

**MEMORANDUM OF AGREEMENT**

This **AGREEMENT** is reached between the Mainland PBA Local #77 (Egg Harbor Twp) (hereinafter referred to as “the PBA”) and the Township of Egg Harbor (hereinafter referred to as “the Township”) for the purpose of achieving a resolution to the anticipated economic shortfall besetting the Township for the 2011 year as pro-rated and related to the Township’s Police Department (\$100,000). It is acknowledged by the parties that this concession (\$100,000) is in addition to the \$100,000 overtime concession made by the PBA during the first quarter of 2011. The terms of this **AGREEMENT** have been approved and adopted by the Township’s governing body and approved and ratified by the PBA. The terms of this **AGREEMENT** are set forth below and if applicable, will supersede the current contractual language for the remainder of the 2011 calendar year.

1. The parties agree to the following:

- a. Clothing Allowance – The 2011 amount budgeted for Clothing Allowance is \$84,600. \$61,600 shall be utilized to meet the contractual obligation while \$23,000 shall be utilized by the Township towards the \$100,000 concession amount.

**SAVINGS = \$23,000**

- b. Tuition Reimbursement - The 2011 amount budgeted for Tuition Reimbursement is \$96,600. \$69,600 shall be utilized to meet the contractual obligation while \$27,000 shall be utilized by the Township towards the \$100,000 concession amount.

**SAVINGS = \$27,000**

**MEMORANDUM OF AGREEMENT**  
**Page 2 of 3**

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- c. Overtime - The 2011 amount budgeted for overtime is \$400,000. \$100,000 was given back to the Township for the period 1/1/11 – 4/1/11. Of the remaining \$300,000, \$250,000 shall be utilized effective April 1, 2011 to meet the contractual obligation (paid overtime) while \$50,000 shall be utilized by the Township towards the \$100,000 concession amount. Once the remaining \$250,000 payment for overtime is utilized, officers would receive compensatory time for the remainder of the 2011 year.

**SAVINGS = \$50,000**

2. The parties agree that paid overtime shall continue for any detail that is reimbursed to the Township by an outside employer, agency, grant, or state or federal program.
3. The Township agrees that based upon the terms of this Agreement, it has no plans to lay-off any police officers.
4. The parties agree that if the Township should institute any lay-offs in the police department during the 2011 year, the terms of this Agreement shall become null and void and all officers shall be made whole for any and all concessions granted pursuant to this Agreement.
5. The Township shall provide when requested by the PBA, documents and/or worksheets that show the economic state of the Township.
6. The parties agree that should additional lay-offs or other budget reductions become necessary during 2011, the parties will meet and discuss possible alternatives and/or resolutions prior to the implementation of any actions by the Township having an adverse effect on police officers.

**MEMORANDUM OF AGREEMENT**  
**Page 3 of 3**

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7. The terms of this Memorandum of Agreement shall cease on December 31, 2011.

By this **AGREEMENT**, the parties state their intent and in witness whereof, the parties have hereunto set their hands at the Township of Egg Harbor, County of Atlantic, New Jersey on this 28 day of April, 2011.


**FOR THE TOWNSHIP OF EGG HARBOR:**

  
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**JAMES J. MCCULLOUGH, MAYOR**

  
\_\_\_\_\_  
**EILEEN M. TEDESCO,**  
**TOWNSHIP CLERK**

**FOR MAINLAND PBA LOCAL #77**  
**(Egg Harbor Twp):**

 4/5/11  
\_\_\_\_\_  
**RAY THERIAULT, PBA PRESIDENT**

 4/5/11  
\_\_\_\_\_  
**KENNETH MARCHELLE**  
**PBA SHOP STEWARD**