

**Agreement
Between**

**CITY OF CAPE MAY, NEW JERSEY
and
CITY OF CAPE MAY
POLICE OFFICERS**

Represented by

**LOCAL 59
POLICE BENEVOLENT ASSOCIATION**

January 1, 2018 through December 31, 2021

INDEX OF AGREEMENT
 Between
 CITY OF CAPE MAY POLICE OFFICERS
 Represented by LOCAL 59, POLICE BENEVOLENT ASSOCIATION
 and CITY OF CAPE MAY, NEW JERSEY
 January 1, 2018 through December 31, 2021

Article:	Heading:	Page:
	PREAMBLE	3
1	RECOGNITION	3
2	PBA REPRESENTATIVE & MEMBERS.....	3
3	RETIREMENT	4
4	LEAVE OF ABSENCE	4
5	HOURS OF WORK - OVERTIME.....	4
6	VACATIONS.....	8
7	HOLIDAYS & PERSONAL DAYS.....	9
8	JOB RELATED INJURIES AND SICK LEAVE	9
9	INSURANCE, HEALTH & WELFARE.....	13
10	EXCHANGE OF DAYS OFF	18
11	CLOTHING ALLOWANCE	18
12	TIME OFF.....	19
13	TERMINAL LEAVE.....	20
14	MILITARY LEAVE	20
15	GRIEVANCE PROCEDURE.....	20
16	COMMENDATION AND HONORABLE MENTION.....	21
17	PATROL CARS.....	22
18	UNSAFE VEHICLES.....	22
19	SALARY (Also see Appendix A).....	22
20	LONGEVITY.....	23
21	PROBATIONARY PERIOD & ANNIVERSARY DATE.....	23
22	OUT OF TITLE WORK.....	24
23	MANAGEMENT RIGHTS	24
24	NO STRIKE PLEDGE.....	25
25	DEDUCTIONS TO SALARY	26
26	MISCELLANEOUS	26
27	PERSONNEL FILES	27
28	JURY DUTY	27
29	SEPARABILITY & SAVINGS	28
30	FULLY BARGAINED PROVISIONS	28
31	DURATION OF AGREEMENT	28
32	ESSENTIAL PERSONNEL	28
	SIGNATURES.....	29
	APPENDIX A - FLEX CARE FORM.....	30
	APPENDIX B – SALARY GUIDE.....	31
	APPENDIX C – WAGE GUIDE.....	32

PREAMBLE:

THIS AGREEMENT, made this 20 day of August, 2018, by and between the CITY OF CAPE MAY, Cape May County, New Jersey, (hereinafter referred to as "City"), and LOCAL 59, POLICE BENEVOLENT ASSOCIATION, (hereinafter referred to as "PBA"), represents the complete and full understanding on all bargainable issues between the City and the PBA.

WITNESSETH:

WHEREAS, for the purpose of mutual understanding and in order that a harmonious relationship may exist between the City and the PBA, to the end that continuous and efficient service will be rendered to and by both parties, for the benefit of both;

NOW, THEREFORE, it is agreed as follows:

ARTICLE 1 - RECOGNITION

A. The City hereby recognizes Local 59 PBA as the exclusive collective negotiations agent for all patrolmen and sergeants in the Police Department (hereinafter referred to as "Officers").

B. The title of policeman shall be defined to include the plural as well as the singular and to include males and females.

ARTICLE 2 - PBA REPRESENTATIVE & MEMBERS

A. The City agrees to grant the necessary time off, not to exceed one (1) week, without discrimination, to any Officer designated by the PBA to attend PBA Local No. 59 State and International meetings or conventions, or to serve in any capacity on other official PBA business provided forty-eight (48) hours written notice is given to the City by the PBA, and further provided that for other than convention leave, approval must be received from the City for the Officer seeking leave to participate on "official PBA business" and further provided that such approval shall not be unreasonably withheld. No more than (2) Officers shall be granted time off at any one time.

B. Accredited representative of the PBA may enter the City facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. When the PBA decides to have its representatives enter City facilities or premises it will request such permission from the appropriate City representatives, and such permission will not be unreasonably withheld, provided there shall be no interference with normal operations of the business of City government or normal duties of its employees.

C. One (1) PBA representative and one (1) assistant PBA representative may be appointed to represent the PBA in grievances with the City.

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

necessary, and shall suffer no loss of regular pay thereby, provided that such negotiations do not impair the normal and efficient operations of the City or cause City to expend overtime monies.

E. The PBA shall advise the Chief of Police and the City Manager in writing the names, addresses, and titles of its representatives annually in January and within seven (7) days following each change.

ARTICLE 3 - RETIREMENT

Officers shall retain all pension rights under New Jersey law and ordinances of the City of Cape May.

ARTICLE 4 - LEAVE OF ABSENCE

A. A leave of absence without pay may be granted for good cause to any Officer for a period of up to six (6) months. This is to be at the discretion of the City Manager after recommendation from the Chief of Police and his authorized representative. Said leave may be extended for up to an additional six (6) months period of time in accordance with New Jersey Department of Personnel statutes.

B. Family/Medical Leave of Absence will be granted in accordance with the provisions of the "Federal Family and Medical Leave Act" and the "New Jersey Family Leave Act N.J.F.L.A. and the regulations promulgated pursuant to those statutes. Under the provisions of these statutes, an Officer is entitled to twelve (12) weeks of leave during a twelve (12) month period. Officers shall be entitled to leave for the Officer's own serious health condition, or the need to care for a spouse, child or parent with a serious health condition. In addition, an Officer 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 City will grant leave in accordance with the provisions of each statute, the regulations issued for each statute, and judicial decisions interpreting the requirements of each statute. Officers taking FMLA or NJFLA Leaves may be required to use accrued sick leave, vacation, and administrative leave concurrent with the approved leave. The City retains all rights to require proper certification from a health care provider pursuant to all applicable laws.

ARTICLE 5 - HOURS OF WORK - OVERTIME

A. Work Schedule – Patrol Officers: The work schedule for patrol Officers for the duration of this Agreement shall be as follows

1. The regular work week shall consist of three (3), twelve hour days of work followed by two (2) days off, followed two (2), twelve (12) hour days of work and then followed by three (3) days off work over a fourteen (14) day work cycle. The normal work schedule is designed and intended to be a repeating schedule. The City maintains their managerial prerogative to change this schedule so long as just cause is established, reasonable notice is given the PBA and the parties negotiate the economic impact subject to N.J.S.A. 34:13A-16.

2. All Officers, subject to the above work schedule, shall receive one and one-half (1½) times their regular rate of pay for all hours worked in excess of the eighty-four (84) hour "scheduled" work period within the fourteen (14) day work cycle or in excess of the twelve (12) hour work shift. Payment shall be made in cash or compensatory time at the discretion of the Officer. If compensatory time is selected, it shall be subject to the provisions of Article 5.J. below.
3. Officers shall rotate their work shift (day and evening) every fourteen (14) days.
4. No Officer shall be required to work in excess of sixteen (16) hours in any twenty-four (24) hour period.
5. All leave time, except personal days, will be converted to hours based upon eight (8) hour days.
6. All Officers working a twelve (12) hour shift shall be entitled to one (1) forty-five (45) minute meal break and two (2) non-consecutive, fifteen (15) minute "on-call" breaks.

B. Work Schedule - Detectives: The work schedule for detective Officers for the duration of this Agreement shall be as follows:

1. The present normal police work schedule for detective Officers shall consist of eighty-four (84) hours during each fourteen (14) day work period, but the work period shall normally consist of ten (10) eight (8) hour work shifts with an additional four (4) hours at the end or beginning of one (1) or more shifts in order to attain a total of eighty-four (84) hours for the applicable work period, which shall be determined in the management discretion of the Chief of Police. Each shift shall include a forty-five (45) minute meal break and one fifteen (15) minute 'on-call' coffee break.
2. There shall be no minimum number of hours off between work periods or shift. However, there shall be no systematic or regular pattern of changes in scheduled work periods or shifts, which will result in an unreasonable number of hours off between scheduled work periods or shift.

C. Overtime

1. The hourly rate, on which the overtime (x1.5) rate is to be calculated, shall be the Officer's gross pay (base + longevity) divided by two thousand one hundred and eighty-four (2,184) hours.
2. Officers covered by this Agreement shall receive one and one-half (1½) times their regular rate of pay for all hours worked in excess of the eighty-four (84) hour "scheduled" work period within the fourteen (14) day work cycle or in excess of the twelve (12) hour work shift (for patrol Officers) or in excess of the eight (8) hour work shift (for detective Officers); provided that up to a total of four (4)

hours of total time in excess of the normal eight (8) hour work day can be scheduled for detective Officers during each fourteen (14) day work period in order to reach a total of eighty-four (84) hours without pay at the overtime rate.

3. When the Police Department determines that additional manpower for functions requiring Officers is needed on the current shift, the Police Department will offer overtime in the following manner:
 - (a) All overtime, for functions within the Police Department, will be offered to full time, permanent Officers before overtime is offered to temporary or part time Officers.
 - (b) Should no Officer be available for an overtime assignment after exhausting the above procedures, the Police Department has the prerogative to order the holdover and call-in of Officers pursuant to the provisions of this Agreement.
 - (c) No procedure set forth above, shall or is intended to supersede management right and does not apply to seasonal or special event and functions customarily performed by temporary or part time personnel the Police Department.

C. Hold-Overs

In computing overtime payment in accordance with this Article 5, no compensation shall be paid for up to thirty (30) minutes, but Officers shall be compensated one (1) hour for all time over thirty-one (31) minutes.

D. Recall To Duty

If an Officer is recalled to duty, they shall receive a minimum guarantee of three (3) hours' compensation at the premium rate set forth in Article 5; provided said recall duty is not contiguous with the Officer's normal shift. Should the Officer be called out twice within the same three (3) hour period, they shall receive only one three (3) hour minimum guarantee compensation.

E. Pay Schedule

Overtime compensation shall be paid as submitted each pay period.

F. Court Time

In the event an Officer appears in Court during other than their regularly scheduled work period on official municipal business, they shall receive minimum compensation as follows:

1. For any number of municipal court appearances in one (1) day, a guaranteed two (2) hours' compensation, and hour for hour beyond two (2) hours.
2. For any number of county court appearances in one (1) day, a guaranteed three (3) hours' compensation, and hour for hour beyond three (3) hours.

G. Compensatory Time

1. Officers may elect to take compensatory time instead of payment for over time.
2. If elected, Officers shall receive 1.5 hours for every hour of overtime and may accrue compensatory time up to one hundred forty four (144) hours total. An Officer can only have an accumulation of one hundred forty-four (144) compensatory hours at any point in time. This accumulation does not end at the end of the calendar year and begin anew; rather said accumulation carries forward into the successor years.
 - (a) Once an employee accrues one hundred forty-four (144) hours of compensatory time, the employee shall receive cash payment for all overtime.
 - (b) In the event an employee uses compensatory time and once again falls below the one hundred forty-four (144) hour cap, the employee may once again earn compensatory time up to that cap.
 - (c) The use of said compensatory time shall be subject to the advance approval of the Chief of Police, and subject to staffing needs as determined by the Chief of Police.
 - (d) Any compensatory time earned by a Detective under Article 19 shall be subject to this one hundred forty-four hour cap.
3. At the end of each year, provided the City has sufficient funds, Officers may elect to receive payment for their accrued compensatory time subject to the following:
 - (a) Officers must notify the City by October 1st of their intent to cash-in their compensatory time.
 - (b) The City shall notify the Officer by November 1st, if the request can be honored based on the City's budgetary constraints.
 - (c) If approved, Officers shall receive payment for said compensatory time at their regular rate of pay in their first pay in December.
 - (d) If disapproved the Officer must carry this compensatory time into the following year and it shall be subject to the one hundred forty-four (144) hour cap as set forth in Article 5.G.(2) above.

K. Exchange of Shifts

It is agreed that Officers who participate in exchanges of shifts shall not become entitled to overtime as a result of the exchange of shift. It is further agreed that Officers will not call in sick for the sole purpose of providing another Officer with overtime.

- L. The City may schedule six (6) unpaid meetings per calendar year with its Sergeants to discuss and review administrative matters. The meetings shall not exceed a total of two (2) hours outside of the Sergeant's normal work day. Each Sergeant shall be granted eight (8) hours of compensatory time off each calendar year in consideration for the attendance at these City called Sergeant's meetings. The use of the compensatory time off shall be in accordance with approval of the Chief of Police.

ARTICLE 6 - VACATIONS

- A. Annual vacation leave shall be granted on the basis of the number of years of continuous City employment in accordance with the following schedule:

<u>Years of Service</u>	<u>Leave Time-Hours</u>
Up to end of 1 st calendar year	8 hours per month of service
Beginning 2 nd through 5 th year	120 hours
Beginning 6 th through 10 th year	144 hours
Beginning 11 th through 15 th year	180 hours
Beginning 16 th through 19 th year	216 hours
Beginning 20 th year and beyond	240 hours

NOTE: The vacation schedule in the agreement which expired on December 31, 2017 shall no longer be in effect after January 1, 2018. Nevertheless, any current employee who is entitled, as of December 31, 2017 to a greater amount of vacation leave under that vacation schedule shall be entitled to and frozen at those vacation hours until he/she is entitled to a greater amount under the new January 1, 2018 vacation schedule.

- B. If the taking of vacation would be impossible during the calendar year earned due to City's denial of leave, then vacation time may be carried over to the next succeeding year only, but will not be permitted to accumulate from year to year thereafter. The carried over vacation leave must be taken by June 1st of year into which such leave was carried.

- C. The vacation period shall be from January 1st through June 15, and from the day after Labor Day through December 31st of each year. By mutual agreement between individual Officers and the Chief of Police, vacations may be permitted from June 16th through Labor Day.

- D. Officers may start their vacations on any day. Vacations may be taken in one (1) day increments with the approval of the Chief or her designee.

- E. Vacation leaves as set forth in Article 6.A. above shall be credited at the beginning of the year, but are earned throughout the year. If employment terminates at a point when the Officer has taken

more vacation leave than had been earned on a pro-rata basis during the year to the date of termination, the City shall adjust the Officer's final paycheck to recover the unearned, but taken, vacation time.

F. To calculate "years of service" for the purposes of the vacation entitlements set forth in Article 6.A. above, the calendar year hired shall be subtracted from the current calendar year, and then the resulting number shall be increased by one. (For an Officer hired during any month of 1980, for example: $1988-1980 = 8+1 = 9$ th year of service.)

G. Where sick leave is exhausted, vacation time may be used to meet family need in the event of catastrophic illness.

ARTICLE 7 - HOLIDAYS & PERSONAL DAYS

A. Holidays

The following holidays will be recognized:

- | | |
|----------------------------|----------------------------|
| 1. New Year's Day* | 8. Labor Day+ |
| 2. Martin Luther King Day* | 9. Columbus Day+ |
| 3. Lincoln's Birthday | 10. Veterans' Day+ |
| 4. President's Day+ | 11. General Election Day |
| 5. Good Friday | 12. Thanksgiving |
| 6. Memorial Day+ | 13. Day After Thanksgiving |
| 7. Independence Day* | 14. Christmas* |

* Actual Holiday

+ Observed by City on Designated Date

Any Officer who works a holiday, except for Thanksgiving and Christmas, as set forth in this Agreement, shall receive straight time pay unless the hours worked in the applicable work period exceeds eighty-four (84) hours. Officers who work Thanksgiving and/or Christmas shall receive one and one-half (1-1/2) their regular rate of pay for all hours worked.

B. Personal Leave. All Officers covered under this Agreement shall be allowed three (3) days of personal leave with pay annually, not deducted from sick leave. Such leave shall not accumulate from year to year. Personal leave entitlements for the entire year shall be credited to each Officer at the beginning of each calendar year in anticipated of continued employment for the full year. In the event an Officer terminates employment, takes a leave of absence, or has any other change in status where such leave is not earned for a portion of the year, the City shall recover the pro-rated value of said leave and any Officer who utilizes more leave than is earned shall be required to reimburse the City for the value of the used, but unearned, leave.

ARTICLE 8 - JOB RELATED INJURIES AND SICK LEAVE

A. Job Related Injuries.

The City shall continue the Injury Leave Policy consistent with N.J.S.A. 40A:14-137.

If an Officer is incapacitated and unable to work because of an injury sustained in the performance of his police duties, as evidenced by a Certificate of a City-designated physician or other doctor acceptable to the City, he/she shall be granted in addition to his annual sick leave with pay or any accumulations thereof, leave of absence with pay for a period of three hundred sixty five (365) days or so much thereof as may be required, as evidenced by certificate of a City-designated or accepted physician, but not longer than a period of which workers compensation payments are allowed.

If at the end of such three hundred sixty five (365) day period the Officer is unable to return to duty, a Certificate from the City-designated or accepted physician shall be presented, certifying to this fact, and the Officer may elect, if he or she so desires, to use all or any part of the sick leave accumulated to supplement compensation payments so that the combined compensation payments and sick leave and allowance will approximate the Officer's regular basic wage or salary payment.

During the period in which the full salary or wages of any Officer on disability leave is paid by the City, any workers compensation payments made to or received by or on behalf of such Officer shall be deducted from the amount carried on the payroll for such Officer or shall be assigned to the City by its insurance carrier or the Officer.

Whenever the City-designated physician or physician acceptable to the City shall report in writing that the Officer is fit for duty, such disability leave shall terminate and such Officer shall forthwith report for duty.

Furthermore, if an Officer during the period of his disability is fit to perform "other" light duties, the City may, at its discretion, allow or require such Officer to perform these light duties. The Officer's ability to perform such light duties shall be determined by a City-designated physician or other physician acceptable to the City.

Officers on job-related disability leave and authorized to return from said leave on light duty are required to report same to the Chief of Police.

Any Officer on injury leave resulting from injury while on duty shall continue to accrue sick leave credits while he/she remains on the payroll.

B. Sick Leave.

1. Amount of Sick Leave.

The minimum sick leave with pay shall accrue to a full time Officer on the basis of twelve (12) hours per month during the remainder of the first calendar year of employment after initial appointment up to one hundred twenty (120) hours; and one hundred twenty (120) hours in every calendar year thereafter at the beginning of each calendar year in anticipation of continued employment.

Any amount of sick leave allowance not used in any calendar year shall accumulate to the Officer's credit from year to year, to be used if and when needed for such purposes.

An Officer who voluntarily terminates employment or is discharged for cause before the end of the calendar year shall reimburse the City for paid working days in excess of his or her prorated and accumulated sick leave entitlement.

2. Reporting of Absence on Sick Leave.

If an Officer is absent for reasons that entitle him/her to sick leave, he/she shall notify the Communications Operator or Shift Supervisor on duty that he/she will not be reporting for duty because of illness or injury. Notification must be made a minimum of one (1) hour prior to the Officer's reporting time or sooner when possible.

If the Officer is unable to call or report out sick or injured personally, a relative or other responsible individual may make the necessary notification. The caller shall specify the reason why the Officer cannot make the notification personally as well as notifying the department of the place of confinement of the Officer.

Notification of absence due to sickness or injury shall include the general nature of the illness or injury the Officer is suffering that will prevent him/her from reporting for duty and shall be noted on the Department Sick/Injury Report Form.

3. Address of Confinement.

Officers or other employees reporting out sick or injured shall remain at their residence or place of confinement for the entire period of time they should have been working.

Any Officer leaving his/her residence or place of confinement during his/her period of sick/injury leave shall notify the Communications Operator or Supervisor on duty of the reason for leaving and his/her destination. Further, the Officer shall notify the Communications Operator or Supervisor on duty of their return to their place of confinement as soon after returning as possible.

Officers who report out/off duty due to sickness or injury shall be available either by phone contact or in-person visit by the Chief or his designee during the time required to be at home or place of confinement. Telephone answering devices, call forwarding, cellular, or similar phone services will not be considered available by phone.

4. Verification of Sickness/Injury.

Officers absent from duty for more than three (3) consecutive work days due to sickness or injury shall provide the Chief or his authorized representative with written verification of the sickness or injury from a physician.

Officers absent from duty after six separate instances during a calendar year may be required to provide written verification of the sickness or injury regardless of the number of days absent.

Officers suspected of sick leave abuse due to a continued pattern of "call outs" will be required to submit a written verification from a physician regardless of the number of instances or days of work/duty missed.

In all instances where written verification of an injury or illness from a physician is required, the written verification must state the general nature of the injury or ailment the Officer was treated for. The City reserves the right to require additional information in the event it deems the verification insufficient.

The City may also require a physician's certificate for illness whenever such requirement seems reasonable and further may adopt such other sick leave verification procedures, as it may deem appropriate.

Furthermore, the City may require an employee to be examined by an City-designated physician at the expense of the City.

In case of a leave of absence due to exposure to contagious disease, a certificate from the Department of Health may be required prior to the Officer's return to work. Any cost incurred for such certification shall be borne by the Officer.

Officers taken sick or injured on duty shall report the facts to their commander and shall remain on duty until relieved, unless excused by a superior officer. The only exception to this rule would be where the sickness or injury is disabling to the point of preventing compliance.

Officers who absent themselves in an improper manner shall be subject to disciplinary action being preferred against them in accordance with Police Departmental Regulations.

Absence without notice for five (5) consecutive days shall constitute a resignation not in good standing.

C. Payment of Accrued Sick Leave at Retirement.

Officers will be entitled to a cash payment upon retirement for unused sick leave in accordance with the following formulas:

1. Officers with twenty-five (25) or more years of service will be paid fifty (50%) percent of the value of accumulated unused sick leave up to a maximum of twelve thousand (\$12,000.00) dollars.
2. Officers with under twenty-five (25) years of service will be paid twenty-five (25%) percent of the value of accumulated unused sick leave up to maximum of twelve thousand (\$12,000.00) dollars.
3. Effective January 1, 2013, Officers shall be permitted to carry forward into subsequent years, all unused sick leave earned during the calendar year, but any time earned and accumulated by an Officer after December 31, 2012 shall not be

subject to a cash payment at retirement. Sick leave taken on or after January 1, 2013 shall first reduce sick leave earned and accumulated on or after January 1, 2013 before reducing the sick leave earned and accumulated prior to January 1, 2013.

ARTICLE 9 - INSURANCE, HEALTH & WELFARE

A. The City shall continue to provide and maintain group health benefits coverage and dependent coverage for all permanent full time Officers beginning on the first of the month following sixty (60) days of employment, as presently offered through the New Jersey State Health Benefits Plan ("SHBP").

B. The City shall have the right to change insurance carriers so long as substantially similar benefits are provided.

C. Upon retirement after twenty-five (25) years of pensionable law enforcement service credit and after twenty-five (25) years of service with the City, the City will provide full time Officers and their eligible dependents at the time of retirement, lifetime medical coverage as set forth in this Article and subject to (1) the conditions established below and (2) the requirements of SHBP, including requirements to participate in Medicare. Retirees shall be required to contribute toward the cost of their health benefits in accordance with P.L. 2011, Chapter 78.

Officers who retire prior to January 1, 2012, shall be subject to the premium cost sharing provisions in effect when they retired as applicable to retirees. Pursuant to P.L. 2011, Chapter 78, Officers retiring on or after January 1, 2012, either (i) with twenty-five (25) years or more of pensionable law enforcement service in a State administered retirement system and with twenty-five (25) years of service with the City or (ii) from a work related accidental disability pension, as set forth in Article 9.L. below, shall make a standard contribution to the City as a deduction from their retirement benefits.

D. All officers will continue to have their existing health insurance plan paid by the City through the SHBP. All officers shall contribute toward the cost of their health benefits in accordance with P.L. 2011, Chapter 78 as outlined under paragraph H of this Article. All officers shall receive the Direct 15 option with no additional contribution, except as provided for under P.L., Chapter 78, but may be permitted to select any option other than Direct 15; provided that if there are additional costs they will be paid by the Officer. Such additional costs may be reimbursed through the City's Flex Care Program, as set forth in Article 9.G. below. All plans provided by the City shall be without a prescription drug program, but will include prescription reimbursement under the plan's deductible and co-insurance limits (the "SHBP w/o Prescription"). In the event the options available under the SHBP change, the City shall designate the option that is most comparable to Direct 15 as the option that will continue to be offered.

E. Opt-Out

1. Any officer enrolled in the City's health insurance coverage plan may elect to waive all coverage, provided proof of coverage through another source can be demonstrated. Participation in this program is totally voluntary. Employees who waive all coverage shall receive payment which shall not exceed 25%, or \$ 5,000, whichever is less, of the amount saved

by the City because of the employee's waiver of coverage. An employee who waives coverage shall be permitted to resume coverage under the same terms and conditions as apply to initial coverage if the employee ceases to be covered through the employee's spouse for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An employee who resumes coverage shall repay, on a pro rata basis, any amount received which represents an advance payment for a period of time during which coverage is resumed. An employee who wishes to resume coverage shall file a declaration with the City, in such form as the City shall prescribe, that the waiver is revoked. The decision of the City to allow its employees to waive coverage and the amount of consideration to be paid therefor shall not be subject to the collective bargaining process.

2. The opt-out payment provided shall be paid in equal quarterly payments and appropriate deductions shall be made from the gross incentive amount.

3. The opt-out payment shall begin to be paid to the Officer no later than the first quarter after the effective date of the option.

4. There shall be no opt out for spouses or relatives where one is a dependent if both are employed by the City of Cape May. Similarly, restrictions on duplicative coverage under State law also apply.

5. An officer who waives health benefits under this Article 9E shall not be entitled to any health insurance benefits including, without limitation, participation in the Flex Care Program.

F. Pursuant to State law, the City shall provide Officers two (2) Section 125 plan benefits for pre-tax payroll deductions for health benefit contributions made equally over six (6) pay periods of each calendar year in accordance with the City's customary payroll practices as established under a "Premium Option Plan" (POP) and a Flexible Spending Account (FSA).

G. Except for Officers who opt out under Article 9.E., the City will also provide Officers a Flex Care Program benefit of \$1,400 for Officers selecting "employee only" coverage and \$2,300 for Officers selecting coverage other than "employee only" coverage. Effective January 1, 2019 and thereafter, the Flex Care Program Benefit shall be \$1,500 for Officers selecting "employee only" coverage and \$2,500 for Officers selecting coverage other than "employee only" coverage. These funds may be used for medical, prescription, dental or vision expenses, deductibles or contributions as set forth on Schedule A attached hereto.

H. The Officer premium-sharing schedule for health insurance benefits coverage as established by law P.L. 2011, Chapter 78, shall be either one and one half (1.5%) percent of their base salary or according to the contribution schedule below, whichever contribution amount is greater:

1. For family coverage or its equivalent, an Officer who earns:
 - i. less than \$25,000 shall pay 3 percent of the cost of coverage;
 - ii. \$25,000 or more but less than \$30,000 shall pay 4 percent of the cost of coverage;

- iii. \$30,000 or more but less than \$35,000 shall pay 5 percent of the cost of coverage;
- iv. \$35,000 or more but less than \$40,000 shall pay 6 percent of the cost of coverage;
- v. \$40,000 or more but less than \$45,000 shall pay 7 percent of the cost of coverage;
- vi. \$45,000 or more but less than \$50,000 shall pay 9 percent of the cost of coverage;
- vii. \$50,000 or more but less than \$55,000 shall pay 12 percent of the cost of coverage;
- viii. \$55,000 or more but less than \$60,000 shall pay 14 percent of the cost of coverage;
- ix. \$60,000 or more but less than \$65,000 shall pay 17 percent of the cost of coverage;
- x. \$65,000 or more but less than \$70,000 shall pay 19 percent of the cost of coverage;
- xi. \$70,000 or more but less than \$75,000 shall pay 22 percent of the cost of coverage;
- xii. \$75,000 or more but less than \$80,000 shall pay 23 percent of the cost of coverage;
- xiii. \$80,000 or more but less than \$85,000 shall pay 24 percent of the cost of coverage;
- xiv. \$85,000 or more but less than \$90,000 shall pay 26 percent of the cost of coverage;
- xv. \$90,000 or more but less than \$95,000 shall pay 28 percent of the cost of coverage;
- xvi. \$95,000 or more or but less than \$100,000 shall pay 29 percent of the cost of coverage;
- xvii. \$100,000 or more or but less than \$110,000 shall pay 32 percent of the cost of coverage;
- xviii. \$110,000 or more shall pay 35 percent of the cost of coverage

2. For individual coverage or its equivalent, an Officer who earns:

- i. less than \$20,000 shall pay 4.5 percent of the cost of coverage;
- ii. \$20,000 or more but less than \$25,000 shall pay 5.5 percent of the cost of coverage;
- iii. \$25,000 or more but less than \$30,000 shall pay 7.5 percent of the cost of coverage;
- iv. \$30,000 or more but less than \$35,000 shall pay 10 percent of the cost of coverage;
- v. \$35,000 or more but less than \$40,000 shall pay 11 percent of the cost of coverage;
- vi. \$40,000 or more but less than \$45,000 shall pay 12 percent of the cost of coverage;

- vii. \$45,000 or more but less than \$50,000 shall pay 14 percent of the cost of coverage;
- viii. \$50,000 or more but less than \$55,000 shall pay 20 percent of the cost of coverage;
- ix. \$55,000 or more but less than \$60,000 shall pay 23 percent of the cost of coverage;
- x. \$60,000 or more but less than \$65,000 shall pay 27 percent of the cost of coverage;
- xi. \$65,000 or more but less than \$70,000 shall pay 29 percent of the cost of coverage;
- xii. \$70,000 or more but less than \$75,000 shall pay 32 percent of the cost of coverage;
- xiii. \$75,000 or more but less than \$80,000 shall pay 33 percent of the cost of coverage;
- xiv. \$80,000 or more but less than \$95,000 shall pay 34 percent of the cost of coverage;
- xv. \$95,000 or more shall pay 35 percent of the cost of coverage;

3. For a member with child or spouse coverage or its equivalent, an Officer who earns:

- i. less than \$25,000 shall pay 3.5 percent of the cost of coverage;
- ii. \$25,000 or more but less than \$30,000 shall pay 4.5 percent of the cost of coverage;
- iii. \$30,000 or more but less than \$35,000 shall pay 6 percent of the cost of coverage;
- iv. \$35,000 or more but less than \$40,000 shall pay 7 percent of the cost of coverage;
- v. \$40,000 or more but less than \$45,000 shall pay 8 percent of the cost of coverage;
- vi. \$45,000 or more but less than \$50,000 shall pay 10 percent of the cost of coverage;
- vii. \$50,000 or more but less than \$55,000 shall pay 15 percent of the cost of coverage;
- viii. \$55,000 or more but less than \$60,000 shall pay 17 percent of the cost of coverage;
- ix. \$60,000 or more but less than \$65,000 shall pay 21 percent of the cost of coverage;
- x. \$65,000 or more but less than \$70,000 shall pay 23 percent of the cost of coverage;
- xi. \$70,000 or more but less than \$75,000 shall pay 26 percent of the cost of coverage;
- xii. \$75,000 or more but less than \$80,000 shall pay 27 percent of the cost of coverage;
- xiii. \$80,000 or more but less than \$85,000 shall pay 28 percent of the cost of coverage;

- xiv. \$85,000 or more but less than \$100,000 shall pay 30 percent of the cost of coverage;
- xv. \$100,000 or more shall pay 35 percent of the cost of coverage.

4. Officers employed:

- i. as of June 27, 2011, shall pay as of January 1, 2012 or as soon thereafter as is reasonably possible:
 - a. during the first year in which the contribution is effective, one fourth (25%) of the amount of the applicable contribution reflected under Article 9.H.1., 2. and 3. above;
 - b. during the second year in which the contribution is effective, one half (50%) of the amount of the applicable contribution reflected under Article 9.H.1., 2. and 3. above;
 - c. during the third year in which the contribution is effective, three fourths (75%) of the amount of the applicable contribution reflected under Article 9.H.1., 2. and 3. above;
 - d. thereafter, the full amount (100%) of the applicable contribution reflected under Article 9.H.1., 2. and 3. above.
- ii. as of June 28, 2011 or thereafter shall pay the full amount (100%) of the applicable contribution reflected under Article 9.H.1., 2. and 3. above.

5. Base salary shall be used to determine what an Officer earns for the purposes of this Article and shall mean pensionable salary.

6. The contribution amounts set forth in this Article 9.H. shall be the amounts required pursuant to P.L. 2011, Chapter 78. In the event that it is determined that the Schedules set forth in this Article 9.H. are contradictory to the above referenced Public Law, the requirements of the above referenced Public Law shall control.

I. The City will maintain personal liability and false arrest insurance, at coverage levels equal to or greater than those in effect at the time of this contract. A copy of the false arrest policy will be provided to the PBA upon request.

J. The City shall provide insurance coverage on Officers in their personal vehicles when said vehicles are authorized to be used in the scope of employment, as defined in the City's insurance contract.

K. In accordance with N.J.S.A. 40A:14-155 whenever an Officer 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 official duties, the City shall provide said Officer with the necessary means for the defense of such action or proceeding. In the event that an Officer utilizes counsel other than that supplied by the City, the fees and costs shall be agreed upon by the attorney and the City prior to the attorney performing such services. The above does not apply for the defense of an Officer in a disciplinary proceeding instituted against him by the City or in criminal proceeding instituted as a result of a complaint on behalf of the City. If any such disciplinary or criminal proceeding instituted by or on

complaint of the City shall be dismissed or finally determined in favor of the Officer, he shall be reimbursed for the expense of his defense. For an Officer who retires due to accidental disability after December 31, 2010 in accordance with N.J.S.A. 43:16A-7, and who receives 66 and 2/3 percent (66 2/3%) Accidental Disability Retirement Benefits from the Police and Firemen Retirement system, the City shall continue to provide the same level of health insurance benefits equivalent to the SHBP Direct 15 Plan or that plan which is provided free to all other members, which plan may be changed from time to time by the City, regardless of the date of retirement due to such disability. If the retired Officer or spouse has or takes a job with an employer who provides health benefits, he and/or she must obtain primary coverage thereunder and the City will be the secondary insurer.

L. For an Officer who retires due to accidental disability after December 31, 2010 in accordance with N.J.S.A. 43:16A-7, and who receives Accidental Disability Retirement Benefits from the Police and Firemen Retirement System, the City shall continue to provide the same level of health insurance benefits equivalent to the SHBP Direct 15 Plan or the plan which is provided free to all other members, which plan may be changed from time to time by the City, regardless of the date of retirement due to such disability. If the retired Officer or spouse has or takes a job with an employer who provides health benefits, he and/or she must obtain primary coverage thereunder and the City will be the secondary insurer.

ARTICLE 10 - EXCHANGE OF DAYS OFF

A. The Chief of Police or his/her authorized representative may grant the request of any member of the Police Department to exchange hours, duties, or days off.

B. Such request shall be reasonably granted on a uniform basis with standard rules and regulations promulgated by the Chief of Police applying to all Officers who make this request. Unavailability of same rank personnel may be reason used for denial of such exchange.

C. No exchange of tours shall result in overtime expenses for the City.

ARTICLE 11 - CLOTHING ALLOWANCE

A. The City shall supply all required uniforms, which shall be new and not previously used, and equipment to starting Officers.

B. Each detective shall be paid an annual allowance for the purchase and maintenance of clothing. The annual allowance shall be Fifty (\$50.00) Dollars for each calendar year during the term of this Agreement.

C. The cost for specialized clothing and equipment, if any, required for basic police academy training shall be reimbursed by the City.

D. In addition to the above, the City shall supply all the members with the following items:

- | | |
|---------------|-----------------|
| 1. Leather | 6. Night Sticks |
| 2. Weapons | 7. Badges |
| 3. Ammunition | 8. Emblems |

- 4. Mace
- 5. Handcuffs
- 9. Patches
- 10. Flashlight

E. Any uniforms or City-supplied equipment lost or damaged through the negligence of an Officer will be replaced or repaired by the Officer at his/her own cost and expense.

F. In the event the City directs that an entirely new uniform be utilized, the City shall pay for the initial cost of such uniform.

G. Any uniforms or City-supplied equipment lost or damaged in the line of duty will be replaced by the City.

H. Items of personal property or equipment (watch, eye glasses, sun glasses, etc.) lost or damaged in the line of duty (and which have been approved by the Chief of Police in writing prior to the loss as necessary and appropriate items to be in the Officer's possession while on duty) shall be replaced by the City.

ARTICLE 12 - TIME OFF

A. Officers shall be granted time off without deduction from pay or time owed for the following reasons:

- 1. Death in the immediate family, from the day of death up to and including the day of the funeral, not to exceed forty-eight (48) hours.
- 2. In the event of a serious illness, including childbirth, in the immediate family as defined in Paragraph B, Officers shall be allowed to use accumulated sick time or compensatory time off in order to attend to his responsibilities towards his family.
- 3. Reasonable verification of the event may be required by the City.
- 4. Such bereavement leave is not in addition to any holiday, day off, vacation leave, or compensatory time off falling within the time of the bereavement.

B. Immediate family, for purpose of this article, shall be defined as husband, wife, civil union partner, child, stepchild, mother, father, brother, sister, stepmother, stepfather, guardian, mother-in-law, father-in-law, grandmother, grandfather, grand-children, sister-in-law and brother-in-law.

ARTICLE 13 - TERMINAL LEAVE

A. Officers who have fifteen (15) or more years of service as of January 1, 2012 shall receive terminal leave computed at the Officer's rate of pay as of January 1, 2012, or the top rate of pay for patrolmen as of January 1, 2012 which was \$91,627.00, whichever is greater and shall be based upon four (4) calendar days for each calendar year of service. No Officer shall be entitled to more than one hundred (100) days.

B. Officers who have less than fifteen (15) of service as of January 1, 2012 shall receive terminal leave computed at the Officer's rate of pay as of January 1, 2012, or the top rate of pay for patrolmen as of January 1, 2012, which was \$91,627.00, whichever is greater and based upon four (4) calendar days for each calendar year of service. No Officer shall be entitled to more than eighty (80) days.

C. Payments for terminal leave shall not have any effect on payments due retiring Officers for any other leave (e.g. vacation, sick and/or personal leave).

D. An Officer may elect, subject to City approval, to go out on terminal leave and if so, the Officer shall not be entitled to accumulate any additional leave time, and once terminal leave has commenced, it shall not be interrupted.

E. If an Officer is on terminal leave, he/she shall not be entitled to accumulate or pyramid any fringe benefits. That is, such Officer shall earn no fringe benefits of any kind while on terminal leave.

F. Payments for terminal leave and other accrued leave shall be made in two (2) equal payments with the first occurring at retirement and the second occurring in the next fiscal year.

G. Terminal leave will no longer be provided to any employees hired after January 1, 2018.

ARTICLE 14 - MILITARY LEAVE

A. Any Officer called into the armed forces of the United States during national emergency or drafted, shall be given all the protection of applicable laws and leave of absence shall be granted.

B. Officers who are presently subject to existing reserve requirements of the United States Armed Forces or reserve shall be covered by the military compensation agreement made in Article 14.A.

ARTICLE 15 - GRIEVANCE PROCEDURE

A. Purpose and definition.

1. The purpose of the grievance procedure shall be to settle all grievances between the City, the PBA and Officers as quickly as possible, so as to assure efficiency and promote employee morale.
2. With regard to Officers, the term "grievance" as used herein means an appeal by an individual Officer or the PBA on behalf of an individual Officer or group of Officers, from the interpretation, application, or violation of policies, agreements, and administrative decisions affecting them. With regard to the City, the term "grievance" as used herein means a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.
3. With respect to Officer grievances, no grievance may proceed beyond step 2 herein unless it constitutes a controversy arising over the interpretation,

application, or alleged violation of the specific terms and conditions of this Agreement.

B. Steps of the grievance procedure. All grievances shall be processed as follows:

Step 1: They shall be discussed with the Officers involved and the PBA representatives, with the Chief of Police, or any representative designated by him/her within ten (10) days after the incident complained of. An answer shall be made to the PBA within five (5) days by the Chief of Police or his/her designated representative to the PBA representative.

Step 2: If the grievance is not settled through step 1, the same shall be reduced to writing by the PBA and submitted to the City Manager or any person designated by him within five (5) days and the answer to such grievance shall be made in writing, a copy to the PBA, within five (5) days of the submission.

Step 3: If the grievance is not settled through steps 1 and 2, either party may refer the matter to the Public Employment Relations Commission within ten (10) days after the determination by the City Manager. An arbitrator shall be selected pursuant to the rules of the Public Employment Relations Commission.

C. No arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision by the City Manager. In the event the aggrieved elects to pursue Civil Service procedures, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration. Whichever party to this Agreement files for arbitration with PERC and thereafter elects to pursue Civil Service procedures shall pay whatever costs may have been incurred in the processing of the case to arbitration.

D. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add, to modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

E. The costs for the services of the arbitrator shall be borne equally by the City and the PBA or the Officer. Any additional costs shall be paid by the party incurring same.

F. The decision of the arbitrator shall be final and binding on both parties.

G. The arbitrator's award shall be in writing specifying reasons for such decision.

ARTICLE 16 - COMMENDATION AND HONORABLE MENTION

A. For commendation and honorable mention, time off awards not to exceed two (2) days for commendation and one (1) day for honorable mention shall be granted, subject to review and award of time off by City Council.

B. The parties agree to establish a review board, which shall be comprised of the Mayor, the Chief of Police, the City Manager, and one (1) Officer from the Police Department, elected by the

members of the Police Department. It shall be the duty of this board to review recommendations for awards and make recommendations for awards to the City Council.

- C. This Article shall not be subject to grievance procedures.

ARTICLE 17 - PATROL CARS

A. All new patrol cars shall be air conditioned and shall contain AM-FM radios, and shall be equipped with tilt steering wheels if available and included in state contract for police vehicles.

B. The City agrees to provide every patrol car with the following equipment:

1. Shotguns and shotgun racks in the front compartment of the vehicle.
2. Resuscitator, first aid kit, blanket, flares, shovel, pry bar, fire extinguisher, and such other equipment which shall be agreed upon by the Chief of Police and the PBA. A list of such equipment shall be maintained with each police vehicle, and the Officers using the respective vehicles shall be accountable for the equipment therein contained.

C. The Officer shall be responsible for the payment of damages to any police vehicles damaged through the negligence or carelessness of the Officer.

ARTICLE 18 - UNSAFE VEHICLES

A. It shall be the responsibility of each Officer to immediately report any defective vehicles to his/her immediate superior.

B. In the event appropriate City authorities determined that a vehicle is in an unsafe operating condition, said vehicle shall be removed from service and repaired.

ARTICLE 19 - SALARY

A. Detective's Pay

In addition to regular salary, Officers who are assigned to serve as detectives shall be entitled to 0.8% of the Officer's base wages for an entire twelve (12) month period of service. If assignment is for a period of less than twelve (12) months, his benefit shall be pro-rated to the number of months actually served.

Effective July 1, 2018, Officers assigned to serve as detectives shall also be entitled to 8 hours of compensatory time per month as compensation for "standby" time during off-duty hours. This benefit shall be pro-rated to the number of months actually served. The hours earned under this paragraph shall be subject to the cap set forth in Article 5, Paragraph G.

B. Wages

Beginning January 1, 2018 through the term of the contract, the wage guide for all employees covered by this Agreement shall be as set forth in Exhibit B to this Agreement.

Effective January 1, 2018, all Sergeants shall receive a wage increase of \$800 and the top step shall receive a wage increase of \$550. All other steps shall remain frozen and any officers eligible for a step increase shall move one step on the guide.

Effective January 1, 2019, all Sergeants shall receive a wage increase of \$800 and the top step shall receive a wage increase of \$550. All other steps shall remain frozen and any officers eligible for a step increase shall move one step on the guide.

Effective January 1, 2020, the wage guide shall receive an across the board increase of 0.75%. All officers eligible for a step increase shall move one step on the guide.

Effective January 1, 2021, the wage guide shall receive an across the board increase of 0.75%. All officers eligible for a step increase shall move one step on the guide.

C. During the term of this Agreement, officers will advance to the next step of the Wage Guide on January 1st of each year. Movement for new hires shall be as follows:

Any officers hired on or after January 1, 2018 shall move to the next step on the wage guide on the January 1st of the following year if hired prior to July 1st of any year and shall move the January 1st next following the officer's one year anniversary date if hired on or after July 1st of any calendar year.

D. Exhibit "C" sets forth Individual Officer's Salaries to be paid during the term of this Agreement.

ARTICLE 20 - LONGEVITY

Effective January 1, 2015, Longevity Pay has been eliminated for all Officers.

ARTICLE 21 - PROBATIONARY PERIOD & ANNIVERSARY DATE

A. New Officers shall serve a probationary period in accordance with Civil Service rules and regulations. The police training academy shall be the one presently located in Cape May Court House, New Jersey. The City shall make all reasonable efforts to secure training for new Officers at Cape May Court House, but in the event Cape May Court House refuses to accept a candidate, that candidate can then be sent to another academy.

B. For all purposes of computation under this Agreement, the original date of hire shall be used.

ARTICLE 22 - OUT OF TITLE WORK

A. In the event an Officer is officially designated to work out of title for more than fifteen (15) consecutive days where the vacancy is not caused by vacation, he shall be paid at the rate of the higher title, from the beginning of the sixteenth (16th) day.

B. No Officer so designated and remaining in the higher ranking position for seven (7) days shall thereafter be removed from said position for the sole purpose of avoiding the extra compensation.

ARTICLE 23 - MANAGEMENT RIGHTS

A. It is recognized that the management of the City, control of its properties, and the maintenance of order and efficiency, is the right and responsibility of the City, including the right of enforcement rules and regulations, policies or other statements of procedure not inconsistent with this Agreement or the laws and constitutions of the State of New Jersey and the United States of America, whether or not such enforcement has occurred in the past.

Accordingly, the City hereby retains and reserves unto itself, or through and by the Chief of Police, Director of Public Safety or other designees, without limitation all powers, rights duties, responsibilities and authority conferred upon and vested in it prior to the signing of this Agreement by the laws and constitutions of the State of New Jersey and the United States of America, including but without limiting the generality of the foregoing, the following right not inconsistent with the terms and conditions of this Agreement or aforesaid laws of the State of New Jersey and the United States of America:

- a. the executive management and administrative control of the City and its properties and facilities and the determination of their qualifications and conditions for continued employment as well as the assignment, promotion and transfer of employees subject to NJDOP regulations;
- b. the determination of the standards of selection of employment and the hiring of all employees and subject to the provisions of law, the determination of their qualifications and conditions for continued employment as well as the assignment, promotion and transfer of employees subject to NJDOP regulations;
- c. the reprimand, suspension, demotion or discharge of employees or other disciplinary action, so long as it is pursuant to the laws and regulations of this State and pursuant to the terms of this Agreement;
- d. the transfer, assignment, reassignment, layoff or recall of employees to work, subject to NJDOP regulations;
- e. the determination of the number of employees and of the duties to be performed, in accordance with applicable NJDOP regulations and the relief of its employees from duty because of lack of work, or economy and efficiency, or another lawful reason;

- f. the maintenance of the efficiency of its operations and employees as well as the establishment, expansion, reduction, alteration, combination, consolidation or abolition of any job or job classification, department operation or service subject to NJDOP regulations and the laws of this State;
- g. the determination of staffing patterns and areas worked, hours of operation, the control and regulation of the use of facilities, supplies, equipment, material and other property of the City, provided any such determination does not conflict with the terms and conditions of employment established under this Agreement, unless an emergent situation arises;
- h. the determination of the amount of overtime to be worked;
- i. the determination of the methods, means and personnel by which its operations are to be conducted;
- j. the determination of the content of work assignments subject to the terms of this Agreement;
- k. the exercise of complete control and discretion over its organization and the technology of the performance of its work; and
- l. the making, maintenance and amendments of such operating rules as it may from time to time be deemed best for the purpose of maintaining order safety, or the effective and efficient operation of the work of the City, subject to the terms and conditions of this Agreement.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific terms and expressed terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the laws and constitutions of the State of New Jersey and the United States of America.

ARTICLE 24 - NO STRIKE PLEDGE

A. The PBA covenants and agrees that during the term of this Agreement neither the PBA nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any Officer from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the Officer's duties of employment), work stoppage, slow-downs, walkout or other illegal job action against the City undertaken by members of this bargaining unit. The PBA agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown or walkout, it is covenanted and agreed that participation in any such activity by any Officer covered under the terms of this Agreement shall be

deemed grounds for termination of such Officer or Officers, subject however, to the application of the grievance procedure contained in Article 15.

C. The PBA will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout, or other illegal job action against the City undertaken by members of this bargaining unit.

D. Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the PBA or its members.

ARTICLE 25 - DEDUCTIONS TO SALARY

A. The City agrees to deduct from the salaries of its Officers subject to this Agreement dues for the PBA. Such deductions shall be made in compliance with Chapter 310 Public Laws of 1967, N.J.S.A. (R.S.) 52:14-15.9(E), as amended. Said monies together with records of any corrections shall be transmitted to the PBA office by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

B. If, during the term of this Agreement, there shall be any change in the rate of membership dues, the PBA shall furnish to the City written notice prior to the effective date of such change and shall furnish to the City new authorization from its members showing the authorized deduction for each Officer.

C. The PBA will provide the necessary "check off authorization" form and deliver the signed forms to the City Treasurer. The PBA shall indemnify, defend and save the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon salary deduction authorization cards submitted by the PBA to the City.

ARTICLE 26 - MISCELLANEOUS

A. Officers shall not be required to hand wash their police vehicles.

B. As noted hereafter in Article 30, FULLY BARGAINED PROVISIONS, this Agreement represents the total agreement between the parties and shall be paramount, irrespective of any other agreements, which may have been reached previously, or hereafter between individuals and the City.

C. The City shall provide locker room facilities, including shower, toilet, and individual lockers for Officers. The City shall also provide lunchroom space and basic appliances for heating and refrigerating food and beverages.

D. Officers shall be permitted to use the facilities in the fire house for their meals during their tours of duty.

E. The PBA shall be informed of dates, times and any charges thereof for disciplinary hearings and also have the right to have a union PBA representative and/or attorney at such hearing at the Officer's request at no loss in pay. The Officer has the right to have a PBA representative present during

any meeting or interview, that may result in disciplinary action in accordance with Attorney General Guidelines.

ARTICLE 27 - PERSONNEL FILES.

A. The City shall maintain an official personnel file for each Officer covered by this Agreement. Such files are confidential records, shall be maintained in the office of the City Manager, and may be used for evaluation purposes by the Chief of Police and City Manager.

B. Upon advance notice and at reasonable times, any Officer may review the Officer's own personnel file. An appointment for review of a personnel file shall be made with the City Manager through the Chief of Police or a designated representative.

C. Whenever a written complaint concerning an Officer or actions of an Officer is to be placed in a personnel file, a copy shall be made available to the Officer and the Officer will be given the opportunity to provide a written reply or statement which shall, upon request by the Officer, also be filed in the personnel file with the complaint. The city may keep the identity of the complainant confidential at the time a copy is provided to the Officer. If any disciplinary action is taken based on the complaint, however, the Officer shall be furnished all of the details of the complaint, including the identity of the complainant.

D. Personnel files shall be carefully maintained and safeguarded permanently. Nothing placed in any file shall be removed there from except by specific agreement between the Officer and City Manager. Removal of any material from a personnel file by any Officer in the absence of such approval shall subject that Officer to appropriate disciplinary action.

E. Operational files, separated by employee, may be maintained within the Police Department in the office of Chief of Police. Said files shall be subject to the same provisions and protections set forth above.

ARTICLE 28 - JURY DUTY

An Officer who loses time from his job because of jury duty, as certified by the Clerk of the Court, shall be paid by the City the difference between his job rate for eight (8) hours and the daily jury fee, subject to the following conditions:

1. When jury service is completed prior to 1:00 P.M., the Officer is required to telephone the City and report to work if requested. In the event that reporting to jury duty is by a call-in system, an Officer notified that he or she is not required for jury duty must report to work.
2. Time lost because of jury service will not be considered time worked for purposes of computing overtime.
3. The Officer must notify his supervisor immediately upon receipt of any communication regarding jury service.

4. No reimbursement of wages will be made for jury services during holidays or vacations.
5. At the City's request, adequate proof must be presented of time served on a jury and the amount received for such services.
6. An Officer who voluntarily seeks jury duty in any manner whatsoever shall not be eligible for payments from the City.

ARTICLE 29 - SEPARABILITY & SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any Officer or group of Officers is held to be contrary to law, then such provision and application 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.

ARTICLE 30 - FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues, which were or could have been the subject of negotiations.

B. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 31 - DURATION OF AGREEMENT

This Agreement shall be effective retroactive to January 1, 2018 and shall remain in effect to and including December 31, 2021. 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. This Agreement, even though notice as above set forth is given, shall remain in effect until a successor Agreement is entered into.

ARTICLE 32 - ESSENTIAL PERSONNEL

The parties acknowledge and agree that members of this bargaining unit are essential personnel and, therefore, are expected to report to work and work their regularly scheduled work hours even in the event that non-essential personnel are not required to report to work or are not required to work their regularly scheduled work hours for any reason including but not limited to a weather-related event or an unscheduled holiday declared by the City Manager or the Mayor. Therefore, employees of this bargaining unit shall receive no additional compensation or time off for reporting to work and working their regularly scheduled work hours on a day where non-essential personnel are not required to report to work or do not work their regularly scheduled work hours for any reason including, but not limited to, a weather-related event or any unscheduled holiday declared by the City Manager or the Mayor.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the City of Cape May, New Jersey on this 22 day of August, 2018.

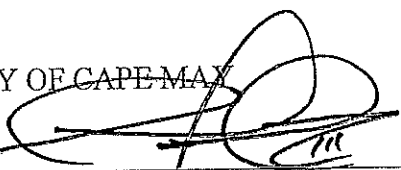
LOCAL 59
POLICE BENEVOLENT
ASSOCIATION

By:  _____

Attest: Dennis Murphy -
Sin. P.M. Dep.
ERIN BULKE, DEP. CLERK

Date: 8/22/2018

CITY OF CAPE MAY

By:  _____
Clarence Lear III, Mayor

Attest: Patricia Harbors
Patricia Harbors, City Clerk

Date: 8-23-2018

SCHEDULE A

FLEX CARE MEDICAL OPTIONS

	Officer Only	2018	2019*	Officer & Dependents	2018	2019*
FLEX CARE BENEFITS		\$1,400.00	\$1,550.00		\$2,300.00	\$2,450.00
VISION CARE	\$			\$		
PRESCRIPTIONS	\$			\$		
DENTAL CARE	\$			\$		
DR. PRESCRIBED HEALTH AIDES	\$			\$		
DEDUCTIBLE RESERVE (\$100 @)	\$			\$		
20% CO-PAY RESERVE (\$400 @)	\$			\$		
OTHER ITEMS APPROVED BY CITY	\$			\$		
CONTRIBUTION TO HEALTH CARE	\$			\$		
STATE HEALTH BENEFIT OPTION	\$			\$		

.....
 *This amount will be in effect beginning 2019 and thereafter.

Officers are required to select the dollar amounts for each Flex Care Option each December for the next following calendar year. Dollar amounts selected will be locked in as of the first business day of each year. Officers will be required to submit paid bills for reimbursement. Flex Care reimbursements will be made through and in conjunction with the issuance of regularly scheduled payroll. Any unused benefits will terminate at the close of the year. Officers who elect to "cash out" are not entitled to Flex Care benefits.

AUTHORIZATION: _____ DATE: _____

I understand and authorize my Flex Care Medical Options selected above.

EXHIBIT B – SALARY GUIDE

	2018	2019	2020	2021
Sergeant	\$ 107,175	\$ 107,975	\$ 108,785	\$ 109,601
Year 17	\$ 101,005	\$ 101,555	\$ 102,317	\$ 103,084
Year 16	\$ 96,745	\$ 96,745	\$ 97,471	\$ 98,202
Year 15	\$ 93,035	\$ 93,035	\$ 93,733	\$ 94,436
Year 14	\$ 89,325	\$ 89,325	\$ 89,995	\$ 90,670
Year 13	\$ 85,615	\$ 85,615	\$ 86,257	\$ 86,904
Year 12	\$ 81,905	\$ 81,905	\$ 82,519	\$ 83,138
Year 11	\$ 78,195	\$ 78,195	\$ 78,781	\$ 79,372
Year 10	\$ 74,485	\$ 74,485	\$ 75,044	\$ 75,606
Year 9	\$ 70,775	\$ 70,775	\$ 71,306	\$ 71,841
Year 8	\$ 67,065	\$ 67,065	\$ 67,568	\$ 68,075
Year 7	\$ 63,355	\$ 63,355	\$ 63,830	\$ 64,309
Year 6	\$ 59,645	\$ 59,645	\$ 60,092	\$ 60,543
Year 5	\$ 55,935	\$ 55,935	\$ 56,355	\$ 56,777
Year 4	\$ 52,224	\$ 52,224	\$ 52,616	\$ 53,010
Year 3	\$ 48,514	\$ 48,514	\$ 48,878	\$ 49,244
Year 2	\$ 44,804	\$ 44,804	\$ 45,140	\$ 45,479
Year 1	\$ 41,094	\$ 41,094	\$ 41,402	\$ 41,713
Academy/Probation	\$ 37,384	\$ 37,384	\$ 37,664	\$ 37,947

EXHIBIT C – INDIVIDUAL OFFICER SALARIES

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
	<u>Total Wages</u>	<u>Total Wages</u>	<u>Total Wages</u>	<u>Total Wages</u>
Connelly, Tom, Sgt	\$107,175	\$107,975	\$108,785	\$109,601
Cooper, Ken, Sgt.	\$107,175	\$107,975	\$108,785	\$109,601
Genaro, Tony, Sgt.	\$107,175	\$107,975	\$108,785	\$109,601
Mazza, Kris, Sgt.	\$107,175	\$107,975	\$108,785	\$109,601
Walker, Joe, Sgt.	\$107,175	\$107,975	\$108,785	\$109,601
Gallaccio, Nick	\$101,005	\$101,555	\$102,317	\$103,084
Henderson, Doug	\$101,005	\$101,555	\$102,317	\$103,084
Coll, Augustine	\$101,005	\$101,555	\$102,317	\$103,084
Toland, Tom	\$101,005	\$101,555	\$102,317	\$103,084
Lashley, Eric	\$101,005	\$101,555	\$102,317	\$103,084
Walters, Kelly	\$101,005	\$101,555	\$102,317	\$103,084
Krissinger, Scott	\$59,645	\$63,355	\$67,568	\$71,841
Murphy, Derrick	\$52,224	\$55,935	\$60,092	\$64,309
Brussell, Kara	\$41,094	\$44,804	\$48,878	\$53,010
Brussell, Kourtney	\$41,094	\$44,804	\$48,878	\$53,010
LeSage, Michael	\$37,384	\$41,094	\$45,140	\$49,244
Mendez, Emmanuel	\$37,384	\$41,094	\$45,140	\$49,244
Campanell, Nick	\$37,384	\$41,094	\$45,140	\$49,244
Hofmann, Corey	\$37,384	\$41,094	\$45,140	\$49,244