

# AGREEMENT

between the

**PBA LOCAL #59**

(all employees below the rank of Lieutenant)

and

**THE BOROUGH OF WILDWOOD CREST**

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January 1, 2006 through December 31, 2009

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PREAMBLE

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between the BOROUGH OF WILDWOOD CREST, hereinafter referred to as “Employer,” and PBA LOCAL #59, hereinafter referred to as “PBA,” acting for all permanent Police Officers, Detectives, and Sergeants of the Wildwood Crest Police Department, below the rank of Lieutenant, hereinafter referred to as “Employee.”

WITNESSETH:

WHEREAS, that for the purpose of mutual understanding and in order that a harmonious relationship exist between the Borough and the representative members of the Wildwood Crest Police Department 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 I

ASSOCIATION RECOGNITION

A. The Borough hereby recognizes the PBA as the sole and exclusive representative of all police officers, which includes patrolmen, detectives and other members of the Police Force below the rank of Lieutenant, covered under this Agreement, for the purpose of bargaining with respect to rates of pay, wages, hours of work and other working conditions.

B. The title “police officer” shall be defined to include the plural as well as the singular and to include males and females, but shall be limited to permanent, non-seasonal, officers of the police force.

## ARTICLE II

### LEGAL REFERENCE

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

B. If any provision of this Agreement or any application of this Agreement to any employees or group of employees is held to be contrary to law, then such provisions 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. In the event any provision as aforesaid is deemed to be invalid, then the parties agree to meet immediately for the purpose negotiating a provision to replace said invalid provision.

C. The provisions of the Agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of Federal, State and Local Laws, except as such particular provisions of this Agreement modify existing Local Law, it being understood and agreed that the employees are subject to the Police Ordinance of the Borough of Wildwood Crest and this Agreement is not to be construed as to alter said Ordinance nor in any way be a commitment to alter said Ordinance.

### ARTICLE III

#### MAINTENANCE OF STANDARDS

A. All conditions of employment relating to wages, hours of work and general working conditions presently in effect for employees shall be maintained at not less than the standards now in effect and the conditions shall be improved wherever specific conditions for improvement are made in this Agreement.

ARTICLE IV

ASSOCIATION REPRESENTATIVES AND MEMBERS

A. The employer agrees to grant time off, without discrimination, to any employee designated by the PBA to attend local, state and international meetings or the conventions or to serve in any capacity on other official PBA business, provided three (3) days written notice for local meetings is given to the employer by the PBA. Thirty (30) days notice shall be given for meetings outside of Cape May County. At the discretion of the Chief of Police, no more than three (3) employees shall be granted time off at the same time. With regard to local meetings, they shall be limited to a maximum of twelve (12) per year.

B. Authorized representatives of the PBA shall be permitted to visit Police Headquarters of the Office of Chief of Police or the Office of the Commissioner of Public Safety for the purpose of ascertaining whether or not this Agreement is being observed. This right shall be exercised reasonably and on at least three (3) days written notice to the Borough Clerk and Chief of Police.

C. During negotiations, the Association representatives so authorized by the Wildwood Crest Police Department, not to exceed four (4), shall be excused from their normal duties for such periods of negotiations as are reasonable and necessary.

ARTICLE V

RETENTION OF CIVIL RIGHTS

- A. Employees shall retain all civil rights under New Jersey and Federal laws.
- B. The Borough and the PBA agree that each provision of this Agreement shall equally apply to all covered employees and that there shall be no harassment or intimidation of, interference with, or illegal discrimination against an employee because of: age, sex, race, creed, skin color, national origin, nationality, ancestry, marital status, disability, handicap, genetic information, affectional or sexual orientation, blood trait, political activity, United States or State Armed Services activity. Harassment shall also include sexual harassment. All references to employees in this Agreement refer to both sexes and wherever the male gender is used, it shall be construed to include both male and female employees.

ARTICLE VI

RETIREMENT

A. Employees shall retain all pension rights under New Jersey Law and Ordinances of the Borough of Wildwood Crest.

B. At the discretion of the Chief, employees may take off all holidays, vacation days, personal days and compensatory time consecutively, ending at the employee's date of retirement. A letter of intent must be filed with the Borough at least ninety (90) days prior to the requested time off. Authorization will not be unreasonably withheld unless the pressures of work determine that accumulated time can not be charged off prior to retirement.

C. In the event a retired employee, or an employee who has completed twenty-five (25) years of service, dies before his/her spouse, the spouse shall continue to be eligible as a dependent under the medical benefits package plan, but shall be terminated upon remarriage. Children of the deceased retiree, or of an employee who dies prior to retirement with at least twenty-five years of service, shall be eligible as a dependent until said child reaches age twenty-three (23), provided the surviving spouse elects to receive the monthly pension benefit and not the lump sum 3.5 times the employee's annual salary benefit.

D. Both parties affecting the terms and conditions of this Agreement shall not in any form whatsoever negotiate away the rights of retirees guaranteed by this (or prior) contract or to otherwise permit the lessening of any benefit which is presently (or formerly) provided.

ARTICLE VII

EXTRA CONTRACT AGREEMENT

A. The Borough agrees not to enter into any other agreement or contract with officers of the Wildwood Crest Police Department below the rank of Lieutenant, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

## ARTICLE VIII

### LEAVES OF ABSENCE

A. A leave of absence without pay may be granted for good cause to any permanent employee for a period up to twelve (12) months, subject to the provisions of the New Jersey Department of Personnel Rules and Regulations. Such leave shall be granted at the sole discretion of the Commissioner of Public Safety after recommendation from the Chief of Police.

## ARTICLE IX

### WORK WEEK

#### A. Work Week

The present average working week of forty-two hours shall continue in effect. The employee's regular hourly rate of pay is defined as the employee's annual base pay divided by 2,184 hours. In reliance upon the foregoing, and based upon the additional hours worked throughout the year, above and beyond the "normal" forty (40) hour work week, it is further understood and accepted by and between both parties that the thirteen (13) days pay, as permitted by the bargained agreement, is being provided as full and complete compensation in lieu of additional hours worked between 2080 hours, which represents the standard 40 hour work week, and the 2,184 hours actually worked.

#### B. Overtime

1. If an employee is required to work longer than his/her scheduled tour of duty, he will be paid at the rate of time and one-half for each hour worked.

2. Overtime shall be distributed as equitably as possible and all permanent employees shall be expected to work a reasonable amount of overtime when requested by the Borough. When the Borough assigns overtime, the permanent employees shall have preference over temporary or seasonal employees.

3. Employees shall have their choice of receiving cash at the rate of time and one-half for each overtime hour worked, or for compensatory time off at the rate of time and one-half for each overtime hour worked, provided the approval of the Chief of Police is obtained for any such compensatory time and so long as any such compensatory time is not in violation of the Federal Minimum Wage and Hour Law. Such request for compensatory time off shall be granted on a uniform basis with standard rules and regulations applying to all employees who make this request. It is agreed that between June 15 and Labor Day, each officer shall be

allowed to exhaust available compensatory time at the discretion of the Chief of Police. Such requests shall not be unreasonably or arbitrarily denied. All requests are to be made in writing not more than thirty (30) days prior to the time requested and all requests must be either approved or disapproved within seventy-two (72) hours of the request.

C. Call Back

If an employee is recalled to duty, he will be paid at the rate of time and one-half with a minimum of four (4) hours overtime, but an employee who remains on duty at the conclusion of a regular tour of duty, or is called into duty immediately prior to the start of his/her regular shift, will not be entitled to any minimum amount of overtime pay.

D. Court Time

Off-duty time devoted to court appearances shall be compensated in accordance with Article XXIII.

E. Stand By

When an employee is required to stand by at his/her residence, he shall be compensated for such stand-by time at his/her regular rate of pay.

F. 1. Amount of Compensatory Time

a. Effective January 1, 2007, no employee shall be permitted to accumulate more than two hundred and forty (240) compensatory hours. Any employee who has accumulated more than two hundred and forty (240) compensatory hours as of December 31, 2006 shall be frozen at that number and shall not be allowed to accumulate any more compensatory hours until such time as the employee's total compensatory hour bank drops below two hundred and forty (240) compensatory hours.

b. Effective January 1, 2007, new employees hired after 1/1/2007 shall be permitted to accumulate no more than one hundred and twenty (120) compensatory hours.

## 2. Sell Bank of Compensatory Time

a. Upon the mutual agreement of the Borough and an employee, an employee may sell back to the Borough ten (10) days of compensatory time. Notification of this pay option is to be given to the Treasurer's Office no later than November 1<sup>st</sup> of the previous year. Payment will be in a lump sum on a regular payday of the employee's option. Sell back of additional days may be granted by the Borough based upon the Borough's ability to pay as Certified by the Chief Financial Officer. The procedure for requesting payment for these additional days shall be the same procedure as for the first ten (10) days.

b. Notwithstanding subsection 2a above, the Borough may unilaterally elect to buy back all accumulated compensatory hours above two hundred and forty (240) without the agreement or consent of the employee.

## G. Meetings

Two (2) Departmental meetings may be called per year by the Chief anytime the need arises, to be paid in straight compensatory time. Any additional meetings will be paid at a rate of time and one-half.

ARTICLE X

VACATIONS

A. Annual vacations shall be granted as follows:

First year.....	Eight hours for each month worked
From 2 through 9 years.....	120 hours
From 10 through 14 years.....	160 hours
From 15 through 19 years.....	200 hours
From 20 to retirement.....	240 hours

B. Vacations shall be chosen by grade, then by seniority, and shall be taken from Labor Day to June 15<sup>th</sup>, excluding Memorial Day weekend. Memorial Day weekend runs from 4:00 p.m. Friday to 11:59 p.m. Monday. Vacations and holiday leave which encompass the major holidays: Easter, Thanksgiving, Christmas and New Year's Day shall be equitably divided among the members of the individual squads. An employee shall not be recalled from his/her vacation leave except in cases of dire emergency. All vacations must be sanctioned by the Chief of Police or his/her designee, and can be carried over to the next succeeding year only if the appointing authority determines that it cannot be taken because of pressure of work. Any vacation taken from Labor Day through June 15<sup>th</sup> shall be taken in a minimum of five (5) consecutive day increments, whenever possible, as determined by the personnel officer and/or the Chief of Police.

C. Vacations and Holidays shall be taken as outlined in Article X and Article XI and shall be chosen in two (2) steps. Step 1 will include all Vacation, then Holidays, to be taken from the Monday after January 1<sup>st</sup> through June 15<sup>th</sup>, excluding Memorial Day weekend.

Step 2 will include remaining Vacation, then Holidays, to be taken from the day after Labor Day through the Sunday after January 1<sup>st</sup>. Vacations will be chosen first, by grade, then

seniority, after which time Holidays will be chosen through the same process. It will be the responsibility of the Squad Sergeant, or his/her designee, to ensure that time remaining for the Squad after Step 1 is completed, does not exceed the amount of calendar time available for Step 2. Deadlines for each step to be submitted to the Chief of Police shall be determined on a yearly basis by the Chief or his/her designee.

ARTICLE XI

HOLIDAYS

A. 1. Employees covered under this Agreement shall be entitled to a total of one hundred twelve (112) holiday hours per year which shall be set forth prior to each year in a Police Officers' Holiday Schedule that may or may not include dates that coincide with any other holiday schedule provided for any other group of Borough employees. The specific dates of the holidays designated in the Police Officers' Holiday Schedule shall be those dates upon which the holidays actually fall. In addition, the employee shall be entitled to thirty-two (32) personal holiday hours which may be taken, with the permission of the Chief of Police, at any time during the calendar year. An employee shall not be recalled from holiday leave except in cases of dire emergency.

2. Employees covered under this agreement shall be entitled to receive additional holiday hours above the one hundred twelve (112) specified in the Police Officers' Holiday Schedule only if such additional holidays are declared by federal, state, or local government and result in an increase in the total number of holidays provided to other Borough employees, thereby exceeding a total of fourteen (14) in any calendar year.

B Employees who are scheduled to work on any of the holidays designated in the Police Officers' Holiday Schedule shall receive another eight hours off in lieu of that specific holiday which was worked plus an additional four (4) hours of compensatory time.

## ARTICLE XII

### SICK LEAVE

A. Employees shall be granted one hundred twenty (120) hours a year which shall be accumulative from year to year and shall be unlimited. Employees shall not be required to provide the Borough with a doctor's notice until the beginning of the fourth consecutive day of illness.

B. Effective January 1, 2000, any employee upon retirement who is eligible for compensation in accordance with Chapter 46 of the Borough Code, shall be entitled to compensation not to exceed \$19,750.00, which shall be paid in the first pay period after final adoption of the municipal budget in the year subsequent to the employee's effective date of retirement, unless requested by the employee to be paid in equal installments over a one (1), two (2), or three (3) year period. Notice shall be provided in accordance with Article VI of this Agreement.

C. In the event of the death of an employee prior to his/her retirement, his/her estate shall be compensated for any unused vacation, holiday and overtime accrued by said employee; also, one-half of his/her accumulated sick time. Compensation shall be made at the employee's regular hourly rate of pay, which shall be defined as the employee's base pay divided by 2,184.

D. The Borough shall grant sixteen (16) compensatory hours to each officer's accumulated time at the conclusion of each calendar year in the event no sick time is charged to the officer during that entire previous year. Likewise, eight (8) hours will be added if the officer is only charged with one (1) sick day.

## ARTICLE XIII

## INSURANCE, HEALTH AND WELFARE

### A. Coverage

1. The Borough shall provide health benefits and prescription program in accordance with the provisions of the New Jersey State Health Benefits Program. Dental and vision coverage shall be provided in accordance with the exhibits annexed hereto and made a part hereof by reference as if fully set forth. The Borough agrees to reimburse employees for any and all out-of-pocket expenses incurred by them personally for medical/health insurance in excess of \$500.00 for an individual and \$750.00 per family, as it respects individual participants in the Traditional Plan as of July 1, 2001. This shall not apply to out-of-pocket expenses under NJPlus as covered levels of benefits, which are substantially similar to those benefits afforded under the AmeriHealth PPO, do not involve deductibles. For definitional purposes, and with respect to Traditional Plan coverage, out-of-pocket expenses shall be limited to deductibles and co-pays only and shall not include balance billing from out-of-network providers.

2. In addition, the Borough shall provide a \$15,000.00 term life insurance policy, the beneficiary to be designated by the employee. In the event that no beneficiary is designated, the beneficiary shall be the Estate of the employee.

3. The Borough may, at its option, change any of the existing insurance plans or carriers or may self-insure so long as substantially similar benefits are provided.

4. The Borough shall provide "Well Health" for the spouse/Officer with a limit of \$200.00 which may only be applied to a pap smear and exam and/or mammography and exam. The spouse/Officer will be provided with a limit of \$100.00 for a prostate examination.

### B. Insurance Upon Retirement

1. Upon retirement under the Police and Fireman's Pension System, the Borough shall provide the retiring employee and his/her family with all insurance coverage listed in Section A of this Article, and shall continue said coverage until the death of said employee, subject to the provisions of Article VI, Section C, and in accordance with the provisions of N.J.S.A. 40A:10-23.

2. All such provisions for continued insurance coverage for retiring employees shall be in accordance with all applicable statutes and state regulations in effect at the time of the employee's retirement.

3. In the event a retired employee, or an employee who has completed twenty-five (25) years of service, dies before his/her spouse, the spouse shall continue to be eligible as a dependent under the medical benefits package plan, but shall be terminated upon remarriage.

C. In the event a retired employee, or an employee who has completed twenty-five (25) years of service, dies before his/her spouse, the spouse shall continue to be eligible as a dependent under the medical benefits package plan, but shall be terminated upon remarriage. Children of the deceased retiree, or of an employee who dies prior to retirement with at least twenty-five years of service, shall be eligible as a dependent until said child reaches age twenty-three (23), provided the surviving spouse elects to receive the monthly pension benefit and not the lump sum 3.5 times the employee's annual salary benefit.

#### C. Physical Exam

The Borough shall provide each employee a complete physical examination annually at the employee's request. Said examination shall consist of a comprehensive physical examination, a blood profile, urinalysis and hearing tests. EKG or chest x-ray may be provided if the examining doctor feels that these additional tests are needed. Whenever possible, the employee's health insurance shall be used to cover the cost of any test or lab

work. The “basic” physical examination will be done by the employee’s own doctor with a limit of \$75.00 paid directly to the doctor. Results of the examination will be forwarded to the Chief of Police as well as the employee on a properly completed and signed Borough form.

D. Legal Representation

1. In accordance with N.J.S.A. 40A:14-144 whenever an Employee 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/her official duties, the Borough shall provide said Employee with the necessary means for the defense of such action or proceeding. In the event that an Employee utilizes counsel other than that supplied by the Borough, and fees and costs shall be agreed upon by the attorney and the Borough prior to the attorney performing such services.

The above does not apply for the defense of an Employee in a disciplinary proceeding instituted against him/her by the Borough or in criminal proceeding instituted as a result of a complaint on behalf of the Borough. If any such disciplinary or criminal proceeding instituted by or on complaint of the Borough shall be dismissed or finally determined in favor of the Employee, he/she shall be reimbursed for the expense of his/her defense.

2. The Borough shall supply to all police employees necessary legal advice and counsel in the defense of charges filed against them in performance of their duty of the settlement of claims for personal injury, death or property damage arising out of or in the course of their employment, and the Borough shall pay and satisfy all judgments against said employees from said claims, except to the extent that such judgments include punitive damages, and with regard to punitive damages, only to the extent that indemnification for such punitive damages is not contrary to law or public policy.

E. Death/Disablement of an Officer

1. In the event that an officer is killed or permanently disabled in the line of duty, the above described insurance coverage shall be continued in effect by the Borough for his/her benefit or the surviving spouse of such officer until his/her death or remarriage, as well as for all surviving unmarried children of such officer until they reach the age of twenty-three (23) years, who are dependent upon the officer for support and maintenance, but shall not include a spouse or child while service in the military service.

2. The Borough shall pay the sum of \$10,000.00 for funeral expenses of any employee killed in the line of duty to the estate of said employee.

F. Worker's Compensation Coverage

If an employee is incapacitated in the line of duty, whereby an injury or illness is determined to be compensable by the third party administrator after examination/determination by the authorized treating physician, in accordance with the provisions of NJSA Title 34, that employee shall be entitled to injury leave with full pay during the period in which employee is unable to perform assigned duties. This period shall not exceed one (1) year. The Borough is to be reimbursed temporary disability payments, for which employee would otherwise be entitled, during any/all period(s) employee is being provided injury leave with full pay. Should injury leave extend beyond one (1) year for a particular illness or injury, employee shall receive workers' compensation benefits directly as provided at law.

ARTICLE XIV

EXCHANGE OF DAYS OFF

A. The member may request, and the Chief or his designee may grant, the request of any member of the department to exchange hours, duties or days off with another officer of equal rank pursuant to the rules and regulations of the Chief of Police or his/her designee. Such requests shall be granted on a uniform basis with standard rules and regulations applying to all employees making this request. Such requests shall not be unreasonably or arbitrarily denied. All requests are to be made in writing.

## ARTICLE XV

### CLOTHING ALLOWANCE

#### A. Uniforms

The Borough shall furnish an initial issue of uniforms to all new police officers consisting of five (5) sets of both summer and winter uniforms, one (1) winter and one (1) summer coat, along with the appropriate rain clothing and the necessary leather equipment to make the uniform complete, also a bullet proof vest.

1. As determined by the Chief, uniforms and/or replacement equipment damaged or lost in the line of duty shall be replaced by the Borough within ten (10) calendar days of the receipt/notification, unless the damage/loss is caused by negligence of the officer.

2. Any defective service weapon, when determined by the training officer or his designee to be defective, shall be replaced immediately by the training officer or his designee.

3. The Borough reserves the right to inspect all damaged equipment and uniforms and all damaged equipment/uniforms shall become the property of the Borough.

4. Personal items damaged or destroyed in the line of duty shall be replaced by the Borough, provided reasonable costs therefore are mutually agreed upon. The Borough reserves the right to inspect all damaged items and all damaged items shall become the property of the Borough.

5. Upon retirement or resignation, all uniforms/equipment shall be returned to the Borough.

6. Clothing/equipment to be issued initially and/or upgraded/replaced shall be pursuant to existing Department SOPs, as attached, at a minimum standard. Upon determination of need by the Chief, it is understood and agreed that all replacement and initial issue clothing shall be new.

#### B. Plain-Clothes Assignment Allowance

The Borough shall provide to permanent members of the police department on year round plain-clothes assignment a clothing allowance of five hundred fifty (\$550.00) dollars. Permanent employees on seasonal plain-clothes assignment shall be provided with an annual allowance of one hundred fifty (\$150.00) dollars.

C. Maintenance Allowances

The Borough shall pay each employee a maintenance allowance in the amount of one hundred fifty (\$150.00) dollars. Payment shall be made to each employee upon the Chief's receipt, audit and approval of each member's request for reimbursement. No allowance reimbursement shall be made if they are not accompanied by the proper receipts.

## ARTICLE XVI

### TEMPORARY LEAVES OF ABSENCE

A. Employees may be granted time off without deduction from pay or time owed for the following requests, which must be made in writing and approved by the Chief of Police or his/her designee:

1. Death in the immediate family, from the date of death, to and including the day of the funeral. Up to three (3) days may be granted. If additional time is needed, it may be taken as vacation or holiday time, subject to the approval of the Chief of Police, regardless of the time of year.

2. Medical emergency, including childbirth, in the immediate family residing with the employee. No more than three (3) days may be granted for this request.

3. Immediate family shall consist of spouse, children, step-children, brother, sister, parents, step-parent, parent-in-law, brother-in-law, sister-in-law, grandparents and grandchildren of employee or spouse.

4. Any time off granted under this Article shall not be deducted from any other time or benefit owed the employee.

#### B. Military Leave

1. Military leave shall be granted pursuant to state and federal regulations. An officer who is a member of the Armed Forces Reserve and/or National Guard unit, shall notify the Chief of Police immediately upon receipt of dates of intended encampment.

## ARTICLE XVII

### GRIEVANCE PROCEDURE

#### A. Purpose

The purpose of this grievance procedure shall be to settle all grievances between the parties covered by this Agreement as quickly as possible, so as to assure efficiency and to promote employee morale. For the purpose of this Article, a grievance shall be defined as a controversy arising over the interpretation, application, or violation of policies, agreements and administrative decisions affecting the employees of the Wildwood Crest Police Force.

#### B. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived, in writing, by mutual consent. The completion of the entire grievance procedure as outlined below shall be a condition precedent to the institution of any civil court action or any administrative procedure through any federal or state agency with regard to any grievance arising under the terms and conditions of this Agreement. Any time limits specified below shall be exclusive of Saturdays, Sundays, and legal holidays.

STEP ONE: The aggrieved employee shall institute an action under the provisions hereof within twenty (20) days of the date of notice, occurrence, and/or knowledge of the event giving rise to the grievance by filing a written summary of said grievance with the Chief of Police. Failure to act within said twenty (20) days shall be deemed to constitute an abandonment of the aggrieved employee, or the PBA on his/her behalf, to process the grievance through the steps of the grievance procedure.

STEP TWO: The Chief of Police or his/her designee shall convene a meeting with the aggrieved employee to discuss said grievance. The Chief of Police shall make

an earnest effort to resolve the matter informally. However, if the matter cannot be resolved informally, then the Chief of Police or his/her designee shall render a decision, in writing, within twenty (20) days of receipt of the grievance.

STEP THREE: In the event that the grievance is not satisfactorily settled within Steps One and Two above, then a copy of the grievance, along with a copy of the results of the Chief's decision, shall be forwarded to the Commissioner of Public Safety by the Grievant. The Commissioner of Public Safety shall thereupon render a decision in writing within twenty (20) days after receipt of the grievance.

STEP FOUR: Arbitration/Appeals to the Department of Personnel.

Any grievance arising over the interpretation, application, or violation of the provisions of this Agreement which has not been satisfactorily resolved within Steps One through Three above, may be submitted to arbitration or, where appropriate, an appeal may be made to the Department of Personnel within twenty (20) days following the determination of the Commissioner of Public Safety. In the event an appeal is made to the Department of Personnel, a filing for arbitration shall be withdrawn, with the filing party bearing the cost of the same. The selection of an arbitrator under this Article shall be made from a list provided by the State of New Jersey Public Employment Relations Commission. 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. Only one (1) issue shall be submitted to an arbitrator unless the parties agree otherwise. The cost of the service of the arbitrator shall be borne equally by the Borough and the Association. Any other expenses including, but not limited to the presentation of witnesses, shall be paid by the party incurring same.

C. Managerial Prerogative

Nothing contained in this Article shall be construed as conferring any right by an employee to invoke the grievance procedure and/or binding arbitration with respect to a disciplinary penalty or any other matter which has been determined by law to be within the sphere of managerial prerogative.

D. Reservation of Right to Amend Article

In the event that the Assembly Bill #706 is signed into law by the Governor in the form in which it was passed by both houses of the New Jersey Legislature, or in the event that the Case of *Jersey City v. Jersey City PBA* presently pending before the Supreme Court of New Jersey is reversed, Section B, Step Four, above, will be amended by the addition of the following language, which will comprise the introductory clause of Step Four: “Any grievance involving disciplinary action taken by the Borough against an employee covered under this Agreement, or . . .”

ARTICLE XVIII

COMMENDATION AND HONORABLE MENTION

A. Compensatory time of sixteen (16) hours shall be given for any commendation during the term of this contract.

B. Compensatory time of eight (8) hours shall be given for any honorable mention during the term of this contract.

C. An awards committee of not more than three (3) persons, to be elected by majority, shall be responsible to recommend meritorious service of any officer to the Chief of Police and Director of Public Safety for their consideration. The term of this committee shall run concurrent with this contract.

ARTICLE XIX

PATROL CARS

A. Patrol Cars

1. The Borough agrees to provide air-conditioned patrol cars with AM radios and heaters. In addition, the patrol car shall contain a complete police package.

2. The Borough agrees to provide the following protective and safety items. Said items shall be installed in all patrol cars and shall be replaced or repaired if damaged.

a. A protective cage located between the front and rear seats. The cage shall be the type with a built-in roll bar.

b. Shotguns with appropriate locked racks, the keys to which are to be supplied only to officers certified by the Chief of Police as qualified to handle shotguns by virtue of special training. Shotguns to remain in the interior of the car.

c. Appropriate warning lights, spotlights, and alley lights all mounted on the exterior area of the patrol car.

d. One portable radio for every man assigned to the vehicle.

B. Safety Equipment

The Borough shall provide additional safety equipment to be retained at Police Headquarters for the officers' use. That safety equipment is as follows:

1. Safety ear phones for range use.

2. Body armor or flack vests available to all shifts.

3. Helmets and gas masks available to all shifts.

4. One sniper rifle and scope available to personnel qualified and sanctioned by the Chief of Police or his/her designee.

C. Patrol cars shall be maintained as is present policy.

ARTICLE XX

SALARY AND WAGES

A. The Borough agrees to pay police employees at the following rates:

<b>Level</b>	<b>2005</b>	<b>2006</b>	<b>2007</b>	<b>2008</b>	<b>2009</b>
Sergeant	\$68,794.00	\$71,408.00	\$74,122.00	\$76,938.00	\$79,862.00
8	\$63,623.00	\$66,041.00	\$68,550.00	\$71,155.00	\$73,859.00
7	\$60,560.00	\$62,861.00	\$65,250.00	\$67,730.00	\$70,303.00
6	\$56,394.00	\$58,537.00	\$60,761.00	\$63,070.00	\$65,467.00
5	\$52,223.00	\$54,207.00	\$56,267.00	\$58,405.00	\$60,624.00
4	\$48,054.00	\$49,880.00	\$51,775.00	\$53,743.00	\$55,785.00
3	\$43,884.00	\$45,552.00	\$47,283.00	\$49,079.00	\$50,944.00
2	\$39,715.00	\$41,224.00	\$42,791.00	\$44,417.00	\$46,105.00
1*	\$35,490.00	\$36,839.00	\$38,238.00	\$39,692.00	\$41,200.00

\* New employees hired after the execution of this Agreement shall be paid at a rate which is \$5,500.00 less than the Step 1 rate above for their first six (6) months of employment.

Employees hired prior to January 1, 2002 shall be placed on the 2002 Grid as outlined in the Employee Pay Schematic on file in the Borough Clerk's Office, said placement to be effective January 1, 2002. Each January 1<sup>st</sup> thereafter, the employee(s) shall move thru the Grid diagonally until he/she reaches Level 8.

Employees hired on or after January 1, 2002 shall be placed on the Grid at Level 1 in the respective year of hire and shall move thru the Grid as follows:

Effective 1/1/02, an employee hired prior to July 1<sup>st</sup> of any year shall be placed on the Grid at Level 1 of that year and shall move to Level 2 effective the January 1<sup>st</sup> immediately following his/her appointment and shall move diagonally thru the Grid effective each January 1<sup>st</sup> thereafter until reaching Level 8. Employees hired after June 30<sup>th</sup> of any year shall be placed on the Grid at Level 1 in the year of hire and shall move only horizontally on the Grid effective the

January 1<sup>st</sup> immediately following his/her appointment. The employee shall move diagonally to Level 2 on the Grid on the second January 1<sup>st</sup> following his/her appointment.

B. College Credits

1. In addition to salary, the Borough agrees to pay the employees \$15.00 per year for each college credit earned by them at any time in furtherance of a degree in Law Enforcement. Upon completion of an Associate's Degree in Law Enforcement, the employee shall receive the sum of \$1,500.00 annually, and in addition, the Borough agrees to pay the employees \$5.00 per year for each college credit earned over and above an Associate's Degree that are earned in the furtherance of a four (4) year degree in Law Enforcement.

2. Upon completion of a four (4) year degree, the employee shall receive the sum of \$2,000.00 annually.

3. To determine the amount of payment hereunder, the employee shall submit by February 1<sup>st</sup> of each year of this Agreement, proof of credits earned through January 1<sup>st</sup> of said year for the determination of compensation to be paid in said year. All college credit pay to which the employee is entitled hereunder shall be payable to him in full in the first pay in December. This section shall be subject to the following conditions:

a. Employees shall begin compensation after one (1) full year of permanent employment with the Borough.

b. Employees shall cease their eligibility for compensation under this section if they have not earned any college credits in furtherance of their degree during a period of two (2) consecutive years.

c. The above college credit pay shall not be available to any employee hired subsequent to January 1, 1995, until they commence their 8<sup>th</sup> year of employment.

C. In addition to salary, the Borough agrees to pay permanent employees who are assigned to plain-clothes or detective duties an additional five hundred (\$500.00) dollars per year on a pro-rated basis if assignment is for less than one year. Notwithstanding, such pay shall be payable to those officers who are certified by the Chief of Police as a qualified plain-clothes or detective by virtue of special training.

D. Based upon the additional hours worked throughout the course of the year, above and beyond the “normal” forty (40) hour work week, it is further understood and accepted by and between both parties that the thirteen (13) days pay, as permitted in the existing agreement, is being provided as full and complete compensation in lieu of additional hours worked between 2080 hours, which represents the standard forty (40) hour work week, and the 2,184 hours actually worked.

E. Compensation for an officer who is assigned duty as shift commander or who serves in place of a sergeant shall, if so designated by the Chief, receive the assigned title of officer in charge (O.I.C.) with an increased salary of \$500.00 for the period of the assignment only. This position is non-civil service in nature, is assigned by the Chief in the same fashion as that of detective based solely upon merit, and the affected officer(s) will receive the \$500.00 payment on the last payday in December provided said O.I.C. served for that entire year. In the event that O.I.C. is not serving satisfactorily, upon evaluation review by the Chief, Captain, and Shift Sergeant, a new O.I.C. will be chosen and a pro-rated amount will be provided for the period served. No Sergeant and O.I.C. from any one shift may be scheduled off at any one time.

ARTICLE XXI

LONGEVITY

A. In addition to salary, employees shall receive longevity pay to be computed at two (2%) percent for every four (4) years of service to a maximum of twelve (12%) percent. Longevity pay shall be computed from the permanent or provisional full-time date of employment.

B. Employees hired after January 1, 1999 shall receive their first longevity pay of four (4%) percent after eight (8) years of service to a maximum of twelve (12%) percent to be computed at two (2%) percent for every four (4) years thereafter. Longevity pay shall be computed from the permanent or provisional full-time date of employment.

C. An employee shall have his/her longevity pay included in his/her regular pay.

D. All longevity increments shall commence the first pay of each January. Permanent or provisional full-time employees hired prior to July 1<sup>st</sup> of any year shall receive one (1) full year credit toward longevity eligibility in the year of hire. Permanent or provisional full-time employees hired on or after July 1<sup>st</sup> of any year shall receive no credit for longevity eligibility for the balance of said year.

ARTICLE XXII

PROBATIONARY PERIOD

- A. New employees shall serve a probationary period in accordance with law. During said period, they shall be paid as if they were qualified first year patrolmen.
  
- B. For the purpose of seniority and longevity, the original date of employment shall be used.

ARTICLE XXIII

COURT TIME

A. Should it become necessary for an employee to appear in court, he shall be paid as follows:

1. For a county or superior court, he shall receive time and one-half of each hour in court with a four (4) hour minimum guarantee. Pay shall be awarded when the employee participates on off-duty time. If at all possible, court will be scheduled during the officer's tour of duty.

2. For municipal court, he shall receive a minimum of two (2) hours at time and one-half. Payment shall be awarded when the employee participates on off-duty time. If at all possible, court will be scheduled during the officer's tour of duty. The Borough will provide a three (3) hour minimum for employees whose court appearance is required in a municipal court which is "Off the Island."

3. When an officer is subpoenaed to civil court for a case resulting from an incident in the officer's line of duty, he shall receive time and one-half for each hour in court with a four (4) hour minimum guarantee, and a patrol vehicle shall be provided for cases out of the county. In the event there is no vehicle available, the Borough shall compensate the officer at the rate of eighteen (\$0.18) cents per mile for the use of a private vehicle.

ARTICLE XXIV

SAVINGS BONDS

A. Upon proper written authorization, the Borough shall deduct appropriate amounts so specified by an employee from his/her paycheck to be used in the purchasing of savings bonds for the employee.

## ARTICLE XXV

### INVESTIGATION OF POLICE OFFICERS

A. In an effort to insure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of a member of the force shall be at a reasonable hour, preferably when the member is on duty, unless the exigencies of the investigation dictate otherwise.

2. The interrogations shall take place at a location designed by the Chief of Police. Usually it will be at Police Headquarters or the location where the incident allegedly occurred.

3. The member of the force shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the officer is being interrogated as a witness only, he should be so informed at the initial contact.

4. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls and rest periods at the end of every two (2) hours.

5. The member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

6. At every stage of the proceedings the Department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel and/or his/her Association representatives, before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force, which shall not delay the interrogation beyond one (1) hour for consultation with his/her Association representative, nor more than

two (2) hours for consultation with his/her attorney. However, this paragraph shall not apply to routine day-to-day investigations.

7. In cases other than departmental investigations, if a member of the force is under arrest or if he is a suspect or the target of a criminal investigation, he shall be given his/her rights pursuant to the current decisions of the United States Supreme Court.

B. Nothing herein shall be construed to deprive the Department or its officers of the ability to conduct the routine and daily operations of the Department.

C. "Internal Affairs investigations shall be conducted in accordance with N.J.S.A. Procedures issued by the New Jersey State Attorney General."

ARTICLE XXVI

RESIDENCY

A. The Borough agrees that the employees of the Wildwood Crest Police Department may reside outside the limits of the Borough of Wildwood Crest, in accordance with the laws of the State of New Jersey.

ARTICLE XXVII

POLICE SCHOOLS

A. Police employees shall be paid at their regular rate of pay for attending police resident schools when assigned by the police department.

B. The Borough agrees to compensate the employees at the rate of eighteen (\$0.18) cents per mile for the use of his/her private vehicle when a police vehicle is not available while attending any assigned police school.

C. The Borough shall compensate the employee at the rate of up to ten (\$10.00) dollars per day while attending any residence school, excluding the initial Police Academy. These moneys are to be paid after the employee returns with the receipts.

D. When the Chief of Police or the training officer receives notice for availability of police training schools, they shall post a notice advising all members of the availability of said schools. The requests are to be granted on the basis of departmental need. Final determination shall be up to the police department training officer.

E. Training

1. Whenever an employee is required to participate in any non-residential departmental training occurring on his/her off-duty time, he shall be reimbursed at time and one-half in compensatory time or pay at the employee's option.

2. Whenever an employee is required to participate in any departmental retraining occurring on his/her off-duty time, he shall be reimbursed at time and one-half in compensatory time.

F. When the school is not a residence school and daily commuting is not practical, the Borough will reimburse reasonable expenses for motel and twenty (\$20.00) dollars per day for food, including one (1) day before reporting date if travel is necessary. These moneys are to be paid after the employee returns with receipts.

ARTICLE XXVIII

MISCELLANEOUS PROVISIONS

A. Each employee shall have access to his/her personnel file upon request. Said request will be granted on the same day the request is made or on the next regularly scheduled work day of the personnel officer (Monday through Friday, excluding holidays).

B. Employees shall be entitled to engage in any lawful activity and obtain lawful work while off duty, providing same does not conflict with his/her responsibilities as a police officer.

C. All employees shall be made aware of any charges concerning him/her. He shall have the right to remain silent until he consults an attorney of the PBA.

D. Any suspension and/or loss of benefits levied upon an employee by the employer must be in accordance with state and local law.

E. The Borough agrees to maintain an up-to-date law library of the New Jersey Statutes in the police room. Said library shall consist of:

1. Physician's Desk Reference Drug Book
2. Title 24 – Food and Drug
3. Title 20 – New Jersey Code of Criminal Justice
4. Title 39 – Motor Vehicle Enforcement

F. Squad designations will be posted annually and may be changed to meet operational needs with thirty (30) days advance notice as required by the provisions of the Fair Labor Standards Act. It is hereby acknowledged that requested personal time off previously granted will be honored unless an emergency requires recall from duty.

G. Borough agrees to provide compensation or an instructor for the instruction of conversational French and/or Spanish to all employees who choose to participate.

ARTICLE XXIX

MANAGEMENT RIGHTS

A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States.

B. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 40 and R.S. 11, or any other national, state, county or local laws or ordinances.

ARTICLE XXX

DURATION OF AGREEMENT

A. This Agreement shall be effective January 1, 2006, through December 31, 2009. Bargaining for the next succeeding contract shall commence on or about August 1, 2009. In the event no agreement is reached between the parties by November 1, 2009, the parties agree to mediation and fact-finding pursuant to New Jersey Statutes Annotated 34:13A-1, et. seq. If an agreement is still not reached following mediation and fact-finding, the parties will agree to submit their issues to an arbitrator whose decisions on the terms of said collective bargaining agreement shall be binding on the parties. The arbitrator shall be selected in accordance with the rules and regulations of the Public Employment Relations Commission. The cost of said arbitration, including the arbitrator's fee, shall be borne equally by the parties.

B. In the event that a new contract has not been agreed upon on the termination date of the Agreement, this contract shall remain in effect until a succeeding contract can be agreed upon. All terms of the succeeding Agreement shall be retroactive to the original termination date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

POLICEMAN'S BENEVOLENT ASSOCIATION  
LOCAL #59

BOROUGH OF WILDWOOD  
CREST

By: \_\_\_\_\_

By: \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

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