

A G R E E M E N T

between

THE CITY OF SOMERS POINT

A MUNICIPAL CORPORATION OF THE STATE OF NEW JERSEY

and

THE NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, INC.

MAINLAND LOCAL NUMBER SEVENTY-SEVEN

SOMERS POINT POLICE SUPERIOR OFFICERS

January 1, 2012 through December 31, 2016

Final Agreement – 11/13/12

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AGREEMENT

This Agreement dated November 20th, 2012 is entered into by and between the City of Somers Point, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "City" and the Mainland P.B.A. Local #77 (Superior Officers) representing the Captains and the Lieutenants of the Somers Point Police Department hereinafter referred to as "Employees."

ARTICLE I

PURPOSE

The AGREEMENT is entered into pursuant to the provisions of Chapter 303, Laws of 1968, (N.J.S.A.) 34:13A-5.1 of the State of New Jersey to promote and insure harmonious relations, cooperation and understanding between the City and the Employees, to provide for the resolution of legitimate grievances, all in order that the public service shall be expedited and effectuated in the best interest of the people of the City of Somers Point and the Employees covered by this Agreement.

ARTICLE II
INTERPRETATION

IT IS THE INTENTION of the parties that this Agreement be construed in harmony with the laws of the State of New Jersey, the Ordinances of the City of Somers Point and the Rules and Regulations of the Police Department.

THE CITY recognizes the Mainland P.B.A Local # 77 (Superior Officers) hereinafter referred to as the "PBA", as the exclusive negotiating agent and majority representative of the Captains and Lieutenants of Police.

THE CITY OF SOMERS POINT agrees that the "PBA" has the right to negotiate as to rate of pay, hours of work, fringe benefits, working conditions, safety of equipment and all other related matters.

DEFINITIONS

Whenever the term "he" is used in this Agreement, it shall include males and females.

ARTICLE III
GRIEVANCE PROCEDURE

3:1 **DEFINITION**

A grievance shall be defined as a complaint by an employee as to working conditions, terms and conditions of employment, and/or any personal loss or injury because of a violation of this agreement between the parties. A grievance, to be considered under this procedure, must be initiated by the employee within fifteen (15) days from the time of its occurrence or knowledge of its occurrence.

3:2 **PROCEDURE**

3:2.1 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

3:2.2 It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Police Department until such grievance and any effect thereof shall have been fully determined.

3:2.3 Where evidence of hardship would result from compliance with the time regulations set forth in the following levels, a written request for an extension of time at any one of the levels in the Grievance Procedure shall be recognized. The period of extension of time shall be limited to fifteen (15) calendar days.

3:2.4 Step 1 - When an employee has a grievance, he first shall discuss it with his immediate supervisor in an attempt to resolve the matter informally at that level. If, as a result of that discussion, the matter is not resolved to the satisfaction of the grievant within ten (10) calendar days, he shall then set forth his grievance in writing to his immediate superior specifying the nature of the grievance and resolution sought. The immediate superior shall communicate his decision in writing to the grievant within five (5) calendar days of receipt of the written grievance.

3:2.5 Step 2 - The grievant, no later than five (5) calendar days after receipt of his immediate superior's decision may appeal that decision to the Chief of Police. The appeal to the Chief of Police must be made in writing, reciting the matter submitted to the immediate superior as specified above and his dissatisfaction with the decisions previously rendered. The Chief of Police shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) calendar days. The Chief of Police shall communicate his decision in writing to the employee and the employee's immediate superior.

3:2.6 Step 3 - If the grievance is not resolved to the employee's satisfaction, he, no later than five (5) calendar days after receipt of the Chief's decision, may request a review by the Mayor. The request shall be submitted in writing through the Chief of Police, who shall attach all related papers and forward the request to the Mayor. The Mayor, or his representative, shall review the grievance and shall, at the option of the Mayor, hold a hearing with the employee. The Mayor shall render a decision in writing within twenty (20) calendar days of his receipt of the grievance.

3:3 **ARBITRATION**

3:3.1 **Step 4** - No claim by an employee shall constitute a grievable matter beyond Step 3 or be processed beyond Step 1, if it pertains to any matter for which a method of review is prescribed by law, or any rule or regulation beyond the scope of the City's authority or limited to action of the City alone.

3:3.2 If the employee is dissatisfied with the decision of the Mayor and only if the grievance pertains to a violation of this Agreement between the City and the "PBA", the employee may request the appointment of an arbitrator. Such request to be made known to the Mayor by certified mail, receipt returnable, no later than fifteen (15) calendar days after the decision, in writing, of the Mayor.

3:3.3 The Employee, in order to process his grievance beyond Step 3, must have his request for such action accompanied by the written recommendation for such action by the PBA, who shall represent the grievant at the arbitration level.

3:3.4 Such request can be honored only if the grievant or grievants and the organization representing them, waive the right, if any, in writing of said grievant or grievants and the organization representing them to submit the underlying dispute to any other administration or judicial tribunal except for the purpose of enforcing the arbitrators award.

3:3.5 Within ten (10) calendar days after such written notice of submission to arbitration, the City and the PBA shall attempt to agree upon a mutually acceptable arbitrator.

The following procedure will be used to secure the services of an arbitrator:

- a. A joint request shall be made to the New Jersey Public Employees Relations Commission, to submit a roster of persons qualified to function as arbitrator in the dispute in question.

b. If the parties are unable to agree upon a mutually satisfactory arbitrator from the list submitted, they will request the P.E.R.C. to submit a second list.

c. If the parties are unable to agree, within ten (10) calendar days of the initial request for arbitration, upon a mutually satisfactory arbitrator from the second submitted list, the P.E.R.C. may be requested by either party to designate an arbitrator.

The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from Agreement between the parties or any policy of the City. The findings of the arbitrator shall be binding upon the parties.

3:4 **COST OF ARBITRATION**

3:4.1 Each party shall bear the total cost incurred by themselves. The fees and expenses of the arbitrator are the only costs which shall be shared by the parties and such costs shall be shared equally.

3:4.2 Where grievance proceedings are mutually scheduled by the parties during working time, persons proper to be present shall suffer no loss in pay.

3:5 **MISCELLANEOUS**

3:5.1 Any grievance submitted shall contain the following information:

- a. Name of grievant
- b. Nature of the grievance (contract clause violated)
- c. Date and time occurred
- d. Relief sought

- e. Signature of grievant
- f. Signature of Steward
- g. Date grievance submitted

3:5.2 Commencing with Step 2 of the Grievance Procedure, the grievant may be represented by a representative selected or appointed by the PBA. The PBA shall be appraised of all formal grievances commencing with Step 2. Such appraisal shall be made by both parties submitting copies of the documents submitted pertaining to the grievance in question. The grievant shall submit such copies simultaneously to the recipient designated in the Grievance Procedure and to the PBA's Steward.

ARTICLE IV

NON DISCRIMINATION

The City and the "PBA" both recognize that there shall be no discrimination by reason of sex, creed or racial origin with respect to employment, or opportunities for improvement of jobs, or as a condition of employment. The City further agrees it will not interfere with nor discriminate against any employee because of membership in or legitimate activity on behalf of PBA #77.

ARTICLE V

DEDUCTION OF PBA DUES

5:1 The City agrees, in accordance with State Statutes, upon receipt of signed authorization cards from the employees, to deduct from the employees' wages the amount of annual dues as prescribed by PBA #77, in equal installments bi-weekly and to forward said amount to the Treasurer of PBA #77 on the first of each month. Based on operational needs of the City, the procedure and application of this checkoff provision may be modified by the City Treasurer upon notification of the PBA.

ARTICLE VI
MANAGEMENT RIGHTS

6:1 The City, on its own behalf and on behalf of the taxpayers of the City, hereby retain and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States, including without limiting the generality of the foregoing, the right:

6:2 To exercise executive management and administrative control of the Police Department and its properties and facilities, and the activities of its employees.

6:3 To hire all employees and, subject to the provision of law, to determine their actions, and the conditions for their continued employment, or their dismissal or demotions, and to promote and transfer all such employees.

6:4 The exercise of the foregoing power, rights, authority, duties and responsibilities by the City, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms there of are in conformance with the Constitution and laws of the State of New Jersey, and the Constitution and laws of the United States.

6:5 Nothing contained herein, shall be considered to deny or restrict the City of its rights, responsibilities and authority under the laws of the State of New Jersey or any other National, State, County or Local laws or regulations.

6:6 If any provisions of this Agreement or any application of this Agreement of any employee or groups of employees is held to be contrary to law, then such provisions or applications shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

6:7 Nothing in this agreement which changes pre existing City policy, rules or regulations shall operate retroactively unless expressly so stated. The parties agree that employees shall continue to serve under the direction of the Chief of Police and in accordance with City and Administrative Policies, Rules and Regulations provided that the provisions of this Agreement shall supersede and prevail over any conflicting provisions.

6:8 It is understood that, under the rulings of the courts of New Jersey, the City is forbidden to waive any rights or powers granted it by law. Anything to the contrary notwithstanding, nothing contained in any section, paragraph or sub-section of this Agreement shall be interpreted in any manner or be so construed as to indicate the City has waived rights which are expressly required by the courts to be retained by the City.

ARTICLE VII
POLICEMEN'S RIGHTS

7:1 Pursuant to Chapter 123, Public Laws of 1974, the City agrees that every policeman shall have the right freely, to organize, join and support PBA #77 and the "PBA". As a body exercising governmental power under the laws of the State of New Jersey, the City undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any policeman in the enjoyment of any rights conferred by Chapter 123, or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any policeman with respect to hours, wages, or any other term or condition of employment by reason of his membership in PBA #77 or the "PBA", or his participation in any of its lawful activities, collective negotiations with the City, or his institution of any grievance, under this Agreement with respect to any terms or conditions of employment.

7:2 It is understood that any employee may appeal a suspension of five (5) days or less through the Grievance Procedure set forth herein, or a disciplinary action resulting in a monetary fine, provided such actions are not appealable through the Civil Service Commission. Suspensions of greater than five (5) days shall be appealable only through Civil Service procedures or the courts.

ARTICLE VIII

HOLIDAYS

8:1 Employees covered by this contract shall receive paid holidays according to the following schedule:

Fifteen to twenty years service	15 working days
Twenty years and over	10 working days

Said holidays shall be awarded as days off in addition to the Employee's annual vacation and shall be given at any time during the calendar year upon the employee's request, provided the employee shall have the approval of the Chief of Police. Such days may be taken consecutively, up to five (5) working days at a time.

8:2 Action of the Chief of Police to delay to a time, requests for days off by employees, shall be made by the Chief of Police, based on his assessment of the operational needs of the Police Department.

ARTICLE IX

VACATIONS

9:1 An employee, during his first year of employment, shall be entitled to one working day's vacation for each month of service up to and including December of his initial year. Thereafter, he shall be entitled to a paid vacation according to the following schedule:

Fifteen to twenty years service	9 working days
Twenty to twenty-two years service	12 working days
Twenty-two to thirty years service	17 working days
Thirty years and over	20 working days

9:2 It is the intent of this Article to assure personnel covered by this Agreement that they shall receive the maximum amount of actual vacation days to which they are entitled. Days on which they are normally scheduled to be off that fall during the vacation time period shall not be computed as part of the vacation.

9:3 Request for vacation shall be approved by the Chief of Police pursuant to procedure established by the City. Action of the Chief of Police to delay to a time request for vacation time shall be made by the Chief of Police based on his assessment of the operational needs of the Police Department.

9:4 Vacation time shall be taken in the calendar year in which it is accumulated. However, under special circumstances which make it unreasonable for an employee to take all vacation in said calendar year, by approval of the Chief of Police, or at the request of the Chief of Police, unused vacation time may be taken in the succeeding calendar year. In no event shall unused vacation time be taken on other than the immediate succeeding year.

ARTICLE X

LEAVES

10:1 SICK LEAVE

10:1.1 Defined - Sick leave is hereby defined to mean absence from post of duty of an employee because of illness, accident, exposure to contagious disease, or attendance upon a member of the employee's family, seriously ill, requiring the care or attendance of such employee. A certificate of the police surgeon shall be required as sufficient proof of need of leave of the employee after three consecutive days sick leave, or leave in attendance of a member of the employee's immediate family. In case of an illness of chronic or recurring nature causing an employee's periodic or repeated absence from duty for one day or less, only one medical certificate shall be required for every six (6) month period as a sufficient proof of need of sick leave by the employee, provided, however, the certificate must specify that the chronic or recurring nature of the illness is likely to cause subsequent absence from employment. In case of sick leave due to exposure to contagious disease, a certificate from the police surgeon shall be required.

10:1.2 Accumulation – Every person covered by this Agreement shall, in addition to his or her paid vacation, be granted sick leave as defined in 10:1.1 above, with pay for not less than one (1) working day for every month of service during the first calendar year of employment and fifteen (15) working days in every calendar year thereafter. If any such employee requires none or only a portion of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his or her credit from year to year and such employee shall be entitled to such accumulated sick leave with pay if and when needed, provided that the City shall not

require any of its employees who may be disabled either through injury or illness as a result of, or arising from his respective employment, to utilize the sick leave accumulated under this Section.

10:1.3 **Medical Certificates** - In the event of suspected abuse of sick leave, the City reserves the right to request a medical certificate from the police surgeon, should an employee absent himself from duty in excess of three (3) days or where a pattern of excessive absence has occurred.

10:1.4 **Pay Upon Termination** - Upon the retirement, death, permanent disability or honorable resignation/termination at any time of the employee, said employee or his estate, if applicable, shall receive terminal leave amounting to 100% of is accumulated unused sick leave, computed on his daily rate of pay at time of termination, to a maximum of 160 days, effective as of July 1, 2012. Daily rate of pay shall be determined here and elsewhere in this Agreement by adding Component A of the employee's base salary as defined in Article 11:1 and longevity and dividing by two hundred and sixty (260).

Any employee who was a member of the Supervisors bargaining unit or the Superior Officers bargaining unit as of July 24, 2009 shall retain the number of days the employee had accumulated as of July 24, 2009, not to exceed 260 days, as their maximum for the remainder of their employment with the City, however, employees of the Superior Officers bargaining unit as of the date of the signing of this Agreement may elect to sell back to the City any number of sick days accumulated in excess of 160 days as of July 1, 2012 and their maximum sick leave accumulation shall be reduced accordingly. The election must be made within ten (10) days of the signing of this Agreement by written notification to the City Administrator and it shall specify whether the payment will be a lump sum or in equal bi-weekly payments for a duration chosen by the employee. The days so elected will be paid on a regular pay date of the City at the employee's daily rate of pay as of June 30, 2012 as defined in herein. The payment will be made

complete no later than December 31, 2013, with at least one-half of the payment being available in 2012.

Effective from January 1, 2013 until December 31, 2016, each employee shall have the option to sell back a maximum of fifteen (15) sick days per calendar year at the employee's rate of pay in effect as of June 30, 2012 as defined in herein and their sick leave shall be reduced accordingly. The request shall be submitted to the City Administrator no later than January 15th of the calendar year and, when making this request, the employee's sick leave accumulation after the reduction must be at least ninety (90) days. Payment will be made on a regular pay day of the City within forty (40) days after the adoption of the annual budget.

Additionally, upon said employee's death, immediate full lump sum payment shall be made to either the surviving spouse, or if no spouse, to his estate, all unused holidays and vacation days for the calendar year in which the employee dies.

Any employee who is separated from service for cause, arising from any disciplinary action, shall not be entitled to the benefits provided by Section 10:1.4.

10:2 **FUNERAL LEAVE**

10:2.1 Special leave of absence with pay up to a maximum of four (4) working days shall be granted to any employee in case of each death within the immediate family, provided that said employee attend the funeral. It is understood and agreed that in the unfortunate circumstance that multiple deaths occur at the same time and that multiple funerals are conducted at the same time, the employee shall be entitled to four (4) days of funeral leave for that particular event.

10:2.2 The term "immediate family" shall include only father, mother, legal guardian, step-parent, father-in-law, mother-in-law, grandparents, sister, brother, spouse, child, grandchild, foster child of an employee and relative in his household.

10:2.3 The special leave period shall commence immediately following the death of such persons and is for the sole purpose of arranging and attending funeral services; such special leave may be extended without pay at the discretion of the Chief of Police. The above shall not constitute sick leave and shall not be deducted from the employee's annual sick leave.

10:3 **INJURY LEAVE**

10:3.1 Injury leave shall be granted with full pay to employees temporarily disabled through injury or illness as a result of, or arising from their respective employment.

10:3.2 Any amount of salary or wages paid or payable to employees because of leave pursuant to 10:3.1 above, shall be reduced by the amount of workmen's compensation awarded in Chapter 15 of Title 34 of the Revised Statutes made for disability because of the same injury or illness requiring such leave; in no event shall this exceed twelve (12) months.

10:3.3 An Employee who is permanently disabled as a direct and proximate result of his employment with the City as a police officer as set down within the guidelines of the Police and Fireman Retirement System of the State of New Jersey, will continue to have the City pay in full all premiums for the City's prevailing health, prescription, dental and vision plans as applicable for a retiree, for the remainder of the said employee's life.

10:4 **LIMITATIONS OF LEAVE**

10:4.1 No leave of absence or combination of leaves of absence for any cause whatsoever shall exceed one (1) year, such employee so absent shall be automatically separated from the Department on the first anniversary date from the date such absence began. The City may, in its discretion, extend such absence indefinitely.

ARTICLE XI
SALARY & WAGES

11:1 **BASE SALARY**

11:1.1 Commencing January 1, 2012, the annual base salary is to be paid bi-weekly to the Captains and Lieutenants.

For both Captains and Lieutenants, the annual base salary described in this paragraph will be a total of components A, B, C and D where the components are defined as follows:

Component A	<u>2012</u> (eff. 7/1/12)	<u>2013</u> (eff. 1/1/13)	<u>2014</u> (eff. 1/1/14)	<u>2015</u> (eff. 1/1/15)	<u>2016</u> (eff. 1/1/16)
Captain	\$109,758	\$111,953	\$114,192	\$116,476	\$118,806
Lieutenant	\$101,512	\$103,543	\$105,614	\$107,726	\$109,880

Component B \$800.00 per year for 2012, 2013, 2014, 2015 and 2016 for both Captains and Lieutenants.

Component C The employee's daily* rate of pay for the year multiplied by 13 for the period of 2012 through 2016.

Component D Beginning with the employee's 20th year of service, the employee's daily rate of pay for the year multiplied by 5 for the period of 2012 through 2016.

* Daily rate as defined in 10.1.4 of this Agreement

11:2 **LONGEVITY**

11:2.1 Each employee covered by this agreement shall be paid in addition to and together with, his annual base salary, a additional compensation based upon the length of his service as fixed and determined according to Appendix A for the period of this Agreement.

11:2.2 Longevity pay shall be applied on the basis of the employee's anniversary date of employment and shall commence at the adjusted rate, the pay period immediately following said anniversary date. Longevity shall be paid together with and as part of the employee's base salary.

11:2.3 Effective 7/1/2012, longevity shall be capped at \$1,000 for all employees receiving less than \$1,000 as of 7/1/2012. Employees whose longevity pay is in excess of \$1,000 as of 7/1/2012, shall have their longevity amount frozen at their rate in effect on 7/1/2012. Upon being promoted into this bargaining unit, an officer shall be entitled to the officer's longevity rate that is in effect as of 7/1/2012 if such amount is above \$1,000 and had been frozen. Employees promoted and having longevity pay at the time of promotion of less than \$1,000 will continue to earn longevity pay up to the \$1,000 cap.

Employees hired on or after 7/1/2012 shall not be eligible for any longevity pay.

ARTICLE XII
ACTING OFFICER

Any employee who shall have been serving in the capacity of a senior officer in the absence of such senior officer and who shall have performed the duties thereof, for a continuous period of twenty (20) calendar days shall, thereafter, be entitled to compensation appropriate to such office for the time so held; but said employee shall revert to his former rate of pay when returned to his former position.

ARTICLE XIII
HEALTH INSURANCE

13:1 Effective April 1, 2009, the City shall provide the State Health Benefits Plan as the health insurance provider with Direct 10 as the central plan, or equal or better coverage to all employees covered by this agreement and their eligible dependent(s) at the City's expense.

13:1.1 Employees shall be required to contribute to the costs of the Health Insurance Plan as may be mandated by law, including P.L. 2011, Chapter 78 and shall replace and not be in addition to any other contribution. Such payments shall be withheld in equal installments throughout the year from an employee's pay checks. The City shall establish and adopt a Section 125 Plan including a Flexible Spending Account so that said contributions would be "pre-tax". In the absence of any other law, the phased in contribution required by P.L. 2011, Chapter 78 will be fully implemented in 2015 and shall remain in place until a successor agreement to the 2012-2016 Agreement is reached. The parties understand that the amount of said contribution for the successor agreement is subject to negotiations in accordance with P.L. 2011, Chapter 78 or applicable law in effect.

13:1.2 The City shall provide Vision Benefits of America (Managed Vision Care Option 1A Plan C (\$20 co-payment program)) to all employees covered by this Agreement, or equal to or better coverage.

13:1.3 The City shall provide New Jersey Blue Cross/Blue Shield dental coverage to all employees covered by this Agreement, or equal to or better coverage.

13:1.4 The City shall provide the State Health Benefits Plan prescription plan for local

government and education (Retail Network Pharmacy Plan and Caremark Mail Service Pharmacy) to all employees covered by this Agreement, or equal to or better coverage.

13:2 Unless otherwise modified by State Statute, any employee who chooses to opt out of health insurance coverage for a coverage year shall receive a yearly payment of 50% of the cost of the health coverage, as set forth in City Resolution #63 of 2009, as follows:

City of Somers Point full-time employees who waive SHBP coverage or SHBP and Dental Coverage will be reimbursed on the first regular pay day of December each year the following amounts, prorated, if necessary, for the amount of the calendar year that such coverage has been waived:

SHBP coverage (includes health prescription and vision coverage)

Single coverage....50% of the cost of health coverage
Parent and Child....50% of the cost of health coverage
Employee & Spouse/Partner....50% of the cost of health coverage
Family....50% of the cost of health coverage

Dental Coverage

Single coverage....50% of the cost of health coverage
Parent and Child....50% of the cost of health coverage
Employee & Spouse/Partner....50% of the cost of health coverage
Family....50% of the cost of health coverage

13:3 The City further agrees to provide the City's prevailing health, prescription, dental and vision plans as applicable for a retiree to the employees covered by this contract and their qualified dependents according to the following schedule:

Upon retirement after 25 years of service 1 year paid health insurance

Upon retirement after 26 years of service 2 years paid health insurance

Upon retirement after 27 years of service 3 years paid health insurance

Upon retirement after 28 years of service 4 years paid health insurance

Upon retirement after 29 years of service 5 years paid health insurance

(The above may include one year terminal leave)

Upon 30 years of service, which may include one year of terminal leave, the City agrees to provide hospitalization as defined above until the employee reaches the age of sixty-five (65) and becomes eligible for Part B Medicare. At this time, the City's prevailing Health Insurance Plan applicable for a retiree becomes the secondary plan to Part B Medicare.

13:4 The City further agrees that, should the employee become disabled for any reason other than a job related disability, once he reaches the age of fifty-five (55) and has completed 25 years of service which may include one year terminal leave, the City shall provide health benefits to the employee and his/her qualified dependents at the City's expense. Said coverage shall continue until the employee reaches the age of sixty-five (65) and becomes eligible for Part B Medicare. At this time the City's prevailing Health Insurance Plan applicable for a retiree becomes secondary to Part B Medicare.

13:5 The City further agrees that if an employee covered by this agreement dies while employed by the City of Somers Point, the City will maintain all existing health insurance benefits for the employee's family for a period of one (1) year at no cost to the employee's qualified dependents.

13:5.1 If an employee is killed in the line of duty, the City will maintain all existing health insurance benefits for the employee's family for a period of two (2) years at no cost to the family.

ARTICLE XIV

SAVINGS CLAUSE

In the event that any provision of this Agreement shall be finally determined to be in violation of any applicable State or Civil Service rule or regulation or law, such determination shall not impair the validity or enforceability of the remaining provisions of this Agreement. However, such provisions as are ruled to be illegal or unenforceable shall be deemed to have been struck from this Agreement.

ARTICLE XV

CLOTHING ALLOWANCE

15:1 It is further agreed that each employee in the Superior Officers bargaining unit shall be provided a clothing allowance of \$800.00 per year for 2012 and \$650.00 per year for 2013, 2014, 2015 and 2016. It is to be used solely for the purchase and replacement of uniforms (clothing for plain clothes officers) and said employee shall be required, upon request, to show proof of the purchase. It is further agreed that the City shall have discretion regarding uniforms, as to where and from whom they are purchased, and as to arranging for the purchase of same.

15:2 All uniforms damaged in the line of duty shall be replaced by the City after inspection or certification by the Chief of Police or his designee.

15.3 Since the manufacturer recommends that bullet proof vests be replaced every five years due to breakdown of material effectiveness, the cost of the vest and its replacement, along with an additional cover, shall be the responsibility of the City and not the police officers covered by this Agreement. If the police officer chooses to use another type of vest, which is approved by the Chief of Police or his designee and which exceeds the cost of the vest issued by the City, then the additional cost, if any, shall be burdened by the police officer, using a portion of his clothing allowance or by making other financial arrangement approved by the Chief or his designee. If the bullet proof vests purchased by the City are not provided with an additional ballistic panel configuration, and this configuration option is requested by the officer, the City also agrees to purchase one set of ballistic panels in addition to the bullet proof vest purchased by the City at the time each vest is replaced or issued.

ARTICLE XVI
SERVICE WEAPON

16:1 Upon application and approval for retirement in the Police and Fire Retirement System after 25 years of law enforcement service, any police officer covered by this contract who honorably retires from the Somers Point Police Department will be presented with his/her service weapon.

ARTICLE XVII
NOTIFICATION PROVISIONS

17:1 The City shall promptly make copies of this Agreement for distribution to the members of the bargaining unit by PBA #77's Shop Steward.

17:2 Notices under this Agreement shall be given by either party to the other by certified mail as follows:

Originals Of Notices Sent To:

The Office of City Administrator
1 West New Jersey Avenue
Somers Point, NJ 08244

President, Mainland PBA Local #77
6712 Washington Avenue, Suite #104
Egg Harbor Twp., NJ 08234

Copies Of Notices Sent To:

The Office of the Mayor
1 West New Jersey Avenue
Somers Point, NJ 08244

PBA #77 Designated Shop Steward
Somers Point Police Department
1 West New Jersey Avenue
Somers Point, NJ 08244

ARTICLE XVIII

DURATION OF AGREEMENT

18:1 This Agreement shall remain in full force and effect from January 1, 2012 until midnight, December 31, 2016.

18:2 The parties agree that negotiations for a successor Agreement and modifying, amending or altering this Agreement, shall commence no later than October 15, 2016.

18:3 It is further agreed by parties that Mainland PBA #77 (Somers Point Police Superior Officers) is seeking a successor agreement commencing on January 1, 2017 and that this Agreement shall remain in full force and effect until a successor agreement for 2017 is reached.

APPENDIX A

LONGEVITY

CAPTAINS AND LIEUTENANT OF POLICE

Upon completing 13 years.....	\$1,300.00
Upon completing 14 years.....	\$1,400.00
Upon completing 15 years.....	\$1,500.00
Upon completing 16 years.....	\$1,600.00
Upon completing 17 years.....	\$1,700.00
Upon completing 18 years.....	\$1,800.00
Upon completing 19 years.....	\$1,900.00
Upon completing 20 years.....	\$2,000.00
Upon completing 21 years.....	\$2,100.00
Upon completing 22 years.....	\$2,200.00
Upon completing 23 years.....	\$2,300.00
Upon completing 24 years.....	\$2,400.00
Upon completing 25 years.....	\$2,500.00
Upon completing 26 years.....	\$2,600.00
Upon completing 27 years.....	\$2,700.00
Upon completing 28 years.....	\$2,800.00
Upon completing 29 years.....	\$2,900.00
Upon completing 30 years.....	\$3,000.00
Upon completing 31 years.....	\$3,100.00

Upon completing 32 years.....	\$3,200.00
Upon completing 33 years.....	\$3,300.00
Upon completing 34 years.....	\$3,400.00
Upon completing 35 years.....	\$3,500.00
Upon completing 36 years.....	\$3,600.00
Upon completing 37 years.....	\$3,700.00
Upon completing 38 years.....	\$3,800.00
Upon completing 39 years.....	\$3,900.00
Upon completing 40 years.....	\$4,000.00

APPENDIX B

COLLEGE INCENTIVE PROGRAM

The City and the "PBA" agree that each employee who receives or has received academic credits for study in any institution of college level which offers college curriculum leading to or creditable toward an undergraduate baccalaureate or associate degree in law enforcement, and said employee is currently, or has previously been enrolled in such program leading toward a degree in Criminal Justice, Management and Psychology the employee shall be paid according to the following schedule:

ACCUMULATED CREDIT HOURS	COMPENSATION PER ANNUM
64 credit hours.....	\$1,000 per year
120 credit hours.....	\$1,350 per year

Said compensation shall be continued from year to year and shall be paid in a lump sum on the first payday in December of the contract year.

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

CITY OF SOMERS POINT

BY



JOHN L. GLASSER, JR., MAYOR

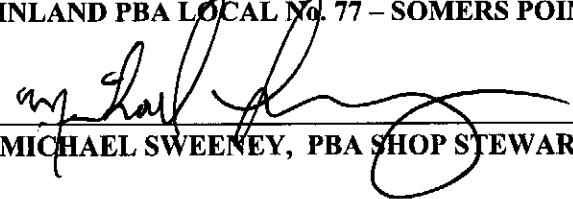
ATTEST:



CAROL DEGRASSI, MUNICIPAL CLERK

MAINLAND PBA LOCAL No. 77 – SOMERS POINT UNIT

BY



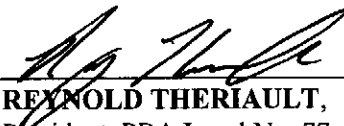
MICHAEL SWEENEY, PBA SHOP STEWARD

Committee Persons:

Michael Sweeney
Robert Somers

MAINLAND PBA LOCAL No. 77

BY



REYNOLD THERIAULT,
President, PBA Local No. 77

11-20-12

