

(3/3/16)

AGREEMENT

BETWEEN

BOROUGH OF WEST LONG BRANCH  
NEW JERSEY

AND

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

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JANUARY 1, 2016 through DECEMBER 31, 2019

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**PREAMBLE**

This Agreement, made this 16th day of March, 2016, 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 2016-2019 base salaries of all members covered by this agreement will be as set forth below:

**SALARY GUIDE**

(\*Any Officer hired before December 21, 2011 shall be considered Patrolman 10 for salary purposes)

	Base Salary Effective 01/01/2016	Base Salary Effective 01/01/2017	Base Salary Effective 01/01/2018	Base Salary Effective 01/01/2019
Captain	\$132,333.00	\$134,913.00	\$137,544.00	\$140,226.00
Lieutenant	\$125,501.00	127,948.00	130,443.00	132,987.00
Sergeant	\$118,656.00	120,970.00	123,329.00	125,734.00
*Patrolman10	\$111,812.00	113,992.00	116,215.00	118,481.00
Patrolman 9	\$ 89,027.00	90,763.00	92,533.00	94,337.00
Patrolman 8	\$ 82,873.00	84,489.00	86,137.00	87,817.00
Patrolman 7	\$ 76,719.00	78,215.00	79,740.00	81,295.00
Patrolman 6	\$ 70,566.00	71,942.00	73,345.00	74,775.00
Patrolman 5	\$ 64,412.00	65,668.00	66,949.00	68,255.00
Patrolman 4	\$ 58,258.00	59,394.00	60,552.00	61,733.00
Patrolman 3	\$ 52,105.00	53,121.00	54,157.00	55,213.00
Patrolman 2	\$ 45,951.00	46,847.00	47,761.00	48,692.00
Patrolman 1	\$ 39,797.00	40,573.00	41,364.00	42,171.00
Probation	\$ 33,644.00	34,300.00	34,969.00	36,651.00

**SECTION 2.**

The number suffixes on Salary Guide "A" one through five (1-5) and on Salary Guide "B" one through ten (1-10) listed after Patrolman salary levels shall refer to the number of years served by that officer in the West Long Branch Police Department in order to achieve that pay status.

ARTICLE II

HOLIDAYS

SECTION 1.

The following days are considered to be holidays, but they are not paid holidays (see section 2) said holidays:

- |                     |                      |
|---------------------|----------------------|
| New Year's Day      | Labor Day            |
| Columbus Day        | Veteran's Day        |
| Election Day        | Thanksgiving Day     |
| Easter/Rosh Hashana | Christmas/Yom Kippur |
| Memorial Day        |                      |
| Independence Day    |                      |

SECTION 2.

Holiday Pay has been factored in to all members' base pay, therefore it will be forever considered part of their base salary (As reflected in Salary Guide "A" and Salary Guide "B") therefore "Holiday Pay" has ceased to exist.

ARTICLE III

VACATIONS

SECTION 1.

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

<u>Years of Service</u>	<u># of Days</u>
Less than one Year	-0-
After First Anniversary	10 days
Calendar Year of Fourth Anniversary	12 days
Calendar Year of Seventh Anniversary	17 days
Calendar Year of Thirteenth Anniversary	22 days
Calendar Year of Twentieth Anniversary	27 days

SECTION 2.

Two officers assigned to Patrol (Excludes Detectives, \*Lieutenant and Captain) 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 Chief of Police.

\*If a Lieutenant is scheduled as one of the minimum manpower patrol officers on a given day, he shall be considered part of the officers "Assigned to Patrol" for that day and shall count

as any other Patrolman or Sergeant attempting to utilize a Vacation day

**SECTION 3.**

Seven (7) days of annual vacation may be taken in individual days.

**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 Chief of Police.

**SECTION 5.**

Officers' vacation requests shall be granted on a seniority basis, provided the request is submitted prior to March 15 of the year in which the vacation is to be taken. Such requests will only apply to the current calendar year and into the first seven days of the following calendar year. Officers will not be permitted to submit vacation requests for any calendar year following the subject year, other than for the first seven days of the following year. Any requests submitted after March 15 shall be assigned on a first come first served basis.

**ARTICLE IV**

**SICK LEAVE**

**SECTION 1.**

This section applies to all employees hired on or after January 1, 2000.

A. All permanent full time employees covered by this agreement, hired on or after January 1, 2000 shall be granted sick leave with pay of one (1) working day for every month of service during their first calendar year of service and fifteen (15) working days credited on January 1<sup>st</sup> of each calendar year thereafter. The amount of such leave not taken shall accumulate from year to year.

B. The employer may request an employee absent on sick leave for three (3) consecutive workdays to submit acceptable medical evidence substantiating the illness.

C. The employer may require an employee on extended sick leave (five (5) consecutive work days) to be examined by a doctor selected by the employer. This examination shall be paid for by the employer and may be required at any time after the period of the extended sick leave has been met and may also be required prior to return to active duty.

D. Upon retirement from the police department, with twenty-five (25) years of PFRS credited service, pursuant to any approved retirement provided by New Jersey Law, the employee shall be entitled to cash in all accumulated sick days at a rate of \$80.00 per day to a maximum of \$16,000.00. If the law changes, and mandates a lower maximum payout, then the lower maximum will apply. The Borough may choose to make this payment in one (1) installment at date of retirement or two (2) equal installments. The first payment shall be made at the retirement date, and the second payment on March 1<sup>st</sup> of the following year.

E. If the employee should die prior to his/her retirement, the payment described in section D shall be paid to the employee's beneficiary as listed with PFRS benefits.

F. With the Borough's permission, employees participating in the sick day plan will be allowed to donate days to another employee who has used all his/her days.

**SECTION 2.**

This section applies to all members hired before January 1, 2000.

A. All permanent full time employees covered by this agreement hired before January 1, 2000 shall be considered grand fathered under the sick leave policy in effect prior to January 1, 2000.

B. The employer may request an employee absent on sick leave for three (3) consecutive workdays to submit acceptable medical evidence substantiating the illness.

C. The employer may require an employee on extended sick leave (five (5) consecutive work days) to be examined by a doctor selected by the employer. This examination shall be paid for by the employer and may be required at any time after the period of the extended sick leave has been met and may also be required prior to return to active duty.

ARTICLE V

UNIFORM ALLOWANCE & 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 eight hundred seventy-five dollars (\$875.00) for the years 2016, 2017, 2018 and 2019 to be used for the purchase of departmental uniform items from vendors 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 one thousand four hundred fifty dollars (\$1,450.00) in 2016, 2017, 2018 and 2019 to be paid in semi-annual installments on January 15 and July 15 of each year.

SECTION 4.

The Borough agrees to supply a newly hired full time employee of the police department with an initial uniform set-up, as designated by the Chief of Police, to a maximum amount of two thousand five hundred dollars (\$2,500.00). The new employee will not receive a clothing allowance for his first calendar year of employment.

ARTICLE VI

PERSONAL DAYS

SECTION 1.

Members of the West Long Branch Police Department will be authorized the following personal hours per year.

- All Patrolman -----(60 hours)
- Sergeants -----(60 hours)
- Lieutenant -----(60 hours)
- Captain -----(60 hours)

## SECTION 2.

Prior to using authorized Personal hours, 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, twelve (12) unused personal hours may be carried over until the following March 31<sup>st</sup>.

## ARTICLE VII

### COMPENSATORY TIME

A. The Borough and PBA agree there will be compensatory time/compensatory time off by West Long Branch Police Officers. The following provisions shall apply with respect to the accrual and use of compensatory time by West Long Branch Police Officers.

B. Compensatory time earned is at one and a half (1 ½) Times the officer's regular rate of pay. (8 hours of overtime is equal to 12 hours compensatory time accumulated.)

C. Compensatory time off shall be used hour for hour (8 hours compensatory time off equals 8 hours off)

D. The choice of whether to accumulate compensatory time or to be paid overtime is at the discretion of the officer who earns the overtime. No one shall force the officer to accumulate compensatory time in lieu of being paid overtime.

E. Requests for use of compensatory time off shall be granted unless it brings the minimum shift manpower below standards set by the Chief of Police.

F. If an officer has been granted compensatory time off and the shift goes below the minimum shift manpower set by the Chief of Police, the officer shall still be granted the compensatory time off and the shift shall be filled with another officer even if it requires overtime to be paid (ex. Sick out, personal time, etc.).

G. No officer shall accumulate more than 160 hours of compensatory time.

H. No compensatory time shall be permitted to be utilized on the following dates: July 4, Columbus Day Parade,

Mischief Night, Halloween Night and West Long Branch fireworks display.

## ARTICLE VIII

### BEREAVEMENT DAYS

#### SECTION 1.

A. Members of the West Long Branch Police Department will be granted five (5) consecutive workdays off for bereavement per death of the employee's immediate family. Immediate family will consist of mother, father, spouse, child, stepchild, stepmother, stepfather, mother-in-law, father-in-law.

B. Members of the West Long Branch Police Department will be granted three (3) consecutive work days off for bereavement per death of the employee's sister, brother, sister-in-law, brother-in-law, step-sister, step-brother, daughter-in-law, son-in-law, grandparent, grandchild, step-grandchild.

C. Members of the West Long Branch Police Department will be granted one (1) workday off for bereavement per death of aunt, uncle, niece and nephew. If member was hired after January 1, 2000 he/she will be granted one (1) work day off for bereavement per death of employee's aunt, uncle, niece and nephew.

D. Members of the West Long Branch Police Department will be granted two (2) additional work days off to the above bereavement schedule if travel of over seven hundred and fifty (750) miles is involved. The employee will submit proof of funeral attendance to the Chief of Police upon the employee's return to work. The proof of attendance shall be a letter on the funeral home letterhead containing the funeral director's signature.

#### SECTION 2.

All bereavement days shall be "day for day", meaning a "day" shall be the same length in terms of hours as the officer's regular tour of duty (i.e., 8 hours, 12 hours, etc.)

## ARTICLE IX

### OVERTIME

#### SECTION 1.

A. Any member of the Police Department who shall perform in excess of eighty (80) hours of service in any fourteen (14)-day work period 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 eighty (80) hours.

B. 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 shall be paid for additional time involved in the event that the call-in exceeds the minimum time.

C. Members of the Police Department will receive time and one-half pay for firing range time.

D. When a uniformed officer's work schedule is changed with less than seven (7) calendar 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 seven (7) calendar days notification can not be given. If the officer is off duty, the employer shall make two attempts to reach the officer by phone within a period of four hours. If the subject officer cannot be reached within four hours, after two phone calls, the employer shall leave a note in the police officer's box.

## **SECTION 2.**

There are provisions elsewhere in this contract which provide for days off for vacation, sick time, bereavement leave, etc. All of those days off, with the exception of bereavement leave, which is treated separately, shall be considered to be eight (8)-hour days.

## **SECTION 3.**

Patrol officers with the West Long Branch Police Department currently work two thousand eighty hours (2080hrs) per year. The current schedule is commonly referred to as a "Modified 12 hour Pitman Schedule". If the Chief of Police seeks to change the current work schedule, the following procedure shall be followed:

A. Above listed schedule shall remain in effect unless 3 Months (90 Days) written notice is given to all officers that a new schedule will be implemented.

B. Within ten (10) calendar days of above written Schedule Change Notification, the Chief of Police shall meet with the PBA Executive Board to present in writing and discuss reasoning for changing current schedule and to hear concerns with a new schedule as well as any alternative suggestions to

maintain the current schedule.

C. If all means are exhausted and there is a tangible managerial need and/or operational objective for modifying the work schedule, a schedule consisting of two thousand eighty hours (2080 hrs) may be implemented after 3 months (90 days) from the original written notice.

D. To the degree that it is legally negotiable, the PBA may challenge any modification of schedule through the parties grievance arbitration process

## ARTICLE X

### MISCELLANEOUS PROVISIONS

#### SECTION 1.

The Borough of West Long Branch will provide and pay for industrial safety glasses (meeting ANSI lens standards) for use by members, if an appropriate and valid prescription is submitted to the Borough, with a maximum amount per year of two hundred seventy five dollars (\$275.00) for 2016, 2017, 2018 and 2019 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, only but not to exceed a period of six (6) consecutive months, and only upon prior approval by the Borough Council.

#### SECTION 4.

Any Police Officer who desires to take College courses must obtain the prior approval of the Chief of Police prior to

electing College Course(s). The decision of the Chief of Police shall be final and not grievable. The Borough shall be responsible for a maximum of two hundred fifty dollars (\$250.00) per credit, and a maximum of twelve (12) credits per year, for a maximum obligation of one thousand four hundred and forty (\$1,440.00) dollars per year for college courses approved by the Chief and successfully completed.

**SECTION 5.**

An officer who has completed eighteen (18) years of service with the Borough of West Long Branch as a patrolman shall attain the rank of corporal. This rank shall be a courtesy rank for years of service and shall have no bearing on any promotional proceedings or any salary increase.

**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.**

A. The Borough shall charge any schools, race track, private contractor or the like, for police coverage, as in the past, at the rate of \$12.00 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 that it feels is reasonable and can be expected to be paid by the contractors. Such rate shall be thereafter fixed by Borough resolution annually in conformance with the terms of this contract.

The P.B.A. agrees that the differential fee for administrative costs (\$12.00 per hour) shall be increased as needed if it is determined that the \$12.00 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.

B. All Off-Duty work (Contractor Overtime) shall be distributed as fair and equitable as possible amongst all regular police officers of the Borough of West Long Branch. This shall be done in the same manor such as our current Patrol overtime system (SOP OT-1 Dated 07/08/2008), which utilizes the "Bar Graph Style Chart System". This shall be used for any Off-Duty work in or out of the Borough requiring FOUR HOURS or more.

C. It understood that all "other" Off-Duty work, such as but not limited to Shore Regional High School Events, Branches Events, Monmouth Park Racetrack, Monmouth University Events and any other event that consists of "LESS THAN 4 HOURS" shall be divided amongst all members in a "fair and equitable manner". Ie: Evenly Dispersed with an equal opportunity for all members.

D. The P.B.A. understands that special police officers will be paid the same rate as members of the bargaining unit. It is agreed, however, that all such contractor overtime shall be first offered and given to regular police officers of the Borough of West Long Branch. Only when no regular police officer is willing or able to perform such duty will the contractor overtime be made available to special police officers.

E. Outside work minimum pay - An employee shall be guaranteed four (4) hours minimum, paid by the contractor, at the outside work rate set by resolution. If the contractor should cancel the activity, it will be the responsibility of said contractor to notify the dispatch desk of the cancellation at least two (2) hours prior to the agreed start time. Should the contractor fail to make such notification, said contractor will be responsible to pay the officer a four (4) hour minimum, at the outside work rate. This provision excludes work done by the Borough of West Long Branch, West Long Branch Schools, Shore Regional High School, Monmouth Park Racetrack and \*West Long Branch Community Center functions. \*Does NOT include private rentals of the West Long Branch Community Center.

F. Services rendered by police officers for traffic control and the like for the Michael Thorne Foundation Race shall be compensated differently than set forth in Article IX, Section 8, of this contract. Compensation for that particular event shall be a flat \$50.00, plus the borough's administrative fee.

#### **SECTION 8. Attendance at PBA Convention.**

In conformance with past practice, the Borough will allow the duly-elected/appointed PBA delegate and alternate delegate to attend one PBA convention per year without penalty. In other words, neither the delegate nor alternate delegate will

be charged sick time, vacation time, or personal time; however, the maximum time away from work to attend any such convention shall not be more than five (5) days. Neither the delegate nor the alternate delegate shall be docked any pay.

These provisions shall only apply to the PBA delegate and one (1) duly elected or appointed alternate.

## ARTICLE XI

### MATERNITY LEAVE/FAMILY LEAVE

#### SECTION 1. Maternity Leave.

A. Female employee shall notify the Chief of Police or his designee as early as possible upon learning that she is pregnant. Written notice of the pregnancy should be provided to the Borough no later than fourteen (14) days after the employee receives medical confirmation of the pregnancy.

B. A pregnant employee shall be permitted to continue to work her full and normal duties so long as same is permitted by a physician's certificate. Upon notification of her pregnancy, the employee shall submit a certificate from a physician concerning her ability to perform her job duties and any restrictions on these duties. The employee shall have a continuing obligation to notify the borough of any change in the status of her capability to work her full and normal duties.

C. The Borough shall also have the right to have any pregnant employee examined by a borough selected physician to render a determination as to that employee's ability to perform her normal duties. The examination shall be at the expense of the borough.

In the event of a conflict between the determinations of the employee's and borough's physicians, an independent third physician will be used to render a binding determination as to the employee's ability to work. The independent physician will be selected as follows:

(1) The borough and the PBA will each provide up to three (3) names of obstetricians.

(2) A blind, impartial selection shall be made from a combination of the two (2) lists. The selected physician shall be granted access to medical records and information pertaining to the employee and her pregnancy maintained by the borough's physician and the employee's physician, and the employee shall execute a release permitting such access.

D. A pregnant employee who fails to receive medical clearance to perform the full and normal duties of her job shall not be entitled to return to her duties until such medical clearance is obtained in writing.

E. If the employee is deemed not able to work her regular assignment by the process outlined in B or C of this section, the Chief or his designee may assign the pregnant employee to temporary modified duty until the pregnant employee and her doctor, by the process outlined in B or C of this section, indicate in writing they believe she is unable to perform the duties and job. Nothing in this provision shall obligate the borough to create a new position, assignment or work where none exists. The borough will make every effort to find a modified duty assignment that she is capable of performing without injury to her health status as being pregnant and, requests for such modified duty will not be unreasonably denied.

F. The pregnant employee may wear appropriate civilian attire when, during the term of her pregnancy, it is such that wearing the basic uniform would be impractical, except if the borough, at its sole discretion and expense, provides appropriate uniforms, exclusive of the employee's annual uniform allowance. Such civilian attire must be in accordance with the standards established by the borough.

G. A leave of absence for reasons of disability due to pregnancy may be granted for the medically verified period of disability. Such leave will be unpaid.

H. If the employee, because of her status as being pregnant, is unable to do any job while she is pregnant or there is no temporary modified duty for her, then the employee may use any and all accrued sick days, vacation days and personal days while she is pregnant.

I. 1. If during the term of the employee's pregnancy she is using sick days, vacation days and personal days for time off, then the employee shall continue to accrue any and all benefits that she is entitled to under this contract, including medical insurance, seniority, sick days, vacation leave, personal days, etc., and all statutory benefits provided by New Jersey and Federal Law.

2. If the employee, during the term of the pregnancy, is out on disability due to the pregnancy, then the employee shall not accrue sick days, vacation leave and personal days, but the employee shall continue to accrue any and all other benefits that she is entitled to under this contract, including medical insurance, seniority and all other statutory benefits provided by New Jersey and Federal Law.

## SECTION 2. Family Leave

A. An unpaid leave of absence for reasons of childcare due to the birth or adoption of a child may be granted to an eligible employee for up to twelve (12) weeks in a twenty-four (24) month period in accordance with the New Jersey Family Leave Act.

B. An unpaid leave of absence to care for a family member with a serious illness or health condition may be granted to an eligible employee for up to twelve (12) weeks in a twenty-four (24) month period in accordance with the New Jersey Family Leave Act.

C. Any employee seeking a leave of absence for child care or family leave shall apply to the borough for said leave upon reasonable notice, specifying the date upon which he/she wishes to commence said leave and the date he/she expects to return to work.

D. Medical insurance shall be provided to an employee during the period of approved family leave as if the employee was continuing to work.

E. An employee returning from an approved family leave shall be reinstated to his/her former position or an equivalent position, if the former position has been filled.

F. Family leave and child care leave entitlements shall be in addition to and shall not affect a pregnant employee's entitlement to leave for the period of her disability caused by pregnancy.

G. The provisions of this Section 2 shall be administered in accordance with the provisions of the New Jersey Family Leave Act and applicable regulations.

## ARTICLE XII

### MEDICAL

#### 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 under the Central Jersey Health Insurance Fund (AETNA POS), which shall be non-dental in nature and become effective January 1, 2012. If necessary or required, 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 again, the Borough shall have the right to purchase an equivalent plan on the same terms as set forth in this section.

## **SECTION 3.**

All bargaining unit members will be insured for health purposes under the Central Jersey Health Insurance Fund (AETNA POS) effective January 1, 2012.

## **SECTION 4.**

Effective January 01, 2012, the members of the bargaining unit will be required to contribute toward their health insurance from their pay in accordance with the laws of the State of New Jersey. Should the laws of the State of New Jersey change, it is understood that prior to January 01, 2012, all bargaining unit members did not contribute toward their health insurance. Members are only contributing as a requirement of the laws and not as negotiated. If future laws do not require officers to contribute toward their health insurance, their contributions will immediately stop and the Borough will bear one hundred percent (100%) cost of the health insurance as previously negotiated.

## **SECTION 5.**

The borough will explore the ability to provide unit members with insurance options with different deductibles, in which case, if the insurance company allows, each unit member will be able to select which option he or she wants. The borough, however, shall have no obligation to pay any increased premium if a unit member selects a plan with a higher premium. Neither shall the borough have any obligation to pay any unit member for selecting a lower premium plan.

## ARTICLE XIII

### GRIEVANCE PROCEDURE

#### SECTION 1.

A grievance is a complaint that there has been an improper application, interpretation, or violation of this Agreement.

#### SECTION 2.

A grievance, to be considered under this procedure, must be initiated in writing within ten (10) calendar days from the time when the cause for grievance occurred, and the procedure following shall be resorted to as the sole means of obtaining adjustment of the grievance. If the grievance is unanswered by Management within the time limits, it is assumed that the grievance is denied, and the West Long Branch P.B.A. Local 141 (hereafter referred to as "Police") has the absolute right to proceed to the next step.

#### SECTION 3.

A. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal and decision. (If the grievance is unanswered by Management within the time limits, it is assumed that the grievance is denied, and the Police have the absolute right to proceed to the next step.)

B. The grievance, when it first arises, shall be taken up orally between the employee, the Police representative and the Chief of Police (hereafter referred to as "Chief"). The Chief shall, within five (5) working days thereafter, give an oral or written decision on the grievance. (If the grievance is unanswered by Management within the time limits, it is assumed that the grievance is denied, and the Police have the absolute right to proceed to the next step.)

C. If no satisfactory settlement is reached during the first informal conference, then such grievance shall be reduced to writing and the P.B.A. representative shall serve the same upon the Chief. Within five (5) working days thereafter, the grievance shall be discussed between the Chief the representative and the grievant, if the grievant wishes to attend. A written decision shall be given to the Police within five (5) working days thereafter. (If the grievance is unanswered by Management within the time limits, it is assumed

that the grievance is denied, and the Police have the absolute right to proceed to the next step.)

D. If the decision given by the Chief does not resolve the grievance, the Police shall notify the Mayor and Council within five (5) working days of its desire to meet with the Chief and the Mayor and Council, who shall meet with a representative and the grievant, if the grievant wishes to attend, of the Police within ten (10) working days after receipt of the notice by the Mayor and Council. A written decision shall be given to the Police within five (5) working days thereafter. (If the grievance is unanswered by Management within the time limits, it is assumed that the grievance is denied, and the Police have the absolute right to proceed to the next step.)

E. In the event the grievance is not satisfactorily settled by the meeting between the Chief and the representative of the Police, then both parties agree that within ten (10) calendar days, either party may request the New Jersey Public Employment Relations Commission to aid them in the selection of an arbitrator, according to the rules and regulations of the Board, who shall have full power to hear and determine the dispute, and the arbitrator's decision shall be final and binding.

#### **SECTION 4.**

The arbitrator shall set forth his findings of fact and reasons for making the award. The arbitrator shall have no authority to change, modify, alter, substitute, add to or subtract from the provisions of this Agreement. Only one issue or grievance may be submitted to an arbitrator, unless the parties agree otherwise. No dispute arising out of any questions pertaining to the renewal of this Agreement shall be subject to the arbitration provisions of this Agreement. Attendance at arbitration hearings shall be limited to parties that have a direct interest in the outcome of said hearing, such as witnesses and major representatives of each party.

#### **SECTION 5.**

The cost for the service of the arbitrator shall be borne equally between the Employer and the Police. Any other expenses incurred, including, but not limited to, the presentation of witnesses, shall be paid by the party incurring the same.

ARTICLE XIV

POLICEMEN'S BILL OF RIGHTS

SECTION 1.

Members of the Police Department hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police powers of the Borough.

The wide-ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the Police Department. These questions may require investigations by Superior Officers. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

A. The interrogation of a member of the Police Department shall be at a reasonable hour, within the light of all circumstances involved, preferably when the member of the Police Department is on duty.

B. The member of the Police Department shall be informed of the nature of the investigation before any interrogation commences. If the informant or complainant is anonymous, then the officer shall be so advised. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the Police Department is being interrogated as a witness only, he should be so informed at initial contact.

C. The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are necessary.

D. The interrogation of the member shall be recorded.

E. The member of the Police Department shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise or reward shall be made as an inducement to answering questions. Nothing herein contained shall be construed to prevent the investigating officer from informing the member of the possible consequences of his acts.

F. If a member of the Police Department is under arrest or likely to be; that is, if he is suspect or the target

of a criminal investigation, he shall be given his rights pursuant to the decisions of the United States Supreme Court.

G. If a member, as a result of an investigation, is being charged with a minor violation of the rules and regulations, or is about to be so charged, the Chief or supervising officer will be able to interrogate the member. When a major violation of rules and regulations is being charged, or is about to be charged, the Police member will be afforded an opportunity to consult with counsel and/or his P.B.A. representative before any interrogation.

1. A "minor" violation of rules and regulations is one which shall not result in loss of pay, suspension, or termination of employment.

2. A "major" violation of rules and regulations is one which may result in loss of pay, suspension, or termination of employment.

## SECTION 2.

An employee may see his personnel file upon reasonable notice and at reasonable times upon request. The employee shall receive written notification of any positive or negative comments added to his personnel file. If an employee wishes to answer or supplement any material found in his personnel file, he may do so within ten (10) days from the date the employee is notified and the material is placed in his personnel file, and his written statement shall become part of the personnel file.

## SECTION 3.

An employee's home telephone number and address shall not be disclosed to any person who is not a member of the West Long Branch Police Department, Mayor and Council, and the Borough Clerk.

## ARTICLE XV

### MANAGEMENT'S 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. To executive management and administrative control of the municipal government and its properties and facilities and the activities of its employees;

2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment, and to promote and transfer employees;

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

B. In the exercise of the foregoing powers, rights, authority, duties or responsibilities of the borough, the adoption of policies, rules, regulations and practices, and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement, and then only to the extent such specific and express terms hereof are in conformance with the constitution and laws of the State of New Jersey and the United States.

#### ARTICLE XVI

##### MODIFIED DUTY ASSIGNMENT

A. Modified duty may be assigned to any full-time Police Officer suffering from a medically certified illness, injury or disability requiring treatment by a physician and who, because of such illness, injury or disability is temporarily unable to perform the essential functions of Police Officer but is capable of performing alternate assignments.

B. The Borough and/or the Officer may request a modified duty assignment after the following requirements have been met.

1. The Officer has been on sick leave for five (5) consecutive work days as a result of illness, injury or disability requiring treatment by a physician.

2. A physician has certified that the Officer is able to perform in a modified duty capacity, and the modified duty assignment will not exacerbate or prolong his/her disability, illness, injury or physical restriction.

3. The Borough and/or the Officer submit a request for modified duty assignment to the Chief of Police.

- C. If the Borough initiates the request for an Officer to be placed on modified duty, then the Borough will be responsible for the cost of the physician's certification.

If the Officer initiates the request for a modified duty assignment, then the Officer will be responsible for the cost of the physician's certification.

In the event of a conflict between the determination of the Police Officer's physician and the Borough's physician relative to the Officer's ability to perform modified duties, an independent third physician will be used to render a binding determination. The independent third physician will be selected as follows:

1. The Borough and PBA will each provide a list of up to three (3) physicians, other than the two already used.
  2. Any physicians' names which appear on both lists will be placed in a hat, and a blind draw will select the physician.
  3. If there is no physician's name which appears on both lists submitted, a blind impartial selection will be made from a combination of the two lists. The selected physician will be granted access to medical records and information pertaining to the Officer maintained by the Borough physician and the Officer's physician.
- D. Modified duty assignment shall consist of the following types of duties: answering phones, filing, typing, computer entry, assisting with police records, radio communications and similar clerical duties.
- E. Depending on the nature of the injury or illness, the Officer may temporarily have his/her ability to carry a firearm suspended. The Chief of Police and/or his designee will make this decision. The Officer will be prohibited from operating Police Department vehicles. Based on the nature of the injury or illness, the Chief of Police and/or his designee may make reasonable accommodations for appropriate work attire.
- F. The Chief of Police and/or his designee maintains the authority to assign an Officer to modified duty status.
- G. Modified duty assignment will not affect an Officer's pay classification, seniority, pay increases, promotions, retirement benefits or any other employee benefit.
- H. No specific position within the Department shall be established for use as a modified duty assignment, nor

shall any existing position be designated or utilized exclusively for Officers on modified duty.

- I. The Chief of Police and/or his designee will review a modified duty assignment each month after the first two (2) months, with a maximum of six (6) months for off-duty injury/illness and a maximum of one (1) year for on-duty injury/illness, in order to determine whether any changes should be made.
- J. An Officer on modified duty assignment shall obtain permission from the West Long Branch Council Police Committee through the Chief of Police and/or his designee prior to engaging in any outside employment.
- K. Modified duty assignments shall not be assigned for disciplinary purposes.

## ARTICLE XVII

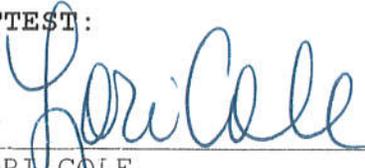
### CONSTRUCTION

This agreement shall be effective as of January 1, 2016, and expire December 31, 2019.

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 16th day of March, 2016.

ATTEST:

  
\_\_\_\_\_  
LORI COLE,  
Borough Clerk

BOROUGH OF WEST LONG BRANCH

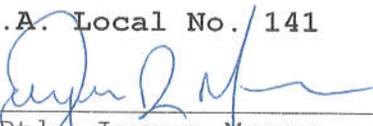
by:   
\_\_\_\_\_  
JANET TUCCI, Mayor

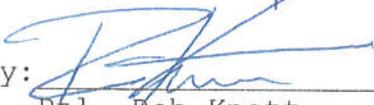
ATTEST:

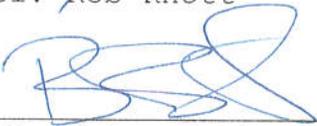
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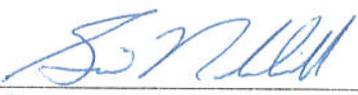
WEST LONG BRANCH POLICE  
DEPARTMENT

P.B.A. Local No. 141

by:   
\_\_\_\_\_  
Ptl. Jayson Moore

by:   
\_\_\_\_\_  
Ptl. Rob Knott

by:   
\_\_\_\_\_  
Ptl. Brian Burton

by:   
\_\_\_\_\_  
Ptl. Scott Rockhill

AMENDMENT TO  
AGREEMENT

BETWEEN

BOROUGH OF WEST LONG BRANCH  
NEW JERSEY

AND

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

-----  
JANUARY 1, 2016 through DECEMBER 31, 2019  
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This Agreement is hereby made by and between the BOROUGH OF WEST LONG BRANCH ("Borough") and WEST LONG BRANCH PBA LOCAL 141 ("PBA"). The parties hereby agree to the following amendment to the collective bargaining agreement approved on March 16, 2016, by the West Long Branch governing body and running from January 1, 2016, through December 31, 2019.

1. Article XIV, Section 3, is hereby amended to read:

An employee's home telephone number and address shall not be disclosed to any person who is not a member of the West Long Branch Police Department, Mayor and Council, and the Borough Clerk, the Monmouth County Sheriff's Dispatcher Services and its Public Safety Communications Center.

2. All other provisions of the January 1, 2016, through December 31, 2019, collective bargaining agreement shall remain in full force and effect.

3. This agreement shall become effective as of the date Monmouth County takes over the dispatch services for West Long Branch.

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 6<sup>th</sup> day of April, 2016.

ATTEST:

  
\_\_\_\_\_  
LORI COLE,  
Borough Clerk

BOROUGH OF WEST LONG BRANCH

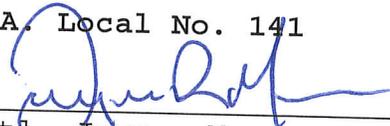
By:   
\_\_\_\_\_  
JANET TUCCI, Mayor

ATTEST:

\_\_\_\_\_

WEST LONG BRANCH POLICE  
DEPARTMENT

P.B.A. Local No. 141

By:   
Ptl. Jayson Moore

By:   
Ptl. Rob Knott

By:   
Ptl. Brian Burton

By:   
Ptl. Scott Rockhill