

**SUBJECT TO CHANGE**  
**BOROUGH OF WEST LONG BRANCH**

April 17, 2024

(Immediately Following Caucus Meeting Which Starts at 6:30 PM)

MAYOR JANET W. TUCCI PRESIDES

MAYOR TUCCI REPORTS SUNSHINE LAW COMPLIED WITH

PRESENT: BRAY CIOFFI, GOMEZ, NEYHART, PENTA, SNIFFEN

ABSENT:

READING AND APPROVAL OF MINUTES:

Caucus Minutes  
April 3, 2024

Executive Session Minutes  
April 3, 2024

Council Minutes  
April 3, 2024

REPORTS OF STANDING COMMITTEES:

MAYOR TUCCI:

COUNCILMAN BRAY (FINANCE & ADMINISTRATION):

COUNCILMAN CIOFFI (RECREATION, ENVIRONMENTAL, & SHADE TREE):

COUNCILMAN GOMEZ (FIRE & EMS):

COUNCILMAN NEYHART (POLICE):

COUNCILMAN PENTA (PUBLIC WORKS):

COUNCILMAN SNIFFEN (PUBLIC PROPERTY):

BOROUGH ADMINISTRATOR GONTER:

BOROUGH CLERK SANTOS:

BOROUGH ATTORNEY BAXTER:

BOROUGH ENGINEER MULLAN:

COMMUNICATIONS:

1. Tax Collector's Monthly Report – March 2024
2. EMS Membership Application – Kyree Phillips – Auxiliary Membership
3. EMS Membership Application – David Carpio – Auxiliary Membership

ORDINANCES:

1. O-24-8 Calendar Year 2024 Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish a Cap Bank (N.J.S.A. 40A: 4-45.14)  
**Second & Final Reading**
2. O-24-9 An Ordinance Creating the Position of Recreation Director in the Borough of West Long Branch  
**Introduction**
3. O-24-10 An Ordinance Amending Ordinance No. O-24-1 Regarding Salaries of Various Municipal Employees and Setting the 2024 Salaries of Various Municipal Officers, Employees and Appointees  
**Introduction**
4. O-24-11 An Ordinance Amending Ordinance No. O-24-2 2024 Salary Ordinance of Various Municipal Employees  
**Introduction**

RESOLUTIONS:

1. R-24-70 Resolution Approving Amended Contract with P.B.A. Local 141 for the Years 2024-2027
2. R-24-71 Resolution Approving Service Fee Agreement between the Borough of West Long Branch and the City of Long Branch

UNFINISHED BUSINESS:

NEW BUSINESS:

BILLS AND CLAIMS:

OPPORTUNITY FOR ANY PERSON TO BE HEARD:

MOTION TO CLOSE THE PUBLIC PORTION AND ADJOURN:

**ORDINANCE NO. O-24-8**

**CALENDAR YEAR 2024  
ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND  
TO ESTABLISH A CAP BANK  
(N.J.S.A. 40A: 4-45.14)**

WHEREAS, the Local Government Cap Law, N.J.S. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget up to 2.5% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and,

WHEREAS, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

WHEREAS, the Council of the Borough West Long Branch in the County of Monmouth finds it advisable and necessary to increase its CY 2024 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

WHEREAS, the Council of the Borough of West Long Branch hereby determines that a 3.5 % increase in the budget for said year, amounting to \$360,379.01 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

WHEREAS the Council of the Borough of West Long Branch hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW THEREFORE BE IT ORDAINED, by the Council of the Borough of West Long Branch, in the County of Monmouth, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2024 budget year, the final appropriations of the Borough of West Long Branch shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5 %, amounting to \$ 360,379.01, and that the CY 2024 municipal budget for the Borough of West Long Branch be approved and adopted in accordance with this ordinance; and,

BE IT FURTHER ORDAINED, that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

Introduced:

Passed:

Adopted:

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MAYOR

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BOROUGH CLERK

**ORDINANCE NO. O-24-9**

**AN ORDINANCE CREATING THE POSITION OF  
RECREATION DIRECTOR IN THE  
BOROUGH OF WEST LONG BRANCH**

WHEREAS, the Borough of West Long Branch has had a significant increase in activity in the department of Recreation; and

WHEREAS, the Borough's Recreation functions are currently being handled by a volunteer commission and Borough administrative staff; and

WHEREAS, the governing body has determined that it is in the best interests of both the borough and its residents to have a position designated specifically to manage the department of recreation, in collaboration with the volunteer commission; and

WHEREAS, the Finance and Administration Committee of the Borough Council has recommended that the Borough create the position of Recreation Director and the governing body is in agreement with that recommendation;

NOW, THEREFORE, BE IT ORDAINED by the Borough Council of the Borough of West Long Branch as follows:

SECTION 1. POSITION ESTABLISHED

There is hereby created the position of Recreation Director of the Borough of West Long Branch.

SECTION 2. DUTIES

The duties of the Recreation Director will include, but not be limited to, overseeing and coordinating Borough special events, community recreation programs, and any additional responsibilities as deemed appropriate and necessary.

SECTION 3. APPOINTMENT

The Recreation Director shall be appointed by the Mayor, with the advice and consent of the council. He/she shall serve a term not exceeding one calendar year, such appointment to terminate on December 31 of each year, and shall be further subject to the statutes prescribing the filling of vacancies.

SECTION 4. HOURS OF EMPLOYMENT

The Recreation Director can be either a part-time position or a full-time position, which will be determined by the Governing Body.

SECTION 5. COMPENSATION

The Recreation Director shall be compensated in accordance with the West Long Branch salary ordinance and any resolution of the governing body fixing the specific salary, in the event the ordinance provides for a range of salary.

SECTION 5. EFFECTIVE DATE

This ordinance shall take effect immediately upon passage and publication according to law.

Introduced:  
Passed:  
Adopted:

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MAYOR

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BOROUGH CLERK

**ORDINANCE NO. O-24-10**

**AN ORDINANCE AMENDING ORDINANCE NO. O-24-1  
REGARDING SALARIES OF VARIOUS MUNICIPAL EMPLOYEES  
AND SETTING THE 2024 SALARIES OF VARIOUS MUNICIPAL  
OFFICERS, EMPLOYEES AND APPOINTEES**

BE IT ORDAINED by the Borough Council of the Borough of West Long Branch as follows:

SECTION 1.

That Section 2 of Ordinance No. 277 entitled "AN ORDINANCE TO ESTABLISH THE SALARY RANGE OF VARIOUS MUNICIPAL OFFICERS, EMPLOYEES AND APPOINTEES", and Ordinance No. O-24-1, which is an amendment to Ordinance No. 277, be amended and supplemented to set the annual salaries for 2024, which shall be paid semi-monthly, unless otherwise stated, of the officers, employees and appointees shall be as follows:

PUBLIC WORKS MECHANIC  
\$36,370 - \$75,000

RECREATION DIRECTOR  
Compensation ranges from \$25.00 to \$30.00/hour

~~FINANCE CLERK/BOOKKEEPER~~  
~~\$50,000 - \$65,000~~

~~PUBLIC WORKS - PART TIME/TEMPORARY~~  
~~Compensation ranges from \$14.13 to \$21.00/hour~~

SECTION 2.

This ordinance shall take effect immediately upon passage and publication according to law.

[Any ~~crossed-out~~ language represents existing ordinance language being removed. Any underlined language is being added.]

Introduced:  
Passed:  
Adopted:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
BOROUGH CLERK

**ORDINANCE NO. O-24-11**

**AN ORDINANCE AMENDING ORDINANCE NO. O-24-2  
2024 SALARY ORDINANCE OF VARIOUS MUNICIPAL EMPLOYEES**

BE IT ORDAINED by the Borough Council of the Borough of West Long Branch:

SECTION 1. That Section 2 of Ordinance No. 277 entitled "AN ORDINANCE TO ESTABLISH THE SALARY RANGE OF VARIOUS MUNICIPAL OFFICERS, EMPLOYEES AND APPOINTEES", and Ordinance No. O-20-2, which is an amendment to Ordinance No. 277, be amended and supplemented as follows:

~~PUBLIC WORKS MECHANIC  
\$36,375.00 - 75,000.00~~

FINANCE CLERK/BOOKKEEPER  
\$50,000 - \$65,000

PUBLIC WORKS - PART-TIME/TEMPORARY  
Compensation ranges from \$14.13 to \$21.00/hour

SECTION 2.

This ordinance shall take effect immediately upon passage and publication according to law.

[Any ~~crossed-out~~ language represents existing ordinance language being removed. Any underlined language is being added.]

Introduced:  
Passed:  
Adopted:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
BOROUGH CLERK

Councilmember            offered the following resolution and moved its adoption:

**RESOLUTION APPROVING AMENDED CONTRACT WITH P.B.A. LOCAL 141  
FOR THE YEARS 2024-2027**

4/17/24

WHEREAS, the collective bargaining agreement between the Borough of West Long Branch and the West Long Branch Police Department, P.B.A. Local 141, was renewed for the term 2024-2027 on April 3, 2024 via Resolution No. R-24-64; and

WHEREAS, there have since been amendments to the verbiage within the contract, specifically replacing sections that state, "his" or "he" with "they" or "his/her"; and

WHEREAS, the above corrections are the only changes to the previously adopted agreement; and

WHEREAS, the only section with gender references in the contract that were not amended are those under the Maternity section where females are indicated as, "her".

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of West Long Branch that the attached form of agreement between the Borough of West Long Branch and the West Long Branch Police Department, P.B.A. Local 141, running from January 1, 2024, through December 31, 2027, inclusively, be and the same is hereby approved, and the Mayor and Borough Clerk are hereby authorized to sign the same on behalf of the borough.

Seconded by Councilmember            and carried upon the following roll call vote:

- AYES:
- NAYS:
- ABSENT:
- ABSTAIN:

I hereby certify the foregoing to be a true and exact copy of the original resolution as adopted by the West Long Branch Borough Council on April 17, 2024.

\_\_\_\_\_  
BOROUGH CLERK

AGREEMENT

BETWEEN

**BOROUGH OF WEST LONG BRANCH  
NEW JERSEY**

AND

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

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JANUARY 1, 2024 through DECEMBER 31, 2027  
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**PREAMBLE**

This Agreement, made this \_\_\_\_\_ day of **April, 2024**, 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. The parties hereby recognize PBA Local #141 as the exclusive representative for contract purposes for all sworn police officers in the Borough with the exception of the Chief of Police. Excluded from the scope of this Recognition clause are all other Borough employees.

**ARTICLE I**

**SALARIES**

**SECTION 1.**

The 2024-2027 base salaries of all members covered by this agreement will be as set forth below:

**SALARY GUIDE**

	Base Salary Effective 01/01/2024	Base Salary Effective 01/01/2025	Base Salary Effective 01/01/2026	Base Salary Effective 01/01/2027
Captain	\$157,455.00	\$162,179.00	\$167,044.00	\$172,056.00
Lieutenant	\$149,405.00	153,887.00	158,504.00	163,259.00
Sergeant	\$141,338.00	145,578.00	149,945.00	154,444.00
Patrolman10	\$133,272.00	137,270.00	141,388.00	145,630.00
Patrolman 9a	\$119,095.00	122,668.00	126,348.00	130,138.00
Patrolman 9	\$104,919.00	108,066.00	111,308.00	114,648.00
Patrolman 8	\$ 97,668.00	100,598.00	103,616.00	106,724.00
Patrolman 7	\$ 90,414.00	93,127.00	95,921.00	98,798.00
Patrolman 6	\$ 83,163.00	85,658.00	88,228.00	90,875.00
Patrolman 5	\$ 75,911.00	78,188.00	80,534.00	82,950.00
Patrolman 4	\$ 68,658.00	70,717.00	72,839.00	75,024.00
Patrolman 3	\$ 61,407.00	63,249.00	65,146.00	67,101.00
Patrolman 2	\$ 54,154.00	55,779.00	57,452.00	59,176.00
Patrolman 1	\$ 46,901.00	48,308.00	49,757.00	51,250.00
Probation	\$ 44,000.00	45,320.00	46,680.00	48,080.00

**SECTION 2.**

The number suffixes on the Salary Guide; One through Ten (1-10) listed after Patrolman salary levels shall refer to the number of years served by that officer in the West Long Branch Police Department in order to achieve that pay status.

**SECTION 3.**

Step Patrolman 9a shall only be applicable to officers hired after 1/1/2024. All officers hired prior to 1/1/2024 shall advance from Patrolman 9 directly to Patrolman 10.

**ARTICLE II**

**HOLIDAYS**

**SECTION 1.**

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

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

**SECTION 2.**

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

**ARTICLE III**

**VACATIONS**

**SECTION 1.**

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

<u>Years of Service</u>	<u># of Hours</u>
Less than one Year	-0-
After First Anniversary	80 hours
Calendar Year of Fourth Anniversary	96 hours
Calendar Year of Seventh Anniversary	136 hours
Calendar Year of Thirteenth Anniversary	176 hours
Calendar Year of Twentieth Anniversary	216 hours

**SECTION 2.**

Two officers assigned to Patrol (Excludes Detectives, Lieutenant and Captain) will be allowed to take vacation at the same time, regardless of the shift worked, provided the vacation request is placed thirty (30) days in advance.

If the same shall be placed less than thirty (30) days prior to the scheduled vacation, and said request does not bring the shift below minimum manpower/create overtime, the request will be approved. If the request does bring the shift below minimum manpower/create overtime it must be approved by the Chief of Police or his/her designee.

\*If a Lieutenant is scheduled as one of the minimum manpower patrol officers on a given day, they shall be considered part of the officers "Assigned to Patrol" for that day and shall count as any other Patrolman or Sergeant attempting to utilize a Vacation day

### **SECTION 3.**

The Borough shall permit employees to carry over to the next calendar year a maximum of eighty (80) hours of vacation time, subject, however, to the discretion of the Chief of Police. All vacation time carried over to a subsequent year must be used in that subsequent year or it will be lost at the end of that year.

### **SECTION 4.**

Officers' will be allowed to submit vacation requests for the following calendar year starting on October 31<sup>st</sup> of the current calendar year. Officers' vacation requests shall be granted on a seniority basis, provided the request is submitted prior to February 15<sup>th</sup> of the year in which the vacation is to be taken. Any requests submitted after February 15<sup>th</sup> shall be assigned on a first come first served basis.

## **ARTICLE IV**

### **SICK LEAVE**

#### **SECTION 1.**

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

**A.** All permanent full time employees covered by this agreement, hired on or after January 1, 2000 shall be granted sick leave with pay of eight (8) hours for every month of service during their first calendar year of service and one hundred twenty (120) hours credited on January 1<sup>st</sup> of each calendar year thereafter. The amount of such leave not taken shall accumulate from year to year.

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

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

**D.** Upon retirement from the police department, pursuant to any approved retirement provided by New Jersey Law, the employee shall be entitled to cash in all accumulated sick hours at a rate *\*equal to the current year State of NJ Minimum Wage* to a maximum of *\*\*\$16,000.00*. If the law changes, and mandates a lower maximum payout, then the lower maximum will apply. The Borough may choose to make this payment in one (1) installment at date of retirement or two (2) equal installments. The first payment shall be made at the retirement date, and the second payment on March 1<sup>st</sup> of the following year.

\*Note: NJ Minimum wage for 2024 set at \$15.13 per hour.

\*\*Note: In compliance with 40A:9-10.4 Statutory cap for reimbursement for accrued sick leave (for employees hired prior to 5/21/2010 is \$16,000.00, employees hired after 5/21/2010 is \$15,000.00)

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

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

## **SECTION 2.**

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

**A.** All permanent full time employees covered by this agreement hired before January 1, 2000 shall be considered 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 V

### UNIFORM ALLOWANCE & MAINTENANCE

#### SECTION 1.

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

#### SECTION 2.

Each police officer will receive a clothing allowance credit of One Thousand Two Hundred dollars (\$1,200.00) for the years 2024, 2025, 2026 and 2027 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 Six Hundred fifty dollars (\$1,650.00) in 2024, 2025, 2026 and 2027 to be paid in semi-annual installments on January 15<sup>th</sup> and July 15<sup>th</sup> 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 three thousand five hundred dollars (\$3,500.00). The new employee will not receive a clothing allowance for their first calendar year of employment.

#### SECTION 5.

Approved vendors for clothing allowance purchases chosen by the Chief of Police have been identified as: *Action Uniform Company* and *Galls*. Officers may purchase departmental uniform items from these two vendors directly by way of purchase

order. Officers who choose to purchase items outside of these two vendors shall adhere to the following procedure: Officers shall identify any items they want to purchase from an outside vendor and receive written approval from the Chief of Police's designee for the purchase. Upon attaining approval for the purchase, the officer may purchase the approved item(s) and submit a "Request for Expenditure of Funds" to be reimbursed by the Borough for the purchase.

## **ARTICLE VI**

### **PERSONAL DAYS**

#### **SECTION 1.**

Members of the West Long Branch Police Department will be each be granted Sixty (60) personal hours per year.

#### **SECTION 2.**

Prior to using authorized Personal hours, the member must attempt to give at least twenty-four (24) hours advance notice. If 24 hour notice is unable to be given, the request may be approved by the Watch Commander. Personal days will be approved in the order in which they are requested, and may be denied when there are not enough officers to fill the shift. If not taken during the year in which earned, twelve (12) unused personal hours may be carried over until the following March 31<sup>st</sup> .

## **ARTICLE VII**

### **COMPENSATORY TIME**

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

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

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

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

E. Requests for use of compensatory time off cannot be submitted greater than five (5) days in advance. Compensatory time shall be granted by the on-duty shift OIC at the time of submission unless it brings the minimum shift manpower below standards set by the Chief of Police, in which case the request shall be denied. \*This supersedes any timeframes for submission set forth by existing WLBPD SOP.

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

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

H. No compensatory time shall be permitted to be utilized on the following dates: July 4, Mischief Night, Halloween Night, West Long Branch fireworks display and during the event hours of the West Long Branch Fall Festival and Christmas Tree Lighting Ceremony.

I. In the instance that an officer has submitted a Formal application for retirement with the Police and Firemen's Pension system, all compensatory time accumulated by the officer may be utilized prior to the officer's retirement as outlined herein: The officer will be permitted to utilize the compensatory time as "terminal leave" without restriction within the final 120 days of their employment with the Borough. This particular usage of the compensatory time will be outside of any restrictions for the use of compensatory time outlined in department SOP's or elsewhere. Any remaining unused compensatory time shall be paid to the officer at the time of retirement in accordance with FLSA guidelines.

## **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.

D. Members of the West Long Branch Police Department shall start the utilization of any allowable Bereavement time within 7 calendar days of the relative's death. All Bereavement time shall be used on consecutive working days.

## **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 their 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 Police 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.**

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

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

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

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

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

## **SECTION 3.**

A. Consistent with past practice, officers whose regularly scheduled shifts fall on the beginning of Daylight Savings Time shall not be docked pay nor shall they owe time to the Borough when clocks advance ahead one hour during their shift. Similarly, officers whose regularly scheduled shifts fall on the end of Daylight Savings Time, shall not be awarded overtime or any additional compensation for the one extra hour worked due to the clocks going back one hour.

B. Officers who are not working as part of their regularly scheduled shift and are assigned to overtime shall receive compensation for the actual amount of hours worked. Example: Officers working 7PM-7AM at the beginning of Daylight Savings Time shall be entitled to 11 hours of overtime pay. Officers working 7PM-7AM at the end of Daylight Savings Time shall be entitled to 13 hours of overtime pay.

## **ARTICLE X**

### **MISCELLANEOUS PROVISIONS**

#### **SECTION 1.**

The Borough of West Long Branch will provide and pay for the purchase of prescription eyewear 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 2024, 2025, 2026 and 2027 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 their 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 their regular rate of pay, for a period not to exceed 12 months. The member shall endorse over to the Borough any disability checks they may receive for the time frame during which the Borough is paying their full salary. In the event any checks are not received, but are due, the Police Officer agrees to assign their rights for the collection of those benefits to the Borough.

#### **SECTION 3.**

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

#### **SECTION 4.**

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

#### **SECTION 5.**

An officer who has completed eighteen (18) years of service with the Borough of West Long Branch as a patrolman

shall attain the rank of corporal. This rank shall be a courtesy rank for years of service and shall have no bearing on any promotional proceedings or any salary increase.

#### **SECTION 6.**

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

#### **SECTION 7.**

A. The Borough shall charge any schools, race track, private contractor or the like, for police coverage, as in the past, at the rate of \$20.00 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 (\$20.00 per hour) shall be increased as needed if it is determined that the \$20.00 fee does not cover the administrative and insurance costs, but not prior to the P.B.A. receiving ten (10) days advance notice prior to any increase.

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

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

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

C. It understood that all "other" Off-Duty work, such as but not limited to Shore Regional High School Events, Branches Events, Monmouth Park Racetrack, Monmouth University Events and any other event that consists of "LESS THAN 4 HOURS"

shall be divided amongst all members in a "fair and equitable manner". Ie: Evenly Dispersed with an equal opportunity for all members.

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

E. Outside work minimum pay - An employee shall be guaranteed four (4) hours minimum, paid by the contractor, at the outside work rate set by resolution. If the contractor should cancel the activity, it will be the responsibility of said contractor to notify the dispatch desk of the cancellation at least two (2) hours prior to the agreed start time. Should the contractor fail to make such notification, said contractor will be responsible to pay the officer a four (4) hour minimum, at the outside work rate.

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

In conformance with past practice, the Borough will allow the duly-elected/appointed PBA delegate and alternate delegate to attend one PBA convention per year without penalty. In other words, neither the delegate nor alternate delegate will be charged sick time, vacation time, or personal time; however, the maximum time away from work to attend any such convention shall not be more than five (5) days. Neither the delegate nor the alternate delegate shall be docked any pay.

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

#### **SECTION 9. Providing Yearly Work Schedule**

Members of the Police Department shall be provided with the following year's shift assignments / schedule no later than October 31<sup>st</sup> of the current calendar year. The PBA understands there may be unforeseen circumstances (ie. Personnel Assignments/Promotions/Injuries) that may require modification of the schedule.

## ARTICLE XI

### MATERNITY LEAVE/FAMILY LEAVE

#### SECTION 1. Maternity Leave.

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

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

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

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

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

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

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

E. If the employee is deemed not able to work her regular assignment by the process outlined in B or C of this section, the Chief or his/her designee may assign the pregnant

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

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

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

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

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

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

## **SECTION 2. Family Leave**

A. The Borough agrees to comply as required in accordance with the Family and Medical Leave Act and the Family Leave Act.

## **ARTICLE XII**

### **MEDICAL**

#### **SECTION 1.**

The current dental plan in effect under the former contract (Delta Dental Plan Program 1-B), with the "Child Orthodontic Coverage" rider, or their equivalent, shall be maintained by the Borough for the benefit of the members of the West Long Branch Police Department.

#### **SECTION 2.**

The Borough agrees to provide health benefits after retirement. This means that the Borough will pay for health benefits under the Central Jersey Health Insurance Fund (AETNA POS), which shall be non-dental in nature and become effective January 1, 2012. If necessary or required, the Borough further agrees to pass an appropriate resolution effectuating this agreement. This benefit shall accrue to any member of the West Long Branch Police Department who has at least twenty-five (25) years of service. It is understood, however, that if the plan changes again, the Borough shall have the right to purchase an equivalent plan on the same terms as set forth in this section.

#### **SECTION 3.**

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

#### **SECTION 4.**

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

## **SECTION 5.**

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

## **ARTICLE XIII**

### **GRIEVANCE PROCEDURE**

#### **SECTION 1.**

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

#### **SECTION 2.**

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

#### **SECTION 3.**

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

B. The grievance, when it first arises, shall be taken up orally between the employee, the Police representative and the Chief of Police (hereafter referred to as "Chief"). The Chief shall, within five (5) working days thereafter, give an oral or written decision on the grievance. (If the grievance

is unanswered by Management within the time limits, it is assumed that the grievance is denied, and the Police have the absolute right to proceed to the next step.)

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

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

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

#### **SECTION 4.**

The arbitrator shall set forth their 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, they 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 they 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 their acts.

F. If a member of the Police Department is under arrest or likely to be; that is, if they are a suspect or the target of a criminal investigation, they shall be given their 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 their 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 their 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 their file. If an employee wishes to answer or supplement any material found in their personnel file, they may do so within ten (10) days from the date the employee is notified and the material is placed in their personnel file, and their 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 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/her designee will make this decision. The Officer will be prohibited from operating or riding as a passenger in a

Borough owned vehicle. Officers assigned to modified duty shall not wear a departmental uniform and will instead wear business casual style clothing.

- F. The Chief of Police and/or his/her designee maintains the authority to assign an Officer to modified duty status.
- G. Modified duty assignment will not affect an Officer's pay classification, seniority, pay increases, promotions, retirement benefits or any other employee benefit.
- H. No specific position within the Department shall be established for use as a modified duty assignment, nor shall any existing position be designated or utilized exclusively for Officers on modified duty.
- I. The Chief of Police and/or his/her 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/her designee prior to engaging in any outside employment.
- K. Modified duty assignments shall not be assigned for disciplinary purposes.

## **ARTICLE XVII**

### **CONSTRUCTION**

This agreement shall be effective as of January 1, 2024, and expire December 31, 2027.

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 April, **2024**.

**ATTEST:**

**BOROUGH OF WEST LONG BRANCH**

\_\_\_\_\_  
JASON GONTER,  
Borough Administrator

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

**ATTEST:**

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

\_\_\_\_\_

by: \_\_\_\_\_  
Timothy Hanrahan (President)

by: \_\_\_\_\_  
Jeffrey Hanlon

by: \_\_\_\_\_  
Scott Rockhill

by: \_\_\_\_\_  
Robert Knott

Councilmember            offered the following resolution and moved its adoption:

**RESOLUTION APPROVING SERVICE FEE AGREEMENT BETWEEN THE BOROUGH OF WEST LONG BRANCH AND THE CITY OF LONG BRANCH**

4/17/24

WHEREAS, the Long Branch Fire Department is agreeing to provide supplementary fire suppression/emergency service coverage for the Borough of West Long Branch for the period of January 1, 2024 to December 31, 2028; and

WHEREAS, as a result of this coverage, the City of Long Branch must back fill its firehouses and fire equipment to ensure coverage while serving the Borough of West Long Branch needs when necessary and appropriate under the terms of this agreement. The City of Long Branch will be compensated by the Borough of West Long Branch for the cost of the back fill; and

WHEREAS, the fee structure to provide such an arrangement for the period between January 1, 2024 to December 31, 2028 shall be calculated on a per call basis; and

WHEREAS, the fee will be charged on an hour- to- hour basis per member pursuant to the union's Collective Bargaining Agreement with the City of Long Branch to cover staffing requirements to fill fire headquarters in Long Branch when on-duty assets are deployed into the Borough of West Long Branch; and

WHEREAS, typical staffing is one fire officer and 4 firefighters, although the same may vary, depending on available personnel, but will not exceed 5 slots; and

WHEREAS, the fee will be based on the individual hourly rate of each employee for the period of coverage provided to the Borough of West Long Branch; and

WHEREAS, additional personnel can be requested by the Borough of West Long Branch to supplement manpower at an additional fee per member as requested; and

WHEREAS, the fee will be assessed when Long Branch on-duty personnel become committed to an active incident in the Borough of West Long Branch; and

WHEREAS, the above will require recall of personnel to staff Long Branch Fire Headquarters for the duration of the incident; and

WHEREAS, limitations to the response shall be at the discretion of the West Long Branch Fire Chief.

NOW THEREFORE BE IT RESOLVED by the Borough Council of the Borough of West Long Branch that the attached agreement between the Borough of West Long Branch and the City of Long Branch Fire Department is hereby adopted; and

BE IT FURTHER RESOLVED that the Mayor of the Borough of West of Long Branch is hereby authorized to sign the attached agreement on behalf of the Borough.

Seconded by Councilmember and carried upon the following roll call vote:

AYES:  
NAYS:  
ABSENT:  
ABSTAIN:

I hereby certify the foregoing to be a true and exact copy of the original resolution as adopted by the West Long Branch Borough Council on April 17, 2024.

\_\_\_\_\_  
BOROUGH CLERK

R-24-71

**Fee for Service Agreement**

AND NOW THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the City of Long Branch and the Borough of West Long Branch for supplemental support services.

1. The City of Long Branch Fire Department will provide fire suppression/emergency service coverage for the Borough of West Long Branch for the period of January 1, 2024 to December 31, 2028. The fee structure for the period shall be calculated on a per call basis. The fee will be charged on an hour for hour basis, per member as per the unions collective bargaining agreement with the City of Long Branch to cover staffing requirements to fill fire headquarters in Long Branch when on-duty assets are deployed into the Borough of West Long Branch.
2. Typical staffing is (1) Fire Officer and (4) Firefighters but may vary depending on available personnel but not to exceed (5) slots. The fee will be based on the individual hourly rate of each employee for the period of coverage provided to the Borough of West Long Branch. Additional personnel can be requested by the Borough of West Long Branch to supplement manpower at additional fee per member as requested.  
This fee will be assessed when Long Branch on-duty personnel become *committed to an active incident* in the Borough of West Long Branch. This will require "recall" of personnel to staff Long Branch Fire Headquarters for the duration of incident.
3. The on-duty career staff shall respond to designated emergency responses as requested by the Fire Chief of West Long Branch. Limitations to the response shall be at the discretion of the Long Branch Fire Chief. Long Branch units will be dispatched simultaneously with West Long Branch by Monmouth County Radio Communications Center.
4. This agreement will be updated no later than November 30<sup>th</sup> of the current agreement cycle. All changes to response protocols during a cycle shall be in writing to the City of Long Branch Director of Public Safety. This agreement may be canceled by either party in writing with 30 days' notice.

Signed:

Dated:

\_\_\_\_\_  
John Pallone, Mayor

\_\_\_\_\_  
Borough of West Long Branch



PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type	
24-00534	04/02/24	P0085	POWERHOUSE SIGNWORKS	DPW INV#: 084918555 BOCCE SIGN	Open	90.00	0.00	
24-00536	04/02/24	ROSEA005	ROSEANNE MANGANELLI	YOGA & SENIORCISE JAN-MAR 2024	Open	1,900.00	0.00	
24-00537	04/02/24	S0012	SEABOARD WELDING	DPW INV#: 2164106 GAS, ETC.	Open	181.15	0.00	
24-00538	04/02/24	A0182	AMAZON CAPITAL SERVICES, INC.	CHARGING CABLES ETC. ADMINISTR	Open	38.34	0.00	
24-00539	04/02/24	SEANK005	SEAN KEAN	PROSECUTOR MAR & APR 2024	Open	2,975.00	0.00	
24-00540	04/02/24	M0212	MONMOUTH COUNTY SPCA	FEB 2024 SPCA BILL	Open	1,250.00	0.00	
24-00542	04/02/24	C0083	COMCAST & XFINITY *	ACCT NO. 8499 05 216 0042620	Open	693.74	0.00	
24-00545	04/02/24	W0018	WEST LONG BRANCH FIRE CO. #2	SUPPLIES FOR MUTUAL AID	Open	155.62	0.00	
24-00546	04/02/24	G0051	GEORGE WALL FORD	DPW INV#: 239354 KIT JET	Open	22.80	0.00	
24-00547	04/02/24	N0005	NAPA AUTO PARTS CENTER	DPW INV#: 019236 PIGTAILS, ETC	Open	32.57	0.00	
24-00548	04/02/24	N0089	NOLZE GARAGE DOOR	GARAGE DOORS AT DPW	Open	300.00	0.00	
24-00549	04/02/24	S0070	STAPLES ADVANTAGE	FOLDERS FOR POLICE DEPARTMENT	Open	248.82	0.00	
24-00550	04/02/24	C0165	CONNELL CONSULTING LLC	OPRA TRAINING 05/06/2024	Open	318.00	0.00	
24-00556	04/02/24	K0038	MARLOWE BOTTI	UNIFORM REIMBURSEMENT	Open	297.00	0.00	
24-00557	04/02/24	U0035	ULINE SHIPPING SUPPLIES	DPW GLOVES INV#: 176188733	Open	88.63	0.00	
24-00566	04/08/24	D0125	DELISA WASTE SERVICES	MAR 2024 - RECYCLING	Open	1,894.36	0.00	
24-00569	04/09/24	T0051	TAYLOR FENCE COMPANY	DPW INV#: 24-003175 FENCESTUFF	Open	32.22	0.00	
24-00572	04/09/24	H0041	HILSEN TERMITE & PEST CONTROL	ANTS/ROACHES INV#: 81757	Open	520.00	0.00	
24-00573	04/09/24	TELET005	TELETRAC NAVMAN	DPW INV#: 93095787 SFTYSERVICE	Open	189.50	0.00	
24-00580	04/09/24	A0038	ALLIED FIRE & SAFETY	SPRINKLER INV#: SM 112306	Open	495.00	0.00	
24-00581	04/09/24	V0027	VERIZON *	ACCT NO. 342213956-00001	Open	2,651.79	0.00	
24-00584	04/09/24	M0252	MAZZA RECYCLING SERVICES, LTD.	MAR 2024 INV#: 1179832	Open	294.11	0.00	
24-00585	04/09/24	B0021	ATLANTIC PRINTING & DESIGN	AMANDA FARRELL BUSINESS CARDS	Open	75.00	0.00	
24-00591	04/09/24	L0072	LANGUAGE LINE SERVICES	COURT INTERPRETER MAR 2024	Open	44.20	0.00	
24-00592	04/09/24	D0125	DELISA WASTE SERVICES	RECYCLING INV#: 279625	Open	2,523.29	0.00	
24-00593	04/09/24	J0042	JERSEY CENTRAL POWER & LIGHT	ACCT NO. 100 013 497 167	Open	40.21	0.00	
24-00594	04/09/24	S0070	STAPLES ADVANTAGE	CODE ENFORCEMENT SUPPLIES	Open	495.48	0.00	
24-00598	04/11/24	ARBOR005	ARBOR DAY.ORG	SEEDLING ORDER ARBOR DAY 2024	Open	195.12	0.00	
24-00599	04/11/24	A0159	ACTION UNIFORMS	POLICE CLOTHING INV#: 55978	Open	270.00	0.00	
24-00600	04/11/24	PROCRO05	PROCRAFT AUTO BODY, INC.	POLICE CAR PAINTING UNIT 17	Open	1,575.44	0.00	
24-00601	04/11/24	C0008	CARUSO & BAXTER	TAX/LEGAL INVOICED 04/05/2024	Open	435.75	0.00	
24-00626	04/15/24	B0131	BROWN & BROWN METRO, LLC	POLICY #VFP-4331-12359E-0	Open	5,281.00	0.00	
Total Purchase Orders:		80	Total P.O. Line Items:	0	Total List Amount:	193,618.77	Total Void Amount:	0.00

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Totals by Year-Fund							
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
	3-01	6,674.16	0.00	6,674.16	0.00	0.00	6,674.16
	4-01	185,694.61	0.00	185,694.61	0.00	0.00	185,694.61
	D-13	1,250.00	0.00	1,250.00	0.00	0.00	1,250.00
Total of All Funds:		<u>193,618.77</u>	<u>0.00</u>	<u>193,618.77</u>	<u>0.00</u>	<u>0.00</u>	<u>193,618.77</u>

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