

Egg Harbor Township

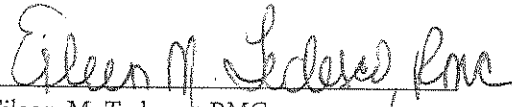
Resolution No. 188

2011

RESOLUTION AUTHORIZING MAYOR AND TOWNSHIP CLERK TO EXECUTE
MEMORANDUM OF AGREEMENT WITH PBA LOCAL 77

BE IT RESOLVED, by the Township Committee of the Township of Egg Harbor, County of Atlantic and State of New Jersey that the Mayor and Township Clerk are hereby authorized to execute the attached Memorandum of Agreement with PBA Local 77 which was negotiated as a result of the current adverse economic conditions.

Dated: April 27, 2011


Eileen M. Tedesco, RMC
Township Clerk

attachment

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

- 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

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:

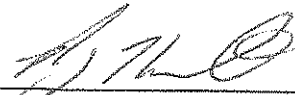


JAMES J. MCCULLOUGH, MAYOR



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

Egg Harbor Township

Resolution No. 184

2010

RESOLUTION AUTHORIZING MAYOR AND TOWNSHIP CLERK TO EXECUTE
CONTRACTUAL AGREEMENTS WITH PBA LOCAL 77

BE IT RESOLVED, that the Mayor and Township Clerk are hereby authorized to execute contractual agreements with PBA Local 77 which were negotiated as a result of the current adverse economic conditions.

Dated: April 14, 2010

James J. McCullough, Mayor

Eileen M. Tedesco
Township Clerk

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 2010 year as pro-rated and related to the Township's Police Department (\$750,000). 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 2010 calendar year.

1. The parties agree to modify Article XXI, Paragraph A.1 by adding the following:
 - a. Notwithstanding the above, for the remainder of the 2010 calendar year only, all employees covered by this Agreement agree that upon the effective date of the signing of this Memorandum of Agreement, instead of being paid one and one-half (1 ½) times their straight time hourly rate, they will receive one and one-half (1 ½) hours of compensatory time for every hour of overtime worked as defined in this Article. This shall be known as compensatory time and not confused with Kelly time. This compensatory time shall be maintained by the Employer in a separate account.
 - b. Employees may not accrue more than 480 hours of compensatory time, this represents 320 hours of actual overtime work.
 - c. Employees will attempt to use their compensatory time within a "reasonable period" so long as its use does not "unduly disrupt" the operations of the police department. However, the Employer shall not use any means to coerce or regularly schedule an employee to use their accumulated compensatory time.

MEMORANDUM OF AGREEMENT

Page 2 of 5

- (1) "Reasonable period" for the purpose of this Article shall mean the customary work practices within the police department, including but not limited to (a) the normal schedule of work, (c) anticipated peak workloads based on past experience, (c) emergency requirements for staff and services, and (d) the availability of qualified substitute staff;
 - (2) "Unduly disrupt", for the purposes of this Article shall mean the inability of the police department to provide services or acceptable quality and quantity for the public during the time requested without the use of the employee's services. However, mere inconvenience to the Employer is an insufficient basis for denial of a request for compensatory time off, but the employer may deny a request for compensatory time if the granting of the request would cause overtime;
- d. Employees who are unable to use or select to use only a minimal amount of their accrued compensatory time shall be able to carry said time forward, as long as they do not exceed the maximum set forth in Paragraph b.
 - e. The parties agree for the calendar year 2010 that they will suspend the provisions set forth in Article XXI, Paragraph A (2).
2. Officers who provide written notice to the Township to retire by December 31, 2010 shall continue to earn compensatory time for overtime worked but any earned and accumulated compensatory time will be paid to them at their current rate of pay upon retirement.
 3. The parties acknowledge and affirm that the current practice of the Township's police department for requiring overtime shall continue and not be modified due to the PBA's agreement to forego paid overtime for compensatory time.

MEMORANDUM OF AGREEMENT
Page 3 of 5

4. 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.
5. The PBA agrees that all officers shall have their actual salary (base & longevity) frozen at the level in effect on December 31, 2009 for the 2010 calendar year.
6. Any officer who has received an incremental increase prior to the signing of this Agreement shall not be required to reimburse such amount to the Township but will have his/her salary adjusted prospectively to the December 31, 2009 amount.
7. As of 11:59 p.m. on December 31, 2010, all employees shall be placed on the proper step of the 2010 salary guide as though they had progressed through the guide with the normal progression.
8. The parties agree that in the event any contribution towards health insurance is mandated by the State of New Jersey, any current contractual obligation for contribution toward health insurance shall be considered null and void and expire the day prior to the implementation date of the State's mandate.
9. The Township agrees that based upon the terms of this Agreement, it has no plans to lay-off any police officers.
10. The parties agree that if the Township should institute any lay-offs in the police department during the 2010 year, this 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.

MEMORANDUM OF AGREEMENT

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11. The Township shall provide when requested by the PBA documents and/or worksheets that show the economic state of the Township. In particular, the Township agrees to show the status of workers' compensation payments and/or savings, grant awards, changes in state and/or federal aid and any changes in the employment status of any law enforcement officer.
12. The PBA agrees to withdraw without prejudice its pending Unfair Labor Practice Charge against the township (Docket No. CO-2010-245)
13. The parties agree that should additional lay-offs or other budget reductions become necessary during 2010, 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.
14. The terms of this Memorandum of Agreement shall cease on December 31, 2010 with the exception of the terms included in the Amendment to the Agreement.

MEMORANDUM OF AGREEMENT
Page 5 of 5


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 _____ day of March, 2010.

FOR THE TOWNSHIP OF EGG HARBOR:


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



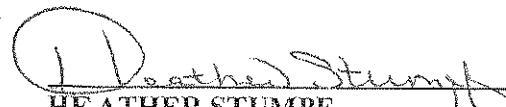
JAMES J. MCCULLOUGH, MAYOR



RAY THERIAULT, PBA PRESIDENT



EILEEN M. TEDESCO,
TOWNSHIP CLERK



HEATHER STUMPF
PBA SHOP STEWARD

ORIGINAL

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AMENDMENT TO AGREEMENT

Between

THE TOWNSHIP OF EGG HARBOR

And

NEW JERSEY STATE
POLICEMEN'S BENEVOLENT ASSOCIATION
MAINLAND LOCAL #77
(Egg Harbor Township)

January 1, 2011 through December 31, 2012

Amendment - 3/28/10

Prepared By:

PLOTKIN ASSOCIATES, L.L.C.
Specializing in Public Sector Labor Relations

BY: MYRON PLOTKIN

P.O. Box 100

Leeds Point, New Jersey 08220

609-652-3838 FAX: 609-652-7994

PLOTKIN ASSOCIATES
*Specializing in Public Sector
Labor Relations*
P.O. Box 100
Leeds Point, NJ 08220-0100
(609) 652-3838

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AMENDMENT TO AGREEMENT BETWEEN THE NEW JERSEY POLICEMEN'S BENEVOLENT ASSOCIATION, MAINLAND LOCAL #77 (Egg Harbor Township) AND THE TOWNSHIP OF EGG HARBOR, COUNTY OF ATLANTIC, AND STATE OF NEW JERSEY, EFFECTIVE JANUARY 1, 2009 THROUGH DECEMBER 31, 2010.

The New Jersey Policemen's Benevolent Association, Mainland Local #77 (Egg Harbor Township) and the Township of Egg Harbor, as a result of discussions and the need for modification, hereunto amend, the 2009-2010 AGREEMENT, ARTICLE XX, Section A; ARTICLE XXVII, Section A and ARTICLE XXXVII, which shall be effective commencing January 1, 2011 and extending said Agreement through December 31, 2012. (See Attachments A, B, & C)

All other language of the aforesaid Agreement will continue in full force and effect without modification.

The Township will take any and all necessary actions to effectuate this Amendment to the Agreement.

PLOTKIN ASSOCIATES
*Specializing in Public Sector
Labor Relations*
P.O. Box 100
Leeds Point, NJ 08220-0100
(609) 652-3838


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AMENDMENT TO AGREEMENT
PAGE 2 OF 2

IN WITNESS WHEREOF, the parties hereto have caused this AMENDMENT TO AGREEMENT to be signed by their respective Representatives, witnessed, and their corporate seals to be placed hereon, on this 15 day of April ~~March~~, 2010.

TOWNSHIP OF EGG HARBOR

NEW JERSEY POLICEMEN'S
BENEVOLENT ASSOCIATION
MAINLAND LOCAL #77

By: 
JAMES J. MCCULOUGH
Mayor

By:  4/15/10
RAY THERIAULT
PBA President

WITNESS:

WITNESS:

By: 
EILEEN M. TEDESCO, RMC
Township Clerk

By: 
HEATHER STUMPF
PBA Shop Steward

(win/contract/EGG HARBOR TWP. amend.3-10-10)

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ATTACHMENT A

ARTICLE XX

SALARY

A. The following salary guides shall be added to the existing 2009-2010 salary guides.

<u>Year</u>	<u>Jan. 1, 2011</u> (1%)	<u>Jul. 1, 2011</u> (2.25%)	<u>Jan. 1, 2012</u> (1%)	<u>Jul 1, 2012</u> (2.25%)
Lieutenant	\$102,175	\$104,474	\$105,518	\$107,892
Sergeant	93,119	95,214	96,166	98,330

PATROLMEN HIRED BEFORE DECEMBER 31, 2008

(5 th Year)	\$84,886	\$86,796	\$87,664	\$89,637
(4 th Year)	75,321	77,015	77,786	79,536
(3 rd Year)	67,329	68,844	69,532	71,096
(2 nd Year)	59,334	60,669	61,276	62,655
(1 st Year)	51,287	52,441	52,965	54,157

PATROLMEN HIRED AFTER JANUARY 1, 2009

(6 th Year)	\$84,886	\$86,796	\$87,664	\$89,637
(5 th Year)	75,321	77,015	77,786	79,536
(4 th Year)	67,329	68,844	69,532	71,096
(3 rd Year)	59,334	60,669	61,276	62,655
(2 nd Year)	51,287	52,441	52,965	54,157
(1 st Year)	41,000	41,500	42,000	42,000
Academy	38,000	38,500	39,000	39,000

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ATTACHMENT B

ARTICLE XXVII

HEALTH BENEFITS

A. Add the Following Sentence to the Paragraph:

“The parties agree that in the event any contribution towards health insurance is mandated by the State of New Jersey, the current contractual obligation for a fifteen per cent (15%) contribution toward dependent coverage health insurance shall be considered null and void and expire as of December 31, 2012 or on the date of implementation of deductions as may be mandated by the State” *(The current last sentence would then be removed from the Agreement.)*

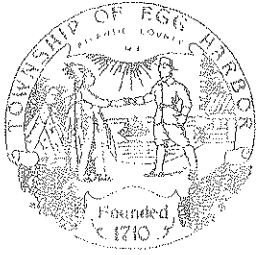
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ATTACHMENT C

ARTICLE XXXVII
DURATION OF AGREEMENT

A. This Paragraph shall be Modified as Follows:

“This Agreement shall be in full force and effect as of January 1, 2009 and shall remain in effect to and including December 31, 2012, without any reopening except as otherwise provided herein. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, in compliance with N.J.A.C. 19:12-2.1A et seq. of a desire to change, modify or terminate this Agreement.”



Township of Egg Harbor

3515 BARGAINTOWN ROAD, EGG HARBOR TOWNSHIP, NJ 08234-8321

Memo

To: Eileen Tedesco, RMC, Township Clerk

From: Peter J. Miller, Township Administrator

Date: April 20, 2010

Re: PBA Memorandum of Agreement

Attached you will find the original copy of the Memorandum of Agreement executed between the PBA Local 77 and the Township of Egg Harbor which addresses contractual language for calendar year 2010.

In addition, you will find an amendment to the agreement between the PBA Local 77 and the Township of Egg Harbor which extends the current collective bargaining agreement through December 31, 2012.

PJM/jlg

Attachments

C: Jen McIver, Chief Financial Officer (w/attachments)

Egg Harbor Township

Resolution No. 257

2010

RESOLUTION AUTHORIZING MAYOR AND TOWNSHIP CLERK TO EXECUTE
MEMORANDUM OF AGREEMENT WITH PBA LOCAL 77

BE IT RESOLVED, that the Mayor and Township Clerk are hereby authorized to execute a memorandum of agreement with PBA Local 77 which were negotiated as a result of the current adverse economic conditions.

Dated: June 9, 2010

James J. McCullough, Mayor

Eileen M. Tedesco
Township Clerk

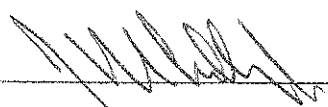
MEMORANDUM OF AGREEMENT

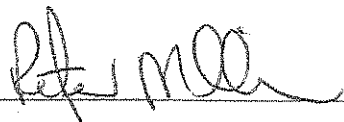
This Agreement is reached between the **Mainland PBA Local No. 77** and the **Township of Egg Harbor** for the purpose of achieving a comprehensive resolution to the economic shortfall besetting the Township of Egg Harbor as pro-rated to the Township's Police Department. The terms of this resolution, have been approved and adopted by the Township's governing body and ratified by the PBA membership and are in lieu of any reduction in force of police officers and or demotion in rank. The terms of this Agreement are set forth below and if applicable, will supersede the current contractual language for the remainder of the 2010 calendar ONLY.

1. The parties agree to suspend ALL payments under Article XXVIII – CLOTHING ALLOWANCE of their current Collective Bargaining Agreement. The suspension of these payments shall be effective June 4, 2010 at 1800 hours through December 31, 2010.
2. The parties agree to suspend the option of selling back Kelly Time as outlined in the Side Bar Agreement of December 31, 2008, Article XXXVI paragraph "E" for 2010 ONLY. All Kelly Time earned in 2010 and not used in 2010, Must be used prior to January 1, 2013. In addition, should an officer retire prior to January 1, 2013 and have unused Kelly Time from 2010, such time must be used prior to retirement or used as Terminal Leave.

In Witness Whereof, the parties have hereunto set their hands and seals at the Township of Egg Harbor, New Jersey, This 10 day of June, 2010.

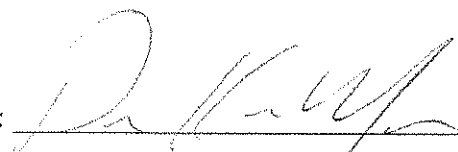
TOWNSHIP of EGG HARBOR

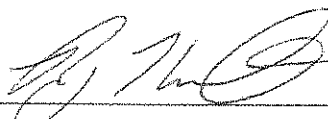
By: 
James J. McCullough, Mayor

By: 
Peter Miller, Twp. Administrator

By: 
Eileen Tedesco, RMC
Township Clerk

Mainland PBA Local No. 77

By: 
Ofcr. Kenneth Marchelle, PBA Shop Steward

By:  6-7-10
Reynold Theriault, President PBA Local No. 77