

MEMORANDUM OF UNDERSTANDING

This Memorandum dated August 22, 2012 is entered into by and between the City of Somers Point, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "City" and PBA Local 77 Somers Point Patrol Officers and Dispatchers, hereinafter referred to as the "Union".

The parties have reached an agreement with regard to a successor agreement to the prior agreement which expired December 31, 2011. The term of the successor agreement shall be from January 1, 2012 through December 31, 2016.

The parties agree that Article 10.1.4 (Sick Leave Pay Upon Termination) of the prior agreement shall be modified and reduced to permit an accumulation of sick days up to a maximum of 160 days.

The parties agree that Article 11 (Salary) of the prior agreement shall be modified to include a new step guide with a starting salary plus eight (8) steps for all patrol officers hired on or after 7/1/2012 and all dispatchers hired on or after 1/1/2000. The parties further agree that the new agreement shall contain a 2% step increase for each year of the contract for police officers, a 1% step increase per year for dispatchers for years 2012, 2013 2014 and 2015, and a 2% step increase for dispatchers in 2016, subject to the clarification that all increases for the 2012 year for both officers and dispatch begin on July 1, 2012. For the calendar years 2013, 2014, 2015 and 2016, all increases shall be effective on January 1 of that year. A copy of the new step guide which will be in force for the new agreement is attached hereto as Exhibit A.

The parties agree that Article 11.3 (Longevity) shall cap longevity at \$1,000 per year. For all bargaining unit members whose longevity payment is currently in excess of \$1,000 per year, their longevity will be frozen at their longevity rate that is in effect on 7/1/2012. Bargaining unit members hired on or after 7/1/12 shall not be eligible for longevity payments.

The parties agree that Article 13 of the prior agreement shall be modified to state that health insurance shall be provided in accordance with existing law of the State of New Jersey.

The parties agree that Article 16 of the prior agreement shall be modified to provide a police clothing purchase allowance of \$800 for 2012 and a police clothing purchase allowance of \$650 for each remaining year of the agreement. If the bullet proof vests purchased by the City are not provided with the additional ballistic panel configuration, and this configuration option is requested by the officer, the City also agrees to purchase one set of ballistic panels in addition to the bullet proof vest purchased by the City at the time each vest is replaced or issued. A police clothing maintenance payment of \$800 will be provided in 2012. Effective 1/1/2013 the City may choose to either pay the clothing maintenance allowance of \$800 per year to the police officers or contract with a vendor within the City limits to perform the cleaning and maintenance of police uniforms, in which case there will be no clothing maintenance payment to the officers. Should the arrangement whereby the City contracts with a vendor for the cleaning and maintenance of police uniforms only be in place for a portion of a year, then the

clothing maintenance allowance of \$800 per year shall be paid to the police officers on a pro-rated basis for that year. Beginning in 2012 the City will eliminate the uniform policy and requirements for dispatchers, and, instead, institute a dress code. The clothing purchase allowance and clothing maintenance payment for dispatchers shall be prorated at one-half the 2011 amounts in 2012 and thereafter the clothing purchase allowance and clothing maintenance payment for dispatchers shall be eliminated in its entirety. Beginning in 2012 the City will provide an initial police uniform issue in accordance with the list attached hereto as Exhibit B.

The parties agree to modify Article 18 of the prior agreement to assume the cost of kenneling any K-9 when the K-9 officer is away for an approved vacation or training. Furthermore, the parties agree that should a K-9 be retired from service for any reason, the K-9 shall remain in the possession of the K-9 officer.

The parties further acknowledge that the PBA Local address for notifications required under Article 19.2 has changed to 6712 Washington Avenue, Suite #104, Egg Harbor Township, NJ 08234.

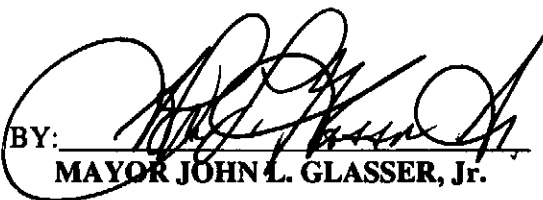
It is the intention of the parties that this Memorandum will be brought to the governing body and the PBA Local 77 members for approval or ratification as appropriate. Upon such approval or ratification, the Memorandum will be formalized in an Agreement to be executed by both parties.

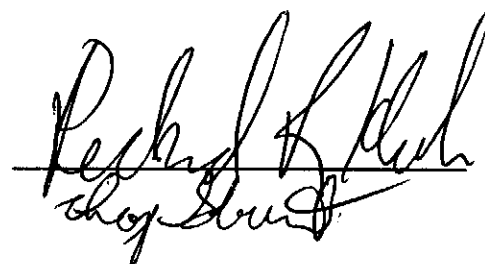
It is further the intention of the parties that this Memorandum be construed in harmony with the laws of the State of New Jersey, the Ordinances of the City of Somers Point and the Rules and Regulations of the Police Department.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Agreement to be signed on the _____ day of _____, 2012.

CITY OF SOMERS POINT

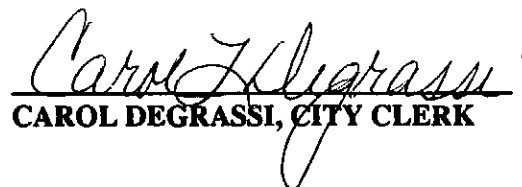
PBA LOCAL 77

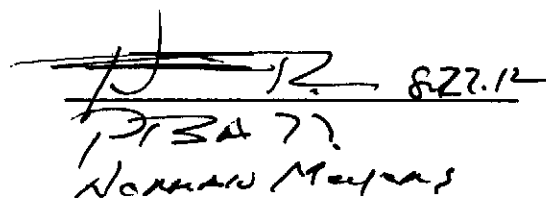
BY: 
MAYOR JOHN L. GLASSER, Jr.


Shop Street

ATTEST:

ATTEST:


CAROL DEGRASSI, CITY CLERK


PBA 77
Norman Maynas

Patrol and Dispatch Exhibit B

Initial Uniform Issue

(Class A)

- 1 Pant**
- 1 Long Sleeve Shirt**
- 1 Hat W/Badge**
- 1 Breast Badge**
- 1 Name plate**
- 1 Set "SP NJ" collar pins**
- 1 Set leather gear (Belt, Holster, Cuff Case, Mag Pouch, OC Holder, Baton Holder)**
- 1 Bullet Proof Vest**
- 1 Additional Vest Carrier**
- 1 Patrol Jacket**
- 1 Rain Coat W/Hat Cover**
- 1 Hand Cuffs**
- 1 OC Spray**
- 1 Baton**
- 1 Tie**
- 1 Tie Bar**

(Class B)

- 3 Long Sleeve Shirts**
- 3 Short Sleeve Shirts**
- 4 Pants**
- 1 Baseball cap**
- 1 Set of Nylon / Web Gear (Belt, Holster, Cuff Case, Mag Pouch, OC Holder, Baton Holder)**
- 2 Pair of Boots**
- 1 Pair of Gloves**
- 2 Mock Turtle Necks ("SPNJ" embroidered)**

Patrol and Dispatch Exhibit A

Patrol : Effective 7/1/2012

For anyone hired before 7/1/2012

	2%	2%	2%	2%	2%
	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Starting salary	34,170	34,853	35,550	36,261	36,987
After completing 1 year	51,999	53,039	54,099	55,181	56,285
After completing 2nd year	58,593	59,765	60,960	62,179	63,423
After completing 3rd year	65,189	66,493	67,823	69,179	70,563
After completing 4th year	71,783	73,218	74,683	76,176	77,700
After completing 5th year	78,755	80,330	81,937	83,576	85,247

For anyone hired on or after 7/1/2012

	2%	2%	2%	2%	2%
	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Starting salary	34,170	34,853	35,550	36,261	36,987
After completing 1 year	38,629	39,401	40,189	40,993	41,813
After completing 2nd year	43,087	43,949	44,828	45,725	46,639
After completing 3rd year	47,825	48,781	49,757	50,752	51,767
After completing 4th year	52,840	53,897	54,975	56,075	57,196
After completing 5th year	58,414	59,582	60,774	61,989	63,229
After completing 6th year	64,823	66,120	67,442	68,791	70,167
After completing 7th year	71,511	72,941	74,400	75,888	77,406
After completing 8th year	78,755	80,330	81,937	83,576	85,247

Dispatch: Effective 7/1/2012

For anyone hired before 1/1/2000

	1%	1%	1%	1%	2%
	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
	63,468	64,103	64,744	65,392	66,699

For anyone hired on or after 1/1/2000

	1%	1%	1%	1%	2%
	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Starting salary	28,280	28,563	28,848	29,137	29,720
After completing 1 year	30,617	30,923	31,232	31,544	32,175
After completing 2nd year	32,953	33,283	33,616	33,952	34,631
After completing 3rd year	35,436	35,791	36,149	36,510	37,240
After completing 4th year	38,065	38,446	38,830	39,218	40,003
After completing 5th year	40,986	41,396	41,810	42,228	43,072
After completing 6th year	44,345	44,789	45,236	45,689	46,603
After completing 7th year	47,850	48,329	48,812	49,300	50,286
After completing 8th year	51,647	52,164	52,685	53,212	54,277