

RESOLUTIONS ADOPTED BY CITY COUNCIL 5-23-17

R126-17 RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO SERVICE RENAISSANCE CONDOMINIUMS BEACH FOR THE 2017 SEASON

R127-17 RESOLUTION ESTABLISHING CHANGE FUND DEPARTMENT OF POLICE DIVISION OF TRAFFIC/PARKING FOR THE YEAR 2017

R128-17 RESOLUTION INCREASING CHANGE FUND DEPARTMENT OF RECREATION BUREAU OF CONSERVATION

R129-17 RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF LONG BRANCH TO ENTER INTO AN AGREEMENT WITH THE CWA LOCAL 1075 BLUE COLLAR UNION

R130-17 RESOLUTION AUTHORIZING MAYOR OF THE CITY OF LONG BRANCH TO ENTER INTO AN AGREEMENT WITH THE CWA LOCAL 1075 WHITE COLLAR UNION

R131-17 RESOLUTION AWARDING BID CONTRACT FOR MANAHASSETT CREEK PARK PHASE 3 IMPROVEMENTS (THOR CONSTRUCTION)

R132-17 RESOLUTION AWARDING CONTRACT FOR INSTALLATION OF A WIRELESS WAN INFRASTRUCTURE PROJECT BEACHFRONT NORTH AND CHELSEA AVENUE (NJ BUSINESS SYSTEMS INC.)

R133-17 RESOLUTION AWARDING CONTRACT FOR LEASE/PURCHASE OF FIVE (5) DODGE CHARGER PPV VEHICLES AND TWO (2) FORD INTERCEPTORS FOR THE POLICE DIVISION (BEYER FORD & BEYER CHRYSLER DODGE JEEP)

R134-17 RESOLUTION AWARDING BID FOR TWO YEAR CONTRACT FOR DISPOSAL AND TRANSPORTATION OF LEAVES (MAZZA MULCH INC.)

R135-17 RESOLUTION APPROVAL PAYMENT OF BILLS

RESOLUTION 126-17

**RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO SERVICE RENAISSANCE
CONDOMINIUMS BEACH FOR THE 2017 SEASON**

WHEREAS, the Renaissance Condominium Association located at Riveria Drive, Long Branch, New Jersey has requested that the City of Long Branch provide equipment and personnel to supervise the private beach owned by the Renaissance adjacent to and south of the West End Beach at Brighton Avenue; and

WHEREAS, the administration and through Stan Dziuba and Kevin Hayes have recommended that the City of Long Branch enter into such an agreement with the Renaissance Condominium Association as such same would be mutually beneficial to both the City and the Renaissance Condominium Association; and

WHEREAS, the City of Long Branch's proposal is set forth in the agreement as annexed hereto as Exhibit A to cover the purchase of equipment and personnel for certain hours of operation; and

WHEREAS, the agreement is to provide that the Renaissance Condominium Association shall pay to the City of Long Branch the sum of \$50,000.00 for the 2017 season defined as follows:

1. Three beach guards will be needed to maintain proper surveillance of Renaissance Beach. Beach operations will follow city ordinance (Chapter 116-4), on-duty hours starting at 10:00 AM and closing at 5:00 PM. Renaissance lifeguard stand will be guarded weekends only from May 27, 2017 to June 4, 2017, then every day from June 10, 2017 to September 4, 2017.
2. One pool guard would be needed to meet State of New Jersey minimum standards. The pool will be open during the hours of 10:00 AM to 7:00 PM. The pool will be guarded starting weekends only from May 26, 2017 to June 4, 2017, then every day from June 10, 2017 to September 4, 2017 and the weekends of September 9 – 10, 2017 and September 16 – 17, 2017.

WHEREAS, the City of Long Branch will supply equipment listed in the Agreement; and

WHEREAS, the City of Long Branch will install post and rail fencing at the bottom of the Brighton Avenue beach staircase as well as signage directing people to the public beach and indicating Renaissance beach as a private beach and beach personnel will direct people away from Renaissance beach; and

WHEREAS, the City of Long Branch Beach Patrol, during their normal beach badge enforcement, will enforce the privacy of Renaissance beach; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch and the Mayor of the City of Long Branch being the same is hereby authorized to execute the agreement annexed hereto as Exhibit A between the City of Long Branch and the Renaissance Condominium Association for Renaissance Life Guard proposal both as to equipment and personnel to maintain proper surveillance of the Renaissance Beach and pool during the Summer season of 2017 as limited by this resolution and agreement.

MOVED: *Pallone*

SECONDED: *Billings*

AYES: *3*

NAYES: *Ø*

ABSENT: *Z-Bastelli, Celli*

ABSTAIN: *Ø*

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 5-23-2017
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 24th DAY OF May, 2017

Kathy L. Schmeltz
Municipal Clerk of the City of Long Branch

AGREEMENT

This agreement is made by and between the **CITY OF LONG BRANCH** with an address of 344 Broadway, Long Branch, Monmouth County, New Jersey by and through its Mayor, Adam Schneider

AND

The **Renaissance Condominium Association** with an address of 26 Riviera Drive, Long Branch, Monmouth County, New Jersey 07740

WHEREAS, the City of Long Branch has been asked to submit a proposal for a Renaissance Lifeguard Proposal for the Summer 2017 Season covering both the surveillance of the Renaissance Beach and Renaissance pool; and

WHEREAS, the City of Long Branch Ocean Rescue is currently a nationally certified agency with the United States Lifesaving Association; and

WHEREAS, per USLA guidelines, the listed equipment will need to be purchased to meet minimum standards of operation; and

WHEREAS, the parties agree for the 2017 Beach season as defined herein, Renaissance Condominium Association shall pay to the City of Long Branch the sum of \$50,500.00 upon execution of this agreement; and

WHEREAS, in consideration for the receipt of the \$50,500.00, the City of Long Branch shall provide pursuant to USLA guidelines the following:

Kayak	Kayak Paddle
Rescue Board	Rescue Torps
Umbrella	NJ – State Approved First Aid Kit
Line Bucket	Warning Flags
Lifeguard Stand	Two-way Kenwood Radio
Backboard	Pool Rescue Tube

BE IT FURTHER AGREED, that the City of Long Branch shall provide 3 beach guards to maintain proper surveillance of Renaissance Beach. Beach operations are agreed to follow City Ordinance (Chapter 116-4), on duty hours starting at 10:00 AM and closing at 5:00 PM. Renaissance lifeguard stand will be guarded weekends only, May 27th to June 4th, 2017 and every day from June 10th to September 4th, 2017.

AGREEMENT 05/12/2017:4052181 – 4000-1300

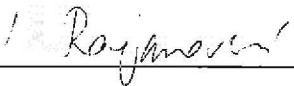
BE IT FUTHER AGREED, that the City of Long Branch will provide one pool guard to meet the State of New Jersey minimum standards. The pool will be open during the hours of 10:00 AM to 7:00 PM. The pool will be guarded starting weekends only from Friday, May 26th to June 4th, 2017, every day from June 10th to September 4th, 2017 and the weekends of September 9th to 10th, 2017 and September 16th to 17th, 2017.

BE IT FURTHER AGREED, that the City will install some post and rail fencing at the bottom of Brighton Avenue beach staircase as well as signage directing people to the public beach and indicating Renaissance beach as Private. Beach personnel will direct people away from Renaissance Beach. The City of Long Branch Beach Patrol, during their normal beach badge enforcement, will enforce the privacy of Renaissance beach and lifeguards will direct non-Renaissance people away from the Renaissance beach subject only to the universal access provided to individuals to have rights to walk all beaches throughout the City of Long Branch up to the high water mark.

THE WITHIN AGREEMENT constitutes the entire agreement that is reached between the parties. No amended to this agreement shall take place without same being in writing.

All notices required under this agreement shall be sent to the City of Long Branch, c/o Stan Dziuba and Kevin Hayes, the City Business Administrator at 344 Broadway, City of Long Branch, New Jersey and to the Renaissance Condominium Association at 26 Riviera Drive, Long Branch, New Jersey 07740.

Adam Schneider, Mayor of the City of
Long Branch



Renaissance Condominium Association
Dmitri Roujanovski – Board President

Subscribed and sworn to before me

On _____, 20 ____

By _____

My commission expires _____

Dated: _____

City of Long Branch Renaissance Lifeguard Proposal 2017 Season

Long Branch Ocean Rescue is currently a nationally certified agency with the United States Lifesaving Association. As per USLA guidelines, the listed equipment will need to be purchased to meet minimum standards of operation.

Equipment

Kayak
Kayak Paddle
Rescue Board
Rescue Torps
Umbrella
NJ- State Approved First Aid Kit
Line Bucket
Warnings Flags
Lifeguard Stand
Two-way Kenwood Radio
Backboard
Pool Rescue Tube

Personnel

Three beach guards will be needed to maintain proper surveillance of Renaissance Beach. Beach operations will follow city ordinance (Chapter 116-4), on-duty hours starting at 10 AM and closing at 5 PM. Renaissance lifeguard stand will be guarded weekends only, May 27th- June 4th, 2017, every day from June 10th- September 4th, 2017.

One pool guard would be needed to meet State of New Jersey minimum standards. The pool will be open during the hours of 10 AM- 7 PM. The pool will be guarded starting weekends only Friday, May 26th- June 4th, 2017, every day from June 10th-September 4th, 2017 and the weekends of September 9th-10th, 2017 and September 16th- 17th, 2017.

Equipment is included in the total cost.

Total Cost- \$50,500.00

The City will install some post and rail fencing at the bottom of the Brighton Ave. beach staircase as well as signage directing people to the public beach and indicating Renaissance beach as Private. Beach personnel will direct people away from Renaissance beach.

LB Beach patrol, during their normal beach badge enforcement, will enforce the privacy of Renaissance beach.

Lifeguards, will direct non-Renaissance people away from the Renaissance beach.

R# 127-17

RESOLUTION ESTABLISHING CHANGE FUND
DEPARTMENT OF POLICE
DIVISION OF TRAFFIC/ PARKING FOR THE YEAR 2017

WHEREAS, the City of Long Branch wishes to established a change fund in the Department of Police, Division of Traffic/ Parking , in the amount of \$6,000.00; and,

WHEREAS, said fund is required for the Parking Lot operation of the City; and,

WHEREAS, the Director of Public Safety has requested that this fund be \$6,000.00; and,

WHEREAS, the Chief Financial Officer agrees that said request is reasonable.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch, that the Change fund for the Department of Police, Division of Traffic/ Parking, be established for the year 2017 at \$6,000.00 and that the Director of Finance is hereby authorized to issue a check or checks to Jason Roebuck, Director Public Safety, in a total amount equal to \$6,000.00, for said purpose.

OFFERED: Parlone
SECOND: Billings
AYES: 3
NAYES: 0
ABSENT: 2 - Bastelli, Pelli
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 5/23/2017
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 24th DAY OF May 20 17

MUNICIPAL CLERK, C.M.C.

Kathy L. Schmeltz

R# 128-17

RESOLUTION INCREASING CHANGE FUND
DEPARTMENT OF RECREATION BUREAU OF CONSERVATION

WHEREAS, the City of Long Branch has established a change fund in the Department of Recreation, in the amount of \$9800.00; and,

WHEREAS, said fund appears to be insufficient in light of increased volume at the beach, and,

WHEREAS representatives from the Department of Recreation has recommended an increase to \$16,000.00, and,

WHEREAS, the Director of Recreation has requested that said fund be increased; and

WHEREAS, the Chief Financial Officer agrees that said request is reasonable.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch, that the Change fund for the Department of Recreation Bureau of Conservation be increased from \$9800.00 to \$16,000.00 and that the Director of Finance is hereby authorized to issue a check or checks to Carl Jennings, Director of Recreation, in the amount of \$16,000.00, for said purpose.

OFFERED: Parkne
SECOND: Billings
AYES: 3
NAYES: 0
ABSENT: 2 - Postelli, Celli
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATH L. SCHWELZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 3/23/2017
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND ATTACHED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 24 DAY OF May 20 17
Kath L. Schwelz

R# 129-17

**RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF LONG
BRANCH TO ENTER INTO AN AGREEMENT WITH THE
CWA LOCAL 1075 BLUE COLLAR UNION**

WHEREAS, the City of Long Branch recognizes that certain employees work in the City of Long Branch and are represented by the CWA Local 1075, Blue Collar; and

WHEREAS, active negotiations have been ongoing between the City of Long Branch and CWA Local 1075 Blue Collar; and

WHEREAS, labor counsel for the City of Long Branch has recommended to the City that it enter into an agreement with the CWA Local 1075, Blue Collar; and

WHEREAS, the contract shall take effect from January 1, 2016 and run through December 31, 2019.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch authorizes the Mayor to sign the agreement with the CWA Local 1075 Blue Collar Union.

MOVED: *Pallone*
SECONDED: *Billings*

AYES: 3

NAYES: 0

ABSENT: 2- *Bastelli, Celli*

ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMEL, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
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MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 24 DAY OF May, 2017

Kathy L. Schmeltz

Blue Collar

AGREEMENT

Between

THE CITY OF LONG BRANCH

AND

THE COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1075

JANUARY 1, 2016 THROUGH DECEMBER 31, 2019

James L. Plosia Jr., Esq.
Plosia Cohen LLC
385 Rte. 24
Suite 3G
Chester, NJ 07938
(908) 888-2547

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ARTICLE I

DURATION OF AGREEMENT

This Agreement shall become effective January 1, 2016 and shall continue in force and effect for four (4) years: 2016, 2017, 2018, and 2019 in accordance with the salary scale and base salary increases and fringe benefits provisions as set forth specifically herein.

ARTICLE II
UNION RECOGNITION

SECTION 1

The City hereby recognizes the Union as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all full-time permanent and provisional employees of the City of Long Branch, New Jersey, who serve in the titles listed below, exclusive of police officers, supervisory personnel, office and clerical workers, fire department employees, managerial executives and confidential employees.

Unless otherwise indicated, the terms "employee" or "employees" when used in this Agreement refers to all persons represented by the Union in the above-defined negotiating unit which shall consist of the following titles:

Assistant Supervisors (DPW Department)

Building Maintenance Worker (Janitor)

Equipment Operator

Heavy Equipment Operator

Laborer

Maintenance Repairer

Mechanic

Mechanic's Helper

Sanitation Driver

Sanitation Worker

Sr. Building Maintenance Worker

Sr. Maintenance Repairer

Street Repairer

Traffic Maintenance Worker

Truck Driver

Truck Driver Heavy

SECTION 2

The City Administrator shall notify the Union of any plans to seek bids, but not quotations, and to supply pertinent information at the Union's request.

SECTION 3

"As Needed" employees who are not union members and who are paid the minimum rate, without benefits, shall only be used by the City in accordance with the following limits:

No individual shall be employed on an "As Needed" basis for more than sixty (60) days in any year unless the individual is filling a position for which the regular employee is on disability or other leave of absence. If an "As Needed" employee who is not replacing a regular employee on leave is retained for more than sixty (60) days, he shall automatically receive regular employment status and the full benefits of bargaining unit membership. In the event that an "As Needed" employee is granted regular employment status without a break in service, the "As Needed" service shall be counted in calculating seniority.

ARTICLE III
MANAGEMENT RIGHTS

A. The City hereby retains and reserves unto itself without limitation, all powers, rights, authorities, 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 limitation the generality of the foregoing, the following rights:

1. The executive management and administrative control of the City 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 other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to 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 New Jersey and of the United States and Ordinances of the City of Long Branch. Such powers to the City shall be limited to the Statutes of New Jersey governing the Public Employee Relations Commission (PERC) and any amendments thereto enacted during the term of this Agreement.

C. Nothing contained herein shall be construed to deny or restrict the City of its powers, rights, authorities, duties and responsibilities under Title 40 and/or 40A, N.J.S.A. and Title 11A, N.J.S.A., or any other national state, county or local laws or ordinances.

ARTICLE IV
EMPLOYEE RIGHTS

SECTION 1

The City hereby agrees that every eligible employee shall have the right freely to form, join and assist the Union and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. The City agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by N.J.S.A. 34:13A-1 et seq. or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee in regard to hire or tenure of employment to encourage or discourage employees in the exercise of the rights guaranteed to them by N.J.S.A. 34:13A-1 et seq.

SECTION 2

It is further agreed that the Union shall not discriminate against any employee because of race, creed, color, sex, national origin or political affiliation.

SECTION 3

Whenever an employee is required to attend an investigatory interview, which may result in disciplinary action in excess of an oral reprimand, the employee shall be entitled to have a Union representative attend any such meeting. In addition, the City shall give the Union reasonable advance notice of any meeting at which an employee is scheduled to receive

disciplinary action in excess of an oral reprimand. Whenever an employee is given written notification of disciplinary action a copy of that notification shall be forwarded to the Union.

ARTICLE V

AUTHORIZED SALARY DEDUCTIONS

The City, in compliance with Chapter 233, P.L. 1969, agrees to the following conditions:

- (a) Upon receipt of a duly signed authorization from each individual employee, the City shall deduct monthly membership dues and initiation fees. Remittance of deductions shall be as directed by the authorization.
- (b) The amount of monthly dues and initiation fees will be certified in writing by the Union and the amount shall be uniform for all members.
- (c) No deduction will be made for any month in which there is insufficient pay available to cover the same after all other deductions required by law have been made. Deductions for a prior month's dues will not be made in respect to such dues, except where the City, through error or oversight, failed to make deduction in any monthly period.
- (d) Dues deducted from employees' pay will be transmitted by check as directed within fifteen (15) calendar days after the deductions have been made, together with a list of names showing employees for whom deductions have been made.
- (e) A new dues deduction authorization card will automatically cancel any prior deductions authorization on file with the City.
- (f) The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon the salary deduction authorization cards submitted by the Union to the City.

(g) Pursuant to State Law governing "Agency Shop," the City will forward, in the manner set forth herein, to the Union, eight-five (85%) percent of the prevailing monthly dues for each employee who has not submitted a duly signed authorization. Such payment will represent a legal deduction from each affected employees' wages.

(h) The City agrees to inform all newly hired employees, who are eligible to join the Union that they may join the Union ninety (90) days thereafter.

ARTICLE VI
UNION REPRESENTATION

SECTION 1

Designated representatives of the Union may enter City facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. When the Union decides to have its representatives enter City facilities or premises, it will request such permission from the Chief Administrative Officer and such permission will not be unreasonably withheld, provided there shall be no interference with the normal operations of the business of the City government or normal duties of its employees.

SECTION 2

The City agrees that up to two members of the Union shall be granted up to four days per year of leave without loss of pay to attend Union conventions and meetings. The Union shall have complete discretion in determining how such leave shall be allocated (e.g., all four days can be granted to a single individual). The Union shall give reasonable notice to the Chief Administrative Officer for the City of the dates on which such leave shall be taken and the identity of the individual(s) who are to take the leave.

SECTION 3

The City agrees to provide reasonable bulletin board space for the posting of notices or information by the Union or its members. All such notices shall be approved by the Director of Public Works. Approval shall not be unreasonably withheld.

ARTICLE VII
SALARY INCREASES

SECTION 1

A. Salaries shall be increased as follows:

- | | | |
|-----|-----------------|------------------|
| (1) | January 1, 2016 | Two (2%) percent |
| (2) | January 1, 2017 | Two (2%) percent |
| (3) | January 1, 2018 | Two (2%) percent |
| (4) | January 1, 2019 | Two (2%) percent |

B. Step Movement on the salary guide will occur on January 1st of each year.

SECTION 2

The City reserves the right to determine what step a new hire shall be placed on the salary guide provided that such placement does not exceed a more senior employee. However, this provision shall not preclude the City from granting newly hired employees credit for experience obtained other than as a City of Long Branch employee.

SECTION 3

Employees shall be paid bi-weekly on every second Friday no later than one-half (1/2) hour before the end of the regular working day.

ARTICLE VIII

OVERTIME

SECTION 1

The City has the right to schedule overtime work as required in a manner most advantageous to the municipality and consistent with the requirements of the City, the public interest and applicable law.

SECTION 2

Overtime opportunities will be distributed as equally and practically among employees in the same department and shift.

SECTION 3

Time and one-half of the employee's regular rate of pay shall be paid for all work in excess of forty (40) hours per regular work week and for hours worked on a Saturday. "Regular Work Day" means any weekday, Monday through Friday, except as individually assigned. "Regular Work Week" means Monday through Friday, except as individually assigned.

SECTION 4

Employees called upon to work in an emergent situation before or after his normal work shift or on weekends or holidays shall receive no less than four (4) hours pay at overtime rate for each occurrence. However, call out pay shall not take effect if the call out is a continuation of the employee's regular shift or if the callout is two (2) hours or less before the scheduled shift

time. In either case the time worked shall be paid at time and one-half (1½) for all hours actually worked with no minimum guarantee. On days when City Hall is closed due to a weather emergency and the blue collar workers have to report to work to deal with said weather emergency, every blue collar worker who actually works on said day will be paid time-and-one half for each hour actually worked on said workday.

SECTION 5

Vacation days, personal days, approved sick days or any of the holidays designated herein are not to be subtracted in the computation of overtime.

SECTION 6

Employees required to work overtime for snow removal in excess of four and one-half (4 ½) hours will be eligible for a fifteen dollar (\$15.00) cash meal allowance at a local establishment to be designated by the Director of Public Works. This meal allowance will be paid by the City only when the employee is working outside of his regular shift. Employees will be eligible for second meal allowance of fifteen dollars (\$15.00) if they work more than nine hours straight after the end of a regular shift, and shall be entitled to another meal allowance if they work for four and a half hours thereafter.

SECTION 7

Employees working eight (8) or more hours of overtime (for snow removal or any other reason as determined by the Director of DPW) between the ending time of their normal shift and the starting time of their next normal shift shall have that next normal shift off with pay and not chargeable to sick or vacation time. This shall only apply if the following day is a normal workday as defined in this agreement.

If the emergency continues into the next normal shift, the employee will receive personal leave time for any hours worked into that shift in accordance with the following examples:

- a. An employee works a regular shift (7:00 a.m.-3:30 p.m.) on Tuesday. The employee is called in at 10:00 p.m. and works until 6:00 a.m. Employee is entitled to take the normal Wednesday shift off with pay at eight hours of straight time.
- b. An employee works a regular shift (7:00 a.m.-3:30 p.m.) on Tuesday. The employee is called in at 10:00 p.m. and works until 11:00 a.m. Employee is then released with straight time pay for the remaining four hours of the normal Wednesday shift, plus the employee is credited with four hours of personal leave time.

If the employee is unable to be granted the following day off by the Director of Public Works, the employee will be provided with a "floating holiday", which the employee must use within the next sixty days thereafter or within the same calendar year, whichever is greater.

SECTION 8

A separate check shall be issued by the Finance Department of all overtime hours worked on snow removal.

This check will have only the basic mandatory deductions of Social Security, Federal Income Tax, Unemployment (if applicable) and any and all deductions that may be mandated by the State or Federal Government now or in the future.

SECTION 9

Employees assigned to weekend container truck shall be compensated at a flat rate of \$100.00.

SECTION 10

If an employee works at a higher job classification for more than five consecutive days, the employee will receive differential pay at the higher rate of pay for that category dating back to the first day the employee was assigned to work in that classification. The City agrees it will not move employees in and out of job classifications so as to avoid compliance with this Section of the Agreement.

ARTICLE IX

HOLIDAYS

SECTION 1

The City agrees to guarantee to all of the employees the following holidays with full pay for eight (8) hours at the employee's regular straight time rate of pay, though no work is performed on such days:

New Year's Day	Columbus Day
Martin Luther King's Birthday	General Election Day
Veteran's Day	President's Day
Thanksgiving Day	Good Friday
Day After Thanksgiving	Memorial Day
Christmas Eve	Independence Day
Christmas Day	Labor Day

SECTION 2

Employees called in to work on a holiday shall be paid for such at one and one-half (1½) times the employee's regular rate plus the holiday pay.

SECTION 3

If a holiday falls on a Saturday or Sunday, it may be celebrated and compensated accordingly on the day preceding or the day following such holiday at the discretion of the Chief

Administrative Officer. Employees who are compelled to work on shifts or on individual assignment shall observe the actual date of the holiday under this Section.

SECTION 4

If a holiday falls within the vacation period of an employee, the employee shall receive an additional day of vacation.

ARTICLE X
VACATION LEAVE

SECTION 1

Employees shall be granted a vacation leave if earned each year of employment without loss of pay, consistent with Section 7 below. The year shall be January 1st to December 31st.

Vacation leave may be taken at any time in the year (again, consistent with Section 7 below only); however, the Public Works Director reserves the right to limit the number and frequency of vacation leaves during the months of June, July and August. Vacation leave shall be earned in the following manner:

Up to one (1) year of service	One (1) day vacation for each full month
One (1) through Three (3) years	Twelve (12) days
Four (4) through Twelve (12) years	Fifteen (15) days
Thirteen (13) through Eighteen (18) years	Twenty (20) days
Nineteen (19) years or more	Twenty-five (25) days

No later than June 1, 2017, the City will pay employees for all vacation time accrued prior to January 1, 2016 at the rate of 75% of the employee's 2017 "per diem" rate. Increases in an employee's vacation leave and sick leave entitlements shall be granted by the City on January 1 of each calendar year regardless of the employee's initial date of hire.

SECTION 2

Employees, hired on or after July 1, 2000, shall receive the following vacation schedule:

Up to one (1) year of service	One day vacation for each month worked
One (1) year through three (3) years of service	Twelve (12) days per year
Four (4) years through twelve (12) years of service	Thirteen (13) days per year
Thirteen (13) years through Eighteen (18) years of service	Eighteen (18) days per year
Nineteen (19) years of service or more	Twenty-three (23) days per year

SECTION 3

Permanent part-time employees shall earn vacation leave on a proportional basis applied to the above schedule.

SECTION 4

Vacation leave must be taken during the current calendar year at such time as permitted unless the City determine otherwise because of pressure of work. Any unused vacation leave may be carried forward into the next succeeding calendar year only. The provisions of this Section are subject to the conditions set forth in Section 7 below.

SECTION 5

Anything hereinabove to the contrary notwithstanding, the Public Works Director shall determine and approve the dates and times of vacation leave to be taken by employees, subject to Section 7 below. Whenever possible, vacation leave shall be based on a seniority basis.

SECTION 6

Vacation schedules shall be prepared in advance. Paychecks will be available before the employee leaves for vacation upon request provided the employee has accumulated vacation time.

SECTION 7

a. Employees shall be required to provide at least 30 calendar days' notice to the Public Works Director of their intention to use vacation time. This 30 day requirement shall apply to all but 5 annual "floating" vacation days, which may be used with less than 30 calendar days' notice. The parties may reschedule all agreed upon vacation time upon necessity and by mutual agreement.

b. In the first 6 months of any calendar year, employees will schedule and can take up to 50% of their annual vacation time allotment for that particular year (not including any "carry-over" vacation time). The "carry-over" vacation days shall be taken prior to using any days accrued in that particular year. As of July 1 of any particular calendar year, employees can take their remaining vacation time.

c. Employees may schedule vacation in a calendar year before they have actually accrued such time (but only up to 50% of the annual vacation allotment based upon their years of

service in the first 6 months of the year). However, if an employee leaves the employ of the City in any "negative" situation (that is, having used more vacation time than the employee had accrued prior to departure), the City will have the unfettered right, without challenge from either the employee or the Union, to offset up to 5 of the "owed" vacation days against the employee's right to a payroll check.

ARTICLE XI

SICK LEAVE

SECTION 1

Within the first calendar year of service, an employee shall receive one (1) working day of sick leave with pay for each month of service from the date of the employee's regular appointment up to and including December 31st of the year.

SECTION 2

After the first calendar year of employment, each employee shall receive fifteen (15) days of sick leave with pay for each year of employment thereafter.

SECTION 3

After (10) years of continuous employment, each employee employed by the City on the date this Agreement is ratified shall receive twenty (20) days of sick leave with pay for each year of employment thereafter. Employees hired after the ratification of this Agreement will have their sick day entitlement capped at 15 sick days.

SECTION 4

Sick leave not taken shall accumulate to employee's credit from year to year and such employee shall be entitled to such accumulative sick leave with pay if and when needed.

SECTION 5

When an employee retires for reasons of physical disability, age, or length of service, and thus obtains a PERS retirement pension, such employee shall be entitled to fifty (50%) percent of his accumulative sick days pay not exceeding fifteen thousand (\$15,000) dollars in total, except as noted below in Section 8. The retiring employee shall, if possible, advise the Chief Administrative Officer prior to the year of retirement so that budget requirements may be met and so provided. In the event of an employee's death, such payment shall be made to the beneficiary as indicated on the employee's PERS retirement form. This section shall pertain only to employees who terminate for reasons set forth as of the effective date of this Agreement or thereafter.

SECTION 6

The City shall continue to enroll its employees in the State Disability Plan.

SECTION 7

The New Jersey Civil Service Statutes concerning sick leave shall prevail in all conditions not specifically set forth herein.

SECTION 8

Employees hired after January 1, 2006 will not be entitled to be reimbursed for unused sick days.

ARTICLE XII
INJURY LEAVE

SECTION 1

Whenever an employee sustains a physical injury in the performance of duty, the said employee shall inform his Supervisor immediately or as soon as practicable. Failure to provide such notice may be grounds for denial of a subsequent request for injury leave.

SECTION 2

After injury an employee shall comply with all reasonable requests of the employer for physical examinations, including x-rays, in accordance with N.J.S.A. 34:15-19.

SECTION 3

An employee who returns to work from a work-related injury and is required by the City's worker's compensation carrier to attend therapy on normal work hours for said work-related injury will be permitted to do so by the City.

ARTICLE XIII
BEREAVEMENT LEAVE

The City shall grant to each employee a maximum of five (5) days' leave with pay in the event of a death of a member of the employee's immediate family, provided that prior notice is tendered to the Chief Administrative Officer.

The immediate family is defined as: Mother, Father, Mother-In-Law, Father-In-Law, Husband, Wife, Son, Daughter, Brother, Sister, Grandchild, grandparent or any relative residing in the employee's household.

Employees hired after January 1, 2003 will only be entitled to three (3) days of bereavement leave. Such employees will not be entitled to paid bereavement days for an aunt, uncle, niece, nephew, or first cousin, even if otherwise covered by the preceding paragraph.

ARTICLE XIV

JURY DUTY

Any employee summoned to Jury Duty or as a witness on behalf of the City shall receive full payment at the regular rate less Court compensation received while absent from their place of employment. Ample prior notice and proper evidence must be presented to the Chief Administrative Officer prior to any payment for such service.

ARTICLE XV

PERSONAL DAYS OFF

Three (3) personal days will be granted in each year of this Agreement. Sufficient notice shall be given to a bona fide Supervisor prior to approval of said personal days. Except for emergencies, a minimum of seventy-two (72) hours shall be considered sufficient notice. Nothing in the foregoing shall be construed to limit the City's discretion to deny approval of personal leave based upon its assessment of staffing requirements. Approval shall not be unreasonably denied. If the denial of a personal leave request prevents an employee from using the days, those days shall be carried over into the following year.

ARTICLE XVI
UNIFORM ALLOWANCE

SECTION 1

A replacement uniform allowance shall be authorized for each employee in an amount up to four hundred fifty (\$450.00) dollars for the duration of the Agreement. A check for \$100 representing the clothing maintenance payment will be paid on November 1 of each year.

SECTION 2

The initial uniform cost, together with any change or addition to the initial uniform, shall be paid by the City. After ninety (90) days of employment, the initial issue shall be supplied by the City as soon as possible thereafter. The initial issue shall be comprised of:

- (1) One (1) pair of shoes;
- (2) Three (3) uniforms (3 pants, 3 short-sleeve shirts);
- (3) Three (3) sets of thermal underwear;
- (4) One (1) winter coat;
- (5) One (1) fall coat;
- (6) Two (2) pairs of gloves – on an as-needed basis; however, employees must turn in old gloves before a new pair will be issued;
- (7) One (1) set of rain gear.

Upon resignation or termination of employment, an employee with one (1) year or less service must return his/her uniform before receiving a final paycheck. Failure to do so will result in the cost of paid uniforms being deducted from the employee's final paycheck.

All employees shall be required to wear the issued uniforms, without exception. Failure to wear said uniforms shall result in disciplinary action. In addition, all employees shall be required to properly maintain their uniforms.

SECTION 3

The source, application and manner of payment of such allowances authorized herein shall be determined by the Chief Administrative Officer.

SECTION 4

The parties shall establish a joint "Uniform Committee" to review specifications for new uniforms.

Effective January 1, 2006, employees shall receive a boot allowance as follows: \$100 on or about May 1st of any particular year, and \$100 on or about November 1st of any particular year, for the purchase of work boots. Employees will provide to the business office proof that they have purchased work boots with the money provided by the City.

ARTICLE XVII
EMPLOYEE INSURANCE PROGRAMS

SECTION 1

The City will provide health insurance and prescription drug coverage to employees through the New Jersey State Health Benefits Plan. Employees who choose to remain in the City's indemnity plan shall pay \$200.00 per month to the City for the partial distribution of the cost of indemnity health insurance. The City will have the right to increase the current payout amount to employees who opt out of the City's health insurance coverage.

Effective June 1, 2017, all employees receiving health insurance will contribute to the City for the cost of said health insurance at the "Tier Two" level established by Chapter 78 of New Jersey Statutes.

SECTION 2

The City shall secure and maintain accident and liability insurance for all its employees, to provide defense for all actions brought against an employee by a third party as a result of City employment and operating of City equipment.

SECTION 3

The City shall continue to make contributions as heretofore to provide pension and retirement benefits to employees covered by this Agreement under the New Jersey Public Employees Retirement Program.

SECTION 4

The City shall continue to provide \$5,000.00 life insurance for all employees and for all employees retired under the provisions of the New Jersey Public Employment Retirement Program. Any retired employee who elects to participate in this program shall reimburse the City for the life insurance premiums paid by the City for said insurance.

SECTION 5

The current Dental Insurance now in effect shall remain in effect for the duration of this Agreement. Effective January 1, 2004, the City's monthly contribution per employee will be One Hundred Dollars (\$100.00) per month.

SECTION 6

The Union shall have the right to representation on the Accident Review Board.

SECTION 7

After ratification of this Agreement, the City and the Union shall establish a Labor/Management Committee to explore alternate health insurance options.

ARTICLE XVIII
PROBATIONARY EMPLOYEES

SECTION 1

All new employees, except temporary employees, shall remain probationary until completion of ninety (90) calendar days of employment from the date of hire. Upon completion of said period, all employees shall enjoy seniority status from the date of hire, shall receive all wages and benefits entitled them under this Agreement and shall be subject to all other terms and conditions set forth herein.

SECTION 2

Discharge or disciplinary action of probationary employees shall be governed by the provisions of Civil Service law, rules and regulations.

SECTION 3

All temporary employees shall receive holiday pay and/or time and one-half (1-1/2) for hours actually worked on said holidays as defined in this Agreement after completion of ninety (90) days of employment with the City.

ARTICLE IX
SENIORITY AND FORCE REDUCTION

SECTION 1

Seniority shall mean the length of continuous service with the Employer regardless of capacity or department.

SECTION 2

In the event of layoff, promotion or reassignment, Civil Service statutes and regulations governing seniority shall control.

SECTION 3

One (1) steward shall have during the respective periods in such capacity, top seniority, except for promotion purposes and, after his periods of service, he shall have a normal seniority status with respect to layoff and recall.

SECTION 4

An employee shall lose all seniority rights for any one (1) or more of the following reasons:

- a. Voluntary resignations;
- b. Discharge for just cause;
- c. Failure to return to work within five (5) working days after being recalled by registered or certified mail, return receipt requested, unless due to actual illness or

accident. The Employer may require substantiating proof of illness or accident in such manner and on such forms as the Employer deems appropriate.

SECTION 5

Notice of all job vacancies shall be posted on all bulletin boards within the department. Said notice shall include the wage range.

SECTION 6

The City, upon recalling, shall do so in the inverse of layoff. It shall recall the last employee laid off, providing however that such employee has the qualifications for the position for which he is recalled. Under no circumstances shall the City hire from the open market while employees on the recall list qualified to perform the duties of the vacant position are ready, willing and able to be re-employed. The last employee laid off from a position will be the first recalled to that position.

SECTION 7

An employee recalled and reinstated to his former position shall receive his former rate of pay or the minimum current wage for his position, whichever is the higher.

SECTION 8

Any notice of re-employment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such laid-off employee.

SECTION 9

The City shall provide the Union with written prior notice of any planned layoff or recall of any employee covered under this Agreement.

ARTICLE XX
GRIEVANCE PROCEDURE

SECTION 1 – GENERAL

It is recognized that a complaint may arise between the City and the Union, or between the City or any one (1) or more employees concerning the meaning or application of, or compliance with, any section of this Agreement. The City and the Union earnestly desire that such complaints or grievances shall not be interruptive and morale of the employees shall not be impaired. Accordingly, a procedure for grievance of any such complaints which may arise will be kept as informal as may be appropriate is outlined hereinafter. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss this matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Union.

SECTION 2- PROCEDURE TO BE FOLLOWED

The Union and the City agree that the settlement procedures set forth herein shall be the sole and exclusive method for adjusting employee complaints, provided, however, that a grievance to be considered under this Agreement shall not include any claim which falls within the jurisdiction of the Commissioner of the New Jersey State Department of Personnel or the Merit System Board under Title 11A, N.J.S.A. or any claims which fall within the jurisdiction of the New Jersey Public Employment Relations Commission. If any dispute arises under this Agreement, it shall be settled in the manner provided for in this Article. Pending such a settlement, all employees shall carry out their assignments as directed by the City and their

supervisory officers. If an employee refuses to follow the settlement procedure herein, such other action shall constitute a violation of this Agreement and shall make the employee and all other employees participating in such violation subject to immediate discharge or other discipline, at the direction of the City, subject to the provisions of the Civil Service regulations. A grievance shall be settled in the following manner:

STEP ONE

A grievance shall be initiated within forty-eight (48) hours after the grievant knew or should have known of the event giving rise to the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate, supervisor for purposes of resolving the matter informally. Failure of the Union or the employee to act, except for good cause, within the said forty-eight (48) hours shall be deemed to constitute an abandonment of the grievance.

STEP TWO

If the grievance is not settled at the first step, it shall be reduced to writing within three (3) working days of the response of the first step. The Director of Public Works shall set a meeting within five (5) working days after the receipt of the written grievance or for such other time as is mutually agreeable. The second step meeting shall be between the Director of Public Works and the Union Representative, if requested by the Grievant. The Director of Public Works shall make written response at the second step within ten (10) working days of the grievance meeting.

STEP THREE

If the grievance is not settled at the second step, the grievant may make written request for a third step meeting with three (3) working days after the second step response. The Chief Administrative Officer of the City shall set a meeting within five (5) working days after the request or at such other time as is mutually agreeable. Said third step grievance meeting shall be between the Chief Administrative Officer and the Union Representative, if requested by the Grievant. The Chief Administrative Officer's response to the third step shall be delivered to the Union within ten (10) working days after the grievance meeting.

STEP FOUR

In the event the grievance is not settled, it may be taken to binding arbitration in the following manner:

Within five (5) working days after the completion of Step Three, the Union or the City may request the New Jersey Public Employment Relations Commission to appoint an arbitrator who shall have full power to resolve the dispute between the parties and his decision shall be final and binding on the parties. Cost of the arbitration shall be borne equally by the parties. The arbitrator shall have no right to vary or modify the terms of this Agreement and shall render his decision within thirty (30) days of the close of the hearing.

ARTICLE XXI
NO STRIKE PLEDGE

SECTION 1

It is understood that there shall be no strikes, sit-downs, slowdowns, work stoppages or limitations upon activity of production during the life of this Agreement, nor shall any employee representative or official of the Union authorize, assist, take part in or encourage any such strike, sit-down, slowdown, concerted failure to report for duty, work stoppage or limitation upon production against the City. The Union shall not be held liable for unauthorized acts of its members, provided that the Union orders all who participate in such activity to cease and desist from same immediately and to return to work and takes such other action as may be necessary under the circumstances to bring about compliance with its orders.

SECTION 2

The City reserves the right to discipline or discharge any employee or employees who violate the provisions of this Article.

SECTION 3

Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or equity for injunction or damages, or both, in the event of such breach by the Union or its members.

ARTICLE XXII
OTHER PROVISIONS

SECTION 1

Effective upon the execution of the collective bargaining agreement by both parties, there shall be established a Safety Committee. The Safety Committee shall consist of two (2) members of the Union, as selected by the appropriate Union officials, and two (2) members of the City, as selected by the Business Administrator. The individuals shall serve at the pleasure of the appointing body(ies). The Committee shall meet quarterly at dates, times and locations determined by the City, which shall not interfere with the operations of the City. The Business Administrator and the Local President shall establish the meeting agenda no later than three (3) days prior to any meeting. The Safety Committee shall make recommendations to the City Business Administrator as to various issues of safety and working conditions, which shall not be binding upon the City.

SECTION 2

Job openings and vacancies shall be distributed to the appropriate City department(s) for posting on appropriate bulletin boards. Such posting(s) shall be displayed for a minimum period of three (3) working days prior to the application deadline. Working days shall be defined as Monday through Friday, whether the employee(s) works the day(s) or not.

SECTION 3

Employees in the job categories of Mechanic, Mechanic's Helper, Maintenance Repairer or Senior Maintenance Repairer will utilize in their personal "hand tools" while working for the City will be reimbursed for any damage to said personal tools, so long as the tools are being properly utilized by the employees and only if the tools are not otherwise under warranty.

ARTICLE XXIII

SEVERABILITY OF THE AGREEMENT

SECTION 1

In the event that any part of this Agreement is found to be illegal by any court of law or by a Federal or State Administrative agency, then it is distinctly understood that the remainder and balance of this Agreement shall remain in full force and effect for the term of the Agreement and that such finding shall not affect the remainder of this Agreement. For this purpose, the provisions of this Agreement shall be severable and the illegality of one shall not make the remainder of the Agreement null and void.

SECTION 2

Similarly, a Legislative Act or Governmental Regulation or Order affecting any particular provision of this Agreement shall supersede only the specific portion of the Agreement affected thereby.

SECTION 3

Nothing herein shall be construed to deny any employees his rights under Title 11A, N.J.S.A.

ARTICLE XXIV
TERM AND RENEWAL

SECTION 1

This Agreement shall be in full force and effect as of January 1, 2016 and shall remain in effect to and including December 31, 2019. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

SECTION 2

The said notification shall be sent to the City and Union or their successors who are signatories to this Agreement. If a notification is sent as aforesaid, and if the terms of any new Agreement are not reached until after the expiration date of this Agreement, those terms finally agreed to shall be retroactive to the expiration date of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals at the City
of Long Branch, Monmouth County, New Jersey, on this ____ day of _____ 2017.

CITY OF LONG BRANCH

¹⁰⁷⁵
LOCAL ~~2003~~ CWA

Mayor Adam Schneider

Kevin P. Tauro 5-19-17
Kevin Tauro, ~~1075~~ President
Government, Monmouth County

ATTEST:

ATTEST:

City Clerk Kathy Schmelz

ATTEST:

ATTEST:

, Representative

, Representative

, Representative

, Representative

R# 130-17

**RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF LONG
BRANCH TO ENTER INTO AN AGREEMENT WITH THE
CWA LOCAL 1075 WHITE COLLAR UNION**

WHEREAS, the City of Long Branch recognizes that certain employees work in the City of Long Branch and are represented by the CWA Local 1075, White Collar; and

WHEREAS, active negotiations have been ongoing between the City of Long Branch and CWA Local 1075 White Collar; and

WHEREAS, labor counsel for the City of Long Branch has recommended to the City that it enter into an agreement with the CWA Local 1075, White Collar; and

WHEREAS, the contract shall take effect from January 1, 2016 and run through December 31, 2019.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch authorizes the Mayor to sign the agreement with the CWA Local 1075 White Collar Union.

MOVED: *Patrone*
SECONDED *Billings*

AYES: 3

NAYES: 0

ABSENT: 2- *Bastelli, Celli*

ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHWELZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 9/23/2017
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 24th DAY OF SEPTEMBER, 2017.
Kathy L. Schwelz
MUNICIPAL CLERK, R.M.C.

White Collar

AGREEMENT

Between the

CITY OF LONG BRANCH

And

LOCAL 1075

COMMUNICATION WORKERS OF AMERICA

AFL-CIO

JANUARY 1, 2016 TO DECEMBER 31, 2019

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ARTICLE I

RECOGNITION

- A. The employer hereby recognizes the union as the sole and exclusive collective bargaining representative for all full-time and part-time white-collar employees working more than twenty hours per week and excluding all other employees, including guards, supervisors, managerial executives, confidential employees and all other employees excluded under the Act.
- B. Whenever used herein, the terms "employee" or "employees" shall refer to employees in the negotiations unit noted above.
- C. In the event the City commences use of a new title properly falling within the white-collar bargaining unit, the parties will meet to discuss the appropriate salary level for said position. Any dispute as to the placement of a newly incorporated title in the bargaining unit will be submitted to NJ PERC for clarification. The titles below, including the associated Senior and Principal variations, are currently within the bargaining unit:

Clerk 1
Clerk 2
Clerk Bilingual
Keyboarding Clerk 1
Keyboarding Clerk 2
Registrar of Vital Statistics
Deputy Registrar of Vital Statistics
Bookkeeping Machine Operator
Student Assistant
Health Aide
Health Aide Supervisor
Animal Control Officer
Deputy Municipal Court Administrator
Violations Clerk
Assistant Violations Clerk
Police Records Clerk
Code Enforcement Officer
Telephone Operator
Public Works Investigator
Public Health Investigator
Account Clerk
Principal Account Clerk
Recreation Leader Senior Citizens
Recreation Program Coordinator
Public Safety Telecommunicator

Purchasing Assistant
Payroll Clerk
Assessing Aide
Data Processing Technician
Housing Assistance Technician
Assessing Aide
Records Support Technician
Assessor Trainee
Principal Payroll Clerk
Account Clerk Cashier
Clerk 1 Telephone Operator
Clerk 2 Typist

ARTICLE II

UNION SECURITY

- A. It is agreed that at the time of hire, new employees who fall within the negotiations unit, will be informed of the union's representation status and that they may join the union thirty-one (31) days thereafter, or pay to the union a Fair Share/Agency Fee in lieu thereof.
- B. The employer agrees to deduct from the wages of employees who submit Dues Authorization Cards, the dues uniformly required by the union pursuant to the provisions of N.J.S.A. 52:14-15.9E. The union shall notify the employer in writing of the amount of membership dues and/or fee.
- C. If an employee does not become a member of the union after thirty-one days employment, and during any period of time when this agreement is in effect, said employee will be assessed a Fair Share/Agency Fee equal to eighty-five percent (85%) of the regular dues amount payable by union members. Such deductions shall be handled in the same manner as normal dues deductions.
- D. All Dues and Fees deducted by the employer shall be forwarded on a monthly basis, along with a list of employees for whom such deductions were made, to the union office. Such transmittal shall be by check by the fifteenth (15th) day of the proceeding month.
- E. Any change in the amount of said dues or fees shall be communicated to the employer by the union at least thirty (30) calendar days in advance.
- F. No deduction will be made for any pay period in which there is insufficient pay available to cover the same after all other deductions required by law have been made.
- G. On or about the last day of each month, the employer will submit to the union a list of employees who began their employment during that month. The list will include name, title and hire date.
- H. The union agrees to indemnify, defend and save the city harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the city in reliance upon the salary deduction authorization cards submitted by the union to the city.
- I. The union agrees to establish and maintain a procedure by which a non-member employee may challenge the Agency Fee assessment in accordance with all applicable law. In the event a challenge is filed, the challenging employee's deductions shall be held in escrow by the city pending the resolution of said challenge.

ARTICLE III

UNION REPRESENTATION

- A. Designated representatives of the union may enter City facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. The union shall notify the Administrator or appropriate supervisor of its desire to enter upon the premises and such permission shall not be unreasonably withheld, provided there shall be no interference with the normal operations of the City.
- B. Shop Stewards shall be allowed a reasonable amount of time to process and investigate grievances. Stewards found abusing this privilege may be subject to disciplinary action.
- C. Whenever an employee is required to attend an investigatory interview, which may result in disciplinary action in excess of an oral reprimand, the employee shall be entitled to have a union representative present.
- D. Whenever an employee is issued written notification of disciplinary action, a copy thereof will be forwarded to the union office.
- E. **The City agrees that up to two members of the Union shall be granted up to eight one-half days per year of leave without loss of pay to attend Union conventions and meetings. The Union shall have complete discretion in determining how such leave shall be allocated (e.g., all eight half-days can be granted to a single individual). The Union shall give reasonable advance notice to the Chief Administrative Officer for the City of the dates in which those leaves shall be taken and the identity of the individual(s) who is to take said leave.**

ARTICLE IV

GRIEVANCE PROCEDURE

- A. A grievance is a complaint that there has been an improper application, interpretation or violation of this agreement. The purpose of this procedure is to secure a resolution of grievances at the lowest possible level.
- B. To be considered under this procedure, a grievance must be initiated within ten (10) calendar days after the grievant knew or should have known of the event giving rise to the grievance. Matters, which fall within the jurisdiction of the N.J. Department of Personnel, the Merit System Board or the Public Employment Relations Commission shall not be subject to this procedure.
- C. Failure by the City to adhere to the time limits specified herein shall permit the union 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 a waiver of further appeal of the decision. The time limits at any step may be extended by mutual agreement of the parties.

Step One:

The grievance shall be taken up orally between the employee, the shop steward, and the supervisor in an effort to settle the matter informally.

Step Two:

If no settlement is reached at Step One, the grievance shall be reduced to writing and presented to the appropriate supervisor within ten (10) calendar days. The supervisor shall, within five (5) working days thereafter provide a written answer to the grievance.

Step Three:

If the grievance remains unsettled on the basis of the supervisor's answer at Step Two, the Union may forward the written grievance to the Administrator within ten (10) calendar days. Within ten (10) working days thereafter, a meeting will be arranged between the Administrator and the Union to discuss the grievance. A written decision by the Administrator shall be rendered within ten (10) working days of said meeting.

Step Four:

In the event the grievance is not satisfactorily settled at Step Three, the Union may, within thirty (30) calendar days, submit the matter to arbitration pursuant to the rules and regulations of the N.J. PERC.

The Arbitrator shall have full power to resolve the dispute and his decision shall be final and binding on both parties.

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. Attendance at arbitration hearings shall be limited to the parties that have a direct interest in the outcome of said hearing, such as witnesses and major representatives of each party.

The costs of the Arbitrator shall be borne equally by the parties. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

ARTICLE V

SENIORITY.

- A. The first ninety (90) calendar days of employment shall be considered a probationary period. Upon completion of said period an employee shall have seniority status from the date of hire.
- B. Probationary employees may be disciplined and/or discharged by the City for any reason whatsoever, and shall have no recourse to the grievance procedure under this agreement.
- C. The City shall establish and maintain a seniority list of bargaining unit employees. Such list will be provided to the Union on an annual basis and updated whenever changes occur thereto.
- D. In the event of layoff or promotion Civil Service regulations shall govern.

ARTICLE VI

PROMOTIONS & VACANCIES

- A. Whenever a newly created job or vacancy in an existing position occurs, and the City decides to fill such position, notice of such shall be posted on all bulletin boards for a period of five (5) working days. Such notice shall contain a description of the job and the rate of pay. Employees wishing to bid for such openings shall sign their name to the notice.
- B. Following the posting period, the employer may award the job to the most senior qualified bidder. Final determination as to which employee will be awarded the posted job will be made by the employer. Employees will be considered on the basis of seniority and ability to perform the work required. Vacancies shall be filled in accordance with applicable Civil Service rules and regulations.

ARTICLE VII

HOURS OF WORK & OVERTIME

- A. The normal workweek for clerical employees shall be forty (40) hours, consisting of eight hours per day, Monday through Friday. There shall be a one-hour paid lunch period.
- B. The normal workweek for Communication Operators shall be forty (40) hours, consisting of eight hours per day. There shall be a one-hour paid lunch period. In the event work requirements prevent an Operator from taking their meal period away from the work area, the employee will receive one hour of Compensatory Time in lieu thereof. Overtime slots will be posted prior to temporary employees being assigned.
- C. All hours worked in excess of eight (8) per day or forty (40) per week, shall be compensated at the overtime rate of one and one-half (1 ½) the employee's regular hourly rate. For purposes of calculating overtime, all earned time hours, including the one-hour paid lunch period, shall be considered as hours worked.
- D. Communication Operators fifteen (15) minute pre-shift reporting time is incorporated into, and compensated under, the current schedule in effect.
- E. Compensatory time may, at the employee's option, be taken in lieu of overtime pay to an accumulated maximum of forty (40) total hours. Compensatory time is calculated at the overtime rate of time and one-half.
- F. All hours worked on Saturday shall be paid at one and one-half (1 ½) the regular hourly rate. All hours worked on Sunday shall be paid at double (2X) the regular hourly rate.
- G. In the event an employee is called to back work after the conclusion of their shift, or at a time other than contiguous to their normal work day, the employee will be entitled to a minimum of two hours pay at time and one-half.
- H. Court Clerks will be on call for a period of one week duration on a rotating basis. They will receive a weekly stipend of \$180.00 for being on-call. The foregoing rate is compensation for up to ten hours of actual service per week. All hours actually worked in excess of ten per week shall be paid at the rate of time and one-half, unless such hours occur on a Sunday, in which event all hours shall be paid at the double time rate.

ARTICLE VIII

PART TIME EMPLOYEES

- A. Part time employees will be entitled to pro-rated fringe benefits including Holiday and other paid leave time.
- B. Part time employees working at least twenty-eight (28) hours per week are eligible for health insurance benefits on a pro rated basis. In such event, the employee will be required to pay the difference in the cost of premium for any coverage desired by the employee.

ARTICLE IX

HOLIDAYS

- A. The following days shall be recognized as paid holidays:

New Year's Day	Columbus Day
Martin Luther King Day	General Election Day
Veterans Day	President's Day
Thanksgiving Day	Good Friday
Day after Thanksgiving	Memorial Day
Independence Day	Labor Day
Christmas Eve	Christmas Day

- B. Holidays will be celebrated on the day designated for observation by the City schedule. Holidays falling on Saturday and/or Sunday shall be celebrated on the preceding Friday or proceeding Monday.
- C. All hours worked on a holiday will be paid at the premium rate of time and one-half. If the holiday work is performed on a Sunday the premium rate will be double time. Any premium pay for holiday work will be for work on the observance day only. Animal Control employees will be paid double time for working on a holiday.
- D. If a holiday falls within the vacation period of an employee, the employee will receive the holiday pay or an additional day of vacation at the employee's option.
- E. Communication Operators will be compensated for the above recognized Holidays with a lump sum payment, payable in one check, on or before November 30th of each calendar year.

ARTICLE X

VACATION & PERSONAL LEAVE

- A. All employees shall be entitled to paid vacation leave, if earned, each calendar year of employment in accordance with the following schedule:

In the first calendar year of service:	One day for each full month
One through Three years:	Twelve (12) days
Four through Twelve years:	Fifteen (15) days
Thirteen through Eighteen years:	Twenty (20) days
Nineteen or more years:	Twenty-Five (25) days

Increases in an employee's vacation leave and sick leave entitlements shall be granted by the City on January 1 of each calendar year regardless of the employee's initial date of hire.

- B. Vacation leave must be taken during the current calendar year unless extended by the department head. Any unused vacation may be carried forward into the next succeeding calendar year only.
- C. The annual entitlement of vacation shall be credited as of January 1st of each year. In the event an employee severs employment with the city after using more vacation time than that which would have been accrued on a pro-rata basis in any calendar year, the City shall deduct the value of the unearned days used from the employee's final paycheck.
- D. In special circumstances where an employee is unable to take accrued vacation within two calendar years due to urgent needs of the City, as determined by the Administrator, vacation carryover may be extended accordingly.
- E. When requested, an employee may receive vacation pay on the last working day before the employee's vacation period begins.
- F. At the time of separation from employment, an employee will be entitled to be paid for any accrued and unused vacation on a pro-rated basis. In the event of the death of the employee, such entitlement shall be paid to the estate.
- G. Employees shall be granted three (3) Personal Days annually. Except in the case of an emergency, forty-eight hours notice will be needed for use of Personal Days.
- H. All employees of the bargaining unit may use Vacation and Personal Days in one-half day increments.
- I. Personal days are not accumulative from year to year. New hires will receive Personal time on a pro rated basis in the first calendar year of employment.

ARTICLE XI

SICK LEAVE & DISABILITY

- A. Within the first calendar year of service, an employee shall earn one (1) day of paid sick leave for each month of service.
- B. After the first calendar year of service, each employee shall receive fifteen (15) days of sick leave for each year of service thereafter.
- C. After ten (10) years of continuous employment, each employee shall receive twenty (20) days of sick leave for each year of employment thereafter. Employees hired after 8-1-03 shall not be entitled to the above twenty-day provision.
- D. Unused sick leave shall accumulate to the employee's credit from year to year.
- E. When an employee (hired before 8-1-03) retires with a minimum of ten years of service, such employee shall be entitled to reimbursement for fifty percent (50%) of his unused accumulated sick leave, at the employee's then current rate of pay, up to a maximum reimbursement of \$15,000 in total. The retiring employee shall, if possible, notify the City of the intention to retire by November 1st of the preceding year. In the event of an employee's death, such entitlement shall be made to the employee's estate. Employees hired after 8-1-03 are not entitled to reimbursement for unused Sick Leave.
- F. Sick leave may be used only in one-half day or more increments.
- G. The appointing authority may require proof of illness whenever such requirement appears reasonable. In cases of chronic or recurring illness, only one physician certificate will be required for each period of six months. Abuse of sick leave may be cause for disciplinary action.
- H. The City shall continue to enroll its employees in the State Disability Plan.
- I. The City will adhere to the provisions of the Federal and State Family Medical Leave Acts pertaining to maternity and other applicable leaves.
- J. Any employee disabled due to occupational injury or disease may, on recommendation of the City and approval of the NJ Department of Personnel, be granted a leave of absence with full or reduced pay. Payments made for disability shall be reduced by the amount of worker's compensation awarded. Such leave shall not be granted beyond one year from the date of injury.
- K. **An employee who returns to work from a work-related injury and is required by the city's worker's compensation carrier to attend therapy on normal work hours for said work-related injury will be permitted to do so by the city.**

ARTICLE XII

MILITARY, BEREAVMENT & JURY DUTY LEAVE

- A. Any employee who is a member of the National Guard, Naval Militia or a reserve component of any of the armed forces of the United States and is required to engage in field training, or other active duty, shall be granted military leave of absence for the period of such duty. Seniority and insurance benefits shall be continued in full force during such leave. The City will pay the employee the difference between his service pay and his regular straight time pay for the scheduled working time lost.
- B. Any employee enlisting in or being drafted into military service shall maintain seniority rights during such period of military service. Upon honorable discharge from service, and upon application within ninety days thereof, such veteran shall be reinstated to the former position held or to a position of equal status.
- C. Each employee shall be entitled to a maximum of five (5) days bereavement leave without loss of pay, for the death of a member of the employee's immediate family. The immediate family is defined as: mother, father, mother-in-law, father-in-law, husband, wife, son, daughter, sister, brother, sister-in-law, brother-in-law, grandparent, grandchildren or any relative residing in the employee's household. Employees will be granted one (1) day leave without loss of pay to attend the funeral of an aunt, uncle, niece, nephew, or first cousin.
- D. Employees hired after 8-1-03 shall be entitled to three (3) days of bereavement leave without loss of pay, for the death of a member of the employee's immediate family. The immediate family is defined as: mother, father, mother-in-law, father-in-law, husband, wife, son, daughter, sister, brother, sister-in-law, brother-in-law, grandparent, grandchildren or any relative residing in the employee's household. Employees hired after 8-1-03 will not be entitled to paid bereavement leave to attend the funeral of an aunt, uncle or first cousin; but may use earned time to do so.
- E. Jury Duty leave shall be granted to any employee summoned to jury duty or as a witness in behalf of the City. Eligible employees shall receive full pay less any court compensation received during the leave period. Prior notice and proof of jury service must be presented prior to payment being made.

ARTICLE XIII

HEALTH INSURANCE & PENSION

- A. The City will provide health insurance and prescription drug coverage to employees through the New Jersey State Health Benefits Plan. Employees who opt to remain in the Traditional Indemnity Plan will pay \$200.00 per month to the City.
- B. Effective June 1, 2017, all employees receiving health insurance will contribute to the City for the cost of said health insurance at the "Tier Two" level established by Chapter 78 of New Jersey Statutes.
- C. The employer will have the right to change insurance carriers or plans provided that substantially similar or better benefits are provided.
- D. The employer has the right to increase the payout amount for employees who opt out of City sponsored health coverage.
- E. A labor/management committee will be established to explore alternate health insurance options. Said committee shall have full access to all necessary information and shall be provided reasonable time during normal working hours.
- F. The employer will continue to enroll all employees in N.J. PERS pension system and make any contributions required to maintain the employee's status in the Plan.
- G. The City will continue to provide a Dental Plan for employees and dependents at least equivalent in coverage levels and deductible costs as is currently in place.
- H. The City shall provide \$5,000.00 of life insurance for all employees and all employees retired under the provisions of the New Jersey Public Employee Retirement Program. Any retired employee who elects to participate in this program shall reimburse the City for the life insurance premiums paid by the City for said insurance.

ARTICLE XIV

MISCELLANEOUS

- A. It is agreed that the City and the Union will continue their practice of not discriminating against any employee on the basis of race, color, creed, religion, nationality, sex or sexual orientation. In addition, no employee shall be discriminated against because of activity or inactivity with respect to union affairs.
- B. No employee shall make or be requested to make any agreement, or enter into any understanding, inconsistent with the terms of this agreement.
- C. The employer shall provide reasonable bulletin board space for the posting of union notices.
- D. Employees shall have the right to review their personnel files and to have any discrepancies removed or corrected. In the event of a disagreement as to an item contained therein, the employee has the right to place in the file a statement concerning said item.
- E. If an employee is required to attend training courses related to their position with the City, and such course has been approved by the Administrator, said employee shall be entitled to time off to attend, without loss of pay if during normal working hours, plus reimbursement for travel at the rate of .30 cents per mile.
- F. Any benefit that the employees are enjoying now, which is set forth in the City Ordinance but not mentioned in this agreement, shall remain in full force.
- G. Notice of all title changes, promotions, changes in rate of pay, other than annual increases per contract, transfers or reclassifications shall be given in writing to the shop steward and the union office.
- H. Employees utilizing FMLA or FLA leave time for maternity reasons may, at the City's sole discretion, be required to exhaust accumulated sick leave and vacation leave in accordance with the law. However, such employees will be allowed to maintain up to ten (10) days of sick leave for use after return from maternity leave.
- I. When the City decides to dismiss employees after a half day worked, court and police records employees will be dismissed at 11:30 A.M., as opposed to 12:00 P.M. for City employees whose shift begins later than court and police record employees.

ARTICLE XV

SEPARATION & SEVERANCE

- A. Employees who resign will tender their resignation in writing, if possible, at least two weeks prior to the effective date of the resignation, in order to provide sufficient time for appointing and training a successor.
- B. Upon leaving the service of the City, an employee who resigns in good standing will be entitled to payment for any earned and unused vacation and personal time.

ARTICLE XVI

SEPARABILITY & SAVINGS

- A. If any provision of this agreement or any application of this agreement to any employee, or group of employees, is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect. In such an event, the parties shall meet to negotiate new language to replace the clause(s) deemed invalid.

ARTICLE XVII

FULLY BARGAINED PROVISIONS

- A. This agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues, which were or could have been subject to negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any matter whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated this agreement.

ARTICLE XVIII

COMMUNICATIONS OPERATORS MISCELLANEOUS

- A. The City will reopen negotiations with Local 1038 concerning Communication Operators in the event Local 1038 members assume dispatch functions presently being handled by the Monmouth County 911 center.
- B. Communication Operators assigned to the training of new employees will receive one additional Vacation Day for each such employee trained. This will apply to a regular training regimen spanning several weeks and not to incidental occasions of training.
- C. Overtime assignments for Communication Operators will be handled as follows:

Unanticipated Shortage Requiring Overtime (i.e. sick out):

- 1. Existing shift offered overtime
- 2. Following shift offered overtime
- 3. Off Duty Dispatcher called in order of seniority
- 4. Patrolman hired

Anticipated Overtime (i.e. holidays):

- 1. Patrol Commander posts available slots
- 2. Slots filled on basis of seniority

ARTICLE XIX

SALARY

- A. Employees shall be paid pursuant to the salary guides attached to this Agreement as Schedule A. New employees may be placed on the guide above Step One provided they are not placed at a step higher than a more senior employee in the same title.
- B. Effective January 1, 2016, the salary guides will be improved by 2%.
Effective January 1, 2017, the salary guides will be improved by 2%.
Effective January 1, 2018, the salary guides will be improved by 2%.
Effective January 1, 2019, the salary guides will be improved by 2%.
- C. Step progression shall occur each January 1st.
- D. Effective January 1, 2018, all communication operators will be moved, for salary guide purposes, from Guide 1 to Guide 2.

DURATION OF AGREEMENT

This Agreement shall become effective January 1, 2016 and shall continue in full force and effect through December 31, 2019.

This Agreement shall automatically renew itself from year to year thereafter, unless either of the parties is given notice in writing no sooner than one hundred twenty (120) days prior to the expiration date to change or modify or terminate this agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers.

CITY OF LONG BRANCH**LOCAL 1075 CWA**

Mayor Adam Schneider

Kevin P. Tauro 5-19-17
Kevin Tauro, ~~1st~~ President,
Local Government, Monmouth County

Dated:**Dated:****ATTEST:****ATTEST:**

Dated:

Dated:

Kathy Schmelz, City Clerk**ATTEST:**

Dated:

Shop Steward

Shop Steward

R# 131-17

**RESOLUTION AWARDING BID
CONTRACT FOR MANAHASSETT CREEK PARK
PHASE 3 IMPROVEMENTS**

WHEREAS, the City of Long Branch has the need to contract for Manahasset Creek Park Phase 3 Improvements and;

WHEREAS, through a fair and open process, the City has advertised to receive bids on May 10, 2017 for Manahasset Creek Park Phase 3 Improvements and the following bids were received as followed:

	Base Bid
Thor Construction	\$591,677.00
Precise Construction	\$603,565.00
Sussman Enterprises	\$689,446.00
Catel Inc	\$691,195.00
Down to Earth Landscaping	\$839,728.00

WHEREAS, the bid documents were reviewed by the Purchasing Agent, and D.W.Smith Engineer and found to be in order; and

WHEREAS, it is the recommendation of the Engineer that it is in the City's best interest to award a contract to **Thor Construction** as the low bidder; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds form attached hereto, that funds for these contracts are available in, **Appro. #C-04-124-602, in the amount of \$499,200.00. Appro. #C-04-124-601, in the amount of \$91,495.00. Appro. #H-02-042-305, in the amount of \$982.00. Grand Total of \$591,677.00**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch, and it is the recommendation of the Engineer and in the City's best interest that a contract be awarded to **Thor Construction** for Manahasset Creek Park Phase 3 Improvements, in accordance with the bid specifications and proposal, for a sum not to exceed **\$591,677.00**.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to execute any and all necessary documents pursuant to said award.

OFFERED: Pallone
SECOND: Billings
AYES: 3
NAYES: 0
ABSENT: 2- Bustelli, Celli
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 5/23/2017
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY, THIS 24th DAY OF May, 2017

Kathy L. Schmeltz
Municipal Clerk

**CITY OF LONG BRANCH
OFFICE OF THE FINANCE DIRECTOR
344 BROADWAY
LONG BRANCH, NJ 07740**

CERTIFICATION OF CHIEF FINANCIAL OFFICER

As the Chief Financial Officer of the City of Long Branch, I certify that funds are available for award of the following contracts/agreements:

CONTRACT MANAHASSETT CREEK PARK PHASE 3 IMPROVEMENTS

Said contract being made as follows:

THOR CONSTRUCTION	591,677.00
--------------------------	-------------------

Said funds being available in the form of:

C-04-124-602 - \$499,200.00	C-04-124-601 \$91,495.00 -	H-02- 042-606
- \$982.00	FOR A GRAND TOTAL \$591,677.00	



Michael Martin
Chief Financial Officer

5/16/17
Date

RESOLUTION AWARDING CONTRACT FOR INSTALLATION OF A WIRELESS WAN INFRASTRUCTURE PROJECT BEACHFRONT NORTH AND CHELSEA AVENUE

WHEREAS, the City of Long Branch has the need to contract for installation of communication and camera equipment in Beachfront North Chelsea Avenue; and

WHEREAS, in accordance with NJSA 40A:11-12, the City may award a contract without publicly advertising for bids when purchasing under any contract entered into on behalf of the State of New Jersey by the Division of Purchase and Property in the Department of Treasury; and

WHEREAS, there exist a New Jersey State Contract for radio communication equipment and repair services categories, and it is the recommendation of Department of Public Safety and the Director Community Development, that the services offered by **NJ Business Systems Inc.** will meet the City's need to provide a superior, communication and camera equipment system; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form attached hereto, that funds are available for this project installation from Item # **7-01-450-714, in the amount of \$59,987.00**; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that a contract be awarded to **NJ Business Systems Inc.** for installation of communication and camera equipment in Beachfront North Chelsea Avenue as detailed the proposal annexed hereto, in accordance with the terms and conditions of State Contract #A83899, **for a sum not to exceed \$59,987.00.**

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to execute any and all necessary document pursuant to said award.

OFFERED: Pallone
 SECOND: Billings
 AYES: 3
 NAYES: 0
 ABSENT: 2-Bastelli, Celli
 ABSTAIN: 0

STATE OF NEW JERSEY
 COUNTY OF MONMOUTH
 CITY OF LONG BRANCH
 I, KATHY L. SCHMIDT, MUNICIPAL CLERK OF THE CITY OF
 LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
 TO BE A TRUE, COMPLETE AND CORRECT COPY OF
 RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
 REGULAR MEETING HELD ON 5/25/2017

IN WITNESS WHEREOF, I HAVE HEREUNTO SET
 MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
 CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
 JERSEY, THIS 26th DAY OF MAY, 2017

Kathy L. Schmidt
 MUNICIPAL CLERK, R.M.C.

**CITY OF LONG BRANCH
OFFICE OF THE FINANCE DIRECTOR
344 BROADWAY
LONG BRANCH, NJ 07740**

CERTIFICATION OF CHIEF FINANCIAL OFFICER

As the Chief Financial Officer of the City of Long Branch, I certify that funds are available for award of the following contracts/agreements:

**CONTRACT TO PURCHASE COMMUNICATION CAMERA EQUIPMENT
BEACHFRONT NORTH CHELSEA AVE**

Said contract being made as follows:

NEW JERSEY BUSINESS SYSTEMS \$59,987.00

Said funds being available in the form of:

7-01-450-714 \$59,987.00



Michael Martin
Chief Financial Officer

5/16/17
Date



BUSINESS SYSTEMS, INC.

7C Marlen Drive, Robbinsville, NJ 08691 (609) 587-5500 Fax (609) 587-6660 www.njbs.com

The City of Long Branch: Long Branch PD Wireless WAN Infrastructure Project – Beach Front Chelsea Avenue Gazebo

Scope of Work

At the request of the City of Long Branch (Police Department), NJBS & LTW have provided a proposal to install a new wireless WAN infrastructure to provide reliable wireless connectivity to the Beach Front Chelsea Avenue Gazebo.

Part #	Description	Qty.	Price	Extended
WALL-MOUNT-KIT	Wall Mount Kit #1	1	\$ 388.50	\$ 388.50
19inchRack*0	Ceragon 19" Rack	0	\$ 945.00	\$ -
SF2B/AC/2GE8UTP/POE4AM	8 Port Hardened Switch with 4 POE Ports	1	\$ 1,810.50	\$ 1,810.50
CONN-WP	Ceragon Connector Weatherproofing Kit	2	\$ 66.00	\$ 132.00
CT-INT-30CM	Cable ties for internal cabling (30cm)	2	\$ 92.00	\$ 184.00
CAT5E-OSP-SHIELDED	Outdoor Cat5E Cable, Shielded/ft	1000	\$ 1.08	\$ 1,080.00
CBL-COAX-6ft-01	Redline Cable Coax Jumper	1	\$ 165.75	\$ 165.75
RAS-SYS-1A-GPS4954-01	Redline RDL3000 XP RAS Elite Unit 4.9 GHz	1	\$ 5,395.50	\$ 5,395.50
RW-2049-1080	Radwin 2000 D 1080HP	1	\$ 3,600.00	\$ 3,600.00
RW-9612-5001	Radwin Antenna 1.2' DP	1	\$ 416.50	\$ 416.50
3K-RM-MNT-04	Redline Mount Kit RAS-Elite Pole Mount	1	\$ 420.75	\$ 420.75
TECHNICIAN	Wireless Installation, Per Schedule "I"	80	\$ 130.00	\$ 10,400.00
ENGINEER	Wireless Engineering, Per Schedule "I"	40	\$ 150.00	\$ 6,000.00
TOTAL				\$ 29,993.50

New Jersey Business Systems
This Price Quotation Valid for 60 Days
New Jersey State Contract:
T-0109 Radio Communications & Equipment
Contract #83899

Date: 5/4/17



BUSINESS SYSTEMS, INC.

7C Marlen Drive, Robbinsville, NJ 08691 (609) 587-5500 Fax (609) 587-6660 www.njbs.com

The City of Long Branch: Long Branch PD Wireless WAN Infrastructure Project – Beach Front North Band Shell

Scope of Work

At the request of the City of Long Branch (Police Department), NJBS & LTW have provided a proposal to install a new wireless WAN infrastructure to provide reliable wireless connectivity to the Beach Front North Band Shell.

Part #	Description	Qty.	Price	Extended
WALL-MOUNT-KIT	Wall Mount Kit #1	1	\$ 388.50	\$ 388.50
19inchRack*0	Ceragon 19" Rack	0	\$ 945.00	\$ -
SF2/B/AC/2GE8UTP/POE4AM	8 Port Hardened Switch with 4 POE Ports	1	\$ 1,810.50	\$ 1,810.50
CONN-WP	Ceragon Connector Weatherproofing Kit	2	\$ 66.00	\$ 132.00
CT-INT-30CM	Cable ties for internal cabling (30cm)	2	\$ 92.00	\$ 184.00
CAT5E-OSP-SHIELDED	Outdoor Cat5E Cable, Shielded/ft	1000	\$ 1.08	\$ 1,080.00
CBL-COAX-6ft-01	Redline Cable Coax Jumper	1	\$ 165.75	\$ 165.75
RAS-SYS-IA-GPS4954-01	Redline RDL3000 XP RAS Elite Unit 4.9 GHz	1	\$ 5,395.50	\$ 5,395.50
RW-2049-1080	Radwin 2000 D 1080HP	1	\$ 3,600.00	\$ 3,600.00
RW-9612-5001	Radwin Antenna 1.2' DP	1	\$ 416.50	\$ 416.50
3K-RM-MNT-04	Redline Mount Kit RAS-Elite Pole Mount	1	\$ 420.75	\$ 420.75
TECHNICIAN	Wireless Installation, Per Schedule "I"	80	\$ 130.00	\$ 10,400.00
ENGINEER	Wireless Engineering, Per Schedule "I"	40	\$ 150.00	\$ 6,000.00
TOTAL				\$ 29,993.50

New Jersey Business Systems
This Price Quotation Valid for 60 Days
New Jersey State Contract:
T-0109 Radio Communications & Equipment
Contract #83899

Date: 5/4/17

**RESOLUTION AWARDING CONTRACT FOR
LEASE/PURCHASE OF FIVE (5) DODGE CHARGER PPV VEHICLES
AND TWO (2) FORD INTERCEPTORS FOR THE POLICE DIVISION**

WHEREAS, the City has the need to lease/purchase five (5) Dodge Charger PPV vehicles and two (2) Ford interceptors for use by its Police Division; and

WHEREAS, in accordance with NJAC 5:34-7.21, et seq., the City may award a contract without publicly advertising for bids when purchasing under any contract entered into by the Cranford Police Cooperative Pricing System; and

WHEREAS, the Cranford Police Cooperative System through a fair and open process, has awarded a contract for 36 month lease/purchase of a 2017 Dodge Charger PPV, 2017 Ford Police interceptor (Contract # 14-01) from Beyer Dodge/Ford 170 Ridgedale Avenue Morristown, NJ for a cost **not to exceed \$68,158.92** in accordance with the documents annexed hereto, and it is the recommendation of the Police Director that this equipment will meet the Division of Police needs, and that it is in the City's best interest to award a contract to this company for said equipment; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form attached hereto, that funds are available for this 36 month lease/purchase from the , **Appro. Line Item #7-01-062-399, in the amount of \$68,158.92**, with continuation of this contract contingent upon provision of additional funds by appropriation transfer, emergency appropriation and/or provision of adequate funds in the 2017 and future budgets

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that a contract be awarded to Beyer Dodge/Ford, for lease/purchase of five (5) Dodge Charger PPV, two (2) Ford Police Interceptors (Contract # 14-01) from Beyer/Ford Dodge 170 Ridgedale Avenue Morristown, NJ in accordance with the terms and conditions of Cranford Police Cooperative Pricing System (Contract # 14-01) **for a cost not to exceed \$68,158.92.**

BE IT FURTHER RESOLVED that, subsequent to execution of the contract documents by Beyer Dodge/Ford, the City Hereby approves

assignment of the lease payments to Ford Credit as detailed in the Cranford police Cooperative System proposal.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to execute any and all necessary document pursuant to said agreement.

OFFERED: Palbone
SECOND: Giulings
AYES: 3
NAYES: 0
ABSENT: 2-Bustelli Celli
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 5/23/2014
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 24th DAY OF MAY 2014
Kathy L. Schmeltz
MUNICIPAL CLERK, R.M.C.

CITY OF LONG BRANCH
OFFICE OF THE FINANCE DIRECTOR
344 BROADWAY
LONG BRANCH, NJ 07740

CERTIFICATION OF CHIEF FINANCIAL OFFICER

As the Chief Financial Officer of the City of Long Branch, I certify that funds are available for award of the following contracts/agreements:

THREE YEAR CONTRACT FOR LEASE PURCHASE POLICE DIVISION (7) VEHICLES

Said contract being made as follows:

FORD MOTOR CREDIT CO.INC. \$68,158.92

Said funds being available in the form of:

POLICE DIVISION # 7-01-062-399- \$68,158.92
*** CONTINUATION OF THIS CONTRACT IS CONTINGENT UPON PROVISION OF ADDITIONAL FUNDS BY APPROPRIATION TRANSFER, EMERGENCY APPROPRIATION, AND PROVISION OF ADEQUATE FUNDS IN THE 2017 ADOPTED AND FUTURE BUDGETS.**



Michael Martin, Chief Financial Officer

5/16/17

Date



BEYER FORD

170 Ridgedale Ave.
Morristown, NJ 07960

Quote

To:

From: Brooks Buxton
Phone/Fax: (973) 319-7009 / (973) 884-2650
Vehicle: Beyer Fleet
Pick Up: 31 Williams Parkway
Location: East Hanover, NJ 07936

2017 POLICE INTERCEPTOR SUV CRANFORD CONTRACT #47-CPCPS, ITEM #2

Mechanical

Engine: 3.7L V6 TI-VCT FFV
Transmission: 6-Speed Automatic
3.65 Axle Ratio (STD)
Transmission w/Oil Cooler
Automatic Full-Time All-Wheel Drive
Engine Oil Cooler
78-Amp/Hr 750CCA Maintenance-Free Battery
HD 220 Amp Alternator
Electric Power-Assist Steering
18.6 Gal. Fuel Tank
Multi-Link Rear Suspension w/Coil Springs
4-Wheel Disc Brakes w/4-Wheel ABS

Exterior

Wheels: 18" x 8" 5-Spoke Painted Black Steel
Tires: P245/55R18 AS BSW
Steel Spare Wheel
Spare Tire Mounted Inside Under Cargo
Body-Colored Front Bumper w/Black Rub Strip/Fascia
Black Power Side Mirrors w/Convex Spotter and Manual
Fixed Rear Window w/Fixed Interval Wiper
Deep Tinted Glass
Speed Sensitive Variable Intermittent Wipers
Front Windshield -inc: Sun Visor Strip
Galvanized Steel/Aluminum Panels
Liftgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Projector Beam Led Low Beam Headlamps
LED Brake Lights
entertainment
Radio: MyFord AM/FM/CD/MP3
Integrated Roof Antenna

Interior

60-40 Folding Split-Bench Front Facing Fold Forward Seatback
Manual Tilt Steering Column
Power Rear Windows and Fixed 3rd Row Windows
5 Person Seating Capacity
Remote Releases -Inc: Power Trunk/Hatch
Cruise Control w/Steering Wheel Controls
Manual Air Conditioning
Day-Night Rearview Mirror
Driver And Passenger Visor Vanity Mirrors
Full Vinyl/Rubber Floor Covering
Cargo Features -Inc: Cargo Tray/Organizer
Cargo Space Lights
Dashboard Storage, Driver And Passenger Door Bins
Power Adjustable Pedals
Power 1st Row Windows w/Driver And Passenger 1-Touch
Power Door Locks
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints
2 12V DC Power Outlets
Air Filtration
Safety-mechanical
ABS And Driveline Traction Control
Safety-exterior
Side Impact Beams
Safety-interior
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Safety Canopy System Curtain 1st And 2nd Row Airbags
Rear Child Safety Locks
Rear Camera w/Washer

Additional Contract Specific Items

Two-Tone Paint
Driverside Spotlight (LED)
Fleet Key (1435X)

Dark Car Feature
Cargo Dome Lamp
Noise Suppression

Base Price \$ 25,050.00

Options for Interceptor SUV

Fleet Key Code 1284X	\$	
Solid Color Paint	\$	(100.00)
3.5L EcoBoost Engine	\$	3,407.00
Front Headlamp/ Police Interceptor Housing Drilled	\$	125.00
Tail lamp/ Police Interceptor Housing Drilled	\$	60.00
(4) Remappable Steering Wheel Switches	\$	212.00
Rear Window Power Delete	\$	97.00
Rear Door Handles / Locks Inoperable	\$	35.00
SYNC	\$	310.00
Supply & Program (2) Ford Police Interceptor FOBs	\$	250.00

Option Total \$ **4,396.00**

Budget Total \$ **29,446.00**

Total for (2) Vehicles \$ **58,892.00**

Date: 2/1/2017

Quote is good for 60 Days



BEYER CHRYSLER DODGE JEEP **Quote**
RAM
 200 Ridgedale Ave.
 Morristown, NJ 07960

To:	From: Brooks Buxton						
	Phone/Fax: (973) 319-7009 / (973) 884-2650						
	<table border="1"> <tr> <td>Vehicle</td><td>Beyer Fleet</td></tr> <tr> <td>Pick Up</td><td>31 Williams Parkway</td></tr> <tr> <td>Location</td><td>East Hanover, NJ 07936</td></tr> </table>	Vehicle	Beyer Fleet	Pick Up	31 Williams Parkway	Location	East Hanover, NJ 07936
Vehicle	Beyer Fleet						
Pick Up	31 Williams Parkway						
Location	East Hanover, NJ 07936						

2017 DODGE CHARGER POLICE RWD
CRANFORD
CONTRACT 47-CPCPS, ITEM # 8

3.6L MPI 24-valve HO V6 engine	Black windshield moldings
*High speed engine controller	Halogen headlamps w/black headlamp bezels
*Severe duty engine cooling	Power mirrors
*Engine oil cooler	*Underhood lamp
Engine hour meter	Solar control glass
5-speed automatic transmission w/OD, Autostick	Variable-intermittent windshield wipers
Brake/park interlock	Body-color door handles
3.90 axle ratio	Front and rear license plate bracket
All-speed traction control	HD cloth front bucket seats
Electronic stability program	Driver/front passenger manual lumbar adjust
Rear wheel drive	Tilt steering wheel w/column mounted shift lever
800 CCA maintenance-free battery	Instrumentation-inc: 160 mph speedometer
160-amp alternator	Independently switched front dome lamp
Performance suspension	Manual day/night rear view mirror
Load leveling & height control	Power windows w/driver one-touch down feature
P225/60R18 performance BSW tires	Speed-sensitive power door locks
18" x 7.5" steel wheels w/bright hub caps	Speed control
Compact spare tire	Remote keyless entry
Performance tuned steering	Sentry Key theft deterrent system
4-wheel HD power anti-lock disc brakes	Power trunk lid release
Emergency brake assist	Security alarm
All-speed traction control	Power accessory delay
Passenger assist handles	Air conditioning
Illuminated entry	Front/rear climate control outlets
Urethane shift knob	Rear window defroster
Cargo compartment dress-up	AM/FM stereo-inc: CD player
4-wheel HD anti-lock disc brakes	Integrated rear window antenna
Emergency brake assist	Electronic stability program
Front advanced multi-stage airbags	Brake/park interlock
Front passenger seat belt alert	Base headliner module
Child seat upper tether anchors	Dual visors w/passenger visor mirror
Rear door child protection locks	

Contract Specific Items

Black Driver-Side Spot Lamp (LED)	Deactivate Rear Windows and Door Locks
Power Heated Mirrors	Two-Tone Paint
HD Cloth Front Bucket Seats w/Vinyl Rear	

Base Price \$ 22,410.00

2/1/2017

2017 Dodge Charger Options

5.7L V8 Hemi Engine	\$	1,769.00
All Wheel Drive Upgrade	\$	2,300.00
Solid Color Paint Discount	\$	(100.00)
Fleet Single Key System	\$	221.00
Fleet Park Assist Group (Camera/ Sensors)	\$	402.00

Option Total \$ 4,592.00

Budget Total \$ 27,002.00

Total for (5) Vehicles \$ 135,010.00

Date: 2/1/2017

Quote is good for 60 Days

To accept this quotation, sign here and return: _____

R# 134-17

**RESOLUTION AWARDING BID FOR
TWO YEAR CONTRACT FOR DISPOSAL AND TRANSPORTATION OF
LEAVES**

WHEREAS, the City of Long Branch has the need to contract for disposal and transportation of leaves collected by the Public Works Department from its curbside collection program; and

WHEREAS, through a fair and open process, the City has advertised to receive bids on May 11, 2017, for a two year contract for disposal and transportation of leaves, and the following bids were received:

Mazza Mulch Inc.
(\$6.43 cubic yard)

\$102,880

WHEREAS, the bid documents were reviewed by the Purchasing Agent, and found to be in order; and

WHEREAS, the bid price for 2015 was \$6.95 a cubic yard, which now will save the City \$8,320 over the next (2) two year contract; and

WHEREAS, it is the recommendation of the Public Works Director and the Purchasing Agent that it is in the City's best interest to award a contract to **Mazza Mulch Inc.** as the low bidder; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds form attached hereto, that funds for these contracts are available in the 2017 Budget, Department of Public Works, Recycling of Leaves, **Appro. #7-01-057-524, in the amount of \$40,000.00 with continuation of the contracts contingent upon provision of additional funds through appropriation transfer, emergency appropriation, and or additional funds in the 2017 adopted and future budgets.**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch, that a two year contract be awarded to **Mazza Mulch Inc.** for disposal and transportation of up to 16,000 cubic yards of leaves at \$6.43 cubic yard, in accordance with the bid specifications and proposal, **for a sum not to exceed \$102,880.**

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to execute any and all necessary documents pursuant to said award.

OFFERED: Pallone
SECOND: Billings
AYES: 3
NAYES: 0
ABSENT: 2- Bustelli, Celli
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMIDT, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 5/28/2017
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY, THIS 28 DAY OF MAY, 2017.
Kathy L. Schmidt
MUNICIPAL CLERK, R.M.C.

**CITY OF LONG BRANCH
OFFICE OF THE FINANCE DIRECTOR
344 BROADWAY
LONG BRANCH, NJ 07740**

CERTIFICATION OF CHIEF FINANCIAL OFFICER

As the Chief Financial Officer of the City of Long Branch, I certify that funds are available for award of the following contracts/agreements:

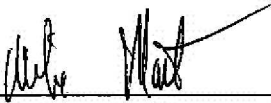
TWO YEAR CONTRACT FOR DISPOSAL AND TRANSPORTATION OF LEAVES

Said contract being made as follows:

MAZZA MULCH INC	\$ 102,880.00
------------------------	----------------------

Said funds being available in the form of:

RECYCLING OF LEAVES APPRO. # 7-01-057-524	\$40,00.00
* CONTINUATION OF THIS CONTRACT IS CONTINGENT UPON PROVISION OF ADDITIONAL FUNDS BY APPROPRIATION TRANSFER, EMERGENCY APPROPRIATION, AND PROVISION OF ADEQUATE FUNDS IN THE 2017 ADOPTED AND FUTURE BUDGETS.	



Michael Martin, Chief Financial Officer

6/6/17

Date

R# 135-17

RESOLUTION
APPROVAL PAYMENT OF BILLS

WHEREAS, the City Council of the City of Long Branch have examined the bills and the vouchers therefore that are contained on the attached list.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Long Branch that the payment of bills set forth on the attached list are hereby approved.

MOVED: Pallone

SECONDED: Billings

AYES: 3

NAYES: 0

ABSENT: 2 - Bustelli, Celli

ABSTAIN: 0

I hereby certify the foregoing to be a true
copy of a resolution adopted by the City Council
at their Regular meeting held on

5/23/2017

IN WITNESS WHEREOF, I have hereunto set
my hand and affixed the official seal of the City
of Long Branch, Monmouth County, New Jersey
this 24th day of May, 2017

Kathy L. Schmelz

Kathy L. Schmelz, RMC
City Clerk

PUBLIC NOTICE

Notice is hereby given that the following bills will be submitted for payment approval as of May 23, 2017. The original bills are on file in the Office of the Director of Finance of the City of Long Branch between the hours of 8:30 A.M. and 4:30 P.M. Monday through Friday.

A.C. Moore
 Ambassador Medical Services
 Anseli, Grimm & Aaron
 AT&T
 Baxter's Frame Works and Badge Frame
 Beverly Baxter
 Bollinger Insurance Inc.
 Carl F. Jennings
 Charles Shirley
 City of Long Branch Clearing Account
 City of Long Branch Clearing Account
 City of Long Branch Clearing Account
 City of Long Branch Clearing Account
 City of Long Branch Payroll Agency Account
 City of Long Branch Payroll Agency Account
 City of Long Branch Payroll Agency Account
 CWA Local 1075
 Dearborn National
 DiFrancesco, Bateman, Coley Et Al
 Fine Fare
 Finer Details
 Fire & Safety Services Ltd.
 Ford Motor Credit Co. 67-434
 Fred Migliacchio
 G&M Trophy Inc.
 Garden State Office Systems & Equipment
 Green Office, LLC
 Holman, Frenia, Allison P.C.
 Horizon Bluecross Blueshield
 Integrated Technical Systems, Inc.
 JAMM Printing
 Jersey Cape Diagnostics
 Jersey Central Power & Light
 Lanigan Associates Inc.
 Lapidus Décor
 Lawson Products, Inc.
 Long Branch Municipal Court
 Meadowslands Transportation
 Michael Irene, Jr.
 Michael Irene, Jr.

* DENOTES PREPAY

Supplies for Mother's Day Celebration - Senior Affairs		193.77	
Drug Testing - Human Services - March - April 2017		224.00	
Professional Services - General, Litigation, Redevelopment, Tax Appeals & Retainer - February 2017	*	21,803.24	
Telephone Service - Various Departments - Bills Dated 4/16 - 4/28/17	*	268.33	
Desk Name Plate - Police		35.00	
Ceramic Instruction - Senior Affairs - February - April 2017		1,962.50	
Accident Insurance - Recreation		364.00	
Beach Badge Change Fund - 2017		9,500.00	
Reimbursement - Expenses Incurred at National Hurricane Conference - Police/Fire	*	1,724.00	
To Reimburse Clearing Account		229,900.71	
To Reimburse Clearing Account	*	65,449.57	
To Reimburse Clearing Account	*	506,375.73	
To Reimburse Clearing Account - Payroll Dated 5/5/17	*	946,200.27	
Payroll Dated 5/5/17	*	906,989.58	
Payroll Dated 5/5/17 - FICA/Medicare	*	39,210.69	
Health Benefits - May 2017	*	428,643.01	
Dental & Vision Premium - May 2017	*	4,800.00	
Life Insurance Premium - May 2017	*	1,260.33	
Professional Services - Tax Appeals - February - March 2017	*	10,639.28	Pmt. # 2-3
Food for Police Academy - Senior Affairs		99.92	
Vehicle Lease/Purchase - Chevrolet Suburban - Police		250.00	
Vehicle Repairs & Supplies - Fire		412.91	
Lease - (4) Ford Focuses & (2) Ford Interceptors - Police	*	41,393.12	
Reimbursement - Vehicle Parts - Public Works	*	116.70	
Plaques - Recreation		500.00	
Office Equipment - Police		47,228.40	
Paper Shredding Service - March - May 2017		375.00	
Professional Services - 2016 Audit	*	10,000.00	Pmt. # 2
Dental Premium - May 2017	*	12,677.97	
Installation and Training for Additional Meters & Annual Hardware/Software - Administration		252,526.00	
Printed Forms & Materials - Police		1,405.00	
Adult and Student Seasonal Beach Badges - Recreation		1,270.50	
Electric - Various Departments - Bills Dated 3/1 - 5/1/17	*	5,049.37	
Vehicle Repairs & Supplies - Fire Prevention		170.57	
Cordless Blinds - Recreation	*	416.40	
Replacement Parts for Traffic Garage - Police		1,311.87	
Credit Card Processing Fees - Municipal Court	*	1,096.84	
UEZ Year-Round Shuttle - April 2017	*	3,500.00	Pmt. # 7
Legal Services - Zoning Board - April 2017	*	555.00	Pmt. # 3
Retainer - Zoning Board - April 2017	*	500.00	Pmt. # 3

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Monoc Hospital Service Corp.
 NEC Corp. of America
 New Jersey American Water Co.
 New Jersey Conference of Mayors
 New Jersey Motor Vehicle Commission
 New Jersey Natural Gas
 NJ State League of Municipalities
 Orion Healthcare Technology
 Party Fair
 Penguin Management, Inc.
 Pioneer Athletics
 Plosia Cohen, LLC
 Red Bank Veterinary Hospital
 Saker's Shoprites, Inc.
 Specialty Engine Rebuilding Inc.
 Talco Business Systems
 Tasc Fire Apparatus, Inc.
 Temperature Alert
 The Link News
 The Meers Group, Ltd.
 Timothy McGoughran
 Treasurer, State of NJ
 Untangle Inc.
 Vantage Point Real Estate Development Mgmt. LLC
 Verizon
 Vision Service Plan
 W.B. Mason Co, Inc.

TOTAL CURRENT

City of Long Branch Clearing Account
 Rubbercycle, LLC
 Vantage Point Real Estate Development Mgmt. LLC
 Whirl Construction

TOTAL CAPITAL

City of Long Branch Clearing Account
 City of Long Branch Clearing Account
 City of Long Branch Clearing Account
 City of Long Branch Clearing Account
 City of Long Branch Payroll Agency Account
 City of Long Branch Payroll Agency Account
 City of Long Branch Payroll Agency Account
 Dearborn National
 Horizon Bluecross Blueshield
 Long Branch Animal Hospital

* DENOTES PREPAY

EMT Refresher Class - Police
 Phone System Rental - May 2017
 Water - Various Departments - Bills Dated 3/23 - 4/25/17
 2017 Membership Dues - Mayor
 Registration Renewals for (2) Boats - Public Works
 Gas - Various Departments - Bills Dated 3/14 - 4/17/17
 2017 Membership Dues - Mayor's Office
 Accuare Licensing - Human Services
 Paper Goods and Decorations for Mother's Day Celebration - Senior Affairs
 Dispatch System Subscription - Fire
 Supplies - Recreation
 Professional Services - General Labor Matters - April 2017
 K-9 Exam - Police
 Food/Supplies for Mother's Day Celebration - Senior Affairs
 Rebuild Engine - Sanitation
 Thermal Paper - Police
 RAM Package - Fire
 Temperature Probe System - Police
 Various Ads - City Clerk's Office
 Municipal Appraisal Services - March - May 2017
 Municipal Court Conflict Judge - May 2017
 Non-EDRS Burial Permits - 1st Qtr. 2017
 Annual Subscription - Police
 Professional Services - General Redevelopment - April 2017
 Wireless Service - Various Departments - Bills Dated 4/12 - 4/24/17
 Vision Premium - May 2017
 Office Supplies - Various Departments

To Reimburse Clearing Account
 Rubber Surfacing for Handicapped Swing at Branchport Park - Recreation
 Professional Services - Pier Design - April 2017
 Replacement of Old Playground Equipment for Van Court Park - Recreation

To Reimburse Clearing Account
 To Reimburse Clearing Account
 To Reimburse Clearing Account
 To Reimburse Clearing Account - Payroll Dated 5/5/17
 Payroll Dated 5/5/17
 Payroll Dated 5/5/17 - FICA/Medicare
 Health Benefits - May 2017
 Life Insurance Premium - May 2017
 Dental Premium - May 2017
 Veterinary Services - April 2017

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

640.00
 3,132.23
 17,307.96
 695.00
 24.00
 10,922.74
 2,170.00
 1,800.00
 286.53
 2,347.00
 321.00
 12,375.00 Pmt. # 4
 265.32
 973.24
 7,219.65
 70.88
 8,407.50
 549.72
 2,017.07
 7,750.00 Pmt. # 1
 400.00 Pmt. # 4
 60.00
 1,080.00
 2,788.75 Pmt. # 4
 3,262.20
 1,147.31
 1,415.85

3,645,828.43

10,572.69
 11,980.00
 13,342.50 Pmt. # 4
 5,000.00

40,895.19

1,518.75
 164.77
 4,903.51
 5,985.80
 5,581.93
 403.87
 4,734.59
 11.01
 132.18
 278.00 Pmt. # 4

Verizon
Vision Service Plan

Wireless Service - Animal Control - Bills Dated 4/12 & 4/16/17
Vision Premium - May 2017

* 164.77
* 25.73

TOTAL ANIMAL CONTROL

23,904.91

Amsterdam Printing & Litho Co.
City of Long Branch Clearing Account
City of Long Branch Clearing Account
City of Long Branch Clearing Account
City of Long Branch Clearing Account
City of Long Branch Payroll Agency Account
Dunkin' Donuts
Jersey Central Power & Light
John Guire Company
New Jersey Natural Gas
R. V. Juhano Farms
Saker's Shoprites, Inc.

Calendars for League of Municipalities - Community Development
To Reimburse Clearing Account
To Reimburse Clearing Account
To Reimburse Clearing Account
To Reimburse Clearing Account - Payroll Dated 5/5/17
Payroll Dated 5/5/17
Coffee for CDBG Conference - Community Development - 5/10/17
Electric - Community Development - Bills Dated 3/29 - 5/1/17
Garden Materials & Supplies - Community Development
Gas - Community Development - Bills Dated 3/14 - 4/17/17
Trays of Spring Produce for Early Planting - Community Development
Food/Supplies for CDBG Conference - Community Development

1,026.28
3,929.37
257.74
103.11
* 4,653.01
* 4,653.01
* 35.98
* 103.11
3,164.28
* 257.74
130.00
137.96

TOTAL HUD

18,461.59

Ansell, Grimm & Aaron
AT&T
Christiana Trust as Custodian
City of Long Branch Clearing Account
City of Long Branch Clearing Account
City of Long Branch Clearing Account
City of Long Branch Clearing Account
City of Long Branch Payroll Agency Account
City of Long Branch Payroll Agency Account
City of Long Branch Payroll Agency Account
Danielle Golba & Associates
Dearborn National
FWD&L & Associates LP
Horizon Bluecross Blueshield
Kevin E. Kennedy, Esq.
Leon S. Avaldian, Inc.
Maser Consulting PA
McManimon, Scotland & Baumann, LLC
New Jersey Natural Gas
Trystone Capital Assets, LLC
Vantage Point Real Estate Development Management LLC
Vantage Point Real Estate Development Mgmt. LLC
Vantage Point Real Estate Development Mgmt. LLC
Vision Service Plan

Professional Services - Pier Village Phase III - February 2017
Telephone Service - Various Departments - Bills Dated 4/1 - 4/28/17
Tax Sale Premium
To Reimburse Clearing Account
To Reimburse Clearing Account
To Reimburse Clearing Account
To Reimburse Clearing Account - Payroll Dated 5/5/17
Payroll Dated 5/5/17
Payroll Dated 5/5/17 - FICA/Medicare
Health Benefits - May 2017
Professional Services - Various Escrows - Planning/Zoning Board
Life Insurance Premium - May 2017
Tax Sale Premium
Dental Premium - May 2017
Professional Services - Various Escrows - Zoning Board
Professional Services - Various Escrows - Planning/Zoning Board
Professional Services - Various Escrows - Zoning Board
Professional Services - Pier Village Phase III RAB Financing - March 2017
Gas - Community Development - Bills Dated 3/14 - 4/17/17
Tax Sale Premium
Professional Services - Black Ridge/Reich - March 2017
Professional Services - Long Branch Partners DRA - April 2017
Professional Services - Urge Redevelopment - April 2017
Vision Premium - May 2017

* 87.50
* 97.89
* 38,000.00
* 12,460.50
* 4,529.74
* 41,950.02
* 23,463.18
* 22,678.37
* 784.81
* 2,757.73
* 1,640.00
* 3.67
* 1,200.00
* 72.74
252.00
21,804.00
14,225.00
* 1,122.50 Pmt. # 14
* 128.15
* 1,000.00
* 3,118.75
* 6,322.50 Pmt. # 3
* 546.25 Pmt. # 10
* 13.33

TOTAL TRUST OTHER

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

198,258.63