

Contract # 1922

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AND LABOR RELATIONS

MAR 26 1994

RUTGERS UNIVERSITY

AGREEMENT

BETWEEN

BOROUGH OF WEST LONG BRANCH
NEW JERSEY

AND

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

JANUARY 1, 1994 through DECEMBER 31, 1996

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PREAMBLE

This Agreement, made this 16th day of March, 1994, 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 1994-1996 base salaries of all members covered by this agreement will be as set forth below:

	<u>Base Salary</u> <u>Effective</u> <u>01/01/94</u>	<u>Base Salary</u> <u>Effective</u> <u>01/01/95</u>	<u>Base Salary</u> <u>Effective</u> <u>01/01/96</u>
Captain	\$55,173.00	\$58,483.00	\$61,992.00
Lieutenant	\$52,215.00	\$55,348.00	\$58,669.00
Sergeant	\$49,253.00	\$52,208.00	\$55,340.00
Patrolman 4	\$46,290.00	\$49,067.00	\$52,011.00
Patrolman 3	\$42,107.00	\$44,633.00	\$47,311.00
Patrolman 2	\$37,925.00	\$40,201.00	\$42,613.00
Patrolman 1	\$33,740.00	\$35,764.00	\$37,910.00
Probationary	\$29,062.00	\$30,806.00	\$32,654.00

SECTION 2.

The level of Patrolman 3 above shall only apply to police officers hired after January 1, 1994.

ARTICLE II

HOLIDAYS

SECTION 1.

Members of the West Long Branch Police Department shall receive thirteen and one half (13 1/2) paid holidays.

Payment shall be made in a lump sum on the 15th of November. The following days are said holidays (@ denotes 1/2 day):

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

ARTICLE III

VACATIONS

SECTION 1.

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

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

SECTION 3.

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

ARTICLE IV

UNIFORM MAINTENANCE

SECTION 1.

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

SECTION 2.

Each police officer will receive a clothing allowance credit of five hundred seventy-five (\$575.00) dollars credit per year to be used for the purchase of departmental uniform items for a vendor to be chosen by the Chief of Police. The departmental uniforms shall include the authorized uniform, uniform accessories, foul weather gear, leather gear, black safety shoes/boots and such other items of equipment as are customarily utilized in law enforcement.

SECTION 3.

Detectives will receive a clothing allowance of five hundred fifty (\$550.00) dollars on the following dates: January 1, 1994; July 1, 1994; January 1, 1995; July 1, 1995; January 1, 1996; and July 1, 1996.

ARTICLE V

PERSONAL DAYS

SECTION 1.

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

SECTION 2.

Members of the West Long Branch Police Department will also be allowed three (3) bereavement days per death for the death of a Mother, Father, Spouse, Child, Brother, Sister, Aunt, Uncle, Grandmother, Grandfather, Grandchild, niece, nephew, Father-in-Law, Mother-in-Law, Brother-in-Law or Sister-in-Law. The member will be allowed five (5) days if travel involved is over seven hundred fifty (750) miles.

ARTICLE VI

OVERTIME

SECTION 1.

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

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

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

4. When a uniformed officer's work schedule is changed with less than 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.

ARTICLE VII

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 (\$200.00) dollars to be paid by the Borough. This will include the cost of the examination.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

SECTION 6.

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

SECTION 7.

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

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

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

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

ARTICLE VIII

LONGEVITY

SECTION 1.

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

- (a) After five (5) years and through to ten (10) years.....2% of base salary
- (b) After ten (10) years through to fifteen (15) years.....3% of base salary
- (c) After fifteen (15) years through to twenty (20) years.....4% of base salary
- (d) After twenty (20) years.....5% of base salary

ARTICLE IX

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

if the plan changes, the Borough shall have the right to purchase an equivalent plan on the same terms as set forth in this section.

ARTICLE X

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 and a representative of the grievant. 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 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 not answered within the time limit, the Borough shall be considered as deciding the grievance against the employee who filed the grievance.)

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 XI

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 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 XII

CONSTRUCTION

SECTION 1.

This agreement shall be effective as of January 1, 1994, and expire December 31, 1996.

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, 1994.

ATTEST:

Ann R. Clarke
Ann R. Clarke,
Borough Clerk

BOROUGH OF WEST LONG BRANCH

by: Frank Sorrentino
FRANK SORRENTINO, Mayor

ATTEST:

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

by: J. Hellmer
John C. Wallace
Paul DeLuca
David T. [unclear]
Richard [unclear]