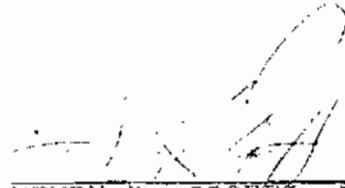
Section 3. If this Agreement expires while a new Agreement is being negotiated, the parties agree to keep this Agreement in effect pending the new Agreement. However, it is clearly understood that the new Agreement will take effect as of January 1, 1980.

IN WITNESS WHEREOF, the parties hereto have hereunto
set their hands and seals this 12-day of April,
1978.

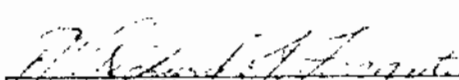
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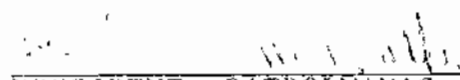
JENNIE C. DEFAZIO,
CITY CLERK



HENRY R. CIOPPI, MAYOR



SECRETARY,
PBA LOCAL #10



PRESIDENT, PATROLMAN'S
BENEVOLENT ASSOCIATION
LOCAL #10
LONG BRANCH, NEW JERSEY

Councilman *Reaversa* offers the following resolution and moves its adoption:

RESOLUTION

WHEREAS, the City Administrator has successfully negotiated salary contracts for the Police and Fire Department, and

WHEREAS, these negotiations were in line with the guidelines provided by the City Council and the Mayor, and

WHEREAS, funds to meet the added obligations are available in the 1978 Budget;

NOW, THEREFORE, BE IT RESOLVED that the Mayor be authorized to sign these contracts.

Seconded by Councilman Cofer and adopted upon the following roll call vote:

AYES: 5
NAYES:
ABSENT:
APPROVED:
DATED: April 25, 1978

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH

I, JENNIE C. DEFAZIO, CITY CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF Resolution AS PASSED AND ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON April 25, 1978.

IN WITNESS WHEREOF, I HAVE HEREIN SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 27 DAY OF April, 1978

Jennie C. DeFazio
JENNIE C. DEFAZIO
CITY CLERK

Jennie C. DeFazio