

(10/2/08)

AGREEMENT

BETWEEN

**BOROUGH OF WEST LONG BRANCH
NEW JERSEY**

AND

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

JANUARY 1, 2008 through DECEMBER 31, 2010

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PREAMBLE

This Agreement, made this ___ day of ____, 2008, 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 2008-2010 base salaries of all members covered by this agreement will be as set forth below:

	Base Salary Effective <u>01/01/2008</u>	Base Salary Effective <u>01/01/2009</u>	Base Salary Effective <u>01/01/2010</u>
Captain	\$102,984.00	\$107,052.00	\$111,281.00
Lieutenant	97,466.00	101,316.00	105,317.00
Sergeant	91,934.00	95,566.00	99,341.00
Patrolman 5	86,405.00	89,818.00	93,366.00
Patrolman 4	77,431.00	80,490.00	83,669.00
Patrolman 3	68,459.00	71,164.00	73,975.00
Patrolman 2	59,487.00	61,837.00	64,280.00
Patrolman 1	50,517.00	52,512.00	54,586.00
Probation	38,227.00	39,737.00	41,306.00

SECTION 2.

All number suffixes to any Patrolman salary level 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.

SECTION 3.

It is understood and agreed that if any existing police officer's salary was higher at the time of signing this contract than the chart in Section 1 provides, that individual officer's salary will be adjusted to the first years level immediately higher than his former salary. It is the intention of both parties that no police officer receive less salary in 2008 than he was receiving under the previous contract.

ARTICLE II

LONGEVITY

SECTION 1.

On completion of five (5) years of service to the West Long Branch Police Department, the Borough of West Long Branch will pay longevity 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 III

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/Rosh Hashana | Veteran's Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Eve @ |
| Martin Luther King Day | Christmas/Yom Kippur |

ARTICLE IV

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 police officers 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.

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.

ARTICLE V

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 1st 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, 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. 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 1st of the following year.

E. If the employee should die prior to his/her retirement, the payment described in section 4 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 grandfathered 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 VI

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 twenty-five dollars (\$825) for the year 2008, eight hundred fifty dollars (\$850) for the year 2009, and eight hundred seventy-five dollars (\$875) for the year 2010 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 dollars (\$1,400) in 2008, one thousand four hundred twenty-five dollars (\$1,425) in 2009, and one thousand four hundred fifty dollars (\$1,450) in 2010 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 VII

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.

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 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.

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 2008, 2009 and 2010 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 Borough shall be responsible for a maximum of one hundred twenty dollars (\$120.00) 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. All such courses must be toward a criminal justice degree.

SECTION 5.

Each officer who supplies proof of certification in the following emergency medical services within the first three (3) calendar months of the year and maintains that certification for that calendar year shall be paid by the Borough based on the following table on first pay period in November of that year. The officer will only be paid for one of the below listed certifications which she/he had provided proof of.

CPR-----	\$50.00
CPR DEFIB-----	\$100.00
FIRST RESPONDER DEFIB----	\$150.00
EMT DEFIB-----	\$250.00

SECTION 6.

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 7.

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 8.

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 \$5.00 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 (\$5.00 per hour) shall be increased as needed if it is determined that the \$5.00 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.

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.

B. Outside work minimum pay - An employee shall be guaranteed two (2) 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 one (1) hour prior to the agreed start time. Should the contractor fail to make such notification, said contractor will be responsible to pay the officer a two (2) hour minimum, at the outside work rate.

C. 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 X, Section 8, of this contract. Compensation for that particular event shall be a flat \$50.00, plus the borough's administrative fee.

SECTION 9. 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 of 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 of 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 in Horizon Blue Cross/Blue Shield of New Jersey, 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 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 their 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, 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

SECTION 1.

This agreement shall be effective as of January 1, 2008, and expire December 31, 2010.

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 ____ day of ____, 2008.

ATTEST:

BOROUGH OF WEST LONG BRANCH

LORI COLE,
Borough Clerk

by:_____
JANET TUCCI, Mayor

ATTEST:

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

by:_____
Sgt. James P. Gomez

by:_____
Cpl. Archie C. Symonds

by:_____
Ptl. Michael Paolantonio

by:_____
Ptl. Scott Rockhill