

AGREEMENT

BETWEEN

BOROUGH OF STONE HARBOR

AND

**WILDWOOD P.B.A. LOCAL NO. 59
STONE HARBOR UNIT**

**POLICEMEN'S BENEVOLENT ASSOCIATION
OF NEW JERSEY**

January 1, 2012 through December 31, 2015

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Final Execution Draft

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PREAMBLE

THIS AGREEMENT entered into this 29 day of December, 2011, by and between the BOROUGH OF STONE HARBOR in the County of Cape May, New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter called the Borough, and WILDWOOD LOCAL NO. 59 of NEW JERSEY POLICEMEN'S BENEVOLENT ASSOCIATION-STONE HARBOR UNIT, hereinafter called the PBA, represents the complete and final understanding on all bargainable issues between the Borough and the PBA.

ARTICLE I

ASSOCIATION RECOGNITION

A. The Borough hereby recognizes the PBA as the exclusive representative of all the Police Officers and Detectives of the Department of Public Safety 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 terms "Police Officer" and "Employee" shall be defined to include all officers as well as the singular, male and/or female.

ARTICLE II

LEGAL REFERENCES

A. Nothing contained herein shall be construed to deny or restrict any Police Officer such right as he may have under any other applicable laws and regulations. The rights granted the Police Officers hereunder shall be deemed to be in addition to those provided elsewhere.

B. If any provisions of this Agreement or any application of this Agreement to any Employee or group of Employees is held to be contrary to law(s), then such provisions shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions and applications contained herein shall continue in full force and effect.

C. The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of State and Local laws except as such particular provisions of this contract modify existing local law.

D. The Application and Administration of the terms and conditions of this agreement shall be effectuated in accordance with the administrative procedure and provisions set forth in the Police Department's Rules and Regulations, provided, however, should such Rule or Regulation conflict with this Agreement, this Agreement shall control and provided, further, that any changes to Rules and Regulations that effect terms and conditions of employment shall be negotiated.

ARTICLE III

ASSOCIATION REFERENCES AND MEMBERSHIP

A. The Borough agrees to grant necessary time off, without pay and without discrimination, to any one Employee designated by the PBA to attend State or International meetings or Conventions and to serve in any capacity on other official PBA business provided that twenty-four (24) hours written notice is given to the Employer by the PBA.

B. During contract negotiations the PBA representatives so authorized by the Association, not to exceed two (2), shall be excused from their normal duties for such periods of negotiations as are reasonable and necessary.

ARTICLE IV

RETENTION OF CIVIL RIGHTS

Employees shall retain all civil rights under the New Jersey Laws and Federal Laws.

The Borough and the PBA agree that neither of them will discriminate or harass or cause discrimination or harassment against any employee covered by this labor agreement because of race, color, creed, age, sex, handicap, national origin, political affiliation, PBA membership, or PBA Activity.

It is the policy of the Borough of Stone Harbor that all Borough employees should be able to work in an environment free from discrimination and harassment of any kind.

Any discrimination or harassment whatsoever of Borough employees by other Borough employees and/or officials will not be permitted, regardless of their working relationship.

This policy refers to, but is not limited to, discrimination and harassment for the following reasons: Age, Race, Color, National Origin, Religion, Gender, Sexual Orientation, Marital Status, Disability, and gender identity or expression, domestic partner or civil

union status. Harassment shall also include sexual harassment. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE V

RETIREMENT

Employees shall retain all pension rights under New Jersey Law and Borough Ordinances.

ARTICLE VI

EXTRA CONTRACT AGREEMENT

The Borough agrees not to enter into any other agreement or contract with its Employees who are covered hereunder, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE VII

LEAVE OF ABSENCE

A. A leave of absence without pay may be granted for good cause to any Employee for a period of six (6) months upon the recommendation of the Chief of Police, subject to the approval of the Mayor and Council of the Borough. The leave of absence may be extended for an additional six (6) months upon the recommendation of the Chief of Police, subject to the approval of the Mayor and Council of the Borough.

B. An Employee shall not be entitled to any Holiday Turn Back Payments for any Holiday occurring during the time of the leave of absence. Likewise, vacation and sick leave shall not accrue while an employee is on an unpaid leave of absence. Notwithstanding the above, employees will be permitted to earn and accrue leave time for absences due to injury on the job unless the employee is unable to work in a light duty capacity or the absence is greater than three (3) months.

C. Family/Medical leaves of absence will be granted in accordance with the provisions of the "Federal Family and Medical Leave Act"

(hereinafter, FMLA) and the "New Jersey Family Leave Act" (hereinafter NJFLA) and the regulations promulgated pursuant to those statutes; as well as the Family Leave Policy adopted by the Borough of Stone Harbor. Under the provisions of these statutes, certain employees are entitled to twelve (12) weeks of leave during a twelve (12) month period. 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 each statute, the lawful regulations issued under each statute, and judicial decisions interpreting the requirements of each statute. Employees taking FMLA leaves and/or NJFLA leaves will be required to use accrued sick leave, vacation and administration leave concurrent with the approved leave. Employees will also be required to take FMLA leaves and NJFLA leaves concurrently when possible under the statutes. The Borough retains all rights to require proper certification from a health care provider pursuant to all applicable laws.

ARTICLE VIII

ASSOCIATION NOTIFICATION

Proposed new rules and modifications of existing rules governing working conditions shall be negotiated with the Stone Harbor Police Department PBA representatives before they are established as pursuant to New Jersey Employer-Employee Relations Act P.L. 1974, c.123 effective January 20th, 1975, Section 7, Paragraph 3.

ARTICLE IX

WORK WEEK AND OVERTIME

A. For PBA contractual employees, the annual hourly schedule shall be 2080 hours. All employees on Squads 1 through 4 shall work twelve (12) hour shifts. For Detectives and Officers assigned to special assignment, their shift shall be determined by the Chief of Police as long as they have a regularly assigned shift. The regularly assigned shift may be modified by the Chief at his discretion for legitimate law enforcement reasons. Pay periods shall be bi-weekly based on 80 hours (2080 annual hours divided by 26 bi-weekly pay periods).

B. Bi-weekly paychecks for 12 hour shift employees will be comprised of regular hours worked, vacation hours, sick hours, holiday hours, personal day hours, training day hours, and/or comp time and return time hours. Twelve (12) hour shift employees will work 84 hours every two weeks with 4 hours becoming return time hours to be used during the current year. Return time used, but not earned, shall be reimbursed by the employee of the Borough of Stone Harbor.

C. The PBA acknowledges and agrees that the Borough shall continue to be entitled to make such elections as it deems appropriate pursuant to the Fair Labor Standards Act regarding the computation of time worked under Section 7(k) of the Act. Notwithstanding this election, contractual overtime shall not be affected. Employees,

including detectives, shall receive overtime for the time worked beyond their regularly assigned shift.

D. In calculating overtime, any fraction over a half-hour shall constitute a full hour. Anything less than one-half hour shall not constitute overtime. Overtime will be computed on a daily basis after completion of twelve (12) hours in a shift. Overtime shall be calculated at one and one-half times the amount of the employee's hourly base pay.

E. If an Employee is called to duty on his day off, or recalled to duty, he shall be paid for all hours worked and shall be guaranteed a minimum of two (2) hours at time and one half rate provided such time is not contiguous to his regular work day. Time contiguous to the Employee's regular work day shall be paid for actual time worked only. The Borough reserves the right to work the employee for a full two (2) hours in such circumstances.

F. If an Employee is required to stand by for a "call to duty" at his home or any other place, he shall be compensated for such stand-by time with compensatory time off at the rate of time and one-half.

G. If an Employee is required to attend court during his off-duty hours, he shall be paid at the rate of time and one-half for his hours in attendance in court with a minimum guarantee of two (2) hours.

H. Employees working the shift wherein the time is moved forward to initiate Daylight Savings Time (traditionally the first Saturday

Night Shift in April), shall have one hour deducted from their bank of Return time to accurately reflect the actual hours worked.

Employees working the shift wherein the time is moved back to return to Standard Time (traditionally the last Saturday Night Shift in October), shall be paid in accordance with Paragraph D of this Article.

If an Employee who is scheduled to work on either of these shifts, utilizes Vacation, Holiday, Return or Compensatory Time to take any portion of or the entire shift off, the employee shall have the number of hours deducted from the appropriate bank that accurately reflects the number of hours that is actually taken off.

I. Whenever an Employee is out of sick leave, every effort shall be made to replace him with a regular, full-time officer.

ARTICLE X

VACATIONS

A. Within the first anniversary year but after three (3) months of employment, an officer shall be entitled to forty (40) hours of vacation time. Thereafter, the entitlement shall be:

2nd through the 10th year	136 hours
11th through the 15th year	160 hours
16th through the 20th year	168 hours
Over 20 years	240 hours

B. The vacation period shall be from the day after Labor Day to, and including the following June 30th. Vacations shall be granted by seniority and upon application. Vacations which encompass the Christmas Holiday shall be rotated according to seniority. An Employee shall not be called to duty on his vacation days except in case of emergency. All vacation time shall be computed from the original date of continuous employment with the Borough.

C. If an Employee is called to duty while on vacation, he shall be compensated for all time worked at a rate of double time, and shall be guaranteed a minimum of two (2) hours, except in the case of a "state of emergency" declared by any Federal, State, County or Local Agency or Officer having jurisdiction over the Borough.

D. There shall be no carry-over of vacation days. All vacation days shall be taken during the prescribed time, (day after Labor Day to June 30th).

E. Vacation hours can not be taken in less than four (4) hour increments.

F. Annual Vacation Leave with pay is earned on a pro-rated basis based upon an employee's service with the Borough. Initial year of hire vacation days must be earned before they can be used. Each year thereafter, each employee shall become entitled to his or her vacation leave as specified above in this Paragraph A on January 1st of said year.

An employee who leaves Borough service before end of calendar year shall have his or her vacation leave pro-rated based upon time earned. An employee shall reimburse the Borough for paid vacation leave days used in excess of his or her pro-rated entitlement. An employee who leaves Borough service shall be paid for unused earned vacation leave.

G. Vacation shall not accrue while an employee is absent from work on Sick Leave for longer than fifteen (15) calendar days.

ARTICLE XI

HOLIDAYS AND PERSONAL LEAVE TIME

A. Employees are entitled to a total of One Hundred Twenty-Eight (128) hours of Holiday and Personal Leave Time. In anticipation of continued employment, this time is credited to the officer's leave bank on January 1st of each year with the understanding that the officer will remain employed with the Borough for the entire calendar year. An employee who leaves Borough service before the end of the calendar year shall have his or her Holiday and Personal Leave allowance pro-rated based upon time earned. An employee shall reimburse the Borough for paid Holiday and Personal Leave used in excess of his or her pro-rated entitlement. Any sum due can be credited by the Borough against any final payments due the officer.

All officers shall be required, if directed by the Chief of Police, to attend eight (8) hours of Departmental Meetings at Borough facilities which may include training.

B. Holidays and Personal Days shall be compensated by granting equal compensatory time off or by payment of salary according to the employee's pay scale. However, employees shall not be forced to take more than forty-eight (48) hours of compensatory time off per Employee.

If an Employee has remaining Holidays or Personal Days, not

exceeding eighty (80) hours, on November 30th of any year, the said Employee will be paid for those remaining Holidays and/or Personal Days, up to the maximum of payment of 80 hours, along with the first pay period of December of the current year.

C. If an Employee is called to duty while on a holiday, he shall be compensated for all time worked at a rate of double time , and shall be guaranteed a minimum of two (2) hours, except in the case of a "state of emergency" declared by any Federal, State, County or Local Agency or officer having jurisdiction over the Borough.

D. Subject to the approval of the Chief of Police, or his duly authorized representative, an Employee may take twenty-four (24) hours of Holiday time in July and twenty-four (24) hours in August, as long as the length of the daily work shift is twelve (12) hours, except that such Holiday time shall not be taken on a Friday, Saturday, or Sunday.

E. When an Employee is on extended (seven (7) calendar days or more) sick or injury leave, he shall not be paid for Holidays or personal days which accrue during that period.

ARTICLE XII

INJURY LEAVE

A. If any employee is incapacitated and unable to work because of an injury incurred while performing duty, he shall be entitled to injury leave with full pay during the period in which he is unable to perform his duties. Such injury leave shall be limited in duration to one (1) year. The Borough reserves the right to have an injured employee evaluated by a doctor of its choosing to determine the employee's extent of injury and ability to work. The employee may seek the opinion of a physician of his own choosing to render such an evaluation with any conflict between the two physicians decided by a third physician jointly chosen. During the period that an employee is on injury leave, any Workers Compensation payments issued to the employee shall be paid over or endorsed over to the Borough.

The Borough may, in its discretion and at its sole option, require or permit an employee who is off on Injury Leave to perform "light duty" if the Borough determines it is available. In such event, the Borough shall determine the work schedule for the employee assigned to "light duty" which may include but not be limited to an eight (8) hour shift. The Borough shall make every effort to maintain the officer's regular work schedule and to consider the officer's family circumstances.

B. However, if the Borough can prove that an Employee has misused this Article, the said Employee will be subject to action by the Borough. If the said Employee is found in violation of this Article, he shall be subject to action by the Borough to the extent which is provided within this Agreement and any Ordinance(s) governing the Department of Public Safety of the Borough of Stone Harbor that are now in effect, and the Statutes of the State of New Jersey.

C. Any injury received by an Employee that is not duty related, or in any way related to required police activity, and that results in an Employee being absent from duty shall be considered as "Sick Leave" absences and shall be governed by the sick leave policy. Each hour that the Employee is absent from duty shall be counted as a "Sick Leave" hour.

ARTICLE XIII

SICK LEAVE AND
ACCUMULATED SICK TIME BANK

A. Sick Leave. All employees shall be entitled to sick leave with pay in accordance with the following conditions:

1. Sick leave for purposes herein is defined to mean an employee is absent from work because of:
 - a. Personal illness or injury;
 - b. Exposure to contagious disease;
 - c. Care, for a reasonable period of time, of a seriously ill member of the employee's immediate family. (Spouse, Child, Mother, Father, and Sibling who are residing in the employee's household.
2. Full-time employees shall be entitled to sick leave days on the basis of eight (8) hours per month during the remainder of the first calendar year of employment after initial appointment; and one-hundred and twenty (120) working hours in every calendar year thereafter.
3. Personal illness must be reported by the employee or the employee's spouse or family member if the employee is

incapacitated and unable to make the call at least one hour prior to the employee's starting time for each day of illness in order to receive consideration for compensation for that day. In instances where an employee knows that his sick leave will extend beyond one day, the employee may notify the Borough the first day of the illness of the anticipated number of sick days to be used and the required "each day notice" may be waived for these days.

4. The BOROUGH may require a physician's certificate for illnesses whenever such requirement seems reasonable and further may adopt such other sick leave verification procedures as it may deem appropriate. The attending physician or the physician office representative must sign all physicians' certificates.
5. Abuse of sick leave shall be cause for disciplinary action. The Employer must warn employees about excessive absences and lateness. All warnings must in writing and signed by the employee. Any disagreements as to discipline are subject to the parties' grievance procedures but disagreements as to warnings may not be processed to arbitration.
6. Employee shall be allowed to use up to sixteen (16) hours of

sick leave per calendar year in minimum increments of at least two (2) hours to attend physician visits or to take other family members to physician visits. Employees must present evidence of the visit upon return to work to be entitled to the paid time off.

7. Employees covered under this Agreement, shall be allowed to donate his/her accrued sick leave from their earned and accumulated sick leave bank to eligible employees as defined below:

a. An employee shall be eligible to receive donated leave if the employee:

1. Has completed at least one (1) year of continuous service with the Borough;
2. Has exhausted all accrued sick, vacation and personal leave and all compensatory time off;
3. Has not, in the two-year period immediately preceding the employee's need for donated leave, been disciplined for chronic or excessive absenteeism, chronic or excessive lateness or abuse of leave; and

4. Suffers from a catastrophic health condition or injury.

8. For purposes of this Section, a catastrophic health condition or injury is a life-threatening condition or combination of conditions or a period of disability required by his/her mental or physical health or the health of the employee's fetus and requiring the care of a physician who provides a medical verification of the need for the employee's absence from work for sixty (60) or more work days.

B. ACCUMULATED SICK TIME BANK

1. Effective January 1, 2012, an employee may carry forward unused sick time up to one hundred and twenty (120) hours per year, up to a maximum of One Thousand Ninety (1090) hours.
2. This accumulated sick leave time shall NOT have any cash value upon separation of employment with the Employer.
3. For all employees employed hired on or before December 31, 2011, they will have available and be permitted to use up to One Thousand Ninety (1090) hours less any accumulated sick

leave until the employee would have been eligible to earn One Thousand Ninety (1090) hours of sick leave. [Based upon earning 120 hours of sick leave per year, the breakeven point is nine (9) years, one (1) month].

Example

	<u>EARNED</u>	<u>AVAILABLE</u>	<u>TOTAL</u>
Year 1	120	970	1090
Year 2	240	850	1090

If in Year 1 an employee required 1000 hours sick leave, he would be required to use his 120 hours of earned sick leave and then he would be permitted to use 880 additional hours from the alternate bank. Then assuming the same employee has another situation requiring him to need 1000 hours of sick leave in Year 2, he would be again required to use his 120 hours of earned sick leave for that year but, he would only have available to him is 850 hours. The required additional thirty (30) hours of sick leave which would not be available to the Officer would have to be made up by other accrued time, such as vacation.

4. For an employee to use sick leave, as defined in Section A(1) above, beyond the employee's annual earned time, a letter from the employee's physician certifying the need will be

necessary. The employee must submit the physician's letter to the Chief of Police and the Borough Administrator in advance of the use of the employees' accumulated leave bank. An employee's appropriate representative (Parent, Spouse, Union Representative) may provide this notification if the employee is physically unable.

5. The Borough reserves the right to have an independent Physician review a case in the event that questionable use of the time should occur.
6. If the employee uses their accumulated leave bank, it will be charged against the leave permitted under the Family and Medical Leave Act. (N.J.A.C. 4A:6-1.21B).
7. Employees will be subject to verification procedures as set forth in the Police Department's Standard Operating Procedures as established on this date. This Policy is subject to revision.
8. Any time lost for injuries sustained while on duty are specifically excluded from this Article.

9. If an employee uses sick leave beyond the employee's annual earned time, they shall not be entitled to earn any other leave time as set forth and defined within this Agreement.
10. Whenever an Employee is out on sick leave, every effort shall be made to replace him with a regular, full-time officer.

ARTICLE XIV

INSURANCE, HEALTH AND WELFARE

A. HEALTH INSURANCE BENEFITS

1. The Borough agrees to provide comprehensive medical and hospitalization insurance through the New Jersey State Health Benefits Plan, as it exists or as modified by the State Health Benefit Program (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 Benefits Program, for all employees and eligible dependents covered by this Agreement.

The Borough reserves the right to change health insurance providers or plans so long as in the aggregate substantially similar benefits are provided in the new plan as compared to the previous plan. **EXISTING PROGRAM DOCUMENTATION IS PROVIDED TO EACH EMPLOYEE.**

2. An Employee may waive health insurance benefits in accordance with the Borough Health Insurance Waiver Policy in return for a quarterly stipend.

B. The Borough shall provide liability insurance coverage on Employees in their personal vehicles when said vehicles are used in the scope of their employment including travel to and from schools, meetings and other destinations that have been approved and attendance is required. The Borough will compensate an Employee for the use of his

vehicle at the IRS mileage rate effective in the previous calendar year when the Employee's vehicle is used in traveling to and from schools, meetings and other destinations as required by the Chief of Police and/or the Borough.

C. The Borough shall supply to all Employees necessary legal advice and counsel in the defense of charges filed against them in the performance of their duties or the defense of settlement of claims for personal injury, death or property damage, arising out of or in the course of their employment as authorized by R.S. 40A:14-155, and the Borough shall agree to carry liability insurance insuring said Employees against liability for negligence in the performance of their duties with limits of Three Hundred Thousand (\$300,000.00) Dollars for personal injury and property damage of Five Hundred Thousand (\$500,000.00) Dollars for a single occurrence and Seven Hundred Fifty (\$750,000.00) Dollars in the aggregate.

D. The Borough shall provide for false arrest insurance coverage in amounts of Three Hundred Thousand (\$300,000.00) Dollars per individual and Five Hundred Thousand (\$500,000.00) Dollars per incident protecting the Police Officer.

E. Prescription Plan

The Borough agrees to provide a Co-Pay Prescription Plan for employees and dependents through the New Jersey State Health Benefits Plan. The co-payments 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.

In the event the Borough changes the provider of its Prescription Plan to a carrier other than the New Jersey State Health Benefits Plan, the Prescription Co-Pays shall become the following:

- a. \$10.00 co-payment is required for Mail-In Prescriptions.
- b. \$15.00 co-payment is required for Generic Prescription Drugs.
- c. \$25.00 co-payment is required for Brand Name Prescription Drugs.

All benefits under the Prescription Drug Program are subject to the terms of the Group Policy.

F. The Borough shall provide a Dental-Eye Care Program to assist the Employee with the cost of usual, customary, reasonable dental and eye care, according to the following payment schedule:

Single	\$500.00 per annum
Husband/Wife	\$750.00 per annum
Parent/Child	\$750.00 per annum
Family	\$1000.00 per annum

Employees shall receive compensation when an appropriate voucher accompanied by a receipted bill from a dentist, optometrist, ophthalmologist or optician has been approved by Mayor and Council.

G. All employees shall pay a cost contribution for Health Insurance Plan coverages according to the provisions of P.L. 2011, Chapter 78, Pension and Health Benefits Reform Law adopted June 2011. Payments shall be made by the way of withholdings from each employee's payroll checks. The Board shall establish and adopt a Section 125 Plan so that said contributions would be "pre-tax.

ARTICLE XV

CLOTHING ALLOWANCE

A. The Borough shall supply to all new hires an initial issue of uniforms and equipment, including shoes and ties, as approved by the Chief of Police and the Public Safety Committee. New hires, after one (1) year of the initial issue, and current Police Officers shall be provided with an annual clothing allowance of Six Hundred (\$600.00) Dollars for replacement of uniforms and equipment.

B. Uniform and equipment replacement, as approved by the Chief of Police and the Public Safety Committee will be on a receipt turn-back basis.

C. The Borough will not be responsible for the additional cost of new uniforms based on a voluntary uniform change presented by the PBA. The cost of such a uniform change shall be accomplished within the annual uniform allowance as stated above.

D. Year round non-uniformed Police Officers shall receive Six Hundred Fifty (\$650.00) Dollars as a clothing allowance and shall be reimbursed on a receipt turn-back basis subject to the approval of the Borough Council upon recommendation of the Chief of Police.

E. If an Employee's personal clothing is damaged during the performance of his duties, the Borough shall compensate the Employee for the cost of repairs and/or cleaning and, if necessary, the replacement of the clothing so damaged.

ARTICLE XVI

EMERGENCY LEAVE

A. In the event of the death of the wife, husband, son, daughter, parent, step-parent, step-children, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents or grandchildren of any Employee, or domestic partner or person in a civil union status with an Employee, said Employee shall be granted time off with pay from the day of death through the day after interment.

B. If an Employee's vacation is interrupted by such a death and he notifies the Chief of Police or his Shift Commander within twenty-four (24) hours, the number of days shall be added to his vacation.

ARTICLE XVII

MILITARY LEAVE

A. Any Employee called into the Armed Forces of the United States of America during a national emergency or as a result of a draft shall be given all the protection of applicable law and leave of absence shall be granted.

B. Employees who are presently subject to existing Reserve requirements of the United States Armed Forces shall be covered by the Military Compensation Agreement made in Section A above.

ARTICLE XVIII

GRIEVANCE PROCEDURE

A. The purpose of this grievance procedure shall be to settle all grievances between the Borough and the PBA and its local members as quickly as possible at the lowest level possible so as to assure the efficiency and harmony of the concerned parties.

A grievance is defined as any disagreement between the Borough and the PBA or its local members involving the interpretation, application or violation of this Agreement or the violation of policies, agreements and/or administrative decisions affecting them, including minor discipline that provides for suspension but not for oral warnings, written reprimands, its performance reviews or notices affecting any employee covered by this Agreement.

A grievance must be filed within thirty (30) calendar days from the occurrence of the grievance and all grievances shall be processed as follows:

1. They shall be discussed with the member(s) involved and the PBA representative and the Chief of Police. An answer shall be given to the PBA within five (5) business days by the Chief or his designee.
2. If the grievance is not settled through Step 1, the same shall be reduced to writing by the PBA and submitted to the Borough Administrator within five (5) days and the answer to such

grievance shall be made in writing to the PBA representative within seven (7) business days of the receipt by the Borough Administrator.

3. If the grievance is not settled in Steps 1 and 2, it shall be submitted in writing to the Chairperson of the Public Safety Committee within ten (10) days for review by the Public Safety Committee. The answer to such grievance shall then be made in writing to the PBA representative within ten (10) business days after receipt by the Chairperson of the Public Safety Committee.
4. If the grievance is not settled through Steps 1, 2 and 3, the PBA shall have the right to submit the dispute to arbitration within thirty (30) days of the receipt of the determination following Step 3 above, pursuant to the rules and regulations of the Public Employment Relations Commission. The Arbitrator shall have full power to hear the dispute and make final determination which shall be binding on all parties. The cost of the arbitration shall be borne equally by the PBA and the Borough. The arbitrator shall limit himself/herself to the interpretation and application of the terms of this Agreement and to the issues submitted to him/her and consider no other(s). The arbitrator shall have no authority to add to, detract from, alter, amend or modify any provision of this

Agreement or any policy of the Borough or impose on any party thereto a limitation or obligation not provided in this Agreement.

5. Failure of any grievance to be answered within the time periods provided shall be deemed to be a denial of the grievance.

B. Nothing herein shall prevent any member of the Police Department from processing his own grievance provided a representative of the PBA may be present at such hearings and provided further that no settlement with any member shall violate this Agreement.

ARTICLE XIX

UNSAFE VEHICLES

A. The Borough shall repair unsafe vehicles as soon as is practicable under the circumstances or remove same from patrol service upon the recommendation of a qualified mechanic.

ARTICLE XX

WAGES

A. Effective January 1, 2012, a new WAGE GUIDE shall apply to all bargaining unit members. The new WAGE GUIDE is attached to this MOA as Exhibit "A" and shall become part of any final agreement. The new WAGE GUIDE provides for no wage increase in 2012, an increase of 2.0% in 2013 and 2.0% in 2014, and a wage increase of 1.25% in 2015. The Longevity provision shall be removed from the contract. All Officers shall be slotted for the duration of the contract as set forth on "Exhibit A".

All current officers that are slotted and as set forth in Exhibit A below shall receive the posted wage on each January 1st. After December 31, 2015, all current officers will be entitled to advance to the next step on the wage guide on January 1, 2016 and will continue to do so annually until top step is reached.

Any Employee promoted to Sergeant shall receive the greater of Ten Thousand (\$10,000) Dollars or twenty-five (25%) percent of the differential between their current step or rank and that of the rank position being promoted to for each year until the Employee reaches the appropriate negotiated pay for Sergeant, but in no event more than the Sergeant I rate.

For Officers promoted to the Sergeant I rate prior to July 1st of any year, they shall move to the Sergeant II rate on the next January 1st and to the Sergeant III rate on the following January 1st. For

Officers promoted to the Sergeant I rate on or after July 1st of any year, they shall not move to the Sergeant II rate on the next January 1st but shall move to the Sergeant II rate on the following January 1st and to the Sergeant III rate on the next following January 1st.

B. New employees shall be paid at the Year 1 rate during their first calendar year of employment including during Academy training and thereafter. For new employees hired prior to July 1st in any year, they shall move to the Year 2 rate on the next January 1st. For new employees hired on or after July 1st of any year, they shall not move to the Year 2 rate on the next January 1st but shall move to the Year 2 rate on the following January 1st and will continue to do so annually until top step is reached.

C. Any Officer assigned to the Detective Division on a full time, year round basis shall receive a Five Hundred (\$500.00) Dollar increment added to his salary base rate. This section shall continue for the years 2012, 2013 and 2014 and 2015.

ARTICLE XXI

PROBATIONARY PERIOD

A. New Employees shall serve a probationary period of one (1) year.

ARTICLE XXII

SAVINGS BONDS

A. Upon written authorization to the Chief Financial Officer or his/her duly authorized representative, the Borough shall deduct appropriate amounts as specified by the Employee from his paycheck to be used in the purchasing of United States Savings Bonds for the said Employee.

ARTICLE XXIII

COLLEGE CREDITS

A. If, on November 1st of the current year, an Officer is certified as a N.J.E.M.T, (New Jersey Emergency Medical Technician) he shall receive an annual payment in the amount of Eight Hundred (\$800.00) Dollars. If the N.J.E.M.T. certifications are in after January 1 of any subsequent year, the Officer will receive a prorated portion of the Eight Hundred (\$800.00) Dollars annual payment. Payments will be paid at the same time Holiday Turn-Back payments are made.

B. To those Officers having, or earning, an Associates Degree or Bachelors Degree in the field of Law or Law Enforcement or in fields related thereto, such as psychology, social services and similar studies, provided such studies include courses in Law Enforcement the Borough shall pay an annual stipend, or a prorated portion of said stipend should the degree be earned after January 1 of any year, as follows:

Associate's Degree	\$ 500.00
Bachelor's Degree	\$ 800.00
Master's Degree	\$1,000.00

Said payments shall be paid along with the last pay in November of each year. The Officer must furnish to the Borough a copy of the awarded degree prior to the commencement of any of the aforementioned payments.

This Subsection B. shall not apply to employees hired on or after
January 1, 2012.

ARTICLE XXIV

PRORATION OF BENEFITS

A. Certain benefits provided for in this Agreement will be prorated based upon the Employee's service during the year. Except as otherwise specifically provided for in this Agreement, proration shall be applicable after thirty (30) days of unpaid absences in a calendar year.

B. The benefits to be prorated are:

1. Annually

- a. Temporary assignment pay
- b. Holidays (Article XI)
- c. Vacations (Article X)
- d. Uniform and equipment allowance (Article XV, Section A)
(First and last year of employment)
- e. Medical benefits rate -
Family Status revision (Article XIV)
- f. Clothing allowance - non-uniformed Employees (Article XV,
Section D)
- g. N.J.E.M.T. stipend (Article XXIII)
- h. College degree stipend (Article XXIII)

ARTICLE XXV

MANAGEMENT RIGHTS

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

1. To the executive management and administrative control of the Borough government 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. Promotion of an Employee shall be made after giving consideration to the ability of an Employee to perform in the new position and then to seniority of the Employee.
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 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 in conformance with the Constitution and Laws of New Jersey and the United States.

ARTICLE XXVI

COMPENSATORY TIME

A. Compensatory time off may be granted by the Borough in lieu of the payment of overtime subject to the mutual agreement of the Employee and the Chief of Police or his duly designated representative. Such requests shall not be unreasonably denied. Due to the cyclical nature of the population change within the Borough from one season of the year to the next, it is mutually agreed that compensatory time will not necessarily be granted during the period of June 1 to September 1 of any year.

B. The minimum amount of compensatory time to be taken by an Employee at any one time shall be not less than two (2) hours.

C. It is agreed that the maximum amount of compensatory time that may be carried over to the next year by any Employee shall be One Hundred (100) hours. Any time in excess of One Hundred (100) hours existing as of November 1st of any year shall revert to the payment of overtime for the excess hours. Any such payment shall be made at the time of the payment of Holiday Turn-Back payments.

ARTICLE XXVII

DURATION OF AGREEMENT

A. This Agreement shall be in full force and effective as of January 1, 2012 through December 31, 2015. Bargaining for the next succeeding contract shall commence on or about September 1, 2015. In the event an impasse is reached on negotiations the parties will agree to mediation and fact finding pursuant to N.J.S.A. 34:13A-1 et seq. If an agreement is still not reached following mediation and fact finding, the parties will agree to submit their issues to an Arbitrator whose decision on the terms of said collective bargaining agreement shall be binding upon both parties. The Arbitrator shall be selected in accordance with the rules and regulations of the Public Employment Relations Commission. The cost of said Arbitrator, including the Arbitrator's fee, shall be born equally by both parties.

B. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice in writing no sooner than one hundred fifty (150) days nor later than one hundred twenty (120) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

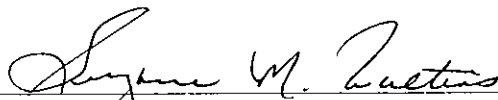
IN WITNESS WHEREOF, the parties have set their hands and seals at Stone Harbor, New Jersey on this 29 day of December, 2011.

WILDWOOD LOCAL NO 59
POLICEMEN'S BENEVOLENT
ASSOCIATION OF NEW JERSEY

BOROUGH OF STONE HARBOR
CAPE MAY, NEW JERSEY



Department PBA Representative

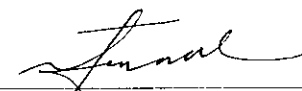


Mayor

Attest:

Attest:





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APPENDIX "A"
BOROUGH OF STONE HARBOR

SALARY SCHEDULE

	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Sergeant III	\$85,121	\$93,633	\$95,506	\$97,416	\$98,634
Sergeant II	\$85,121	\$91,036	\$92,857	\$94,714	\$95,898
Sergeant I	\$85,121	\$88,868	\$90,646	\$92,459	\$93,614
Step 16		\$86,701	\$88,435	\$90,204	\$91,331
Step 15		\$82,921	\$84,579	\$86,271	\$87,349
Step 14		\$79,141	\$80,724	\$82,338	\$83,367
Step 13		\$75,361	\$76,868	\$78,405	\$79,385
Step 12		\$71,581	\$73,012	\$74,473	\$75,403
Step 11		\$67,801	\$69,157	\$70,540	\$71,421
Step 10		\$64,021	\$65,301	\$66,607	\$67,440
Step 9		\$60,240	\$61,445	\$62,674	\$63,458
Step 8	\$78,819	\$56,460	\$57,590	\$58,741	\$59,476
Step 7	\$71,515	\$52,680	\$53,734	\$54,809	\$55,494
Step 6	\$64,446	\$48,900	\$49,878	\$50,876	\$51,512
Step 5	\$57,377	\$45,120	\$46,023	\$46,943	\$47,530
Step 4	\$50,308	\$41,340	\$42,167	\$43,010	\$43,548
Step 3	\$43,329	\$37,560	\$38,311	\$39,078	\$39,566
Step 2	\$36,169	\$33,780	\$34,456	\$35,145	\$35,584
Step 1	\$29,100	\$30,000	\$30,600	\$31,212	\$31,602

All officers shall be slotted for the duration of the contract, except for promotion as follows:

<u>Name</u>	<u>2011</u> <u>Total</u> <u>Wages</u>	<u>2012</u> <u>Total</u> <u>Wages</u>	<u>2013</u> <u>Total</u> <u>Wages</u>	<u>2014</u> <u>Total</u> <u>Wages</u>	<u>2015</u> <u>Total</u> <u>Wages</u>
Schutta, Thomas Sgt.	\$91,931	\$93,633	\$95,506	\$97,416	\$98,634
Schuck, Steve Sgt	\$91,931	\$93,633	\$95,506	\$97,416	\$98,634
Walker, Robert Sgt	\$85,121	\$88,868	\$90,646	\$92,459	\$93,614
Jackson, Gregory Sgt	\$85,121	\$88,868	\$90,646	\$92,459	\$93,614

Palmer, Chris Sgt	\$85,121	\$88,868	\$90,646	\$92,459	\$93,614
Hartzell, Dave	\$78,819	\$79,141	\$80,724	\$82,338	\$87,349
Workman, Mike	\$71,515	\$71,581	\$73,012	\$74,473	\$75,403
Sokorai, Matt	\$64,446	\$67,801	\$69,157	\$70,540	\$71,421
Smith, Joe	\$57,377	\$60,240	\$61,445	\$62,674	\$63,458
Minutolo, Matt	\$50,308	\$52,680	\$53,734	\$54,809	\$55,494
Peters, Dan	\$43,329	\$45,120	\$46,023	\$50,876	\$55,494
Bartolone, Joe	\$29,100	\$33,780	\$38,311	\$43,010	\$47,530
Grunow, Brent	\$29,100	\$33,780	\$38,311	\$43,010	\$47,530

APPENDIX "B"

APPROVED CLOTHING/EQUIPMENT LIST
PER ARTICLE XV - SECTION A

The following items are the Chief of Police and Public Safety Committee's pre-approved items of clothing/equipment that may be purchased with the PBA clothing allowance.

1. Hats
2. Shirts
3. Pants
4. Shoes
5. Coats (Spring, Fall, Winter, Rain)
6. Sweaters
7. Boots (Foul Weather)
8. Ties
9. Leather Gear
10. Emblems
11. Name Tags
12. Buttons
13. Gloves
14. Badges

The Public Safety Committee reserves the right to make additions or deletions to clothing/equipment contained on pre-approved list.