

Contract no. 1425

AGREEMENT

between

BOROUGH OF WILDWOOD CREST

Cape May County, New Jersey

and

WILDWOOD LOCAL No. 59

Policemen's Benevolent Association of New Jersey

January 1, 1991 through December 31, 1994

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PREAMBLE

(KMY)
THIS AGREEMENT, made and entered into this ~~16th~~ ^{16th} day of ~~November~~ ^{DECEMBER}, 1991, between the BOROUGH OF WILDWOOD CREST, herein after referred to as "Employer," and LOCAL 59, POLICEMEN'S BENEVOLENT ASSOCIATION, hereinafter referred to as "PBA," acting for the Wildwood Crest Police Force, 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 Wildwood Crest Police Force 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

Section 1. 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 Chief, covered under this Agreement, for the purpose of bargaining with respect to rates of pay, wages, hours of work and other working conditions.

Section 2. 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, members of the police force, other than full-time dispatchers.

ARTICLE II. LEGAL REFERENCE

Section 1. 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.

Section 2. If any provisions 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 invalid, then the parties agree to meet immediately for the purpose of negotiating a provision to replace said invalid provision.

Local Reference (continued)

Section 3. 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

Section 1. 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

Section 1. The employer agrees to grant the 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.

Section 2. 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.

Section 3. During negotiations, the association representatives so authorized by the Wildwood Crest Police Force, 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

Section 1. Employees shall retain all civil rights under New Jersey and Federal laws.

ARTICLE VI. RETIREMENT

Section 1. Employees shall retain all pension rights under New Jersey Law and Ordinances of the Borough of Wildwood Crest.

Section 2. 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.

Section 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. Children of the deceased retired employee shall be eligible as a dependent until said child reaches age twenty-three (23) and students to age twenty-five (25).

Section 4. 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

Section 1. The Borough agrees not to enter into any other agreement or contract with employees of the Wildwood Crest Police Force 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

Section 1. 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.

Section 2. Said leave of absence may be extended for an additional six (6) month period.

ARTICLE IX. WORK WEEK AND OVERTIME

Section 1. The present working week of forty-two (42) hours shall continue in effect.

Section 2. 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. 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 conclusions of the regular tour of duty, or is called into duty immediately prior to the start of his/her regular tour of duty, will not be entitled to any minimum amount of overtime pay.

Section 3. Off-duty time devoted to court appearances shall be compensated in accordance with Article XXIII.

Section 4. 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.

Section 5. 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.

Section 6. 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 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. 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.

(a) An employee may sell back to the Borough four (4) days of compensatory time. Notification of this pay option is to be given to the Treasurer's Office no later than November 1st of the previous year. Payment will be in a lump sum on a regular payday of the employee's choosing.

Section 7. 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

Section 1. Annual vacations shall be granted as follows:

First year.....One day for each month worked
From 2 through 9 years.....Fifteen working days
From 10 through 14 years.....Twenty Working days
From 15 through 19 years.....Twenty-five working days
From 20 to retirement.....Thirty working days

Section 2. Vacations shall be chosen by grade, then by seniority, and shall be taken from Labor Day to June 15th, excluding Memorial Day weekend. Memorial Days 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 15th 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.

Section 3. 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 1st thru June 15th, excluding Memorial Day Weekend. Step 2 will include remaining Vacation, then Holidays, to be taken from the day after Labor Day thru the Sunday after January 1st. 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

Section 1. Employees shall be entitled to fourteen (14) holidays and any other holidays declared by federal, state, or local government. In addition, the employees shall be entitled to four (4) personal holidays which may be taken, with the permission of the personnel officer, at any time during the calendar year. An employee shall not be recalled from holiday leave except in cases of dire emergency. Holiday allowance must be taken during the current calendar year unless the appointing authority determines that it cannot be taken because of pressure of work. Any unused holidays may be carried forward into the next succeeding year only.

Holidays (continued)

Holidays (continued)

Section 2. Employees who are scheduled to work on the recognized holidays noted in this Article shall be paid on the basis of a day paid at straight time for the holiday worked, plus the employee shall receive in addition, a day and one-half off for every holiday worked. The holidays shall be taken as stated in Section 1 of this Article.

ARTICLE XII. SICK LEAVE

Section 1. If an employee is incapacitated in the line of duty and is unable to work because of an injury received in the line of duty, he shall be entitled to injury leave with full pay during the period in which he is unable to perform his/her duties, as certified by the employee's own doctor. The Borough is to be reimbursed in the amount of Worker's Compensation (temporary disability) when paid by Borough's Insurance Company. At the request of the Borough, the employee will submit to a physical examination, at the Borough's expense, by a physician of the Borough's choosing, to verify his/her inability to perform his/her duties.

Section 2. Employees shall be granted fifteen (15) sick days 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.

Section 3. Upon retirement, employees shall be compensated in accordance with Chapter 46 of the Borough Code, with a maximum of \$17,500.00.

Section 4. 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 rate of pay.

Section 5. Borough shall grant two compensatory days 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, one day will be added if the officer is only charged with one sick day.

ARTICLE XIII. INSURANCE, HEALTH AND WELFARE

Section 1. The Borough shall provide through its self insurance that which is equivalent to Blue Cross/Blue Shield Program 14/20, Rider J, Guardian Life 100% Major Medical, the Guardian Life Dental Plan with 100% coverage for preventative, 100% for basic and 80% for major and a \$1.00 deductible paid prescription plan (with coverage equal to or greater than that which is provided by "Paid Prescriptions, Inc.") for every employee and his/her family. In addition to the coverage set forth above, the Borough shall provide an eye care plan for every employee and his/her family (with coverage equal to or greater than that which is provided by the "Vision Services Plan of Pa.") including yearly eye examination and new glasses or contact lenses yearly. In addition, the Borough shall provide a \$15,000.00 term life insurance policy through Guardian Life Insurance Co. 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. 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. The Borough shall provide "Well Health" for the spouse/Officer with a limit of \$200.00 which may be only applied to a PAP SMEAR and EXAM and/or a MAMMOGRAPHY and EXAM. The spouse/Officer will be provided with a limit of \$100.00 for a PROSTATE EXAMINATION.

Section 2. 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 1 of this Article, and shall continue said coverage until the death of said employee, subject to the provisions of Article VI, Section 3..

Section 3. 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.

Insurance, Health and Welfare (continued)

Section 4. Whenever an employee is a defendant in any criminal action or criminal legal proceeding or civil suit arising out of or incidental to the performance of his/her duties, the Borough shall provide said employee with the necessary means for the defense of such action or proceedings, but not for his/her defense in a disciplinary proceeding instituted against him by the Borough or in a criminal proceeding instituted as a result of a complaint on behalf of the municipality. If any such disciplinary or criminal proceeding instituted by or on complaint of the municipality shall be dismissed or finally determined in favor of the employee, he shall be reimbursed for the expense of his/her defense. Any attorney to which the employee is entitled pursuant to the provisions of this paragraph shall be chosen by the employee from those attorneys regularly licensed to practice law within the State of New Jersey. In addition, if the employee is acquitted of the criminal charges or the charges are dismissed, the Borough shall pay for those charges to be expunged from the employee's criminal record.

Section 5. 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.

Section 6. 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 children of such officer until they reach the age of eighteen (18).

Section 7. The Borough shall pay the sum of \$5,000.00 for funeral expenses of any employee killed in the line of duty to the estate of said employee.

ARTICLE XIV. EXCHANGE OF DAYS OFF

Section 1. The Police Force 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 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

Section 1. The Borough shall furnish an initial issue of uniforms to all new police officers consisting of three (3) sets of both summer and winter uniforms, one winter and one summer coat, along with the appropriate rain clothing and the necessary leather equipment to make the uniform complete, also a bullet proof vest.

Section 2. In addition, the Borough shall provide per employee an allowance of five hundred and twenty-five dollars (\$525.00) in 1991 for replacement of uniforms and equipment per year and from 1991 forward, the clothing allowance shall increase in an amount equal to the percentage by which the yearly bid or quote increases. Except as follows:

(a) Uniforms and equipment damaged or lost in the line of duty shall be replaced by the Borough immediately, unless the loss is caused by the negligence of the officer.

(b) Any defective service revolver shall be replaced immediately by the training officer or his/her designee.

(c) Personal items damaged or destroyed in the line of duty shall be replaced by the Borough provided reasonable costs therefore are agreed mutually.

(d) The Borough reserves the right to inspect all damaged uniforms, equipment and personal items.

(e) A voucher system for the replacement of uniforms will be established within the police department. This system is for the use of contractual bidding and the maintenance of standard uniform.

Section 3. The Borough shall provide to permanent members of the police department on year round plain clothes assignment a clothing allowance equal to that which is provided to the uniform officers as stated in Section 2 of this Article. Permanent employees on seasonal plain clothes assignment shall be provided with an annual allowance of one hundred fifty (\$150.00) dollars.

Section 4. The Borough will make every effort to secure uniforms and equipment from only responsible bidders.

Section 5. Uniform or plain clothes (for detectives) maintenance allowance to be provided to each employee in the amount of one hundred (\$100.00) dollars upon presentation to the Chief of receipts at that point when the aforesaid \$100.00 maximum has reached.

ARTICLE XVI. TIME OFF

Section 1. 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:

(a) 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.

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

(c) Immediate family shall consist of wife, children, stepchildren, parents and grandparents, and the parents of the employee's spouse.

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

Section 2. 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.

(a) In order to foster and maintain public safety through adequate staffing of the department there shall not be permitted more than three (3) officers in the Armed Forces Reserve or National Guard Unit etc. at any one time.

(b) A list shall be maintained by the Chief of those interested in replacing an officer presently serving.

ARTICLE XVII. GRIEVANCE PROCEDURE

Section 1. Purpose

The purpose of this grievance procedure shall be to settle all grievance 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 any controversy arising over the interpretation, application, or violation of policies, agreements and administrative decisions affecting the employees of the Wildwood Crest Police Force.

Grievance Procedure (continued)

Section 2. Grievance Committee

A grievance committee shall be established consisting of not more than three (3) members of the Police Force. There will also be one (1) alternate member of the committee who will serve in the absence of a committee member or in the event that one of the committee members is party in the grievance. The committee members, whose term shall run concurrent with this contract, are to be elected by a majority vote of all members of the Police Force and the names of the committee members shall be forwarded to the Commissioner of Public Safety.

Section 3. 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 ten (10) days of the occurrence of the grievance by filing a written summary of said grievance with the Grievance Committee. Failure to act within said ten (10) 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 Grievance Committee shall investigate the grievance. If the Grievance Committee finds grounds for a valid grievance, then the results of their investigation shall be put into written form and forwarded to the Chief of Police or his/her designee, together with a copy of the written grievance.

STEP THREE: Upon receipt of the results of the Grievance Committee investigation and copy of the original grievance, the Chief of Police or his/her designee shall convene a meeting with the aggrieved employee and the members of the Grievance Committee to discuss said grievance. The Chief of Police shall make an earnest effort to solve the matter informally. However, if the matter cannot be solved informally, then the Chief of Police or his/her designee shall render a decision, in writing, to the Grievance Committee, within ten (10) days of the receipt of the results of the Grievance Committee investigation.

Grievance Procedure (continued)

STEP FOUR: In the event that the grievance is not satisfactorily settled within Steps One through Three, then a copy of the grievance along with a copy of the results of the Grievance Committee investigation and a copy of the Chief's decision shall be forwarded to the Commissioner of Public Safety by the Grievance Committee. The Commissioner of Public Safety shall thereupon render a decision in writing within ten (10) days after meeting with the Grievance Committee.

STEP FIVE: 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 Four, 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. No arbitration shall be held for a period of thirty (30) 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.

Section 4. 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 purgative.

Grievance Procedure (continued)

Section 5. Reservation of Right to Amend Article

In the event that 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 3, Step 5, above, will be amended by the addition of the following language which will comprise the introductory clause of Step 5: "Any grievance involving disciplinary action taken by the Borough against an employee covered under this Agreement, or..."

ARTICLE XVIII. COMMENDATION AND HONORABLE MENTION

Section 1. Compensatory time of two (2) days shall be given for any commendation during the term of this contract.

Section 2. Compensatory time of one (1) day shall be given for any honorable mention during the term of this contract.

Section 3. An awards committee of not more than three (3) persons, to be elected by majority, shall be responsible to recommend meritorious service by 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

Section 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.

Section 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.

Patrol Cars (continued)

Section 3. The Borough shall provide additional safety equipment to be retained at Police Headquarters for the officers' use. That safety equipment is as follows:

- (a) Safety ear phones for range use.
- (b) Body armor or flack vests available to all shifts.
- (c) Helmets and gas masks available to all shifts.
- (d) One sniper rifle and scope available to personnel qualified and sanctioned by the Chief of Police or his/her designee.

Section 4. Patrol cars shall be maintained as is present policy.

ARTICLE XX. SALARY AND WAGES

Section 1. The Borough agrees to pay police employees at the following rates:

	January 1992
Deputy Chief	\$47,949
Captain	\$47,040
Lieutenant	\$43,977
Sergeant	\$40,892
Patrolman, 4th yr.	\$37,824
Patrolman, 3rd yr.	\$35,716
Patrolman, 2nd yr.	\$31,542
Patrolman, 1st yr.	\$22,279

SALARY AND WAGES - JANUARY 1993 - JANUARY 1994

	Jan. '93	Jul. '93	Jan. '94
Deputy Chief	\$49,555	\$50,547	\$53,579
Captain	\$48,922	\$49,900	\$52,894
Lieutenant	\$45,736	\$46,651	\$49,450
Sergeant	\$42,528	\$43,379	\$45,981
Patrolman, 5th yr.	\$39,337	\$40,124	\$42,531
Patrolman, 4th yr.	\$37,145	\$37,888	\$40,161
Patrolman, 3rd yr.	\$32,803	\$33,459	\$35,467
Patrolman, 2nd yr.	\$26,910	\$27,448	\$29,095
Patrolman, 1st yr.	\$22,279	\$22,279	\$23,616

1-1-95 ... based on 5% calculations

freeze entry level

23,616 = entry
 27,500 = new second step
 32,800 = new third step
 37,267 = 4th year
 42,161 = 5th year
 44,631 = 6th year

Salary and Wages (continued)

Section 2. 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 year degree in Law Enforcement. Upon completion of a four year degree, the employee shall receive the sum of \$2,000.00 annually. To determine the amount of payment hereunder, the employee shall submit by February 1st of each year of this Agreement, proof of credits earned through January 1st of said year for the determination of compensation to be paid in said year. Any payment to which the employee is entitled hereunder shall be payable to him equally over the calendar year. This section shall be subject to the following conditions:

(a) Employees shall begin compensation after one (1) a 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) After seventeen (17) years of service, an employee may elect to have his/her college credit pay included in his/her regular pay.

Section 3. 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 a 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.

Section 4. In addition to salary, every employee shall receive thirteen (13) days paid in any combination of the employee's choice of time off or pay provided that notice of intention in this regard is provided to the Borough Treasurer on or before November 1st of the previous year. This compensation is given in recognition of the employee's forty-two (42) hour work week. After seventeen (17) years of service, an employee may elect to have his/her compensatory pay included in his/her regular pay. Notification of pay option is to be given to the Treasurer's Office no later than November 1st of the previous year.

Salary and Wages (continued)

Section 5. 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 the 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

Section 1. 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 original date of employment.

Section 2. Longevity pay shall be paid either in the pay check following the anniversary date of the employee's original date of employment, or in the first pay check in December, at the option of the employee. Each employee shall submit his/her preference, in writing, to the Borough Treasurer's Office no later than October 15th of the year prior to payment. Failure to indicate preference will result in longevity being paid in the first pay check in December.

Section 3. After seventeen (17) years of service, an employee may elect to have his/her longevity pay included in his/her regular pay.

ARTICLE XXII. PROBATIONARY PERIOD

Section 1. 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. For the purpose of seniority and longevity, the original date of employment shall be used.

Investigation of Police Officers (continued)

Section 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 member of the force is being interrogated as a witness only, he should be so informed at the initial contact.

Section 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.

Section 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.

Section 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.

Section 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 right pursuant to the current decisions for the United States Supreme Court.

Section 8. 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 XXVI. RESIDENCY

Section 1. The Borough agrees that the employees of the Wildwood Crest Police Force 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

Section 1. Police employees shall be paid at their regular rate of pay for attending police resident schools when assigned by the police department.

ARTICLE XXIII. COURT TIME

Section 1. Should it become necessary for an employee to appear in court, he shall be paid as follows:

(a) For a county or superior court, he shall receive time and one-half for 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.

(b) 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. Borough will provide a three (3) hour minimum for employees whose court appearance is required in a municipal court which is "Off the Island".

(c) 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 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 (\$.18) cents per mile for the use of private vehicle.

ARTICLE XXIV. SAVINGS BONDS

Section 1. Upon proper written authorization, the Borough shall deduct appropriate amounts so specified by the employee from his/her pay check to be used in the purchasing of savings bonds for the employee.

ARTICLE XXV. INVESTIGATION OF POLICE OFFICERS

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:

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

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

Police Schools (continued)

Section 2. The Borough agrees to compensate the employees at the rate of eighteen (\$.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.

Section 3. 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 at Sea Girt. These monies are to be paid after the employee returns with the receipts.

Section 4. When the Chief of Police or the training officer receives notice of 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.

Section 5.

(a) 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.

(b) 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.

Section 6. 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 monies are to be paid after the employee returns with receipts.

ARTICLE XXVIII. MISCELLANEOUS PROVISIONS

Section 1. 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).

Section 2. 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.

Section 3. All employees shall be made aware of any charges concerning him. He shall have the right to remain silent until he consults an attorney of the PSA.

Miscellaneous Provisions (continued)

Section 4. Any suspension and/or loss of benefits levied upon an employee by the employer must be in accordance with state and local law.

Section 5. 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:

- (a) Physician's Desk Reference Drug Book
- (b) Title 24 -- Food and Drug
- (c) Title 20 -- New Jersey Code of Criminal Justice
- (d) Title 39 -- Motor Vehicle Enforcement

Section 6. Annual Squad designations will be posted on or before October 15 of the previous year.

Section 7. 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

Section 1. 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.

Section 2. 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

Section 1. This Agreement shall be effective from January 1, 1992 through December 31, 1994. Bargaining for the next succeeding contract shall commence on or about August 1, 1994. In the event no agreement is reached between the parties by November 1, 1994, the parties agree to mediation and factfinding pursuant to New Jersey Statutes Annotated 34:13A-1 et seq. If an agreement is still not reached following mediation and factfinding, 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.

Section 2. 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.

BOROUGH OF WILDWOOD CREST

By: Joyce P. Gould
Mayor, Joyce P. Gould
Date:

ATTEST:

Kevin M. Yecco
Borough Clerk, Kevin Yecco
Date: December 16, 1991

LOCAL 59
POLICEMEN'S BENEVOLENT
ASSOCIATION

By: Thomas A. Sinsheimer
Date:

ATTEST:

Th M DePaul
Date:

RESOLUTION

SUBJECT: A RESOLUTION AUTHORIZING AGREEMENT BETWEEN THE BOROUGH OF WILDWOOD CREST, CAPE MAY COUNTY, NEW JERSEY, AND WILDWOOD LOCAL #59, POLICEMENS' BENEVOLENT ASSOCIATION OF NEW JERSEY, FOR THE PERIOD JANUARY 1, 1992 THROUGH DECEMBER 31, 1994.

WHEREAS, WILDWOOD LOCAL #59, POLICEMENS' BENEVOLENT ASSOCIATION, hereinafter P.B.A., has been certified as the representative of the employees of the Wildwood Crest Police Force; and

WHEREAS, the bargaining team of said P.B.A and the bargaining team of the Borough of Wildwood Crest have met in extended session and have reached agreement on all of the bargainable issues existing between the Borough of Wildwood Crest, New Jersey, and P.B.A.; and

WHEREAS, it is the intent of the Board of Commissioners of the Borough of Wildwood Crest to comply with Chapter 303, P.L. 1968 by formalizing an agreement to contain the rights and duties of both employer and employee.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Borough of Wildwood Crest, County of Cape May and State of New Jersey as follows:

1. The allegations of the preamble hereto are incorporated herein as if set forth in full.
2. The Mayor and Borough Clerk be and they are hereby authorized, instructed, and empowered to execute the attached agreement on behalf of the Borough of Wildwood Crest for the period January 1, 1992 through December 31, 1994, embodying all of the mutual terms, understandings and conditions involving the employment of members of the P.B.A. by the Borough of Wildwood Crest, and a copy of said agreement be placed on file in the Borough Clerk's Office and is incorporated by reference herein.

This Resolution shall take effect as provided by law.