

AGREEMENT

BETWEEN

**THE CITY OF NORTH WILDWOOD
CAPE MAY COUNTY, NEW JERSEY**

AND

**NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION, INC.**

LOCAL NO. 59

January 1, 2022 through December 31, 2024

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PREAMBLE

THIS AGREEMENT is effective as of the 1st day of January , 2022, by and between the CITY OF NORTH WILDWOOD, in the County of Cape May, New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter called the "City" and PBA LOCAL NO. 59 of the NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, hereinafter called the "P.B.A" represents the complete and final understanding on all issues contained herein.

ARTICLE I
RECOGNITION

- A. The City hereby recognizes PBA Local #59 of the NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION as the exclusive collective negotiations agent for all Patrolmen and Sergeants, in the Police Department.
- B. The Title of Policeman shall be defined to include the plurals as well as the singular and to include males and females.

ARTICLE II

MANAGEMENT RIGHTS

It is recognized that the management of the City, control of its properties, and the maintenance of order and efficiency, is the right and responsibility of the City, including the right of enforcement rules and regulations, policies or other statements of procedure not inconsistent with this Agreement or the laws and constitutions of the State of New Jersey and the United States of America, whether or not such enforcement has occurred in the past.

Accordingly, the City hereby retains and reserves unto itself, or through and by the Chief of Police, Director of Public Safety or other designees, without limitation all powers, rights duties, responsibilities and authority conferred upon and vested in it prior to the signing of this Agreement by the laws and constitutions of the State of New Jersey and the United States of America, including but without limiting the generality of the foregoing, the following right not inconsistent with the terms and conditions of this Agreement or aforesaid laws of the State of New Jersey and the United States of America:

- a. the executive management and administrative control of the City and its properties and facilities and the determination of their qualifications and conditions for continued employment as well as the assignment, promotion and transfer of employees subject to Civil Service regulations;
- b. the determination of the standards of selection of employment and the hiring of all employees and subject to the provisions of law, the determination of their qualifications and conditions for continued employment as well as the assignment, promotion and transfer of employees subject to Civil Service regulations;
- c. the reprimand, suspension, demotion or discharge of employees or other disciplinary action,

so long as it is pursuant to the laws and regulations of this State and pursuant to the terms of this Agreement;

- d. the transfer, assignment, reassignment, layoff or recall of employees to work, subject to Civil Service regulations;
 - e. the determination of the number of employees and of the duties to be performed, in accordance with applicable Civil Service regulations and the relief of its employees from duty because of lack of work, or economy and efficiency, or another lawful reason;
 - f. the maintenance of the efficiency of its operations and employees as well as the establishment, expansion, reduction, alteration, combination, consolidation or abolition of any job or job classification, department operation or service subject to Civil Service regulations and the laws of this State;
 - g. the determination of staffing patterns and areas worked, hours of operation, the control and regulation of the use of facilities, supplies, equipment, material and other property of the City, provided any such determination does not conflict with the terms and conditions of employment established under this Agreement, unless an emergent situation arises;
 - h. the determination of the amount of overtime to be worked;
 - i. the determination of the methods, means and personnel by which its operations are to be conducted;
 - j. the determination of the content of work assignments subject to the terms of this Agreement;
 - k. the exercise of complete control and discretion over its organization and the technology of the performance of its work; and
 - l. the making, maintenance and amendments of such operating rules as it may from time to time be deemed best for the purpose of maintaining order safety, or the effective and efficient operation of the work of the City, subject to the terms and conditions of this Agreement.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City,

the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific terms and expressed terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the laws and constitutions of the State of New Jersey and the United States of America.

ARTICLE III

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote Employee's morale. The parties agree that this procedure will be kept as informal as may be appropriate.
2. Nothing contained herein shall be construed as limiting the right of any Employee having a grievance to discuss the matter informally with the Chief of the Department and having the grievance adjusted without the intervention of the P.B.A.
3. Any grievance may be raised by any Employee or by the P.B.A.

B. Definition

Under this Agreement, the term "grievance" means any complaint, difference or dispute between the Employer and any Employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement or any applicable rule or regulation of policies, agreements or administrative decisions, including minor discipline that provides for suspension but not for oral warnings, written reprimands, performance reviews or notices, affecting any Employee covered by this Agreement.

C. **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 by mutual consent.

Step One:

- (a) An aggrieved Employee shall institute action, in writing, under the provisions hereof when Employee is aware of said grievances and an earnest effort shall be made to settle the differences between the aggrieved Employee and the Chief of the Department or in his absence, his designee, for the purpose of resolving the matter informally. Failure to act within ten (10) scheduled working days shall be deemed to constitute an abandonment of the grievance.
- (b) The Chief of the Department or in his absence, his designee, shall in writing, render a decision within ten (10) days after receipt of the grievance.

Step Two:

- (a) In the event the grievance is not settled through Step One, the same shall be reduced to writing and signed by the aggrieved Employee and filed with the City Administrator (or his representative) within five (5) days from the determination by the Chief of the Department.
- (b) The City Administrator or his representative, shall render a decision in writing within five

(5) days from the receipt of grievance.

Step Three:

- (a) In the event the grievance has not been resolved through Step Two, then within five (5) days following the determination of the City Administrator, the matter may be submitted to the Director of Public Safety.
- (b) The Director of Public Safety shall review the matter and make a determination within ten (10) days from the receipt of the grievance.

Step Four:

- (a) If the grievance is not settled through Steps One, Two and Three, the following procedures shall apply:

In the event that a grievance has not been resolved at Step Three, PBA 59 may, within ten (10) working days following receipt of the determination of the Director of Public Safety, submit the matter to the Public Employment Relations Commission for binding arbitration. PBA 59 shall have sole exclusive authority to file for arbitration, settle matters subject to arbitration and withdraw a matter subject to arbitration. In the event PBA 59 elects to submit a matter to binding arbitration, the following provisions shall apply:

- (A) An Arbitrator shall be selected pursuant to the Rules of Public Employment Relations Commission.

- (B) The Arbitrator shall be bound by the parameters of the grievance definition stated above in this Article III of this Agreement.
- (C) The decision of the Arbitrator shall be final and binding upon the parties.
- (D) The costs of the services of the Arbitrator shall be borne equally between the City and the P.B.A. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same. The Arbitrator shall set forth the findings of fact and reasons for making the Award within thirty (30) days after the conclusion of the arbitration hearing, unless otherwise agreed to by the parties.
- (E) The arbitrator shall limit himself/herself to the interpretation and application of the terms of this Agreement, including the current practices, policies and procedures and to the issues submitted to him/her and consider no other.
- (F) The arbitrator shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement or impose on any party thereto a limitation or obligation not provided in this Agreement.

ARTICLE IV

P.B.A. REPRESENTATIVES

A. The City agrees to give a leave of absence with pay to duly authorized representatives of the PBA to attend any State or national convention of such organization provided seventy-two (72) hours written notice is given to the Chief of the Department. A certificate of attendance at the State convention shall, upon request, be submitted by the representative so attending.

Leave of absence shall be for a period inclusive of the duration of the convention with a reasonable time allowed for time to travel to and from the convention.

B. Accredited representatives of the P.B.A. may enter the City facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustments of grievances. When the P.B.A. decides to have its representatives enter the City facilities or premises, it will request such permission from the appropriate City representative and such permission will not be unreasonably withheld, provided there should be no interference with the normal operations of the business of City government or normal duties of Employer.

C. One (1) P.B.A. representative and one (1) alternate P.B.A. representative may be appointed to represent the P.B.A. in grievances with the City.

D. During collective negotiations, authorized P.B.A. representatives not to exceed four

(4) shall be excused from their normal work duties to participate in collective negotiations sessions that are reasonable and necessary and shall suffer no loss of regular pay. No time off is granted if employees participate in collective negotiations during normal work hours and thereafter are scheduled for duty.

ARTICLE V

DEDUCTIONS FROM SALARY

- A. The City agrees to deduct from the salaries of its Employees subject to this Agreement, dues for the P.B.A. Such deductions shall be made in compliance with Chapter 310, Public Laws of 967, N.J.S.A. (R.S.) 52:14-15.9 (e) as amended. Said monies, together with records of any corrections, shall be transmitted to the P.B.A. office by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.
- B. If during the life of this Agreement, there shall be any change in the rate of membership dues, the P.B.A. shall furnish the City written notice prior to the effective date of such change and shall furnish to the City new authorization from its members showing the authorized deductions for each Employee.
- C. The P.B.A. will provide the necessary "Check-off authorization" form and deliver the signed forms to the City Comptroller. The P.B.A. shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon salary deduction authorization cards submitted by the P.B.A. to the City.

ARTICLE VI

NO STRIKE PLEDGE

- A. The P.B.A. covenants and agrees that during the term of this Agreement, neither the P.B.A. nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike, (i.e., the concerted failure to report for duty or willful absence of any Employee from his position, or stoppage of work or abstinence in whole or in part, for the full, faithful and proper performance of the Employee's duties of employment), work stoppage, slowdown, walkout or other action which interferes with the full and complete normal operation of the Police Department.
- B. The P.B.A. will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other action which interferes with the full and complete normal operations of the Police Department.
- C. Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the P.B.A. or its members.

ARTICLE VII

SICK LEAVE

A. Service Credit for Sick Leave

1. All permanent Employees or full-time provisional Employees shall be entitled to sick leave with pay based on their aggregate years of service.
2. Sick leave may be utilized by Employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. In case of death in the Employee's immediate family, such sick leave will only be chargeable after the time period provided in Article XIV.
3. If in the line of duty, an Employee is incapacitated and unable to work because of an injury, illness or disability from any cause, provided that the examining physician appointed by the City, shall certify to such injury, illness or disability, he/she shall be entitled to injury leave with full pay during the period in which he/she is unable to perform his/her full time law enforcement duties, for a period not exceeding one (1) year, pursuant to the provisions of N.J.S.A. 40A:14-137.

B. Amount of Sick Leave

1. The minimum sick leave with pay shall accrue to any full time Employee on the basis of one hundred twenty (120) hours per year. Part-time permanent Employees shall be entitled to sick leave as established by regulation.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the Employee's credit from year to year to be used when needed for such purposes.

3. An Employee shall be reimbursed for one-half of all accrued sick leave at the termination of his employment (death or retirement), with a maximum payment of Fifteen Thousand (\$15,000.00) Dollars.

Upon termination, the City shall certify to the Department of Civil Service the Employee's accumulated sick leave which shall be part of the Employee's permanent record.

C. Reporting of Sick Leave

1. If an Employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified prior to the Employee's starting time.

(a) Failure to notify his supervisor may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.

(b) Absence without notice for five (5) consecutive days shall constitute a resignation.

D. Verification of Sick Leave

1. An Employee's use of sick leave shall be subject to verification in accordance with the General Orders (GOs) issued by the Police Department through its regulations from time to time provided the Association is provided thirty (30) days advance notice, which establishes guidelines and use procedures for the use of sick time. The Police Chief or his designee shall

monitor and verify the use of sick/injury leave to ensure that it is not abused and that its use complies with the terms of the General Orders.

Any dispute between the Employee and the Police Chief or designee as it pertains to the application of the General Orders to an individual shall be subject to the parties' grievance procedure.

2. In case of absence due to exposure to a contagious disease, a certificate from the Department of Health shall be required.

3. In cases of death in the immediate family, reasonable proof shall be required.

4. The City may require an Employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the City, by a physician of the Employee's choice or Employer's choice. Such examination shall establish whether the Employee is capable of performing his duties and that his return will not jeopardize the health of other Employees. In case of worker's compensation, the City's physician shall be used. In other cases, the City has the right to have the Employee examined by a physician of the City's choice in the event it is not satisfied with the examination of the physician of the Employee's choice.

E. **Pro-ration of Sick Leave**

1. Eight (8) hours of sick leave with pay for each month of service from the date of appointment up to and including the December 31st following such date of appointment, and

one hundred and twenty (120) hours sick leave with pay for each calendar year thereafter. The leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year. If an employee required none or only a portion of the allowable sick leave for any calendar year, the amount of unused leave shall accumulate to his credit from year to year. The employee shall be entitled to such accumulated sick leave with pay if and when needed. An employee who leaves employment for any reason during the calendar year shall reimburse the employer for paid working days used in excess of his or her prorated and accumulated entitlement. Part-time permanent employees shall be entitled to sick leave as established by regulations.

ARTICLE VIII
WORK WEEK OVERTIME

A. Work Schedule.

The (12) hour winter shift schedule shall begin on the first day after the last pay period in September following the Irish Fall Festival.

The shift schedules and time frame may be changed at the discretion of the Chief of Police or his designee. The Chief of Police shall be able to change the shift schedules for legitimate law enforcement or public safety reasons or for the efficiency of the operations of the department.

B. 42 Hour Week/8 Hour Day Employees.

All Employees not subject to the Shift Schedule described in Section A. above shall be subject to an 8 hour shift/42 hour work week schedule. If an Employee is required to work longer than an eight (8) hour day, he shall be entitled to overtime at one and one-half his regular rate of pay.

If an Employee is required to work longer than a forty-two (42) hour work week, he shall be entitled to overtime pay at one and one-half times his regular rate of pay, provided, however, a forty-two (42) hour work week is presently in effect.

C. If an Employee works one hour and fifteen minutes overtime, he shall be paid time and one-half for one hour. Time between fifteen minutes and forty minutes past the hour shall be time and

one-half ninety (90) minutes. Any time worked beyond one hour and forty-five minutes shall constitute two hours at one and one-half times the Employee's regular rate of pay. For additional information, see attached formula.

D. The Employee shall receive one hundred four (104) hours a year at his regular rate of pay to compensate for the forty-two (42) hour work schedule. The Employee shall have the option of being compensated in time or be paid his regular rate of pay. In the event an employee elects to receive straight time under this section, the time shall be added to the employee's comp time bank.

Employees shall be compensated for overtime in either cash or compensatory time. Employees shall fill out an overtime form at the conclusion of the shift that shall indicate the employee's choice to be compensated in cash or comp time. If the employee elects to receive cash as compensation, the overtime payment shall be issued concurrent with the pay for the pay-period in which it was worked, or as soon thereafter as possible.

An employee's comp time bank shall not exceed 300 hours.

Requests for payments of compensatory time accumulated in an employee's bank shall be made by the employee and issued by the City on a quarterly basis. An employee shall make a request at least two weeks prior to the quarterly issue, and the City shall issue payments for accumulated compensatory time as follows: First Pay in March; First Pay in June; First Pay in September; and First Pay in December.

E. The City reserves the right to change the Employee's work shift, provided the change is

feasible and will provide adequate manpower on all shifts, and notice of the change shall normally be given at least 45 days in advance. In the event of an unanticipated personnel issue or emergency, where 45 days' notice is not possible, the Chief or his designee shall provide as much notice as is practicable under the circumstances.

F. If an Employee, other than a detective as addressed below, is recalled to duty, he shall receive a minimum of three (3) hours at one and one-half times their regular rate of pay, however, this call-in pay shall not apply to the cancellation of a scheduled compensatory day off unless the compensatory day off has been scheduled at least three (3) days in advance. Cellular phones will be paid for and supplied to all regularly assigned detectives. Detectives that are called in to work outside of their regular schedule work hours shall receive a minimum value equivalent to three (3) hours of pay at the employee's straight time rate.

DETECTIVE CALL-INS:

These terms memorialize the current practice in which employees receive compensation for being "on-call" detectives and that on-call detectives shall receive one hundred and four (104) hours a year at their regular rate of pay. The employees shall have the option of being compensated in time or be paid his regular rate of pay. In the event the employee is not in the detective bureau for a full year, this benefit shall be pro-rated.

These terms also memorialize the current practice in which employees receive compensation for being a training officer and for being a seasonal-sergeant. The practice of compensating a

training officer and a seasonal-sergeant with one hundred and four (104) hours a year at their regular rate of pay shall continue. The employee shall have the option of being compensated in time or be paid his regular rate of pay. In the event an employee is not a training officer for the full year, or a seasonal sergeant is not in the position for a full season, this benefit shall be prorated.

G. If an Employee is called to duty on his day off, he shall be paid for all hours worked and shall be guaranteed a minimum of three (3) hours at one and one-half times his regular rate of pay, except for court appearance(s) which fall under Article XVI of this agreement.

H. **Stand-by.**

If an Employee is requested to stand-by at his residence, he shall receive a minimum of three (3) hours at Employee's regular rate of pay. No payment shall be made unless the employee notifies the Division Commander upon receipt of a subpoena prior to the date of the stand-by subpoena.

I. **Overtime Assignments.**

The City agrees to allocate and assign overtime opportunities as equitably as possible with consideration maintained for special skills or experience.

Normally, the following overtime procedures will be followed:

1. In the event a regular police officer is absent from duty and the City elects to replace that officer, then the City shall first contact and offer overtime to the regular police officer within the rank in descending order pursuant to a seniority list

established at the beginning of the year. When no regular police officers are available, the City can assign special police officers to fill these overtime opportunities. Nevertheless, overtime shall not be offered to a police officer if he has worked the prior shift or is scheduled to work the shift following the shift that overtime is available.

2. In the event the City determines that additional manpower is required for normal operation (as opposed to the replacement of an absent police officer), then during the period from October 1st through May 15th the City shall first contact and offer overtime to the regular police officer within the rank in descending order pursuant to a seniority list established at the beginning of each year. Nevertheless, overtime shall not be offered to a police officer if he has worked the prior shift or is scheduled to work the shift following the shift that overtime is available. During the period from May 15th through October 1st, the City may call in special officers prior to offering overtime to regular police officers.

3. In the event the City determines that additional manpower is required for Special Events such as and including but not limited to the Irish Weekend, Italian Festival, New Jersey State BBQ, Hogs Weekend, FMBA Convention, Mummers String Band Weekend and similar Special Events, the City may continue its practice of assigning Special Event duty to temporary, part-time, or special reserved police

officers prior to assigning overtime to regular police officers.

4. Extra Duty Pay. Officers shall receive a flat rate of \$70 per hour for all hours actually worked during extra duty assignments for a third party. Time actually worked during extra duty assignments for third parties shall not count toward hours worked for the purposes of calculating overtime compensation. Further, extra duty work under this provision shall only be available to an officer when the officer is otherwise scheduled to be off duty and performs the work for a third party who provides compensation to the City for these police services. Extra duty pay shall not apply in instances where a special event is held by the City or when special event services are provided to a third party by the City.

ARTICLE IX

EXCHANGE OF DAYS OFF

The Chief of the Department, or his designee, may grant the request of any permanent member of the Department to exchange hours, duties, or days off. Such request, if granted, shall be on a uniform basis with standard rules and regulations established by the Chief and applying to all permanent members of the Department who make such request.

ARTICLE X

VACATIONS

A. Annual vacations for all employees shall be granted as follows:

Up to End of the First Year.....	Eight Working Hours for Each Month Worked
Start of Second to Fourth Year.....	116 Working Hours
Start of Fifth to Ninth Year	140 Working Hours
Start of Tenth to Fourteenth Year.....	164 Working Hours
Start of Fifteenth to Nineteenth Year.....	188 Working Hours
Start of Twentieth to Time of Retirement.....	220 Working Hours

The above Vacation Schedule applies to all Officers except for Mattera, who is grandfathered and shall be entitled to the same vacation entitlement as he was entitled to receive on December 31 2015 if the benefit is greater than the vacation time arising from this agreement.

B. Vacations shall be chosen by seniority and shall be taken from the Monday after Labor Day to the Thursday before Memorial Day weekend, Friday, Saturday and Sunday and with such additional exceptions as may be designated in advance by the Chief of Police such as the Irish Weekend and other extended season events determined by the Chief to require the scheduling of a full complement of officers.

Vacations which encompass the Christmas Holiday shall be rotated according to seniority. An Employee shall not be recalled on his vacation days except in cases of dire emergency.

C. Vacation time shall be computed from the original date of continuous employment. Annual vacation leave with pay is earned on a pro-rated basis based upon an employee's service with the City. Initial year of hire vacation days must be earned before they can be used. Each year thereafter, each employee shall become entitled to his or her vacation leave as specified in Paragraph A, above on January 1st of said year. An employee who leaves City service before end of calendar year shall have his or her vacation leave pro-rated based upon time earned. An employee shall reimburse the City for paid vacation leave days used in excess of his or her pro-rated entitlement. An employee who leaves City Government service shall be paid for unused earned vacation leave which is all prior year earned time permitted to be carried forward and the pro-rated portion of earned time in the current year up to and including the date of termination or retirement.

An employee who exhausts all paid vacation leave in any one year shall not be credited with additional paid vacation leave until the beginning of the next calendar year. Upon death of employee, unused vacation leave shall be paid to the employee's estate. Vacation leave is not earned during the period of time while the employee is on suspension or on leave of absence without pay.

D. Subject to termination by the City at any time, the Chief may approve requests by full-time officers to take vacation, personal days or compensatory time-off during the summer season so long as the full-time officer can be replaced or not be replaced at all and so long as his/her absence in the opinion of the Chief will not adversely affect the efficient operation of the Department.

ARTICLE XI

HOLIDAYS

A. Employees shall receive twenty-four (24) hours of personal leave each calendar year, not cumulative. Employees shall be entitled to receive money at their regular rate of pay in lieu of taking personal leave time off at their option. Personal Leave Days are earned on a pro-rated basis. New employees shall only receive eight (8) hours of Personal Leave for each four (4) full months of employment. Thereafter, at the beginning of each calendar year, in anticipation of continued employment, employees shall be credited with twenty-four (24) hours of Personal Leave. An employee who leaves City service before the end of a calendar year shall have his or her Personal Leave hours pro-rated, based upon time earned. An employee shall reimburse the City for paid Personal Leave hours used in excess of his or her pro-rated entitlement. In the event Juneteenth is declared a holiday by the City of North Wildwood, and the holiday is provided to a City employee as an additional holiday off increasing their total number of holidays, PBA 59 employees shall receive eight (8) hours of straight time annually added into their compensatory time bank.

B. Compensatory day off may be taken with the permission of the Chief or his designee after Labor Day and until the Thursday before the Memorial Day weekend.

ARTICLE XII

INSURANCE HEALTH AND WELFARE

A. Hospitalization and Medical Care.

The City agrees to provide comprehensive medical and hospitalization insurance through the New Jersey State Health Benefits Plan, as it exists or as modified by the State Health Benefit Program (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 Benefits Program, for all employees and eligible dependents covered by this Agreement. The City agrees to pay the full cost of the NJSHBP Direct 15 Plan for employees and their eligible dependants. An employee may select coverage of another Plan offered by the NJSHBP and in the event the selected plan cost more than the Direct 15 Plan then the employee shall be responsible for paying the costs of the increased premium for the selected coverage. Payment shall be made by equal payroll deductions. Effective January 1, 2016, the City may satisfy its agreement to provide coverage under the NJSHBP Direct 15 Plan or a substantially similar plan by providing coverage under the NJSHBP 2030 Plan together with a Flex Payment Card which provides for payments of Co-Pays required under the NJSHBP 2030 Plan for the life of this Agreement.

In the event the health insurance plans offered by the City are in excess of the maximum amount permitted under the Affordable Care Act without triggering the excise tax (which is presently scheduled to be \$11,850 for single coverage and \$30,950 for family coverage beginning in 2020) the parties agree to meet at least six (6) months prior to the implementation of said tax to discuss implementation of a new plan that

will be below that maximum amount. If the parties are unable to agree to a new plan, the City shall be authorized to provide a new plan which will be below the maximum amounts permitted under the Affordable Care Act and such plan selected and provided by the City shall be deemed to satisfy the “substantially similar” contract provision regarding the provided coverage. The City may continue to offer its then current plan or another plan whose cost is in excess of the then maximum amount permitted under the Affordable Care Act. However, if an employee elects to be covered under such a plan, the employee will be responsible for any excise tax incurred by the employer as well as the amount of the premium cost in excess of the then maximum amount permitted under the Affordable Care Act and in addition to any other health care contributions already in effect under Chapter 78 or otherwise.

B. The City agrees to provide a Co-Pay Prescription Plan for employees and dependents through the New Jersey State Health Benefits Plan. The co-payments 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.

In the event the City changes the provider of its Prescription Plan to a carrier other than the New Jersey State Health Benefits Plan, the Prescription Co-Pays shall become the following:

- a. \$10.00 co-payment is required for Mail-In Prescriptions.
- b. \$15.00 co-payment is required for Generic Prescription Drugs.
- c. \$25.00 co-payment is required for Brand Name Prescription Drugs.

C. Dental Plan. The City shall provide a Dental Insurance Program, which includes all of the benefits which are currently included in the Dental Insurance Program, at the date of this Agreement, for the

employee and his family.

D. Change in Plans and Providers. The City may, at its option, change any of the existing insurance plans or carriers providing such benefits so long as the benefits which are provided to the employees and their eligible dependents are substantially similar to the coverages and benefits currently provided to employees and so long as there is no material change in the number and availability of the network of physicians. The City further reserves the right, at its option, to self-insure any of the plans or coverages so long as the benefits which are provided to the employees and their eligible dependents are substantially similar to the coverages and benefits currently provided to employees. Disagreements regarding coverage changes can go to the grievance process and to arbitration. The City will notify the Union at least thirty (30) days before any change is to happen. Selection of the carrier or carriers is a managerial prerogative not subject to the terms of this collective bargaining agreement. The PBA shall be provided with copies of the Master Plan documents in both the current and proposed plan prior to the implementation of the proposed plan.

E. Insurance Upon Retirement.

1. Years of Coverage:

Depending upon an employee's date of hire, he/she shall be entitled to receive health care benefits provided by the City at the expense of the City of North Wildwood for one of the following periods:

(a) For employees hired on or after January 1, 2016: For a period of ten (10) consecutive years. The ten (10) year period may commence immediately upon an employee's retirement. In the alternative, at the

time of retirement, an employee may waive retiree group health care coverage and retain his/her right to enroll at a later date for an alternate full ten (10) consecutive year period, provided that the employee is covered through other health insurance as either an employee through other employment or as a dependent of the employee's spouse/civil union partner. In the event the "other coverage" is lost, the employee must re-enroll within 60 days of the loss of coverage or the employee forfeits the ability to enroll in the health care program.

(b) For employees hired between June 28, 2011 and December 31, 2015: For a period of fifteen (15) consecutive years. The fifteen (15) year period may commence immediately upon an employee's retirement. In the alternative, at the time of retirement, an employee may waive retiree group health care coverage and retain his/her right to enroll at a later date for an alternate full fifteen (15) consecutive year period, provided that the employee is covered through other health insurance as either an employee through other employment or as a dependent of the employee's spouse/civil union partner. In the event the "other coverage" is lost, the employee must re-enroll within 60 days of the loss of coverage or the employee forfeits the ability to enroll in the health care program.

(i) The parties recognize that Officers Robinson and Elliott have purchased pensionable time from the State's PFRS and, therefore, because of this purchased pension time, the parties agree that Officers Robinson and Elliott shall be eligible for retiree health care benefits for SEVENTEEN (17) consecutive years of retiree health care coverage. The intent of this paragraph is to grandfather only Officers Robinson and Elliott and no other employee shall be given years of credit for purchased pension time for the purposes

of receiving retiree health care benefits.

(c) For employees hired prior on or before June 27, 2011: For a period of twenty (20) consecutive years. The twenty (20) year period may commence immediately upon an employee's retirement. In the alternative, at the time of retirement, an employee may waive retiree group health care coverage and retain his/her right to enroll at a later date for an alternate full twenty (20) consecutive year period, provided that the employee is covered through other health insurance as either an employee through other employment or as a dependent of the employee's spouse/civil union partner. In the event the "other coverage" is lost, the employee must re-enroll within 60 days of the loss of coverage or the employee forfeits the ability to enroll in the health care program.

Under no circumstances, however, shall any employee be entitled to retiree medical benefits without twenty (20) years of service in the City of North Wildwood.

Effective January 1, 2012, new employees shall not be entitled to retiree medical benefits unless they have twenty-five (25) years of service in the City of North Wildwood.

2. End of coverage.

Notwithstanding the above, under no circumstances shall an employee receive retiree health care benefits if either of the following occur:

(a) The employee obtains other employment having comparable coverage to that provided to the City. Once the new job is obtained, the benefits with the City of North Wildwood will terminate.

(b) The employee becomes eligible for Medicare. Upon eligibility for Medicare, the benefits with the City of North Wildwood will terminate.

3. Benefits Provided.

The retiree shall receive the benefits in effect for current employees, not necessarily the benefits which were in effect at the time the employee retired or the most substantially similar plan otherwise available.

4. Definition of Retirement.

Retirement, for the purposes of this Article shall be consistent with the standards set for retirement by the New Jersey Police and Fire Pension Laws.

5. Continuation of Insurance/Cost Contribution.

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, including but not limited to 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.

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 (25) years of service, shall be eligible as a dependent until said child reaches age twenty-six (26). No employee may add a dependent upon or after retirement to

be covered by any provision of this Agreement.

F. The New Jersey State Health Benefits Program (SHBP) provides that a municipality may allow an employee as a dependent by a spouse's employer to waive SHBP health benefits coverage. The decision of a municipality to allow its employees to waive coverage and the amount of consideration to be paid are not subject to collective bargaining.

Consistent with the provisions of the applicable law, the City is willing to adopt an Opt-Out Payment Plan as follows:

Employees enrolled in the health insurance coverage plan provided in Article 12 Section I may elect to waive all coverage, provided proof of coverage through another source can be demonstrated. Employees who waive all coverage shall receive an end-of-year payment in the amount of twenty-five (25%) percent of the applicable premium for the insurance plan or \$2,000, whichever is less, in lieu of the insurance, based on the number of months that the insurance was waived during the year. Payment shall be in the amount of twenty-five (25%) percent of the applicable premium, or \$2,000, whichever is less. Checks for opting out will be issued on or about December 1st of each year.

An employee who waives coverage shall be permitted to resume coverage by making an application for coverage during an open enrollment period in accordance with the provisions of the State Health Benefits Program.

Further, an employee who waives coverage shall be permitted to immediately resume coverage if the employee ceases to be eligible for other health care coverage for any reason, including, but not limited to,

the retirement or death of the spouse or divorce. An employee who resumes coverage shall repay, on a pro rata basis, any amount received from the employer which represents an advance payment for a period of time during which coverage was is resumed. An employee who wishes to resume coverage shall notify the employer in writing and file a declaration with the division, in such form as the director of the division shall prescribe, that the waiver is revoked.

Further in accordance with the provisions of the applicable law which provides that the decision of a municipality to allow its employees to waive coverage and the amount of consideration to be paid are not subject to collective bargaining, the City maintains the right to terminate, revise and modify the Opt-Out Payment Plan set forth herein.

Cost Contribution

Employees shall contribute to the costs of the Health Benefit Plan coverages in accordance with P.L. 2011, Chapter 78.

G. The City shall provide insurance coverage on Employees in their personal vehicles when said vehicles are used on recalls or when used otherwise in the scope of employment.

H. The City shall supply to all Employees necessary legal advice and counsel in the defense of charges filed against them in the performance of their duty in accordance with the applicable New Jersey statutes. The selection of an attorney may be made by the Employee subject to the approval of the Police Committee, which approval shall not be unreasonably withheld.

ARTICLE XIII

CLOTHING ALLOWANCE

A. The City shall continue to furnish an initial issue of uniforms to all new patrol officers. The parties agree that the Chief of Police shall determine and provide the PBA the list of items to be included in the initial issue of uniforms, which shall be established within a General Order of the Police Department of the City of North Wildwood. After receiving the initial issue, each officer shall be responsible for the purchase of all replacement uniform items at their sole expense.

The City will also provide an officer who is assigned, transferred, or promoted any additional initial equipment and/or uniform(s) necessary for such position as determined solely by the Chief of Police.

B. Employees shall maintain their uniforms in good and clean condition and failure to maintain uniforms in good and clean condition shall be cause for disciplinary action.

C. Uniforms and equipment damaged or lost by accident or uncontrolled conditions, but not by negligence, in the line of duty shall be replaced by the City.

D. The City reserves the right to inspect all damaged equipment and uniforms.

E. Any defective handgun shall be replaced immediately by the training officer or his designee.

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

ARTICLE XIV

TIME OFF

A. Employees shall be granted time off without loss of pay for the following:

1. Death in the immediate family, from date of death to and including day of the funeral.

(a) Immediate family shall consist of spouse, civil union partner, child, stepchild, mother, father, brother, sister, stepmother, stepfather, grandmother, grandfather, mother-in-law, father-in-law, brother-in-law, sister-in-law, great grandparent and grandparent-in-law. Also included are persons identified as immediate family in the City's Funeral Leave Policy Section 6.5 and any other person related by blood or marriage residing in an employee's household.

(b) Maximum time off for any one occurrence shall be thirty-six (36) working hours. This time is not to be deducted from any other benefits. This time may be used in the days preceding and/or succeeding the funeral of the decedent. Reasonable requests to use additional leave time to grieve, attend a funeral and/or travel to and from a funeral, in combination with the bereavement time set forth in this section, shall not be unreasonably denied. In the event time is used to travel, proof of travel may be required.

Nothing in this section shall be construed, interpreted or applied to limit the application and use of sick time as set forth in Article VII, Sick Leave, Paragraph A(2).

(c) In the event of death of an Aunt, Uncle, Great Aunt, Great Uncle or cousin, one (1) day

of Funeral Leave may be allowed for the day of the funeral.

2. To be eligible for time off without loss of pay, the employee must attend the funeral service.

ARTICLE XV

MILITARY LEAVE

A. Any Employee called into the Armed Forces of the United States during a national emergency or drafted, shall be given all the protection of applicable laws and leave of absence shall be granted.

B. Employees who are subject to mandatory Reserve requirements (Annual Active Duty for Training) of the United States Armed Forces shall be given time off for such obligations in accordance with present practices.

ARTICLE XVI

COURT TIME

A. Should it become necessary for an Employee to appear in any Municipal, County, State Court or hearing during his off-duty hours, he shall receive payment at one and one-half (1/2) his normal rate of pay for all appearance time with a guaranteed minimum of two (2) hours at time and a half for appearance time in municipal court and county court.

B. Such payments shall be made for appearances required by arrest made within the scope of the Office's employment.

C. An Employee shall be guaranteed a minimum of one (1) hour pay at one and one-half (1/2) times the Employee's regular rate of pay.

D. A regular employee who loses time from his job because of jury duty as certified by the Clerk of the Court, shall be paid by the City the difference between his job rate for either eight (8) hours and the daily jury fee, subject to the following conditions:

- (1) When the jury service is completed prior to 1:00 p.m., the employee is required to telephone the Department Head or designee and report to work if requested.
- (2) Time lost because of jury service will not be considered for purposes of computing overtime.
- (3) The employee must notify his Supervisor immediately upon receipt of any communication regarding jury service.
- (4) No reimbursement of wages will be made for jury service during holidays or vacations.

- (5) At the Department Head or designee's request adequate proof must be presented of time served on a jury and amount received for such services.

ARTICLE XVII

PERMISSION TO LEAVE THE CITY

The Employees may leave the City during time off without receiving permission unless instructed otherwise during any specific emergency situation.

ARTICLE XVIII

PATROL CARS

A. The City agrees to provide air-conditioned patrol cars with heaters. In addition, the patrol cars shall at a minimum contain a Smith and Wesson rifle.

ARTICLE XIX

UNSAFE VEHICLES

Vehicles which are declared unsafe by the Chief, or his designee, shall be repaired immediately or removed from service.

ARTICLE XX

WAGES

1. There shall be a new guide in 2022. The guide shall increase 3% in 2023 and 2.5% in 2024.
See Exhibits A and B.
2. New Hires shall be at Step 1 of the guide in **Exhibit A** while in the Academy.
3. Officers that graduate the academy with prior full time law enforcement experience shall progress through the salary guide as follows: Upon graduation from the academy, the new hire shall move to Step 2 of the guide in **Exhibit A**. An officer shall then move to Step 3 of the guide on the January 1st immediately following their academy graduation date. Movement on the guide shall occur thereafter on January 1st of each subsequent year.
4. Officers that graduate the academy with no prior full time law enforcement experience shall move to Step 2 of the salary guide on the January 1st immediately following their academy graduation date, and they shall then move one step on January 1st of each subsequent year.
5. All other officers move one step per year on the guide on January 1 of each year. Raises are retroactive if applicable.
6. Upon promotion to Sergeant, Sergeants shall receive the salary set forth in the attached **Exhibit A**.

ARTICLE XXI

NORTH WILDWOOD PBA LOCAL 59

OVERTIME FORMULA

<u>Actual Time Worked</u>	<u>Straight Time</u>	<u>Time and One 2</u>
0.....15 minutes	0	0
15.....30 minutes	1/2 hour	3/4 Hour
1/2 hour.....1 Hr. 15 min.	1 hour	1 1/2 Hours
1 1/4 Hrs.....1 Hr. 45 min.	1 1/2 hours	2 1/4 Hours
1 3/4 Hrs.....2 Hrs. 15 min.	2 hours	3 Hours
2 1/4 Hrs.....2 Hrs. 45 min.	2 1/2 hours	3 3/4 Hours
2 3/4 Hrs.....3 Hrs. 15 min.	3 hours	4 1/2 Hours
3 1/4 Hrs.....3 Hrs. 45 min.	3 1/2 hours	5 1/4 Hours
3 3/4 Hrs.....4 Hrs. 15 min.	4 hours	6 Hours
4 1/4 Hrs.....4 Hrs. 45 min.	4 1/2 hours	6 3/4 Hours
4 3/4 Hrs.....5 Hrs. 15 min.	5 hours	7 1/2 Hours
5 1/4 Hrs.....5 Hrs. 45 min.	5 1/2 hours	8 1/4 Hours
5 3/4 Hrs.....6 Hrs. 15 min.	6 hours	9 Hours
6 1/4 Hrs.....6 Hrs. 45 min.	6 1/2 hours	9 3/4 Hours
6 3/4 Hrs.....7 Hrs. 15 min.	7 hours	10 1/2 Hours
7 1/4 Hrs.....7 Hrs. 45 min.	7 1/2 hours	11 1/4 Hours
7 3/4 Hrs.....8 Hrs. 15 min.	8 hours	12 Hours

ARTICLE XXII

PROBATIONARY PERIOD

New Employees shall serve a probationary period of twelve (12) months from their Academy graduation date in accordance with Civil Service rules, regulations and guidelines. During said probationary period, they shall be paid as if they were qualified first year Patrolmen. For purposes of seniority and longevity, the original date of continuous employment shall be used.

ARTICLE XXIII

MISCELLANEOUS PROVISION

A. School:

All members shall be compensated for attending school at their regular straight time rate of pay. Opportunities to attend school shall be posted and Employees shall be chosen by the Chief of Police with ability and merit and seniority considered. Employees in school, in addition to all other compensation, shall receive a maximum of fifteen (\$15.00) dollars for meals and an amount for lodging as authorized in advance by the Chief or his designee and upon the submission of receipts for bills paid with all persons covered listed on the receipt. The City agrees to compensate an Employee for use of his personal vehicle for school at the rate of twenty-two (\$.22) cents per mile.

B. All Officers shall always appear neat, but may wear sideburns and a mustache, so long as they are kept neat and trimmed.

C. Assignments to the position of Detectives, etc., shall be made after giving consideration to ability, merit, all equal, then seniority.

D. Each Employee shall be entitled to one (1) hour lunch or dinner each day, and two (2) coffee breaks for each shift.

E. The City agrees to keep an up-to-date Criminal Law and Motor Vehicle Handbook in the Police Room. All other New Jersey Statutes and Administrative Codes may be accessed via the Internet on computers provided by the City.

F. The Chief of Police has the power to call two (2) departmental meetings a year, in which

Employees attend on their own time. Proper notification would consist of a written announcement posted in the Police Department forty-eight (48) hours prior to such meeting time.

G. Anyone acting in a supervisor's capacity (i.e. Police Officer for Sergeant; Sergeant for Lieutenant, etc.) will receive the pay scale equal to that rank commencing after having served in the higher rank for more than three hundred (300) aggregate hours in any one year. This provision shall only apply for such following hours and not for any prior hours. Anyone receiving Acting Pay as provided for above shall be paid at the Phase-in rate of pay for the superior position he/she is serving in.

This provision shall not apply to seasonal Sergeants, as determined by the Chief or his designee.

In the Detective Bureau, this temporary assignment pay shall only apply after having served in the higher rank for more than three hundred (300) aggregate hours.

Officers shall not be permitted to be assigned as Officer In Charge "OIC" while still on probation.

H. Employees covered by this Agreement shall be covered by the employer for first aid assistance given by said employees whether they are on duty or off duty. (Insurance coverage information is available at the office of the City Administrator).

I. Response on time off requests. The Lieutenant or Captain shall respond within forty-eight (48) hours of a time off request with either an approval or denial, except in the case of personal time where time off shall be granted upon receipt of request, provided that a minimum of two (2) hours' notice is given by the officer. Requests for time off shall be provided to the appropriate designated superior officer tasked with approving the request.

ARTICLE XXIV

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any Employee or group of Employees is held to be invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provisions shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXV

COLLEGE CREDITS

A. In addition to his salary, each Employee will receive Twenty-Five (\$25.00) Dollars per year for each Police related college credit he has acquired. The total amount of this benefit is not to exceed Seven Hundred Fifty (\$750.00) Dollars to any one Employee in a calendar year.

B. The City maintains the right to view the college transcript of any Employee claiming college credits to certify that the credits are bona fide. The college transcript shall be sufficient proof of said credits.

C. Payments are to be included in the Employees regular bimonthly paycheck.

D. Credits shall be verified by the City twice in a calendar year, the weeks of March 1 and September.

E. Employee must complete three (3) years after permanent appointment to be entitled to College Credits Benefits.

F. College credit payments shall not be provided to employees hired on or after January 1, 2016.

ARTICLE XXVI

LEAVE OF ABSENCE

Leave of absence up to one (1) year without pay may be granted by the Director of Public Safety. Any person granted such leave shall return to same rank as when he left and such leave shall not be unreasonably denied nor shall it constitute a break in seniority or longevity.

ARTICLE XXVII

OUTSIDE EMPLOYMENT

After receiving the Chief's prior written approval, employees may accept and be employed in any occupation off duty which is in accordance with Departmental regulations and which is not in violation of any federal or state law. The Chief's approval shall not be unreasonably withheld.

ARTICLE XXVIII

FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been subject of negotiations during the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this contract agreement.

B. Changes in existing terms and conditions of employment will be negotiated with the P.B.A. prior to implementation.

C. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the PBA before they are established.

ARTICLE XXIX

PERSONNEL FILES

A personnel file shall be established and maintained for each Employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Chief of Police, and may be used for evaluation purposes by the Police, Mayor and/or Governing Body.

Upon advance notice and at reasonable times, any member of the Police Department may at any time review his/her personnel file. However, this appointment for review must be made through the Chief of Police or his designated representative.

Whenever a written complaint concerning an Officer has been received, the officer who is the subject of the complaint shall be notified in writing that a report has been made and that an investigation will commence. This notification is not necessary if it would impede the conduct of the investigation. All further actions regarding the complaint and any reports or records and the maintenance and access to such records shall be in accordance with the Attorney General's Guidelines on Internal Affairs Policy and Procedures.

All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom. Removal of any material from a personnel file by any member of the force shall subject that member to appropriate disciplinary action.

ARTICLE XXX

CEREMONIAL ACTIVITIES

In the event a Police Officer in another Department in the State of New Jersey is killed in the line of duty, the City will permit at least one (1) uniformed Police Officer of the City to participate in funeral service for the said deceased officer.

Subject to the availability of same, the City will permit a City Police vehicle to be utilized by the members in the funeral service. There is no obligation for the City to provide a vehicle.

Police Officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral service unless otherwise agreed to by the Chief of Police.

ARTICLE XXXI

DEFENSE OF EMPLOYEES

In accordance with N.J.S.A. 40A:14-155, 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 official duties, the Employer 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 Employer, and fees and costs shall be agreed upon by the attorney and the Employer 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 by the Employer or in criminal proceeding instituted as a result of a complaint on behalf of the Employer. If any such disciplinary or criminal proceeding instituted by or on complaint of the Employer shall be dismissed or finally determined in favor of the Employee, he shall be reimbursed for the expense of his defense.

ARTICLE XXXII

DEPARTMENTAL INVESTIGATIONS

All departmental investigations shall be conducted in accordance with the Internal Affairs Policy and Procedures promulgated and issued by the Attorney General of the State of New Jersey. Copies of these procedures issued by the Attorney General shall be made available to all unit members prior to the commencement of any investigation.

ARTICLE XXXIII

MATERNITY LEAVE

- A. Permanent Employees covered by this contract shall be entitled to pregnancy-disability leave as hereinafter set forth and consistent with New Jersey Department of Personnel Regulations.
- B. Pregnancy-disability leave with or without pay shall be granted in the same manner and under the same terms and conditions as sick leave. Request for such leave must be made by the Employee in writing to the Chief of Police.
- C. The City may request acceptable medical evidence that the Employee is unable to perform her work due to disability because of pregnancy.
- D. An Employee may use accrued leave time (e.g. sick, vacation, personal days) for pregnancy-disability purposes, however, the Employee shall not be required to exhaust accrued leave before taking a leave without pay for pregnancy-disability.
- E. The terms of this Article shall be administered in accordance with the provisions of the "Federal Family and Medical Leave Act" (FMLA) and the "New Jersey Family Leave Act" (NJFLA) and the regulations promulgated pursuant to those statutes.

ARTICLE XXXIV

NO WAIVER

Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof.

This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the Employees herein are entitled by law.

ARTICLE XXXV

FAMILY LEAVE

Family Leave of Absence will be granted in accordance with the provisions of the "Federal Family and Medical Leave Act" and the "New Jersey Family Leave Act N.J.F.L.A. and the regulations promulgated pursuant to those statutes; as well as the Family Leave Policy adopted by the City of North Wildwood. Under the provisions of these statutes, an employee is entitled to twelve (12) weeks of leave during a twelve (12) month period. Employees shall be entitled to leave for the employee's own serious health condition, or the need to care for a spouse, child or parent with a serious health condition. In addition, an employee may take leave to care for a parent, child or parent-in-law. The circumstances under which leave may be taken vary depending on the type of leave requested and the City will grant leave in accordance with the provisions of each statute, the regulations issued for each statute, and judicial decisions interpreting the requirements of each statute. Employees taking FMLA or NJFLA Leaves will be required to use accrued sick leave, vacation and administrative leave concurrent with the approved leave. The City retains all rights to require proper certification from a health care provider pursuant to all applicable law.

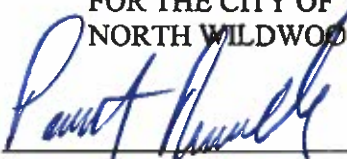
ARTICLE XXXVI

TERMS AND RENEWAL

THIS AGREEMENT shall be in full force and effect as of January 1, 2022 and shall remain in effect to and including December 31, 2024., and shall remain in effect until such time a new contract can be agreed upon.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at North Wildwood, New Jersey on this _____ day of _____, 2022.

FOR THE CITY OF
NORTH WILDWOOD



Mayor, City of North Wildwood



Attested:

Business Administrator, City of
North Wildwood

FOR PBA LOCAL #59



Dept. Rep. PBA Local #59



Attested:

Member of Negotiations
Committee

EXHIBIT "A"

NORTH WILDWOOD – PBA LOCAL 59

WAGE GUIDE

	NEW GUIDE		
	2022	2023	2024
SGT.	116,000.00	119,480.00	122,467.00
16	105,000.00	108,150.00	110,853.75
15	100,000.00	103,000.00	105,575.00
14	96,000.00	98,880.00	101,352.00
13	91,200.00	93,936.00	96,284.40
12	87,000.00	89,610.00	91,850.25
11	84,000.00	86,520.00	88,683.00
10	78,000.00	80,340.00	82,348.50
9	74,000.00	76,220.00	78,125.50
8	69,000.00	71,070.00	72,846.75
7	65,000.00	66,950.00	68,623.75
6	61,000.00	62,830.00	64,400.75
5	57,000.00	58,710.00	60,177.75
4	52,000.00	53,560.00	54,899.00
3	48,000.00	49,440.00	50,676.00
2	45,000.00	46,350.00	47,508.75
1	40,000.00	41,200.00	42,230.00

EXHIBIT B - INDIVIDUAL EMPLOYEE SALARIES

	2022	2023	2024
SGT. McGee	116,000.00	119,480.00	122,467.00
SGT. Harkins	116,000.00	119,480.00	122,467.00
SGT. Mattera	116,000.00	119,480.00	122,467.00
SGT. Skill	116,000.00	119,480.00	122,467.00
SGT. Flynn	116,000.00	119,480.00	122,467.00
Massie	105,000.00	108,150.00	110,853.75
Griser	105,000.00	108,150.00	110,853.75
Loftus	96,000.00	103,000.00	110,853.75
Santiago	87,000.00	93,936.00	101,352.00
Flynn	87,000.00	93,936.00	101,352.00
Elliott	78,000.00	86,520.00	91,850.25
Nevil	78,000.00	86,520.00	91,850.25
Melo	78,000.00	86,520.00	91,850.25
Garriott	78,000.00	86,520.00	91,850.25
Kopetsky	69,000.00	76,220.00	82,348.50
Ransom	65,000.00	71,070.00	78,125.50
Hegarty	65,000.00	71,070.00	78,125.50
De Musz	61,000.00	66,950.00	72,846.75
DeRitis	52,000.00	58,710.00	64,400.75
Plocica	48,000.00	53,560.00	60,177.75
Bright	45,000.00	49,440.00	54,899.00
Gonzalez*	40,000.00	46,350.00	50,676.00

*Assumes graduation from Academy; Salary may be adjusted given new hire language and timing of her actual graduation from academy. The language of Article XX "Wages" addressing new hire's salaries, will control if there is a conflict between Article XX and Gonzalez's salary set forth in this Exhibit.