

## MEMORANDUM OF AGREEMENT

This Agreement is reached between the **Mainland PBA Local No. 77** and the **Township of Egg Harbor** for the purpose of achieving a comprehensive resolution to the economic shortfall besetting the Township of Egg Harbor as pro-rated to the Township's Police Department. The terms of this resolution, have been approved and adopted by the Township's governing body and ratified by the PBA membership and are in lieu of any reduction in force of seven (7) police officers, demotion in rank, and/or furlough for law enforcement officers. The terms of this Agreement are set forth below and if applicable, will supersede the current contractual language for the remainder of the 2009 calendar year.

- 1 The parties agree to modify the provisions under Article XXI - Overtime of their Collective Bargaining Agreement from the execution of this Agreement through December 31, 2009, when the **bolded** language will no longer be applicable and all other terms of this Article and the parties' Collective Bargaining Agreement will remain in full force and effect.
- 2 The provisions under Article XXI shall for the term set forth in Paragraph #1 above be as follows:
  - A. 1. Overtime shall consist of all hours worked in excess of the normal tour of duty, which presently is either nine hours for patrol duty or eight hours for detective assignment. All Police Officers shall be compensated at the rate of one and one-half times their regular base hourly rate of pay for all overtime work.
    - a. **Notwithstanding the above, for the remainder of the 2009 calendar year only, all employees covered by this Agreement agree that effective June 2, 2009 instead of being paid one and one half (1 ½) times their straight time hourly rate of pay, they will receive one and one half (1 ½) hours compensatory time for every hour of overtime worked as defined in this Article, except for the overtime provisions set forth in Proposal #6 below. This shall be known as compensatory time and shall not be confused with Kelly time. This compensatory time shall be maintained by the Employer in a separate account.**
    - b. **Employees may not accrue more than 480 hours of compensatory time, this represents 320 hours of actual overtime work;**
    - c. **Employees will attempt to use their compensatory time within a "reasonable period" so long as its use does not "unduly disrupt" the operations of the police department. However, the Employer shall not use any means to coerce or regularly schedule an employee to use their accumulated compensatory time;**
      1. "Reasonable period", for the purpose of this Article shall mean, the customary work practices within the police department, including but not limited to (a) the normal schedule of work, (b) anticipated peak workloads based on past experience, c) emergency requirements for staff and services, and (d) the availability of qualified substitute staff;
      2. "Unduly disrupt", for the purpose of this Article shall mean, the inability of the police department to provide services of acceptable quality and quantity for the public during the time requested without the use of the employee's services. However, mere inconvenience to the Employer is an insufficient basis for denial of a request for compensatory time off, but the Employer may deny a request for compensatory time if the

granting of the request would cause overtime;

**d. Employees who are unable to use or select to use only a minimal amount of their accrued compensatory time shall be able to carry said time forward, so long as they do not exceed the maximum set forth in Paragraph 2 above;**

2. Police Officer may request compensatory time off in lieu of pay. The rate of compensatory time shall be the same rate as paid time. A Police Officer may be able to accumulate the maximum amount of compensatory time in any year as permitted under the Fair Labor Standards Act. If the Police Officer cannot or does not use the accumulated compensatory time off by the end of the calendar year, he/she shall be paid for said time at their regular base rate for all hours in excess of ninety (90) hours. Such payment shall be made in the second pay of January immediately following the year in which the compensatory time was earned.

**a. The parties agree that for the calendar years 2009 and 2010 that they will suspend the provisions set forth in Paragraph A(2) above.**

B. Overtime shall be defined to include all such hours spent on emergencies, training sessions, all court appearances connected with and arising from their respective employment, and in any other duty activities which require the Police Officer's attendance.

C. If a Police Officer is recalled to duty, he/she shall receive a minimum of two (2) hours overtime pay. Overtime begins from the time the Police Officer reports for duty.

D. If a Police Officer is called to duty on his/her day off, he/she shall be paid for all hours worked and shall be guaranteed a minimum of four (4) hours pay. Overtime begins from the time the Police Officer reports for duty.

E. Overtime will be paid on the pay day next following the pay period in which it was earned.

F. A Police Officer being investigated pursuant to an internal investigation shall not be paid overtime until the investigation is concluded. At that time, if the Police Officer is found guilty, he/she shall not be compensated for loss of time. Such loss of compensation will be considered at the sole discretion of the Governing Body or its designated representative regarding disciplinary action.

G. 1. Detectives who are required to be on call and available for duty for the period of time from Friday, 11:00 p.m. through to Monday, 8:00 a.m. and who are not called in, shall receive as compensation one (1) compensatory day per year.

2. Detectives who are required to be on call and available for duty for Monday through Thursday evenings from 11:00 p.m. to 8:00 a.m., and who are not called in, shall receive as compensation one (1) compensatory day per year.

3. If a detective is called in during on call status, he/she shall be guaranteed five (5) hours of overtime compensation.

4. The parties agree that should the total number of detectives assigned to the Bureau on a "on-call status" increase or decrease by two (2) or more detectives subsequent to October 3, 2001, the parties shall engage in negotiations relevant to an increase or decrease in compensatory time.
3. **Officers who provide written notice to the Township to retire by December 31, 2009, shall continue to earn compensatory time for overtime worked, but any earned and accumulated compensatory time will be paid to them at their current rate of pay upon retirement;**
4. **The parties acknowledge and affirm that the current practice of the Township's Police Department for requiring overtime shall continue and not be modified due to the PBA's agreement to forego paid overtime for compensatory time;**
5. **The parties agree that paid overtime shall continue for any detail that is reimbursed to the Township by an outside employer, agency, grant, or state or federal program;**
6. **The PBA further agrees to suspend as of June 2, 2009, provisions set forth under Article XXIII(C) until January 1, 2010. Any officer(s) matriculated in a course(s) for college credits prior to June 2, 2009, shall permitted to continue receiving payment pursuant to the contract until that course(s) is completed. No college credits or book reimbursement shall be permitted between June 2, 2009 and December 31, 2009.**
7. **The Chief of Police agrees to reduce the operating expense account of the Police Department by Twenty Thousand Dollars (\$20,000.00) by reducing such line items as: training, schooling, etc... The PBA agrees to support the reductions made by the Police Chief.. While the PBA may make suggestions as to the reductions, the decision remains at the Police Chief's sole discretion for the efficient operation of the Police Department.**
8. **The Township shall provide and share with the PBA on a regular basis, documents and/or worksheets that show the economic status of the Township. In particular, the Township agrees to provide the PBA on a regular basis, documents to show the status of workers' compensation payments and/or savings, grant awards, changes in state and/or federal aid, and any changes in the employment status of any law enforcement officer;**
9. **The Township agrees that any cost savings from expenses related to workers' compensation, pension deferment, and/or similar programs; or employment events such as unanticipated departures of personnel due to disability retirement; or resignation, or disciplinary termination, etc...; or if the Township earns extraordinary income which is specifically designated and/or attributed to the Police Department, will be applied to eliminate or reduce the modifications set forth herein and restore employee benefits to the position and level immediately prior to the execution of this Agreement;**
10. ***The parties agree that should a situation develop during the 2009 calendar year whereby the Township determines and asserts additional economic shortfalls/deficits less any realized cost savings will require relief in the form of give-backs, furloughs, reductions-in-force, and/or demotion, the PBA shall only be obligated to a maximum exposure of an additional Five Thousand Dollars (\$5,000.00). If the asserted economic shortfall/deficit exceeds Five Thousand Dollars (\$5,000.00), then the terms of this Agreement shall be deemed null and void. However, the PBA representatives do agree to meet to discuss other viable economic options.***

11. The terms of this Agreement shall cease on December 31, 2009, unless mutually extended or revised in writing by the parties.

By this agreement the parties state their intent and in witness whereof, the parties hereto have hereunto set their hands at the Township of Egg Harbor, County of Atlantic, New Jersey on this 15 day of August, 2009.

TOWNSHIP OF EGG HARBOR,

By: [Signature]  
James J. McCullough, Mayor

By: [Signature]  
Peter Miller, Township Administrator

MAINLAND PBA LOCAL NO. 77 - EGG HARBOR TOWNSHIP UNIT,

By: [Signature]  
Det. Heather Stumpf, PBA Shop Steward

Attest: [Signature]  
Olga A. Perez  
Deputy Township Clerk

MAINLAND PBA LOCAL NO. 77

By: [Signature] 8/15/09  
Reynold Theriault,  
President PBA Local No. 77

# Egg Harbor Township

Resolution No. 322

2009

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RESOLUTION AUTHORIZING EXECUTION OF MEMORANDUM OF AGREEMENT WITH  
PBA LOCAL 77 IN REFERENCE TO 2009 MUNICIPAL BUDGET.

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WHEREAS, the Township is experiencing difficult economic times; and

WHEREAS, the Township has negotiated with PBA Local 77 to minimize the economic impact on the 2009 municipal budget; and

WHEREAS, PBA Local 77 has been cooperating with the Township in order to lessen the economic burden;

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Egg Harbor, County of Atlantic and State of New Jersey that the Mayor and Township Clerk are hereby authorized to execute a Memorandum of Agreement with PBA Local 77 in reference to several contractual provisions.

Dated: August 12, 2009

Attest:

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Eileen M. Tedesco, RMC  
Township Clerk

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James J. McCullough, Mayor

*Attachment: Exhibit A*

I certify that this is a true copy of a Resolution adopted by the Township Committee of Egg Harbor Township, Atlantic County, NJ

on August 12, 2009

  
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Olga A. Perez, RMC, Deputy Township Clerk