

Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 1/1/2017 thru 12/31/2021.

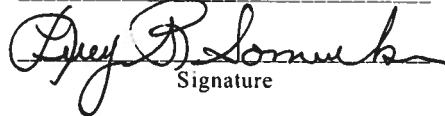
Employer: City of Somers Point

County: Atlantic

Date: 9/16/2021

Name: Lucy R. Samuelson
Print Name

Title: Municipal Clerk/Registrar


Signature

Memorandum of Agreement

This Agreement¹ is reached between the City of Somers Point (the "City") and Policeman's Benevolent Association Local 77 (the "PBA") Somers Point Police Superior Officers, subject to approval by the Governing body of the City and the respective members of the majority representative.

The City and the PBA have engaged in collective bargaining negotiations regarding a new Labor Agreement between the parties to replace the current Agreement which expired on December 31, 2016. The proposed changed terms of the new Agreement are set forth below and said terms are to be effective upon the execution and adoption/ratification of the Memorandum by both parties. The agreed upon terms and conditions shall be incorporated into the parties' contract and all other terms and conditions shall remain unchanged. The proposed changed terms are as follows:

10:1.4 Pay Upon Termination - Effective as of July 1, 2012, 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 his accumulated unused sick leave, computed on his daily rate of pay at time of termination, to a maximum of 160 days.

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.

Effective from January 1, 2017 until December 31, 2021, each employee shall have the option to ... shall not be entitled to the benefits provided by Section 10:1.4.

¹ This Memorandum of Agreement is subject to approval by the City Council of the City of Somers Point (the "City") and the members of the Policemen's Benevolent Association Local 77. The representatives of both parties agree that the signing of this Memorandum of Agreement ONLY commits them to presenting and recommending the terms to their respective bodies.

10.3.3 For every thirty (30) days that an employee is on injury leave the employee shall have deducted from his or her sick leave, vacation leave and holiday leave accruals one-twelfth (1/12) of the annual entitlement of such leave.

10.3.4 Any employee covered by this agreement 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 premiums for single coverage for the employee only for the City's prevailing health, prescription, dental and vision plans as applicable for a retiree, for the remainder of the employee's life. Any employee who retires on an approved disability retirement shall be required to contribute towards his or her health benefits in retirement in accordance with the Schedule in Paragraph 13.3, using the employee's retirement allowance as if it were the base salary or as otherwise required by State statute.

1 1 :1 BASE SALARY

1 1 :1. Commencing January 1, 2017, the annual base salary is to be paid in bi-weekly increments to the Captains and Lieutenants.

	2017	2018	2019	2020	2021
Lieutenant with less than 20 years of service	\$119,017	\$121,381	\$123,793	\$126,253	\$128,762
Lieutenant with 20 years of service or longer	\$121,306	\$123,716	\$126,174	\$128,681	\$131,238
Captain with less than 20 years of service	\$128,577	\$131,132	\$133,739	\$136,398	\$139,110
Captain with 20 years of service or longer	\$131,049	\$133,654	\$136,311	\$139,021	\$141,785

Daily rate of pay shall be determined here and elsewhere in this Agreement by adding a percentage of the employee's base salary as defined above and longevity, if applicable, and dividing by two hundred and sixty (260) as follows:

Lieutenant with less than 20 years of service – 94.6%

Lieutenant with 20 years of service or longer – 92.8%
 Captain with less than 20 years of service – 94.7%
 Captain with 20 years of service or longer – 92.9%

ARTICLE 13 Health Coverage

Existing Paragraphs 13.1 and 13.2 are deleted in their entirety and replaced by the following new paragraphs 13.1, 13.2 and 13.3.

13.1 The City will provide the New Jersey State Health Benefits Plan medical coverage and employee prescription drug plan based on a maximum of the Direct 10 plan or equivalent plan(s) to the employee and applicable dependents, or the next closest plan authorized by the State of New Jersey, should Direct 10 be discontinued. Should the employee choose a New Jersey State Health Benefits Plan with premiums that are higher than Direct 10, or the next closest plan authorized by the State of New Jersey should Direct 10 be discontinued, then the employee shall be responsible for payment of the additional cost of the premiums in addition to the employee contribution indicated in paragraph 13.2. The City will provide dental and vision coverage equivalent to the existing plans.

13.2 The employee shall contribute toward the cost of the employee's health benefits in accordance with the schedule below. The contribution shall be calculated on a percentage basis, based on the employee's salary and the combined cost of health and prescription premiums for the employee's coverage. Such contribution payments shall be withheld in equal bi-monthly installments throughout the year from the employee's pay.

13.3 Employee Share of Health and Prescription Insurance Premium

COVERAGE:

SINGLE		PARENT-CHILD		MEMBER-PARTNER		FAMILY	
Salary	%	Salary	%	Salary	%	Salary	%
to 19,999	4.5	to 24,999	3.5	to 24,999	3.5	to 24,999	3
20,000	5.5	25,000	4.5	25,000	4.5	25,000	4
25,000	7.5	30,000	6	30,000	6	30,000	5
30,000	10	35,000	7	35,000	7	35,000	6
35,000	11	40,000	8	40,000	8	40,000	7
40,000	12	45,000	10	45,000	10	45,000	9
45,000	14	50,000	15	50,000	15	50,000	12

50,000	20	55,000	17	55,000	17	55,000	14
55,000	23	60,000	21	60,000	21	60,000	17
60,000	27	65,000	23	65,000	23	65,000	19
65,000	29	70,000	26	70,000	26	70,000	22
70,000	32	75,000	27	75,000	27	75,000	23
75,000	33	80,000	28	80,000	28	80,000	24
80,000	34	85,000	30	85,000	30	85,000	26
95,000	35	100,000	35	100,000	35	90,000	28
						95,000	29
						100,000	32
						110,000	35

13:4 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 service1 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 service5 years paid health insurance

(The above may include one year terminal leave)

Upon retirement after 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.

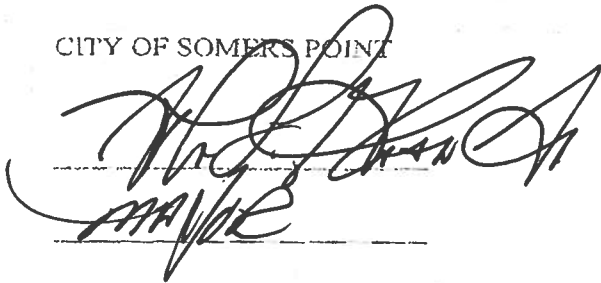
13:5 The City further agrees that, should the employee become disabled for any reason other than a job-related disability, once he reaches the age of fifty-five (55) and has completed 25 years of service which may include one year terminal leave, the City shall provide health benefits to the employee 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.

13:6 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.

13:6.1 If an employee is killed in the line of duty, the City will maintain all existing health insurance benefits for the employee's family a period of two (2) years at no cost to the family.

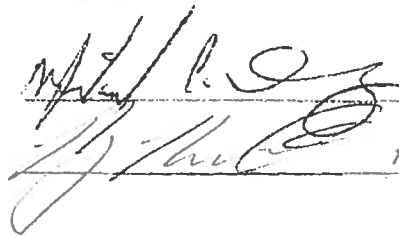
13:7 The employee shall contribute toward his retirement health benefits in accordance with the schedule in Paragraph 13.3, using the employee's retirement allowance as if it were the base salary.

CITY OF SOMERS POINT



A large, stylized handwritten signature in black ink, written over a horizontal dashed line. Below the signature, the word "MAYOR" is written in a smaller, less stylized font.

PBA LOCAL 77



A handwritten signature in black ink, written over a horizontal dashed line. To the right of the signature, the name "Michael E. Swickard" is typed. Below the signature, the text "PBA Business Agent" and the date "9-10-20" are typed.