

A G R E E M E N T

between

PBA LOCAL #59
(Superior Officers)

and

THE BOROUGH OF WILDWOOD CREST

January 1, 2015 through December 31, 2019

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PREAMBLE

THIS AGREEMENT entered into this **4th** day of **October, 2017**, by and between the **BOROUGH OF WILDWOOD CREST**, hereinafter referred to as “Employer,” and the **SUPERIOR OFFICERS OF PBA LOCAL #59**, hereinafter called the “PBA,” acting for the Wildwood Crest Police Department Superior Officers, 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 Superior Officers 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 superior officers of the Wildwood Crest Police Department, which includes the ranks of Captain and Lieutenant and assigned detectives from the ranks aforesaid and other supervisory titled positions of the Police Department, established by the Borough, below the rank of Chief and above the rank of Sergeant, 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 titles referred to hereinabove 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, superior officers of the police department.

ARTICLE II
LEGAL REFERENCE

A. Nothing contained herein shall be construed to deny or restrict any superior 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 aforementioned 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. 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 with justification for said request.

B. During negotiations, the Association representatives so authorized by the Wildwood Crest Police Department, not to exceed two (2), 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.

ARTICLE VI
RETIREMENT

Effective November 2, 2017, Retirement rights shall be in accordance with the current PBA Local #59 (all employees below the rank of Lieutenant) and the Borough of Wildwood Crest Collective Bargaining Agreement for the term of January 1, 2016 through December 31, 2019 for the Wildwood Crest Police Department.

ARTICLE VII
EXTRA CONTRACT AGREEMENT

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

ARTICLE VIII
LEAVE OF ABSENCE

A. A leave of absence without pay may be granted for good cause to any permanent employee for a period of six (6) months. Such leave shall be granted at the sole discretion of the Commissioner of Public Safety after recommendation from the Chief of Police.

B. Said leave of absence may be extended for an additional six (6) month period at the sole discretion of the Commissioner of Public Safety after recommendation from the Chief of Police.

ARTICLE IX
WORK WEEK

The work week shall consist of a minimum of forty (40) hours. There shall be no overtime or compensatory time hourly rate of pay for any time worked above and beyond forty hours in any work week. However, in anticipation of being on stand-by, for actual time worked beyond forty (40) hours, or for unscheduled call-out to duty – all of which is at the direction of the Chief or his designee, it is hereby acknowledged, understood, and accepted by both parties, in exchange for all work in excess of 40 hours in a workweek, that the Captain shall receive an annual stipend of \$2500 and the Lieutenant shall receive an annual stipend of \$2300; each stipend shall commence in 2016 and for each year thereafter and shall be paid on the first pay day in December each year and shall serve as full and complete compensation in accordance with the foregoing mutually acknowledged, understood, and accepted provisions as specifically set forth in this Article. Stipends shall be prorated based upon date of promotion/hire.

ARTICLE X
VACATIONS

A. Annual vacations shall be granted as follows:

First year.....	Eight (8) hours for each month worked
From 2 through 9 years.....	One Hundred Twenty (120) hours
From 10 through 14 years.....	One Hundred Sixty (160) hours
From 15 years through retirement.....	Two Hundred (200) hours

B. Vacation days may be taken at any time during the course of the year as permitted by the Chief of Police, and such requests will not be unreasonably withheld unless the pressures of

work do not permit the time requested to be taken. 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. Due to administrative responsibilities, logical staffing requirements of the positions covered by this agreement and the associated limitations upon time off availability, annual vacation time may be carried over to the next succeeding year only.

ARTICLE XI
HOLIDAYS

Holidays shall be in accordance with the current PBA Local #59 (all employees below the rank of Lieutenant) and the Borough of Wildwood Crest Collective Bargaining Agreement for the term of January 1, 2016 through December 31, 2019.

ARTICLE XII
WORKER'S COMPENSATION/SICK LEAVE

A. Worker's compensation rights shall be in accordance with the current PBA Local #59 (all employees below the rank of Lieutenant) and the Borough of Wildwood Crest Collective Bargaining Agreement for the term of January 1, 2016 through December 31, 2019.

B. Sick Leave shall be in accordance with the current PBA Local #59 (all employees below the rank of Lieutenant) and the Borough of Wildwood Crest Collective Bargaining Agreement for the term of January 1, 2016 through December 31, 2019.

C. Upon retirement, employees shall be compensated in accordance with Chapter 46 of the Borough Code, with a maximum of \$15,000.00 which shall be paid out in accordance with the aforesaid Chapter of the Code.

ARTICLE XIII
INSURANCE, HEALTH AND WELFARE

A. Hospitalization, Medical Care, Prescription Drug Benefits.

1. The Borough agrees to provide hospitalization insurance through the New Jersey State Health Benefits Plan, as it exists or as modified by the New Jersey State Health Benefit Plan (or any other substantially similar health benefit plan), including any changes in co-pays or deductibles that may be implemented by the New Jersey State Health Benefit Plan, for all employees and eligible dependents covered by this Agreement. The Borough shall also provide a Co-Pay Prescription Plan for employees and dependents through the New Jersey State Health Benefits Plan. The co-payment shall be determined by the New Jersey State Health Benefits Plan and may be subject to future changes to reflect the then applicable NJSHBP Plan prescription co-pays. Effective November 2, 2017, or as soon thereafter as is practicable, the Borough provides the NJSHBP Direct 15/25 Plan for employees and their eligible dependents. An employee may select coverage of another Plan offered by the NJSHBP and in the event the selected plan costs more than the Direct 15/25 Plan then the employee shall be

responsible for paying the costs of the increased premium for the selected coverage as well as any tax that may be incurred pursuant to the Affordable Care Act. Payment shall be made by equal payroll deductions.

In lieu of the NJSHBP Direct 15/25 Plan, the Borough, at its option, may provide for an alternate plan with higher co-payments and/or deductibles. In that event, the Borough will provide employees with a Health Care Reimbursement Card that would cover the costs of any increase in in-network, out of pocket, co-payments and/or deductibles. All employees shall pay a cost contribution for Health Insurance Plan coverages in accordance with P.L. 2011, Chapter 78, Pension and Health Benefits Reform Law adopted June 28, 2011 or, if hired after January 1, 2011, three (3%) percent of their base wages, whichever is greater. Payments shall be made by way of withholdings from each employee's payroll checks. The required employee payments will be made in equal bi-weekly payroll deductions. The Borough shall establish and adopt a Section 125 Plan so that said contribution would be "pre-tax".

2. 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.

3. Effective January 1, 2016, the Borough shall no longer provide a \$15,000 life insurance policy to active employees or any employee retiring on or after January 1, 2016.

4. Dental and Vision Benefits.

The Borough shall continue to provide Dental and Vision coverage in accordance with the Exhibits annexed hereto and made a part hereof by reference as if fully set forth herein except that the calendar year maximum Dental payments effective January 1, 2011 going forward shall be:

\$600 per employee only
\$1200 per employee and one dependent
\$2000 per employee and two or more dependents
and

the calendar year maximum Vision payment shall be:
\$100 per participant for contact lenses or glasses

The Borough, at its sole discretion, retains the right to select and change the providers of its Dental Plan and Vision Plan during the term of this Agreement, so long as the benefits provided are substantially similar to the current coverage. Selection of the providers is a managerial prerogative not subject to the terms of this collective bargaining agreement.

B. Insurance Upon Retirement

1. Effective November 2, 2017, upon retirement from the Borough and under the Police and Fireman's Pension System with 25 years of creditable service in PFRS, and after twenty-five (25) years of service with the Borough, the Borough shall provide the retiring employee and his/her family with all insurance coverage listed in Section A of this Article, until the retiree reaches Medicare age, subject to the provisions of Article VI,

Section C and Section D, and in accordance with the provisions of N.J.S.A. 40A:10-23 as well as P.L. 2011, Chapter 78, Pension and Health Benefits Reform Law adopted June 28, 2011. Employees retiring on a state disability pension or retiring at age 62 or older with at least fifteen (15) years of service with the Borough shall also be eligible for retiree health benefits under this article. Subject to the provisions of paragraph 5 below.

- a) Definition of Twenty-Five Years of Service with the Borough. Twenty-five years of service with the Borough shall mean that service of the employee, in any position within the Borough, shall count as years of service for the purposes of satisfying the twenty-five year requirement. For example, if an employee has served in another department in the Borough, such as public works, or as a Special Law Enforcement Officer, those years of service shall count toward the requirement that the employee have twenty-five years of service with the Borough.
 - b) Exception to Requirement of Twenty-Five Years of Service with the Borough. Those employees not needing twenty-five years of service with the Borough shall only be those employees, who, at the time of the ratification of this Agreement, have purchased time or have had additional time recognized in PFRS which was earned through law enforcement service with another employer. Those employees and those employees only shall not be required to serve twenty-five years with the Borough in order to be eligible for post retirement health benefits provided that they are able to retire with twenty five (25) years of creditable service under PFRS. All other officers, current and those to be hired in the future, shall be required to have 25 years of service with the Borough, as that is defined in paragraph (a) above, in order to be eligible for retiree health benefits.
2. Effective November 2, 2017, Retirees and their eligible dependents shall receive the same coverage in effect for current employees, not the benefits in effect at the time of retirement.
 3. Dependent's covered in retirement shall be specific to the individual covered at the time of retirement and an employee is prohibited from adding additional dependents after his/her retirement. For example, if a retiree retires with coverage for himself and his spouse and, subsequently, the spouse dies, the retiree will then only receive individual coverage, even if the retiree re-marries. In that event, the retiree shall not be permitted to add on his new spouse. In addition, any children so covered by a retiree as dependents shall not be able to be placed back on the insurance once removed and no new children may be added.
 4. Effective November 2, 2017, any employee who retires and is eligible for post-retirement health benefits from the Borough of Wildwood Crest who, after retirement, secures employment with any local, State, county or federal government agency or entity, including but not limited to, law enforcement entities where, by virtue of the employment, New Jersey State Health Benefits Plan is offered, or who is otherwise eligible to receive health insurance coverage through their employment shall be required to accept coverage for health insurance through their current employer and shall cease to

be covered by the Borough of Wildwood Crest.

5. Effective November 2, 2017, upon the retired officer becoming eligible for Medicare, or, in the event of his/her death prior to that event, upon the date which he/she would have become eligible for Medicare, or, retirees and any spouses/dependents shall no longer be eligible for any Borough provided health benefits including, but not limited to, any Medicare "wrap around" pay or Medicare reimbursement or dental insurance.
6. Death/Disablement of Officer shall be in accordance with the current PBA Local #59 (all employees below the rank of Lieutenant) and the Borough of Wildwood Crest Collective Bargaining Agreement for the term of January 1, 2016 through December 31, 2019.

ARTICLE XIV
CLOTHING ALLOWANCE

Clothing allowance shall be in accordance with the current PBA Local #59 (all employees below the rank of Lieutenant) and the Borough of Wildwood Crest Collective Bargaining Agreement for the term of January 1, 2016 through December 31, 2019.

ARTICLE XV
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 XVI
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 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, Two and 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 an 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 shall be in accordance with the current PBA Local #59 (all employees below the rank of Lieutenant) and the Borough of Wildwood Crest Collective Bargaining Agreement for the term of January 1, 2016 through December 31, 2019 or in accordance with any subsequent applicable laws enacted.

ARTICLE XVII
SALARY/WAGES/COMPENSATORY TIME CASH-OUT

A. Effective retroactive to January 1, 2015, and each year thereafter, the Borough of Wildwood Crest agrees to increase each Lieutenant’s base pay as follows:

	1/1/2015	1/1/2016	1/1/2017	1/1/2018	1/1/2019
Lieutenant	3.3%	3.3%	3.3%	0%	0%

Backpay to Lieutenants under this provision shall only be retroactive to October 1, 2016 and shall only be paid to employees currently in said title or have retired from this title within the applicable retroactive time period.

New Lieutenants appointed after January 1, 2017 shall have a starting salary of \$112,836.00

B. Effective January 1, 2015, and each year thereafter, the Borough of Wildwood Crest agrees to increase each Captain’s base pay as follows:

	1/1/2015	1/1/2016	1/1/2017	1/1/2018	1/1/2019
Captain	2.0%	2.0%	3.0%	3.0%	2.9%

There shall be no retroactive backpay paid to Captains under this provision however the Captains wage increases shall be effective going forward as of the date of ratification and approval of this Agreement. New Captains appointed after January 1, 2017 shall have a starting salary set at the greater of a 5% raise in base salary or 5% over the base salary of the Lieutenant.

C. Each member of the Superior Officers unit shall be entitled to carry forward all accrued compensatory hours earned as of the date of his/her appointment to the rank of Lieutenant, but shall exhaust all such hours on or before December 31 of the year subsequent to his/her appointment to a Superior Officer rank.

D. Request for compensatory time off may be granted at the discretion of the Chief of Police and authorization for the use of said time shall not be unreasonably withheld unless the pressures of work dictate otherwise.

E. Unused compensatory hours shall be cashed out by the Borough of Wildwood Crest pursuant to the provisions of Section C hereinabove. Said cash out shall be at the hourly rate of pay last earned by the employee prior to his/her appointment to a Superior Officer rank.

ARTICLE XVIII **PROBATIONARY PERIOD**

A. Newly promoted/hired employees shall serve a probationary period in accordance with law.

B. For the purpose of seniority, the original date of appointment shall be used.

ARTICLE XIX **INVESTIGATION OF SUPERIOR 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 superior officer shall be at a reasonable hour, preferably when the officer 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 officer 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 officer 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 the officer, 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 the officer, 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 officer 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.

ARTICLE XX
RESIDENCY

The Borough agrees that the superior officers 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 XXI
POLICE SCHOOLS

A. Superior Officers shall be paid at their regular rate of pay for attending police training courses and/or meetings when assigned by the Chief of Police.

B. When a borough vehicle cannot be assigned, the Borough agrees to compensate the employees at the then current mileage reimbursement rate established by the Board of Commissioners.

C. The Borough shall reimburse the employee all other permitted expenses incurred in conjunction with the authorized training/meeting upon the submission of a requisition with appropriate receipts attached thereto.

ARTICLE XXII
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.

ARTICLE XXIII
MANAGEMENT RIGHTS

The management rights shall be the same as provided for the PBA #59 Collective Bargaining Agreement with the Borough of Wildwood Crest for the term of January 1, 2016 to December 31, 2019, in Article XXVII – Management Rights.

ARTICLE XXIV
DURATION OF AGREEMENT

A. This Agreement shall be effective retroactively from January 1, 2015 through December 31, 2019. Bargaining for the next succeeding contract shall commence on or about August 1, 2019. In the event no agreement is reached between the parties by December 31, 2019, the parties agree to mediation and fact-finding pursuant to N.J.S.A. 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:  _____
Carl Groon, Mayor


Dated: 10/2/17

Dated: 10-4-17

By:  _____

Dated: 10/2/17

ATTEST:

ATTEST:
 _____
Patricia Feketics, Borough Clerk