

New Jersey Public Employment Relations Commission
POLICE AND FIRE
COLLECTIVE NEGOTIATIONS AGREEMENT SUMMARY FORM

Line #

SECTION I: Parties and Term of Contracts ✓

1 Public Employer: County: ✓

2 Employee Organization: Number of Employees in Unit: ✓

3 Base Year Contract Term: ✓

4 New Contract Term: ✓

SECTION II: Type of Contract Settlement (please check only one)

5 Contract settled without neutral assistance

6 Contract settled with assistance of mediator

7 Contract settled with assistance of fact-finder

8 Contract settled in Interest Arbitration

9 If contract was settled in Interest Arbitration, did the Arbitrator issue an Award? Yes No

SECTION III: Base Salary Calculation

The "base year" refers to the final year of the expiring or expired agreement.

N.J.S.A. 34:13A-16.7(a) defines base salary as follows: "'Base salary' means the salary provided pursuant to a salary guide or table and any amount provided pursuant to a salary increment, including any amount for longevity or length of service. It shall also include any other item agreed to by the parties, or any other item that was included in the base salary as understood by the parties in the prior contract. Base salary shall not include non-salary economic issues, pension and health and medical insurance costs."

10 Salary Costs in base year ✓

11 Longevity Costs in base year

12 Other base year salary costs

<input type="text" value="Detective Duties"/>	<input type="text" value="\$ 2,740.50"/> ✓
<input type="text" value="Overtime (extra day pay)"/>	<input type="text" value="\$ 47,973.66"/> ✓
<input type="text" value="Corporals"/>	<input type="text" value="\$ 4,910.00"/> ✓
<input type="text" value="Field Training Officer"/>	<input type="text" value="\$ 0"/>

Sum of "Other" Costs Listed in Line 12. ✓

13 Total Base Salary Cost: (sum of lines 10, 11, 12): ✓

SECTION IV: Increase in Base Salary Cost (for each year of New CNA)

14 Total Base Salary Cost from Line 13: \$ 1,063,070.93

Increases	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
15 Effective Date (month/day/year)	<u>1/1/2020</u>	<u>1/1/2021</u>	<u>1/1/2022</u>	<u>1/1/2023</u>		
16 Cost of Salary Increments (\$)	<u>\$136,906.25</u> ✓	<u>\$78,204.43</u> ✓	<u>\$84,032.82</u> ✓	<u>\$69,097.08</u> ✓		
17 Salary Increase Above Increments (\$)						
18 Longevity Increase (\$)						
19 Total Increased Cost for "Other" Items (\$)	<u>\$6,519.35</u> ✓	<u>\$3,724.02</u> ✓	<u>\$4,001.56</u> ✓	<u>\$3,290.34</u> ✓		
20 Total Increase (\$) (sum of lines 16-19)	<u>\$143,425.60</u> ✓	<u>\$81,928.45</u> ✓	<u>\$88,034.38</u> ✓	<u>\$72,387.42</u> ✓		

SECTION V: Average Increase Over Term of New CNA

21 Dollar Increase Over Life of Contract \$ 385,775.85 ✓ [Take sum of all amounts listed on Line 20 above]

22 Percentage Increase Over Life of Contract 36.29 % ✓ [Divide amount on Line 21 by amount on Line 14]

23 Average Percentage Increase Per Year 9.07 % ✓ [Divide percentage on Line 22 by number of years of the contract]

SECTION VI: Other Economic Items Outside Base Salary and Increases

		←Increases→						
24	Item Description	Base Year Cost (\$)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
	Detective Duties	\$2,740.50						
	Overtime	\$47,973.66	\$6,519.35	\$3,724.02	\$4,001.56	\$3,290.34		
	Corporals	\$4,910.00	\$2,455.00					
	Field Training Officer	\$0.00	\$1,000.00					
25	Totals (\$):	\$55,624.16	\$9,974.35	\$3,724.02	\$4,001.56	\$3,290.34		

SECTION VII: Medical Costs

		Base Year	Year 1
Insurance Costs			
26	Health Plan Cost	\$ 302,771.04	\$ 317,178.60
27	Prescription Plan Cost	\$ 57,004.32	\$ 56,165.64
28	Dental Plan Cost	\$ 21,800.00	\$ 24,400.00
29	Vision Plan Cost	\$ 3,400.00	\$ 3,800.00
30	Total Cost of Insurance	\$ 384,975.36	\$ 401,544.24

Employer: The Borough of Wildwood Crest

Employee Organization: PBA Local # 59 Officers

SECTION VII: Medical Costs (continued)

31	Employee Insurance Contributions	\$ <u>66,594.72</u>	\$ <u>89,486.64</u>
32	Contributions as % of Total Insurance Cost	<u>17</u> %	<u>22</u> %

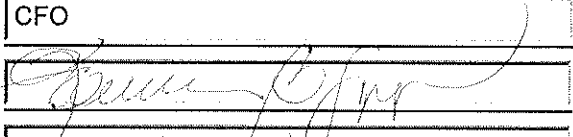
33 Identify any insurance changes that were included in this CNA.

SECTION VIII: Certification and Signature

34 The undersigned certifies that the foregoing figures are true:

Print Name: Francine Springer

Position/Title: CFO

Signature: 

Date: 2.5.2021

Send this completed and signed form along with an electronic copy of the contract and the signed certification form to: contracts@perc.state.nj.us

NJ Public Employment Relations Commission
Conciliation and Arbitration
PO Box 429
Trenton, NJ 08625
Phone: 609-292-9898

Revised 8/2016

AGREEMENT

between the

PBA LOCAL #59
(all employees below the rank of Lieutenant)

and

THE BOROUGH OF WILDWOOD CREST

January 1, 2020 through December 31, 2023

PC

XXI	PROBATIONARY PERIOD	43
XXII	COURT TIME	44
XXIII	INVESTIGATION OF POLICE OFFICERS	45&46
XXIV	RESIDENCY	47
XXV	POLICE SCHOOLS	48&49
XXVI	MISCELLANEOUS PROVISIONS	50&51
XXVII	MANAGEMENT RIGHTS	52&53
XXVIII	DURATION OF AGREEMENT	54
	EXHIBITS:	
	EXHIBIT A WAGE GUIDE	56
	EXHIBIT B INDIVIDUAL OFFICER SALARIES	56
	EXHIBIT B STATE HEALTH BENEFITS CONTRIBUTIONS	57&58
	EXHIBIT C DENTAL BENEFITS	59
	EXHIBIT D VISION BENEFITS	60
	EXHIBIT E UNIFORM ITEMS/INITIAL ISSUE AND REPLACEMENT	61
	EXHIBIT F RESOLUTION NO. 372-03	62
	EXHIBIT F MEMORANDUM OF UNDERSTANDING	63
	EXHIBIT F AMENDMENT TO AGREEMENT DATED 5/28/03	64

ARTICLE I

ASSOCIATION RECOGNITION

A. The Borough hereby recognizes the PBA as the sole and exclusive representative of all police officers, which includes patrolmen, detectives and other members of the Police Force below the rank of Lieutenant, covered under this Agreement, for the purpose of bargaining with respect to rates of pay, wages, hours of work and other working conditions.

B. The title "police officer" shall be defined to include the plural as well as the singular and to include males and females, but shall be limited to permanent, non-seasonal, officers of the police force.

ARTICLE III

MAINTENANCE OF STANDARDS

A. Subject to the application of applicable law, all conditions of employment relating to wages, hours of work and general working conditions presently in effect for employees shall be maintained at not less than the standards now in effect and the conditions shall be improved wherever specific conditions for improvement are made in this Agreement.

gc

ARTICLE V

RETENTION OF CIVIL RIGHTS

- A. Employees shall retain all civil rights under New Jersey and Federal laws.
- B. The Borough and the PBA agree that each provision of this Agreement shall equally apply to all covered employees and that there shall be no harassment or intimidation of, interference with, or illegal discrimination against an employee because of: age, sex, race, creed, skin color, national origin, nationality, ancestry, marital or civil union status, disability, handicap, genetic information, affectional or sexual orientation, blood trait, political activity, United States or State Armed Services activity. Harassment shall also include sexual harassment. All references to employees in this Agreement refer to both sexes and wherever the male gender is used, it shall be construed to include both male and female employees.

Effective for dependents of employees hired on or after January 1, 2013, this provision shall apply only where the employee is killed in the line of duty or retires on an accidental disability pension. In any event, this benefit shall cease upon the date on which the retiree is or would have been eligible for Medicare.

C. Both parties affecting the terms and conditions of this Agreement shall not in any form whatsoever negotiate away the rights of retirees guaranteed by this (or prior) contract or to otherwise permit the lessening of any benefit which is presently (or formerly) provided. Effective January 1, 2013, no employee may add a dependent upon or after retirement to be covered by any provision of this Agreement. For the purposes of this benefit, the dependent shall be defined as the specific individual that was covered at the time of the employee's retirement. For example, if an employee retires with coverage for himself and his spouse and, in retirement, his spouse passes away, the employee shall not be able to add any additional dependents, even if he remarries.

ARTICLE VIII

LEAVES OF ABSENCE

A. A leave of absence without pay may be granted for good cause to any permanent employee for a period up to twelve (12) months, subject to the provisions of the New Jersey Department of Personnel Rules and Regulations. Such leave shall be granted at the sole discretion of the Commissioner of Public Safety after recommendation from the Chief of Police.

B. Family Leave of Absence will be granted in accordance with the provisions of the "Federal Family and Medical Leave Act" (FMLA) and the "New Jersey Family Leave Act" (NJFLA) and the regulations promulgated pursuant to those statutes; as well as the Family Leave Policy adopted by the Borough of Wildwood Crest. Under the provisions of the FMLA, an employee may take a leave entitlement limited to a total of 12 workweeks during any 12-month period for any one or more of the reasons set forth under the FMLA. Under the provisions of the NJFLA, an employee may take a leave entitlement limited to a total of 12 weeks in any 24-month period for any one or more of the reasons set forth under the NJFLA. An employee shall be entitled to leave for the employee's own serious health condition (FMLA only), or the need to care for a spouse, child or parent with a serious health condition. In addition, an employee may take leave to care for a parent, child or parent-in-law. The circumstances under which leave may be taken vary depending on the type of leave requested and the Borough will grant leave in accordance with the provisions of the NJFLA, FMLA and the judicial decisions interpreting the requirements of each Act. Employees taking FMLA or NJFLA leaves will be required to use accrued sick leave, vacation and administrative leave concurrent with the approved leave. The Borough retains all rights to require proper certification from a health care provider pursuant to all applicable laws.

make this request. It is agreed that between June 15 and Labor Day, each officer shall be allowed to exhaust available compensatory time at the discretion of the Chief of Police. Such requests shall not be unreasonably or arbitrarily denied. All requests are to be made in writing not more than thirty (30) days prior to the time requested and all requests must be either approved or disapproved within seventy-two (72) hours of the request.

C. Call Back

If an employee is recalled to duty, he will be paid at the rate of time and one-half with a minimum of four (4) hours overtime, but an employee who remains on duty at the conclusion of a regular tour of duty, or is called into duty immediately prior to the start of his/her regular shift, will not be entitled to any minimum amount of overtime pay.

D. Court Time

Off-duty time devoted to court appearances shall be compensated in accordance with Article XXIII.

E. Stand By

When an employee is required to stand by at his/her residence, he shall be compensated for such stand-by time at his/her regular rate of pay.

F. 1. Amount of Compensatory Time

a. Effective January 1, 2007, no employee shall be permitted to accumulate more than two hundred and forty (240) compensatory hours. Any employee who has accumulated more than two hundred and forty (240) compensatory hours as of December 31, 2006 shall be frozen at that number and shall not be allowed to accumulate any more compensatory hours until such time as the employee's total compensatory hour bank drops below two hundred and forty (240) compensatory hours.

ARTICLE X

VACATIONS

A. Annual vacations shall be granted as follows:

First year,	Eight hours for each month worked
From 2 through 9 years.....	120 hours
From 10 through 14years.....	160 hours
From 15 through 19years.....	200 hours
From 20 to retirement.....	240 hours

B. Effective for employees hired on or after January 1, 2013, annual vacations shall be granted as follows:

First Year	Eight hours for each month worked
2 through 9 years	120 hours
10 through 14 years	160 hours
15 years through retirement	200 hours

C. Vacations shall be chosen by grade, then by seniority, and shall be taken from Labor Day to June 15th, excluding Memorial Day weekend, Memorial Day weekend runs from 4:00 p.m. Friday to 11:59 p.m. Monday. Vacations and holiday leave which encompass the major holidays: Easter, Thanksgiving, Christmas and New Year's Day shall be equitably divided among the members of the individual squads. An employee shall not be recalled from his/her vacation leave except in cases of dire emergency. All vacations must be sanctioned by the Chief of Police or his/her designee, and can be carried over to the next succeeding year only if the appointing authority determines that it cannot be taken because of pressure of work. Any vacation taken from Labor Day through June 15th shall be taken in a minimum of five (5) consecutive day increments, whenever possible, as determined by the personnel officer and/or the Chief of Police. In the event the twelve (12) hour shift schedule is in effect, any vacation taken from Labor Day through June 30th may be taken in a minimum of two (2) or three (3)

ARTICLE XI

HOLIDAYS

A. 1. Employees covered under this Agreement shall be entitled to a total of one hundred twelve (112) holiday hours per year which shall be set forth prior to each year in a Police Officers' Holiday Schedule that may or may not include dates that coincide with any other holiday schedule provided for any other group of Borough employees. The specific dates of the holidays designated in the Police Officers' Holiday Schedule shall be those dates upon which the holidays actually fall. In addition, the employee shall be entitled to three (3) days (thirty-six (36) hours) of personal holiday hours which may be taken, with the permission of the Chief of Police, at any time during the calendar year. An employee shall not be recalled from holiday leave except in cases of dire emergency.

2. Employees covered under this agreement shall be entitled to receive additional holiday hours above the one hundred twelve (112) specified in the Police Officers' Holiday Schedule only if such additional holidays are declared by federal, state, or local government and result in an increase in the total number of holidays provided to other Borough employees, thereby exceeding a total of fourteen (14) in any calendar year.

B. Employees who are scheduled to work on any of the holidays designated by the Borough as holidays shall receive one and one half times his normal rate of pay for any hours actually worked on the Borough designated holiday. Compensation may be in the form of overtime pay or compensatory time off as mutually agreed upon in advance by both parties. In the event the Borough designated holiday does not fall on the actual holiday (i.e., Christmas is on a Sunday and the "Borough designated holiday" is Monday, December 26) then the employee working the actual holiday will receive the holiday pay, not the employee working on the "Borough designated holiday."

4. The employee must reimburse the Borough within one (1) year in cases where sick time is credited in advance, taken with pay, but not actually earned by the employee. The Borough reserves the right to take appropriate action to recover monies uncollected. In the event an employee owes the Borough money for time credited, taken, but not actually earned, the Borough reserves the right to withhold from the employee's pay monies to be paid to the Borough as reimbursement to the Borough as a result of owed time. Where an employee is no longer in the employ of the Borough, the Borough reserves the right to apply all or part of the employee's wages from the employee's last paycheck by way of reimbursement of owed time.

C. Reporting of Absence on Sick Leave.

1. If an employee is absent for reasons that entitle him to Sick Leave, whether of short or long duration, the employee is required to notify the Chief of Police or his designee of the general reason for absence in accordance with the Standard Operations Procedure (SOP) of the Department subject to the application of HIPAA regulations.
2. Failure to so notify the Chief of Police or his designee may be cause for denial of the use of Sick Leave for that absence and constitute cause for disciplinary action.
3. Absence without notice for five (5) consecutive tours of duty for an employee assigned to an eight (8) hour tour of duty shall constitute a resignation not in good standing. Absence without notice for three (3) consecutive tours of duty for an employee assigned to a twelve (12) hour shift shall constitute a resignation not in good standing.

Borough by a physician or other designated health care provider designated by the Borough. Such examination shall establish whether the employee is capable of performing his normal duties and that his return to work will not jeopardize the health or safety of other employees. All such examinations shall be on the employee's own time and will not be compensated by the employer.

E. Payment at Retirement.

Effective January 1, 2013 any employee upon retirement who is eligible for compensation in accordance with Chapter 46 of the Borough Code, shall be entitled to compensation not to exceed \$15,000.00 which shall be paid in the first pay period after final adoption of the municipal budget in the year subsequent to the employee's effective date of retirement, unless requested by the employee to be paid in equal installments over a one (1), two (2), or three (3) year period. Notice shall be provided in accordance with Article VI of this Agreement. The parties agree that should the State of New Jersey enact a law that reduces a cap of \$15,000 then the parties agree that this shall become effective immediately, regardless of the contract terms.

F. Payment upon Death.

In the event of the death of an employee prior to his/her retirement, his/her estate shall be compensated for any already earned unused vacation, holiday and overtime accrued by said employee; also, one-half of his/her accumulated sick time. Compensation shall be made at the employee's regular hourly rate of pay, which shall be defined as the employee's base pay divided by 2,184. Compensation for sick leave pay shall not exceed \$15,000. However, the \$15,000 cap on sick leave shall not apply if the officer is

ARTICLE XIII

INSURANCE, HEALTH AND WELFARE

A. Hospitalization, Medical Care, Prescription Drug Benefits.

1. The Borough agrees to provide hospitalization insurance through the New Jersey State Health Benefits Plan, as it exists or as modified by the New Jersey State Health Benefit Plan (or any other substantially similar health benefit plan), including any changes in co-pays or deductibles that may be implemented by the New Jersey State Health Benefit Plan, for all employees and eligible dependents covered by this Agreement.

The Borough shall also provide a Co-Pay Prescription Plan for employees and dependents through the New Jersey State Health Benefits Plan. The co-payment shall be determined by the New Jersey State Health Benefits Plan and may be subject to future changes to reflect the then applicable NJSHBP Plan prescription co-pays.

The Borough provides the NJSHBP Direct 15/25 Plan for employees and their eligible dependents. An employee may select coverage of another Plan offered by the NJSHBP and in the event the selected plan costs more than the Direct 15/25 Plan then the employee shall be responsible for paying the costs of the increased premium for the selected coverage as well as any tax that may be incurred pursuant to the Affordable Care Act. Payment shall be made by equal payroll deductions.

In lieu of the NJSHBP Direct 15/25 Plan, the Borough, at its option, may provide for an alternate plan with higher co-payments and/or deductibles. In that event, the Borough will provide employees with a Health Care Reimbursement Card that would cover the costs of any increase in in-network, out of pocket, co-payments and/or deductibles.

All employees shall pay a cost contribution for Health Insurance Plan coverage in accordance with P.L. 2011, Chapter 78, Pension and Health Benefits Reform Law adopted June

B. Insurance Upon Retirement

1. Upon retirement from the Borough and under the Police and Fireman's Pension System with 25 years of creditable service in PFRS, and after twenty-five (25) years of service with the Borough, the Borough shall provide the retiring employee and his/her family with all insurance coverage listed in Section A of this Article, and shall continue said coverage until the death of said employee or for employees retiring on or after January 1, 2016, until the retiree reaches Medicare age, subject to the provisions of Article VI, Section C and Section D, and in accordance with the provisions of N.J.S.A. 40A:10 -23 as well as P.L. 2011, Chapter 78, Pension and Health Benefits Reform Law adopted June 28, 2011. Employees retiring on a state disability pension or retiring at age 62 or older with at least fifteen (15) years of service with the Borough shall also be eligible for retiree health benefits under this article.

(a) Definition of Twenty-Five Years of Service with the Borough. Twenty-five years of service with the Borough shall mean that service of the employee, in any position within the Borough, shall count as years of service for the purposes of satisfying the twenty-five year requirement. For example, if an employee has served in another department in the Borough, such as public works, or as a Special Law Enforcement Officer, those years of service shall count toward the requirement that the employee have twenty-five years of service with the Borough.

(b) Exception to Requirement of Twenty-Five Years of Service with the Borough. Those employees not needing twenty-five years of service with the Borough shall only be those employees, who, as of January 1, 2016 have purchased time or have had additional time recognized in PFRS which was earned through law enforcement service with another employer. Those employees and those employees only shall not be required to serve twenty-five years with the Borough in

become eligible for Medicare, retirees and any spouses/dependents shall no longer be eligible for any Borough provided health benefits including, but not limited to, any Medicare "wrap around" pay or Medicare reimbursement or dental insurance.

C. Legal Representation

1. In accordance with N.J.S.A. 40A:14-144 whenever an Employee covered by this Agreement is a defendant in any action or legal proceeding arising out of and directly related to the lawful exercise of police powers in the furtherance of his/her official duties, the Borough shall provide said Employee with the necessary means for the defense of such action or proceeding. In the event that an Employee utilizes counsel other than that supplied by the Borough, and fees and costs shall be agreed upon by the attorney and the Borough prior to the attorney performing such services.

The above does not apply for the defense of an Employee in a disciplinary proceeding instituted against him/her by the Borough or in criminal proceeding instituted as a result of a complaint on behalf of the Borough. If any such disciplinary or criminal proceeding instituted by or on complaint of the Borough shall be dismissed or finally determined in favor of the Employee, he/she shall be reimbursed for the expense of his/her defense.

2. The Borough shall supply to all police employees necessary legal advice and counsel in the defense of charges filed against them in performance of their duty of the settlement of claims for personal injury, death or property damage arising out of or in the course of their employment, and the Borough shall pay and satisfy all judgments against said employees from said claims, except to the extent that such judgments include punitive damages, and with regard to punitive damages, only to the extent that indemnification for such punitive damages is not contrary to law or public policy.

D. Death/Disablement of an Officer

ARTICLE XIV

EXCHANGE OF DAYS OFF

A. The member may request, and the Chief or his designee may grant, the request of any member of the department to exchange hours, duties or days off with another officer of equal rank pursuant to the rules and regulations of the Chief of Police or his/her designee. Such requests shall be granted on a uniform basis with standard rules and regulations applying to all employees making this request. Such requests shall not be unreasonably or arbitrarily denied. All requests are to be made in writing. In no event shall the exchange of days off create overtime.

7. Employees shall maintain their uniforms in good and clean condition and failure to do so shall be cause for disciplinary action.

B. Plain-Clothes Assignment Allowance.

The Borough shall provide permanent members of the police department on a yearly basis, with a plain-clothes assignment clothing allowance in the amount of Five Hundred Fifty Dollars (\$550.00), which shall be prorated commensurate with the portion of the year in which the assignment occurs. Permanent employees on seasonal plain clothes assignment shall be provided with an annual allowance of One Hundred Fifty Dollars (\$150.00).

ARTICLE XVII

GRIEVANCE PROCEDURE

A. Purpose

The purpose of this grievance procedure shall be to settle all grievances between the parties covered by this Agreement as quickly as possible, so as to assure efficiency and to promote employee morale. For the purpose of this Article, a grievance shall be defined as a controversy arising over the interpretation, application, or violation of policies, agreements and administrative decisions affecting the employees of the Wildwood Crest Police Force.

Grievances include minor discipline that provides for suspension but not for oral warnings, written reprimands, performance reviews or notices, affecting any employee covered by this Agreement.

B. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived, in writing, by mutual consent. The completion of the entire grievance procedure as outlined below shall be a condition precedent to the institution of any civil court action or any administrative procedure through any federal or state agency with regard to any grievance arising under the terms and conditions of this Agreement. Any time limits specified below shall be exclusive of Saturdays, Sundays, and legal holidays.

STEP ONE: The aggrieved employee shall institute an action under the provisions hereof within twenty (20) days of the date of notice, occurrence, and/or knowledge of the event giving rise to the grievance by filing a written summary of said grievance with the Chief of Police. Failure to act within said twenty (20) days shall be deemed to constitute an

authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. Only one (1) issue shall be submitted to an arbitrator unless the parties agree otherwise. The cost of the service of the arbitrator shall be borne equally by the Borough and the Association. Any other expenses including, but not limited to the presentation of witnesses, shall be paid by the party incurring same.

C. Managerial Prerogative

Nothing contained in this Article shall be construed as conferring any right by an employee to invoke the grievance procedure and/or binding arbitration with respect to a disciplinary penalty or any other matter which has been determined by law to be within the sphere of managerial prerogative.



ARTICLE XIX

PATROL CARS

A. Patrol Cars

1. The Borough agrees to provide air-conditioned patrol cars with AM radios and heaters. In addition, the patrol car shall contain a complete police package.

2. The Borough agrees to provide the following protective and safety items. Said items shall be installed in all patrol cars and shall be replaced or repaired if damaged.

a. A protective cage located between the front and rear seats. The cage shall be the type with a built-in roll bar.

b. Shotguns with appropriate locked racks, the keys to which are to be supplied only to officers certified by the Chief of Police as qualified to handle shotguns by virtue of special training.

c. Appropriate warning lights, spotlights, and alley lights all mounted on the exterior area of the patrol car.

d. One (1) portable radio, and flashlight for every man assigned to the vehicle.

B. Safety Equipment

The Borough shall provide additional safety equipment to be retained at Police Headquarters for the officers' use. That safety equipment is as follows:

1. Safety ear phones for range use.
2. Body armor or flack vests available to all shifts.
3. Helmets and gas masks available to all shifts.

C. Patrol cars shall be maintained as is present policy.

D. Officers promoted to Sergeant shall receive \$10,000 per year until they reach the applicable salary level for Sgt. 1 pay set forth in this Agreement. However, if said \$10,000 increase would place an officer above Sergeant 1, the salary shall be adjusted so that the officer's salary is equivalent to Sgt. 1 pay set forth in this Agreement.

E. Effective January 1, 2013, no additional compensation shall be paid to any employee for college credits.

F. Effective January 1, 2013, no additional compensation shall be paid to any employee as a clothing allowance.

G. Any officer assigned to plain-clothes or the Detective Division on a full time, year-round basis shall receive Five Hundred (\$500) Dollars annually. This amount shall be prorated in the event the assignment is for less than a full year. Notwithstanding the above, such pay shall be payable to those officers who are certified by the Chief of Police as a qualified plain-clothes or detective by virtue of special training.

H. Based upon the additional hours worked throughout the course of the year, above and beyond the "normal" forty (40) hour work week, it is further understood and accepted by and between both parties that the one-hundred and four (104) hours of pay, as currently permitted, is being provided as full and complete compensation in lieu of additional hours worked between 2080 hours, which represents the standard forty (40) hour work week, and the 2184 hours actually worked.

I. Corporals shall receive a \$1,500 annual stipend that shall be prorated in the event an officer is a Corporal for part of the year. In the event that a Corporal assumes the duties or responsibilities of a Sergeant for more than thirty (30) consecutive calendar days, including patrol and detective assignments, they shall receive an additional 4% increase for all work time in which they assumed Sergeant duties or responsibilities. This increased salary shall be for the period of the assignment

ARTICLE XXI

PROBATIONARY PERIOD

A. An employee will be considered probationary until he has completed one (1) year of service following his date of hire. During such period the employee may be terminated at the discretion of the Borough. It is not intended that this Section shall bare any relationship to Article XX including the compensation to be paid to new employees during the Academy and Probationary Steps of the Salary Guide.

B. For the purpose of seniority and longevity, the original date of permanent/provisional full time employment shall be used.

ARTICLE XXIII

INVESTIGATION OF POLICE OFFICERS

A. In an effort to insure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of a member of the force shall be at a reasonable hour, preferably when the member is on duty, unless the exigencies of the investigation dictate otherwise.

2. The interrogations shall take place at a location designed by the Chief of Police. Usually it will be at Police Headquarters or the location where the incident allegedly occurred.

3. The member of the force shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the officer is being interrogated as a witness only, he should be so informed at the initial contact.

4. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls and rest periods at the end of every two (2) hours.

5. The member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

6. At every stage of the proceedings the Department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel and/or his/her Association representatives, before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force, which shall not delay the interrogation beyond one (1) hour for consultation with his/her Association representative, nor more than two

ARTICLE XXIV

RESIDENCY

A. The Borough agrees that the employees of the Wildwood Crest Police Department may reside outside the limits of the Borough of Wildwood Crest, in accordance with the laws of the State of New Jersey.

QC

the Borough for the cost of such basic training and for such additional expenses incurred by the Borough in connection with said employment and training in the event such employee terminates his employment (whether voluntarily or involuntarily) with the Borough within three years from the date of entry into the police academy and becomes employed elsewhere in police or security related work within two years after termination of employment with the Borough. Reference herein to police or security related work is intended to be broadly construed in favor of the Borough.



with thirty (30) days advance notice It is hereby acknowledged that requested personal time off previously granted will be honored unless an emergency requires recall from duty.

G. Borough agrees to provide compensation or an instructor for the instruction of conversational French and/or Spanish to all employees who choose to participate.

H. Cell Phone Use: An employee, while on duty, shall not be permitted to use his or her personal cell phone except under the following circumstances:

- (1) for a police related emergency; or
- (2) for a family emergency; or
- (3) while on break.

10. To determine the standards of performance of employees and the content of work assignments.

11. To determine the content of work assignments.

12. To exercise complete control and discretion over the organization and the technology of performing its work.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, 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 by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Borough of its powers, rights, authority, duties and responsibilities under *R.S. 40 and R.S. 11* or any other national, state, county or local laws or ordinances.

D. Any act taken by the Borough not specifically prohibited by this Agreement shall be deemed a management right, and shall be considered as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

By: [Signature]

Dated: 12/7/2020

POLICEMAN'S BENEVOLENT ASSOCIATION
LOCAL #59

By: [Signature]
Mayor

Dated: 12/15/20

BOROUGH OF WILDWOOD CREST

PBA ATTEST:

[Signature]

Dated: 12/7/2020

Borough ATTEST:

[Signature]
DEPUTY CLERK

Dated: 12-15-20

PBA Attest:

[Signature]

Dated: 12-17-2020

By: [Signature]
Commissioner

Dated: 12-15-20

PBA Attest:

[Signature]

Dated: 12/15/20

PC

EXHIBIT B

All current employees are at Year 4.
New employees start at Year 4

HEALTH BENEFITS CONTRIBUTION FOR SINGLE COVERAGE
(PERCENTAGE OF PREMIUM)*

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 20,000	1.18%	2.25%	3.38%	4.50%
20,000-24,999.99	1.38%	2.75%	4.13%	5.50%
25,000-29,999.99	1.88%	3.75%	5.08%	7.50%
30,000-34,999.99	2.50%	5.00%	7.50%	10.00%
35,000-39,999.99	2.75%	5.50%	8.25%	11.00%
40,000-44,999.99	3.00%	6.00%	9.00%	12.00%
45,000-49,999.99	3.50%	7.00%	10.50%	14.00%
50,000-54,999.99	5.00%	10.00%	15.00%	20.00%
55,000-59,999.99	5.75%	11.50%	17.25%	23.00%
60,000-64,999.99	5.75%	13.50%	20.25%	27.00%
65,000-69,999.99	7.25%	14.50%	21.75%	29.00%
70,000-74,999.99	8.00%	16.00%	24.00%	32.00%
75,000-79,999.99	8.25%	16.50%	24.75%	33.00%
80,000-84,999.99	8.50%	17.00%	25.50%	34.00%
85,000 and over	8.75%	17.50%	26.25%	35.00%

*Member contribution is a minimum of 1.5% of base salary towards Health Benefits

(Charts are continued on next page)

92

EXHIBIT C

DENTAL BENEFITS

BENEFITS

(Percentage of (State's Allowable Charges)

Preventive & Diagnostic Services	100%
Remalting Basic Services	100%
Crowns	80%
Prosthodontic Services	80%
Orthodontic Services	50%

(for eligible employees and dependents)

ADDITIONAL BENEFITS

Benefit - A covered benefit for children to the age of 14. Sealants are covered under the basic benefit plan or permanent partial denture that have no previous cavities (once per tooth).

MAXIMUM

Calendar year maximum per patient for Preventive & Diagnostic, Basic Crowns and Prosthodontic Services:

Single	\$ 400.00
Employee & one dependent	\$1200.00
Employee & two or more dependents	\$2000.00

Maximum per patient for Orthodontic Services \$1000.00

SERVICES NOT COVERED

- o Services for injuries or conditions which are compensable under workers' compensation or Employer Liability laws; services which are provided to the eligible patient by any Federal or State Government Agency or are provided without cost to the eligible patient by any municipality, county or other political jurisdiction.
- u Services with respect to congenital or developmental malformations (including TMJ), cosmetic surgery and dentistry for purely cosmetic reasons
- o Orthodontic tooth movement
- o Consultation fees
- o Prescription drugs, analgesics
- o Diagnostic procedures
- o Oral hygiene instruction
- o Services performed prior to effective date of coverage
- o Charges for hospitalization, including hospital visits
- n. (Make) appointments
- o Laboratory tests

EXHIBIT "E"

UNIFORM ITEMS/INITIAL ISSUE AND REPLACEMENT

UNIFORM ITEM	NUMBERED ISSUED
BADGE -- UNIFORM	1
BADGE -- OFF DUTY	1
BADGE/HAT	1
BELT/GARRISON	1
BELT/GUN	1
BELT BUCKLE	1
BELT KEEPERS	4
BODY ARMOR/WITH COVER	1
BODY ARMOR/COVER	1
COAT/ALL SEASON	1
GEAR BAG	1
HANDCUFFS/KEY	1
HAT/ALL SEASON	1
HAT/BASEBALL	1
HAT/WATCH CAP	1
HAT/RAIN CAP	1
HOLSTER/DUTY	1
MAGAZINES	3
MAGAZINE POUCH/DOUBLE	1
NAME TAG	1
PANTS/ALL SEASON	5
PEPPER MACE	1
PEPPER MACE HOLDER	1
PR-24 AND HOLDER	1
PORTABLE RADIO/CHARGER	1
RAINCOAT/SHORT OR LONG	1
RAINHOOD/OPTIONAL	1
RAIN BOOTS/OPTIONAL	1
RANGE GEAR/GLASSES/PHONES	1
SEASONAL PRICK-PROOF-GLOVES	1
SHIRT/SUMMER	5
SHIRT/WINTER	5
SHOES/DRESS	1
SHOES/WALKING	1
SHOES/COMBAT BOOT STYLE	1
SWEATER	1
TIE/TIE TACK	1
TURTLE NECK SHIRT	3
UNIFORM SUNGLASSES****	1
WEAPON/WITH TRIGGER LOCK	1

**** The Uniform Sunglasses are to be selected by the Chief of Police or his designee valued at up to \$130.00. All sunglasses provided by the municipality will be the same.

EXHIBIT F

"MEMORANDUM OF UNDERSTANDING"

Re: "TWELVE HOUR SHIFT ASSIGNMENTS"

The changeover to twelve (12) hour shifts, commencing May 31, 2003, conditioned upon complete and total acceptance, by both parties, of attached "Amendment" to Agreement between the PBA Local #59 and the Borough of Wildwood Crest, County of Cape May and State of New Jersey dated January 1, 2002 through December 31, 2005 in addition to the specific provisions as follows:

- A. The Borough retains, and reserves unto itself, unilateral authority to revert back to eight (8) hour shift schedules, with all language changes amendatory hereto, to likewise revert back to the former schedule in the event the Borough determines that the change to twelve (12) hour shifts is not in the best interests, economical, managerially or otherwise, of the Borough of Wildwood Crest.
- B. Both parties acknowledge, understand, and agree that there shall be additional compensation for this schedule change, whereby the wage shall increase from eight (8) hours to twelve (12) hours, since the total number of hours to be worked on an annual basis shall remain 2184 and compensation in this regard, "thirteen" days pay, is not being provided.

IN WITNESS WHEREOF, the parties hereto have caused this MEMORANDUM OF UNDERSTANDING to be signed by their respective representatives on this 28th day of May, 2003.

FOR PBA LOCAL #59

By: Cpl. Bill Kita

Attest:

Sgt. [Signature]

Date: 6/2/03

FOR THE BOROUGH OF WILDWOOD CREST

By: [Signature]

Attest:

[Signature]

Date: 6/2/03

[Handwritten mark]

BOROUGH OF WILDWOOD CREST
 COUNTY OF CAPE MAY
 NEW JERSEY

Resolution No. 2020-227

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
 BOROUGH OF WILDWOOD CREST APPROVING AND AUTHORIZING
 THE EXECUTION OF AN AGREEMENT BETWEEN THE BOROUGH
 OF WILDWOOD CREST AND PBA LOCAL 59 POLICEMAN'S
 BENEVOLENT ASSOCIATION FOR THE PERIOD JANUARY 1, 2020
 THROUGH DECEMBER 31, 2023**

WHEREAS, the Borough of Wildwood Crest (the Borough) and PBA Local 59, Policeman's Benevolent Association (the PBA) engaged in collective bargaining negotiations to replace the current Agreement which expired on December 31, 2019; and

WHEREAS, the parties have determined that the Agreement between the parties shall be memorialized in the final contract covering the period January 1, 2020 through December 31, 2023.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Borough of Wildwood Crest, County of Cape May, State of New Jersey, that:

1. Statements of the preamble hereto are incorporated herein by this reference.
2. The proposed Agreement between the Borough of Wildwood Crest and PBA Local 59 Policeman's Benevolent Association covering the period January 1, 2020 through December 31, 2023 (a copy of which is on file in the Office of the Borough Clerk) is approved and the Mayor and the Borough Clerk be hereby authorized, directed and empowered to execute said Agreement on behalf of the Borough of Wildwood Crest subject to such final editing as may be approved by Borough labor counsel.
3. The Borough Clerk is further authorized, directed and empowered to seal said Agreement with the seal of the Borough of Wildwood Crest.

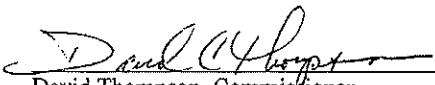
Dated: July 22, 2020



 Don Cabrera, Mayor



 Joyce Gould, Commissioner



 David Thompson, Commissioner

	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Gould	✓		✓			
Thompson		✓	✓			
Cabrera			✓			

CERTIFICATION

I, Patricia A. Feketics, Borough Clerk for the Borough of Wildwood Crest, do hereby certify that the foregoing Resolution is a correct and accurate copy of a resolution adopted on July 22, 2020 with the voting record as indicated above.



 Patricia A. Feketics, RMC

Schedule A and B

MOA and Contract Schedule A

MOA and Contract Schedule B

Step	2019	2020 (2.0%)	2021 (2.0%)	2022 (2.0%)	2023 (2.0%)	Column	Officer	2019	2020	2021	2022	2023
Step 3	\$102,901.00	\$104,959.00	\$107,068.20	\$109,233.55	\$111,458.25		Ortiz Harrison	\$39,249.92	\$44,250.00	\$48,250.00	\$54,000.00	\$58,010.00
Step 2	\$102,901.00	\$102,900.70	\$101,860.75	\$107,259.97	\$109,201.17		Grant Hoffner	\$39,249.92	\$44,250.00	\$48,250.00	\$54,000.00	\$58,010.00
Step 1	\$98,422.00	\$104,350.44	\$102,308.75	\$104,446.21	\$106,535.14		Zachary Magwala	\$31,249.92	\$44,250.00	\$48,250.00	\$54,000.00	\$58,010.00
	2013	2020	2021	2022	2023		Shane Meyer	\$31,249.92	\$44,250.00	\$48,250.00	\$54,000.00	\$58,010.00
							Augustin Fyler	\$31,249.92	\$44,250.00	\$48,250.00	\$54,000.00	\$58,010.00
		Off Guide 2%	Off Guide 2%	Off Guide 2%	Off Guide 2%		Demetrius Trevino	\$31,249.92	\$44,250.00	\$48,250.00	\$54,000.00	\$58,010.00
							James Collins	\$44,250.00	\$54,000.00	\$58,000.00	\$62,000.00	\$67,010.00
16		\$16,750.00	\$16,750.00	\$16,750.00	\$16,750.00		William Charakopoulos	\$44,250.00	\$54,000.00	\$58,000.00	\$62,000.00	\$67,010.00
15		\$13,250.00	\$13,250.00	\$13,250.00	\$13,250.00		Lorenzo Flores	\$44,250.00	\$54,000.00	\$58,000.00	\$62,000.00	\$67,010.00
14		\$11,250.00	\$11,250.00	\$11,250.00	\$11,250.00		Colin Sawyer	\$44,250.00	\$54,000.00	\$58,000.00	\$62,000.00	\$67,010.00
13		\$10,250.00	\$10,250.00	\$10,250.00	\$10,250.00		Kevin Green	\$44,250.00	\$54,000.00	\$58,000.00	\$62,000.00	\$67,010.00
12		\$10,250.00	\$10,250.00	\$10,250.00	\$10,250.00		Ryan Shets	\$44,250.00	\$54,000.00	\$58,000.00	\$62,000.00	\$67,010.00
11		\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00		James Mulholland	\$77,244.53	\$87,242.00	\$97,242.00	\$107,242.00	\$107,242.00
10		\$77,000.00	\$77,000.00	\$77,000.00	\$77,000.00		Matthew Webb	\$86,250.00	\$96,250.00	\$102,250.00	\$107,250.00	\$107,250.00
9		\$73,750.00	\$73,750.00	\$73,750.00	\$73,750.00		Michael Hebat	\$77,449.76	\$97,340.00	\$102,340.00	\$107,340.00	\$107,340.00
8		\$70,750.00	\$70,750.00	\$70,750.00	\$70,750.00		Isa Helgand	\$100,254.94	\$102,092.10	\$102,092.10	\$107,092.10	\$107,092.10
7		\$67,000.00	\$67,000.00	\$67,000.00	\$67,000.00		Danise Hall	\$100,000.00	\$104,959.00	\$107,058.00	\$109,190.00	\$111,303.00
6		\$62,000.00	\$67,000.00	\$62,000.00	\$62,000.00							
5		\$58,000.00	\$58,000.00	\$58,000.00	\$58,000.00							
4		\$54,000.00	\$54,000.00	\$54,000.00	\$54,000.00							
3		\$48,250.00	\$48,250.00	\$48,250.00	\$48,250.00							
2		\$44,250.00	\$44,250.00	\$44,250.00	\$44,250.00							
1		\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00							
Academy		\$36,000.00	\$36,000.00	\$36,000.00	\$36,000.00							

Schedule C

All current employees are at Year 4.
New employees start at Year 4

HEALTH BENEFITS CONTRIBUTION FOR SINGLE COVERAGE (PERCENTAGE OF PREMIUM)*

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 20,000	1.13%	2.25%	3.38%	4.50%
20,000-24,999.99	1.38%	2.75%	4.13%	5.50%
25,000-29,999.99	1.88%	3.75%	5.63%	7.50%
30,000-34,999.99	2.50%	5.00%	7.50%	10.00%
35,000-39,999.99	2.75%	5.50%	8.25%	11.00%
40,000-44,999.99	3.00%	6.00%	9.00%	12.00%
45,000-49,999.99	3.50%	7.00%	10.50%	14.00%
50,000-54,999.99	5.00%	10.00%	15.00%	20.00%
55,000-59,999.99	5.75%	11.50%	17.25%	23.00%
60,000-64,999.99	6.75%	13.50%	20.25%	27.00%
65,000-69,999.99	7.25%	14.50%	21.75%	29.00%
70,000-74,999.99	8.00%	16.00%	24.00%	32.00%
75,000-79,999.99	8.25%	16.50%	24.75%	33.00%
80,000-94,999.99	8.50%	17.00%	25.50%	34.00%
95,000 and over	8.75%	17.50%	26.25%	35.00%

*Member contribution is a minimum of 1.5% of base salary towards Health Benefits

(Charts are continued on next page)

**HEALTH BENEFITS CONTRIBUTION FOR FAMILY COVERAGE
(PERCENTAGE OF PREMIUM)***

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 25,000	0.75%	1.50%	2.25%	3.00%
25,000-29,999.99	1.00%	2.00%	3.00%	4.00%
30,000-34,999.99	1.25%	2.50%	3.75%	5.00%
35,000-39,999.99	1.50%	3.00%	4.50%	6.00%
40,000-44,999.99	1.75%	3.50%	5.25%	7.00%
45,000-49,999.99	2.25%	4.50%	6.75%	9.00%
50,000-54,999.99	3.00%	6.00%	9.00%	12.00%
55,000-59,999.99	3.50%	7.00%	10.50%	14.00%
60,000-64,999.99	4.25%	8.50%	12.75%	17.00%
65,000-69,999.99	4.75%	9.50%	14.25%	19.00%
70,000-74,999.99	5.50%	11.00%	16.50%	22.00%
75,000-79,999.99	5.75%	11.50%	17.25%	23.00%
80,000-84,999.99	6.00%	12.00%	18.00%	24.00%
85,000-89,999.99	6.50%	13.00%	19.50%	26.00%
90,000-94,999.99	7.00%	14.00%	21.00%	28.00%
95,000-99,999.99	7.25%	14.50%	21.75%	29.00%
100,000-109,999.99	8.00%	16.00%	24.00%	32.00%
110,000 and over	8.75%	17.50%	26.25%	35.00%

**HEALTH BENEFITS CONTRIBUTION FOR MEMBER/SPOUSE/PARTNER;
PARENT/CHILD COVERAGE (PERCENTAGE OF PREMIUM)***

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 25,000	0.88%	1.75%	2.63%	3.50%
25,000-29,999.99	1.13%	2.25%	3.38%	4.50%
30,000-34,999.99	1.50%	3.00%	4.50%	6.00%
35,000-39,999.99	1.75%	3.50%	5.25%	7.00%
40,000-44,999.99	2.00%	4.00%	6.00%	8.00%
45,000-49,999.99	2.50%	5.00%	7.50%	10.00%
50,000-54,999.99	3.75%	7.50%	11.25%	15.00%
55,000-59,999.99	4.25%	8.50%	12.75%	17.00%
60,000-64,999.99	5.25%	10.50%	15.75%	21.00%
65,000-69,999.99	5.75%	11.50%	17.25%	23.00%
70,000-74,999.99	6.50%	13.00%	19.50%	26.00%
75,000-79,999.99	6.75%	13.50%	20.25%	27.00%
80,000-84,999.99	7.00%	14.00%	21.00%	28.00%
85,000-99,999.99	7.50%	15.00%	22.50%	30.00%
100,000 and over	8.75%	17.50%	26.25%	35.00%

*Member contribution is a minimum of 1.5% of base salary towards Health Benefits