

RESOLUTION 10-0305.07(b)

RESOLUTION AUTHORIZING EXECUTION OF A ONE (1) YEAR EXTENSION TO  
THE AFSCME AFL-CIO COUNCIL 71 LOCAL 3304-I: POLICE  
DISPATCHERS AND CLERICAL WORKERS CONTRACT

WHEREAS, as a result of negotiations between AFSCME District Council 71, Local 3304-1 on behalf of Police Dispatchers and Clerical Workers and the Township of Long Beach, a one (1) year contract extension was agreed upon between the said parties; and

WHEREAS, a one (1) year Contract Agreement has been prepared which accurately reflects the agreement between the parties and has been reviewed and approved by the appropriate representatives of both parties; and

WHEREAS, the Commissioner of Public Affairs and Public Safety and the entire Board of Commissioners deem it to be in the best interest of the Township of Long Beach to approve said one (1) year extension to the Contract Agreement between the Township and AFSCME AFL-CIO Council 71, Local 3304-I.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Long Beach at a regular meeting held March 5, 2010 that the Mayor and Municipal Clerk shall and are hereby authorized to execute the appropriate documents as described above and enter a one (1) year contract extension with AFSCME Council 71, Local 3304-I covering the period January 1, 2010 through December 31, 2010.

PASSED ON: March 5, 2010

CERTIFICATION

I, Teresa S. Sgro, Assistant Municipal Clerk for the Township of Long Beach do hereby certify that the foregoing Resolution 10-0305.07(b) was duly adopted by the Board of Commissioners at their meeting held on Friday, March 5, 2010.

Teresa S. Sgro, RMC  
Assistant Municipal Clerk



CONTRACT AGREEMENT

BETWEEN

TOWNSHIP OF LONG BEACH

AND AMERICAN FEDERATION OF STATE, COUNTY AND

MUNICIPAL EMPLOYEES, AFL-CIO

COUNCIL 71, LOCAL 3304-I

Effective January 1, 2010 - December 31, 2010

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ARTICLE I- RECOGNITION

The employer hereby recognizes AFSCME Council 71 as the exclusive representative for all Police Clerical Workers and Police Dispatchers in its Police Department in Long Beach Township, New Jersey.

## ARTICLE 11- GRIEVANCE PROCEDURE

Section 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: } \zucobcr with a grievance shall first discuss it with his immediate supervisor, either directly or through AFSCME'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 (5) working days after presentation of this grievance at Step 1, he may file awzittmz grievance with the Chief of Police or, in his absence, urepresentative designated by him. A meeting on the written grievance shall be held within five (5) working days of the filing of the written grievance, between the Chief o f Police or his designated representative and the aggrieved party. A decision thereon shall be rendered in writing by the Chief of Police 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 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 AFSCME, by its designated representative, to the Board of Commissioners. A meeting on the grievance shall be held within a reasonable time between AFSCME 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) 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? In the event that the aggrieved person is not satisfied with the decision of the Board of Commissioners the aggrieved person nrAFSCME,ifAF8[ME on his half deter-mines 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 Public Employment Relations Commission (P.E.R.C.)
- B. The Arbitrator's decision shall be in writing and shall be issued no later than forty-five (45) 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, or as required by law.
- 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 same.
- 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 union on behalf of said names group at Step 3 of the grievance procedure.

Section 2: The time limits specified in the grievance procedure shall be construed as maximum. However, these may be extended upon mutual written agreement between the parties.

Section 3: 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 AFSCME.

Section 4: Any employee may be represented at all stages of the grievance procedure by himself or, at his option by a representative selected or approved by the Union. When an employee is not represented by the Union, the Union shall have the right to be present and state its view at all states of the grievance procedure.

Section 5: 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

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

Section 2:

- A. Collective Rights- The Township hereby agrees that every employee of the Township shall have the right freely to organize, join and support AFSCME.
- B. 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 professional service without just cause.
- C. 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 office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of AFSCME present to advise him and represent him during such meeting or interview should he so desire.
- D. Criticism of Employees- Any questions or criticism prior to filing written charges, by a Supervisor, Administrator, Township Commissioner, or any person, of an employee or his/her methodology shall be made in confidence and not in the presence of other Township employees, or public gatherings of the town. All complaints shall be brought promptly to the attention of the employee as so as to allow the employee the opportunity to respond to the complaint.

E. Record of Accumulated Leave: The Township shall maintain a monthly record of all leave time accumulated by each employee represented by AFSCME. This record shall be made available to the employee at his/her request and shall include a record of accumulated sick time, vacation time and any other leave time accumulated by the employee.



#### ARTICLE IV - SHIFT DIFFERENTIAL

The Township recognizes the fact that shift work may create a hardship for an employee and that the employee should be compensated. Effective July 1, 1991, the Dispatchers were assigned to steady shift duties and Dispatchers working on the 11:00 PM to 7:00 AM shift shall be entitled to a four (4%) percent shift differential.

Dispatchers assigned to the steady 3:00 PM to 11:00 PM shift shall be entitled to a three (3%) percent shift differential and Dispatchers assigned to the 11:00 PM to 7:00 AM shift shall be entitled to a five (5%) percent shift differential. Dispatcher assigned to 12:00 PM to 8:00 PM will receive (2%) shift differential, shift differential from 8:00 PM to 4:00 AM shall be (4%).

Rotating shift differential shall be (2%). Dispatcher working 4 AM to 12:00 PM will receive (2%). This shift differential shall be paid in the form of a lump sum check to be issued no later than December 15th for the calendar year 2000. Beginning 2001, shift differential will be added to the employees base rate of pay. The shift differential record shall be validated by the Chief of Police.

ARTICLE V - LONGEVITY

Each employee represented by this contract shall be paid in addition to and together with his annual salary as listed in Schedule A hereof, additional compensation based upon the length of his or her services as fixed and determined according to the following schedule:

YEARS OF SERVICE	PAYMENT OF ANNUAL BASE
Upon completion of 3 years	2.0%
Each year thereafter an additional	1.0%
Until completion of 8 years	8.0%
At the commencement of the 15 <sup>th</sup> year of service	9.0%
At the commencement of the 20 <sup>th</sup> year of service	10.0%

20<sup>th</sup>

The longevity increases to the 15<sup>th</sup> and 20<sup>th</sup> year employee shall take effect on January 1, 1995.

Longevity pay shall be applied on the basis of the employee's anniversary employment and shall commence at the adjusted rate the pay period following said date of anniversary date. Longevity shall be paid together with and in addition to the employee's salary.

ARTICLE VI DUES CHECK OFF AND AGENCY SHOP

The Township will deduct the monthly AFSCME dues from each employee who furnishes the Township a written authorization for such deduction in a form acceptable to the Township. Funds so deducted shall be paid over to AFSCME 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

An Agency shop provision, pursuant to the New Jersey Statutes, requiring the eightyfive (85%) percent dues assessment, shall be made part of this Agreement. The union shall hold harmless the Municipality from any and all claims arising out of this Article. The monies deducted shall be sent to AFSCME in the same manner as union dues.

ARTICLEEVIIT - COLLEGE INCENTIVE PROGRAM

The Township agrees that the amount and quality of any employee's education often determines the value of his/her contribution to the community and the degree of proficiency with which he/she performs his/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 receive academic credits for study in any institution of collegiate level which offers ucollege curriculum leading to or accreditable toward an undergraduate baccalaureate, associate or (graduate) degree in law enforcement or other related curriculum shall be paid in a college incentive program compensation at the rate of \$1100 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 employee's annual salary, commencing the pat period next following production of evidence of proof of completion of said credits or degree.

college o\*duty \*d will fund both

The Township shall allow the employees to attend tuition and book fees, keeping a running account of these expenses. There will be no limit to the number of employees 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 employee, any monies which would have otherwise been paid to the employee 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.

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 employee's education. This procedure shall only apply to those officers pursuing a degree in law enforcement and other related curriculum.

## ARTICLE V111 - HOURS OF WORK TIME AND OVERTIME & CALL IN TIME

The guidelines for the work schedule as presently constituted shall be maintained for the life of this Agreement and overtime shall be paid in accordance with the law in such case made and provided. The employees shall be paid time and one-half of hourly wage when required to perform duties which take time in excess of 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 classes and meetings but shall not be paid when the employee is in regularly scheduled training programs outside the limits of Long Beach Township. Such overtime shall be paid to each employee by separate check on the payday next following the pay period on which the overtime pay was accrued. At the option of the employee, compensatory time 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 the FSLA Act.

Overtime work, when necessary, shall first be offered to regular members on an equitable and rotating basis, commencing with senior employee.

Where the work schedule is required to be changed or amended. as the need may arise, the work schedule, that is to say the work schedule for the entire department, shall not be changed nor modified without 45 days advance notice in writing to the members of the department. The guidelines for the work schedule may be changed immediately in cases of emergency in accordance with the New Jersey Statutes and the New Jersey Administrative Code.

## ARTICLE IX - VACATIONS

The Township's vacation plan shall be set forth below:

- A. During the first year of service, one day for each month of complete services.
- B. After one year, fifteen days
- C. After three years, sixteen days
- D. After six years, seventeen days
- E. After nine years, eighteen days
- F. After twelve years, nineteen days
- G. After fifteen years, twenty days
- H. After eighteen years, twenty-two days

After twenty years, twenty-four days

The annual vacation allowance for all employees shall be determined as of January 1" of any year. Permanent part-time employees shall receive vacation credit allowance on a proportionate basis.

- K. Employees who wish may carry their earned vacation from the year before into the following year. Such earned vacation may not be carried more than one year.
- L. Peak Time Scheduling: It is recognized that the summer months of employment are the peak work time of the Township. During this period of time, vacations shall be scheduled with the approval of the Chief and employee's immediate supervisor in such a fashion so that the Department shall have sufficient employees available to perform its functions.

M. Employees shall be entitled to take a total of three (3) vacation days during the months of July and August. Vacation time approval is subject to authorization of the Chief of Police pursuant to subsections K through M hereof.



## ARTICLE X - PERSONAL LEAVE

Each employee shall be eligible for four (4) days personal leave, which may be used for personal business, with the permission of their immediate supervisor. Personal leave time shall not be accumulated. An employee shall notify his supervisor not less than four (4) hours before his scheduled shift. If the shift is not short any member, the leave shall be granted. If an employee requests personal time with less than four (4) hours advance notice, it may be granted by the Chief Captain, Lieutenant, or Sergeant if the shift is not short any member. The grant or denial of such short requested leave time shall be in the sole discretion of the Chief, Captain or Lieutenant to whom the request may be made, however, all best efforts shall be made by the Chief Captain and Lieutenant to accommodate such late request. 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 shall make the determination of what constitutes an "emergency situation". No more than one personal day per shift on a first come first served basis shall be permitted.

## ARTICLE X1 - SICK LEAVE

- A. Sick leave shall accumulate at the rate of one and one-quarter (1%) 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, 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 days shall be deducted from the final pay. Sick leave shall accumulate from year to year with an additional fifteen (15) days credited to the employee at the beginning of each successive calendar year. Days lost due to injury or illness arising out of or caused by the Township employment for which the employee has a claim for workmen's compensation shall not be charged to sick leave.
- B. Upon retirement, employees shall be paid for sixty percent (60%) of all unused sick leave which they have accumulated. The maximum amount paid for unused sick leave shall be paid within sixty (60) days of retirement. The maximum amount paid for unused sick leave shall be Fifteen Thousand Dollars (\$15,000.00).
- C. Alternatively, retiree may opt to take terminal leave in lieu of the payment in Section B. If so, he/she may take time equal to sixty percent (60%) of unused sick days, but in no event shall exceed five (5) calendar months. Upon retirement, Dispatchers and Secretaries shall be paid for sixty percent (60%) of all unused sick leave which they may have accumulated. Upon retirement, Dispatchers and Secretaries shall be paid equivalent of five (5) months' pay, if sufficient unused sick leave shall have been accumulated, at the time of retirement, rounded up to the next \$100.00. Unused sick leave pay as herein provided shall be paid within sixty (60) days of retirement. Compensation during this time shall be a regular base pay, including any holiday pay and longevity.
- D. Any employee eligible to retire in a calendar year shall notify the Township in writing through the Chief of Police 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 time 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.

- 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 his duty, he shall receive full pay until he returns to duty or until he is retired or placed on a permanent disability status.
- G. Maternity Leave: Female employees shall be entitled to utilize sick leave and/or disability leave provided by this Agreement or law in connection with any illness, injury or disability arising from pregnancy, including the period of disability following the birth of a child. At aVoioizuozn- the employee shall be entitled to utilize disability leave for the period often (10) weeks prior to the due date of the birth of a child, and for six (6) weeks following the birth of the child. Such disability leave shall not be available to an employee for the normal care of an infant; though sick leave as provided in Paragraph A will be available for illness of the infant. Sick leave shall also be available to male or female employees 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 any other family member. A female employee shall notify the Chief of Police in writing as soon as she receives uoofizzuutiooof her pregnancy frnlnadoctor. The employee shall be permitted to work, so long as such work is permitted by her doctor. The Department shall have the right to request a note confirming the doctor's opinion that the employee is able to continue to perform her duties. The notes from a doctor shall be a physician of the employee's own choosing. However, the Township reserves the right to have the Township physician consult with the employee's physician for the purpose of determining whether the employee shall be approved for duty. The information obtained from such a consultation shall be shared with the Chief of Police and the Township in a manner limited to providing only that information necessary to advise the Township of the employee's availability for duty and the nature of that duty.

H. All discretionary or permissive language contained within the Family Medical Leave Act ("FMLA") the New Jersey Family Leave Act ("NJFLA") and regulations promulgated pursuant to either statute shall be a management prerogative provided, however, that if the PBA negotiates a more favorable FMLA/NJFLA provision AFSCME members shall receive same treatment going forward.

## ARTICLE XII - HOLIDAYS

The following list of days shall constitute the paid holiday schedule for the turn of this Agreement:

- |                           |                      |
|---------------------------|----------------------|
| 1. New Years Day          | 8. Independence Day  |
| 2. Martin Luther King Day | 9. Labor Day         |
| 3. Lincoln's Birthday     | 10. Columbus Day     |
| 4. Washington's Birthday  | 11. Veteran's Day    |
| 5. Good Friday            | 12. Election Day     |
| 6. Easter Sunday          | 13. Thanksgiving Day |
| 7. Memorial Day           | 14. Christmas Day    |

Holiday pay shall be at time and one half rate.

The Township and the Union agree to recognize as holidays such additional days as shall be designated for all employees of the Township of Long Beach as set forth in the appropriate Ordinance or Resolution adopted by the Township for such purpose.

Employees of the Police Department shall receive time off (compensatory time) in a manner commensurate with other Township employees for regular working days wherein the Township offices closed for other Township employees.

Holiday pay will be included in the employee's base rate of pay beginning the year 2001.

Any member who works the Friday following Thanksgiving, shall receive four hours compensatory time. Said compensatory time must be utilized between the Saturday following the Friday after the Thanksgiving in which it was earned, and the Wednesday prior to the next calendar Thanksgiving. (EXAMPLE) an employee who works on the Friday after Thanksgiving 2007, shall receive four hours compensatory time, which must be used between

that Saturday after Thanksgiving 2007 and the Wednesday immediately prior to Thanksgiving 2008.

ARTICLE X111 - BEREAVEMENT LEAVE

Section I: 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, grandfather.

Bereavement leave of two (2) days per death of a relative of employees shall be granted for an aunt, uncle, great-grandmother, brother-in-law, sister-in-law; spouse's aunt, uncle, great-grandmother, great-grandfather, brother-in-law, son-in-law, daughter-in-law.

Bereavement leave of one (1) day per death of a niece or nephew of the employee or spouse.

Such bereavement leave is with pay and is not chargeable against vacation, personal or sick leave time. Where a common disaster results in the death of more than one such relative within forty-eight (48) hours, no more than ten (10) days bereavement leave shall be granted.

Section 2:

- A. An Employee whose spouse or child dies is to be given an additional fifteen (15) days bereavement leave before he must report back to duty, which time shall not be deducted from his vacation, sick or personal days.
- B. 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 reduce an employee's/a vacation rights granted by this Agreement. The employee in

mutual agreement with the Chief of Police in such cases shall be required to reschedule his unused vacation time in the same calendar year.

C. Exceptions to these time limitation may be made by the Chief of Police upon timely notification by the employee, when the deceased is buried in another state and employee will be unable to return for duty and adhere to the time limitations stated in A and Babmvc.

ARTICLE XIV -- ESTATE BENEFIT

A. In the event of the death of an employee, whether on or off duty, his survivors will be paid for the employee's vacation days, holidays, personal days, compensatory time, salary and severance pay, etc. There will be no pro-rating. All the above should 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 death of said employee.

B. The Township agrees to be responsible for the cost of all burial expenses for an employee who is killed while on duty to a maximum of \$10,000.00.



## ARTICLE XV - UNIFORMS

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

4. Uniformed employees shall be provided their uniforms and equipment required, which uniform and equipment shall be replaced as required and as approved by the Chief

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

C. Each secretary and dispatcher upon date of hire shall receive the following uniform allotment:

Three (3) Class I long sleeve shirts, Three (3) Class I short sleeve shirts, Three (3) pants, One (1) long sleeve sweater, Two (2) long sleeve turtle neck shirts, One (1) belt, One (1) pair of shoes, One(1) on-duty badge, Two (2) name tags, Three (3) ties.

ARTICLE XVI - MEDICAL EXAMINATION AND BENEFITS

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. A copy of the medical report from the physician shall be delivered to each member.

The Township recognizes that police employees, 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 worker's compensation claims and other medical benefits.

The following prescription co-pays shall apply for employees: \$5.00 for generic prescriptions, \$10.00 for brand prescriptions and \$15.00 for mail-in prescriptions. Effective January 1, 2010, employees shall contribute .5% their salary to the costs of premiums for medical insurance and benefits which shall be made through bi-weekly payroll deductions. Any employee covered by the bargaining agreement shall receive medical insurance and benefits upon retirement after twenty five years of service with Long Beach Township.

All increases in co pays or contributions required by the New Jersey State Health Benefits Plan, of which the Township of Long Beach is a member and the AFSOME has agreed to said membership, shall become effective and incorporated into this agreement upon the effective date of the enabling regulation, statute or other rule of the State Health Benefits Plan or the State of New Jersey.

#### ARTICLE WIT - LEGAL AID

The employer will provide legal aid to all personnel covered by this Agreement, pursuant to the provisions of existing statutes, while acting in his capacity as a member of the 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.

The Township shall not allow anyone, with the exception of the Governing Body members, Township Attorney (while on official business), Chief of Police, or his designee, or Personnel Officer to read, review, have a copy of or in any way peruse any employee's personnel file, which is kept by Division of Police of the Township.

Unsubstantiated or unfounded complaints or any information in regard thereto, shall not become a permanent part of any Officer's official personnel file.

## ARTICLE XVIII - MANAGEMENT RIGHTS

The Union 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 ~~Union~~ ~~Employer~~ to the signing of this Agreement are retained exclusively by the Employer subject to such limitations as are specifically provided in this Agreement only. The use of the work schedule shall not be construed as a waiver of the Employer to decide on the "shift" of all employees. It is agreed that decisions on shifts are solely reserved to the Employer. This Agreement is subject to existing rules and regulations. The Chief may not, under power granted to him by virtue of his office, modify the terms of this Agreement. 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.

ARTICLE XIX - SALARIES

Section 1: Except as otherwise provided herein:

Section 1: Except as otherwise provided herein:

- a) Effective January 1, 2010 the starting rate of pay for a Public Safety  
TelocozuozuniontnzTraiotc shall be \$24,30100, and said amount shall  
remain constant throughout the term of this contract.
- b) Salary increases- All members covered by this Collective Bargaining  
Agreement who are employed by the Township at the time listed below shall  
ruoeivoa salary increase as follows: 2010=3 % increase

Matron Duties- It is agreed by and between the parties that any member of the  
Bargaining Unit who agrees to take on and perform the duties associated with  
the "Matron" position shall receive an adjustment in the year 2010 of \$.25 per  
hour in addition to the 3% salary increase set forth above. It is expressly agreed  
and understood that once an employee agrees to take on the matron  
duties/responsibilities and receives the said additional compensation per hour in  
the year 2010, said employee must continue to perform the matron duties, and  
at any time said employee refuses to perform matron duties/responsibilities,  
his/her salary during the time at which he/she refuses to perform said duties  
will be recalculated based solely upon having received a 3 % increase in the  
year 2010. BY WAY OF EXAMPLE, based on their 2009 salary the method  
n[a 3% increase will be used for 2010 as though they had never agreed to  
perform matron duties/responsibilities. Further, it is expressly understood and  
agreed between the parties that any such member of AFSCME who wishes to  
take on the matron duties/responsibilities and receive the \$.25 per hour  
adjustment in the 2010 salary must notify the Chief of Police and/or his  
designee within ten days from the execution of this

Agreement. It is further agreed between the parties that the Township will provide the appropriate and necessary training and qualification requirements in order for any person governed by the Collective Bargaining Agreement who wishes to receive the \$.25 per hour adjustment and perform the duties/responsibilities of a matron. Moreover, any employee who takes on the matron duties/responsibilities as set forth herein, shall be required and responsible to perform those duties at all times in accordance with all applicable rules, regulations and orders of the department and any other applicable state agency, and shall be responsible to perform in accordance therewith.

**Promotions:** Any employee who is promoted during the term of this contract to a title which is higher or considered a promotion under the Department of Personnel Rules and Regulations, shall receive a salary adjustment equal to 5% above his/her then existing salary in the lower title

ARTICLE XX - SAVINGS CLAUSE

In the event that any federal or state legislation or government regulation, including Internal Revenue Service, or Court decision, causes invalidation of any Article or Section of this Agreement, all other Articles and Sections not so validated shall remain in full force and effect, and the parties shall comply and renegotiate concerning any such invalidated provisions.

ARTICLE XXI - FULLY BARGAINED AGREEMENT

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been subject to negotiations.
- B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- C. The Township and the Union, for the life of this Agreements, each voluntarily and unqualifiedly waive all bargaining rights, and each agrees that the other shall not be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any matter or subject not specifically referred or covered in this Agreement, even though each subject or matter may not have been within knowledge or contemplation of wither or both parties at the time they negotiated or signed this Agreement.
- D. This Agreement maybe modified in whole or in part by the parties by an instrument, in writing only, executed by both parties.
- E. It is the intent of the parties that the provisions of this Agreement will supersede all prior agreements and understandings, oral and written, expressed or implied, between the parties and shall govern their entire relationship and shall be the sole source of any



and all rights or claims which may be asserted in arbitration hereunder or otherwise.

The Union, for the life of this Agreement, hereby waives any rights to request or negotiate or bargain with respect to any matters contained in this Agreement. It is mutually understood that this clause is a clear waiver as to any right or claim not expressed in this Agreement.

ARTICLE XXII - TERMINATION AND EXTENSION

- A. This Agreement shall be effective January 1, 2010 through December 31, 2010.
- B. Negotiations for usuccessor Agreement shall commence in accordance with N.J.A.C. 19:12-2.1. This Agreement will remain in fall force and effect during the period of such

negotiations.

ARTICLE XXIII - UNION BUSINESS/LEAVE

AFSCME will be entitled to a total of five (5) days per calendar year, which may utilized by the President, Shop Steward or other person who if officially recognized \* \* \* C M E f o r the sole purpose of conducting of official union business and activities, including attendance at any AFSCME state, county or local meetings. Said leave will be approved on the condition that the leave be needed for official union business and the request be made by the Council 71 business administrator or other appropriate state officer. Further, the five days granted per year for union leave shall be the total amount of leave given to AFSCME members, and shall not accumulate from year

*(EXAMPLE) one member may use all five days during the calendar year, or three members may use one day with afiburth member using the two days.*

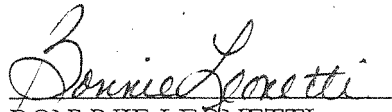
This Agreement shall be effective retroactive to January 1, 2010 and shall continue in full force and effective until December 31, 2010.

IN WITNESS WHEREOF, the parties have hereunto affixed their hand and seals.

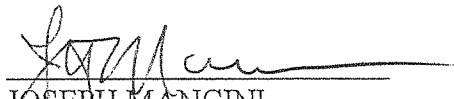
ATTEST:


FOR THE TOWNSHIP OF  
LONG BEACH:

FOR AFSCME, AFL-CIO COUNCIL 71  
LOCAL NO. 3304-1

  
BONNIE LEONETTI  
Municipal Clerk

Marge howardell  
AFSCME *Representative, Local 33041*

  
JOSEPH MANCINI  
Mayor

  
Deborah Bonicky  
AFSCME Chapter Chairperson, Local 3304I