

# A G R E E M E N T

between the

**PBA LOCAL #59  
(Superior Officers)**

and

**THE BOROUGH OF WILDWOOD CREST**

---

January 1, 2006 through December 31, 2010

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PREAMBLE

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by and between the BOROUGH OF WILDWOOD CREST, hereinafter referred to as  
“Employer,” and the SUPERIOR OFFICERS OF PBA LOCAL #59, hereinafter called the  
“PBA,” acting for the Wildwood Crest Police Department Superior Officers, hereinafter  
referred to as “Employee.”

WITNESSETH:

WHEREAS, that for the purpose of mutual understanding and in order that a harmonious  
relationship exist between the Borough and the Superior Officers of the Wildwood Crest Police  
Department to the end that continuous and efficient service will be rendered to and by both  
parties for the benefit of both:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I

ASSOCIATION RECOGNITION

A. The Borough hereby recognizes the PBA as the sole and exclusive representative of all superior officers of the Wildwood Crest Police Department, which includes the ranks of Lieutenant and Captain, assigned detectives from the ranks aforesaid and other supervisory titled positions of the Police Department, established by the Borough, below the rank of Chief and above the rank of Sergeant, covered under this Agreement, for the purpose of bargaining with respect to rates of pay, wages, hours of work and other working conditions.

B. The titles referred to hereinabove shall be defined to include the plural as well as the singular and to include males and females, but shall be limited to permanent, non-seasonal, superior officers of the police department.

## ARTICLE II

### LEGAL REFERENCE

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

B. If any provision of this Agreement or any application of this Agreement to any employees or group of employees is held to be contrary to law, then such provisions and application shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions and applications contained herein shall continue in full force and effect. In the event any provision as aforementioned is deemed to be invalid, then the parties agree to meet immediately for the purpose negotiating a provision to replace said invalid provision.

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

ARTICLE III

MAINTENANCE OF STANDARDS

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

ARTICLE IV

ASSOCIATION REPRESENTATIVES AND MEMBERS

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

B. During negotiations, the Association representatives so authorized by the Wildwood Crest Police Department, not to exceed two (2), shall be excused from their normal duties for such periods of negotiations as are reasonable and necessary.



ARTICLE V

RETENTION OF CIVIL RIGHTS

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

ARTICLE VI

RETIREMENT

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

B. Employees may take off all holidays, vacation days, and personal days 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.

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

ARTICLE VII

EXTRA CONTRACT AGREEMENT

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

ARTICLE VIII

LEAVE OF ABSENCE

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

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

ARTICLE IX

WORK WEEK

A. Work Week

The work week shall consist of a minimum of forty (40) hours. There shall be no overtime or compensatory time hourly rate of pay for any time worked above and beyond forty hours in any work week. However, in anticipation of being on stand-by, for actual time worked beyond forty (40) hours, or for unscheduled call-out to duty – all of which is at the direction of the Chief or his designee, it is hereby acknowledged, understood, and accepted by both parties, in exchange for the waiver of any and all claims under the Fair Labor Standards Act for the application of overtime, that the Captain shall receive an annual stipend of \$2500 and the Lieutenant shall receive an annual stipend of \$2300; each stipend shall commence in 2007 and for each year thereafter and shall be paid on the first pay day in December each year and shall serve as full and complete compensation in accordance with the foregoing mutually acknowledged, understood, and accepted provisions as specifically set forth in this Article.

ARTICLE X

VACATIONS

A. Annual vacations shall be granted as follows:

First year..... Eight (8) hours for each month worked

From 2 through 9 years..... One Hundred Twenty (120) hours

From 10 through 14 years..... One Hundred Sixty (160) hours

From 15 through 19 years..... Two Hundred (200) hours

\* From 20 to retirement..... Two Hundred forty (240) hours

\* Commencing January 1, 2007, the maximum vacation allowance for calendar year 2007 and each year thereafter shall be Two Hundred (200) hours for both current and future members of the bargaining unit.

B. Vacation days may be taken at any time during the course of the year as permitted by the Chief of Police and such requests will not be unreasonably withheld unless the pressures of work do not permit the time requested to be taken. An employee shall not be recalled from his/her vacation leave except in cases of dire emergency. All vacations must be sanctioned by the Chief of Police or his/her designee. Due to administrative responsibilities, logistical staffing requirements of the positions covered by this agreement and the associated limitations upon time off availability, annual vacation time may be carried over to the next succeeding year only.

## ARTICLE XI

### HOLIDAYS

A. Employees covered under this agreement shall be entitled to a total of only one hundred twelve (112) holiday hours per year which shall be set forth prior to each year in a Superior Officers' Holiday Schedule that may or may not include dates that coincide with any other holiday schedule provided for any other group of Borough employees. The specific dates of the holidays designated in the Superior Officers' Holiday Schedule shall be those dates upon which the holidays actually fall. Employees covered under this agreement shall be entitled to receive additional holidays above the one hundred twelve (112) hours specified in the aforesaid schedule only if such additional holidays are declared by federal, state, or local government and result in an increase in the total number of holidays provided to other Borough employees, thereby exceeding a total of one hundred twelve (112) in any calendar year.

B. In addition, the employees shall be entitled to forty-eight (48) personal holiday hours which may be taken, with the permission of the Chief of Police, at any time during the calendar year. An employee shall not be recalled from holiday leave except in case of dire emergency. All holiday use must be sanctioned by the Chief of Police or his/her designee. Due to administrative responsibilities, logistical staffing requirements of the positions covered by this agreement and the associated limitations upon time off availability, annual holiday allowance may be carried over to the next succeeding year only. Commencing effective January 1, 2007, and for each year thereafter, annual personal holiday time shall be reduced from forty-eight (48) personal holiday hours to thirty-two (32) hours.

## ARTICLE XII

### WORKER'S COMPENSATION/SICK LEAVE

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

B. 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.

C. Upon retirement, employees shall be compensated in accordance with Chapter 46 of the Borough Code, with a maximum of \$19,750.00 which shall be paid out in accordance with the aforesaid Chapter of the Code.



ARTICLE XIII

INSURANCE, HEALTH AND WELFARE

A. Coverage

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

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

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

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

B. Insurance Upon Retirement

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

2. 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 year of service, shall be eligible as a dependent until said child reaches age twenty-three (23).

3. 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.

C. Physical Exam

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

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

D. Legal Representation

1. 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.

2. The Borough shall supply to all police employees necessary legal advice and counsel in the defense of charges filed against them in performance of their duty of the settlement of claims for personal injury, death or property damage arising out of or in the course of their employment, and the borough shall pay and satisfy all judgments against said employees from said claims, except to the extent that such judgments include punitive

damages, and with regard to punitive damages, only to the extent that indemnification for such punitive damages is not contrary to law or public policy.

E. Death/Disablement of an Officer

1. In the event that an officer is killed or permanently disabled in the line of duty, the above described insurance coverage shall be continued in effect by the Borough for his/her benefit or the surviving spouse of such officer until his/her death or remarriage, as well as for all surviving children of such officer until they reach the age of eighteen (18) year.

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

F. 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.

## ARTICLE XIV

### CLOTHING ALLOWANCE

A. Each Superior Officer, if applicable, shall be issued five (5) sets of both summer and winter uniforms, one (1) winter and one (1) summer coat, along with the appropriate rain clothing and the necessary leather equipment to make the uniform complete. A bullet proof vest shall also be provided.

B. For all existing employees, as to upgraded/replacement uniforms, the Borough shall provide all necessary uniforms and equipment, pursuant to conditions set forth below:

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

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

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

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

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

6. Clothing/equipment to be issued initially and/or upgraded/replaced shall be pursuant to existing Department SOPs, at a minimum.

C. A maintenance allowance, in the amount of \$150.00 per year or a pro-rated amount for any portion of the year thereof, shall be provided to any superior officer assigned uniformed duty. Payment shall be made to each employee upon the Chief's receipt, audit and approval of each members request for reimbursement. No allowance reimbursement shall be made if they are not accompanied by the proper receipts.

D. Commencing effective January 1, 2007 and for each year thereafter, the Borough shall provide the Captain and Lieutenant with an annual plain-clothes allowance of \$550.00 (each), said amount being paid the first pay day in December each year.

ARTICLE XV

TEMPORARY LEAVES OF ABSENCE

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

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

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

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

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

B. Military Leave

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

## ARTICLE XVI

### GRIEVANCE PROCEDURE

#### A. Purpose

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

#### B. Steps of the Grievance Procedure

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

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



STEP TWO: The Chief of Police or his/her designee shall convene a meeting with the aggrieved employee to discuss said grievance. The Chief of Police shall make an earnest effort to resolve the matter informally. However, if the matter cannot be resolved informally, then the Chief of Police or his/her designee shall render a decision, in writing, within twenty (20) days of receipt of the grievance.

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

STEP FOUR: Arbitration/Appeals to the Department of Personnel

Any grievance arising over the interpretation, application, or violation of the provisions of this Agreement which has not been satisfactorily resolved within Steps One, Two and Three above, may be submitted to arbitration or, where appropriate, an appeal may be made to the Department of Personnel within twenty (20) days following the determination of the Commissioner of Public Safety. In the event an appeal is made to the Department of Personnel, a filing for arbitration shall be withdrawn, with the filing party bearing the cost of the same. The selection of an arbitrator under this Article shall be made from a list provided by the State of New Jersey Public Employment Relations Commission. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. Only one (1) issue shall be submitted to an arbitrator unless the parties agree otherwise.

The cost of the service of an arbitrator shall be borne equally by the Borough and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

C. Managerial Prerogative

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

D. Reservation of Right to Amend Article

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

ARTICLE XVII

SALARY/WAGES/COMPENSATORY TIME CASH-OUT

A. Effective retroactive to January 1, 2006, and each year thereafter, the Borough of Wildwood Crest agrees to pay Superior Officers of the Wildwood Crest Police Department at the following rates:

	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
Lieutenant	\$88,022	\$91,543	\$95,205	\$ 98,823	\$102,578
Captain	92,174	95,861	99,696	103,484	107,417

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

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

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

ARTICLE XVIII

PROBATIONARY PERIOD

- A. Newly promoted/hired employees shall serve a probationary period in accordance with law.
- B. For the purpose of seniority, the original date of appointment shall be used.

ARTICLE XIX

INVESTIGATION OF SUPERIOR OFFICERS

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

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

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

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

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

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

6. At every stage of the proceedings the Department shall afford an opportunity for the officer, if he so requests, to consult with counsel and/or his/her Association representatives, before being questioned concerning a violation of the Rules and Regulations during the interrogation of the officer, which shall not delay the interrogation beyond one (1) hour for consultation with his/her Association representative, nor more than two (2) hours for

consultation with his/her attorney. However, this paragraph shall not apply to routine day-to-day investigations.

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

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

ARTICLE XX

RESIDENCY

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

ARTICLE XXI

POLICE SCHOOLS

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

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

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



ARTICLE XXII

MISCELLANEOUS PROVISIONS

- A. Each employee shall have access to his/her personnel file upon request. Said request will be granted on the same day the request is made or on the next regularly scheduled work day of the personnel officer (Monday through Friday, excluding holidays).
  
- B. Employees shall be entitled to engage in any lawful activity and obtain lawful work while off duty, providing same does not conflict with his/her responsibilities as a police officer.
  
- C. All employees shall be made aware of any charges concerning him/her. He shall have the right to remain silent until he consults an attorney of the PBA.
  
- D. Any suspension and/or loss of benefits levied upon an employee by the employer must be in accordance with state and local law.

ARTICLE XXIII

MANAGEMENT RIGHTS

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

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

ARTICLE XXIV

DURATION OF AGREEMENT

A. This Agreement shall be effective retroactively from January 1, 2006, through December 31, 2010. Bargaining for the next succeeding contract shall commence on or about August 1, 2010. In the event no agreement is reached between the parties by December 31, 2010, 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.

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

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

POLICEMAN'S BENEVOLENT ASSOCIATION  
LOCAL #59

BOROUGH OF WILDWOOD  
CREST

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

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

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

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

ATTEST:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

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

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

TO: PBA NEGOTIATING TEAM

JUNE 24, 2002

FROM: KEVIN M. YECCO, BOROUGH CLERK

SUBJECT: "CONTRACT DRAFT RESPONSE"

Please be advised that we are in receipt of your letter dated June 21, 2002, relative to the above captioned matter.

It was our understanding that the final arbitration settlement would include language previously discussed and agreed upon relating to all aspects of the health benefits issue and not just those items which form the basis for coverage. It was pointed out that the award would have a more lasting effect than the actual contract document, since past language has been struck based upon non-compliance with legal authority - the example of which we cited : college credit pay being added to the base salary after 17 years of employment. Either way, we are comfortable with the location of language needed for future reliance in this regard.

As to the two contract provisions noted in your correspondence, for which changes have been suggested, I respond on behalf of our committee as follows:

1. Article VI: Retirement, Section C = We agree that eligible children of the employee would be covered for health benefits, in the event an active employee dies prior to retirement but with 25 years or more service with the Borough, provided the surviving spouse elects to receive the monthly pension benefit and not the lump-sum 3.5 times the employee's annual salary benefit. For this and additional information on the issue of health benefits, I refer you back to our response to your "areas of concern" as previously submitted in that this document may well become a significant part of the arbitration settlement.
2. Article XV: Clothing Allowance, Section D = We agree that the one-time reference to a lesser clothing allowance, that of \$100.00, should be removed.

In closing, we understand well the need to carefully review the contract document for accuracy purposes. We do not want to rush the process and only indicated required time parameters for getting the signed contract to the Commissioners if it was your intent to have the authorizing resolution passed at the next available meeting, that of June 26, 2002.

cc: Mayor  
CFO  
Chief of Police

STEP 3 RESPONSE TO PBA PAY GRIEVANCE IN RE: **OVERTIME RATE OF PAY**

GRIEVANCE MOVED TO STEP 3 ON NOVEMBER 6, 2006

November 22, 2006

*STEP 3 from Director of Department of Public Safety:*

*The Borough maintains that it calculates the overtime rate of pay, as well as pension deductions, in accordance with the provisions of the current bargained agreement between the Borough of Wildwood Crest and PBA Local #59, as found at both Article IX, Section A, Work Week of said agreement, which does provide that the “employee’s regular hourly rate of pay is defined as the employee’s annual pay divided by 2,184 hours”, as well as Article XII, Section C, Sick Leave, which indicates that compensation for accrued sick time “shall be made at the employee’s regular hourly rate of pay, which is defined as the “employee’s base pay divided by 2,184”. Overtime payments are, thereby, calculated at time and one-half of that which has been mutually agreed to be: “the regular hourly rate”.*

*Notwithstanding the succinctness of the foregoing, the Borough maintains in a separate defense that the Grievant has set forth no alleged section of the existing bargained agreement, or any other law, rule or regulation alleged to have been “specifically” violated upon which any cause for action or remedy could or should be granted. Grievant has additionally failed to provide any calculations which would otherwise substantiate the alleged claim that the Borough has “miscalculated” the overtime rate of pay and that of pension deductions for all members of the bargaining unit and, on this basis, the Borough puts the PBA to its proofs to demonstrate, with proper contractual or legal authority, precisely how the “miscalculation” is being perpetrated.*

*For all the foregoing reasons, relied upon both in an individual and collective basis, the grievance is herewith denied.*

---

Carl H. Groon, Mayor  
Director, Department of Public Safety

Dated



TO: WILLIAM KITA, PBA REPRESENTATIVE

JUNE 23, 2003

FROM: KEVIN M. YECCO, BOROUGH CLERK

SUBJECT: **“VACATION TIME DISCREPANCY”**

Please be advised that we are in receipt of your letter dated June 17, 2003, relative to the above captioned matter.

From an historical perspective, the Chief advised the Mayor, CFO, and myself on January 10, 2003 that he had concerns with the accumulated time totals for various members of the Wildwood Crest Police Department. Upon the completion of a random check of time records of a few employees soon thereafter by the CFO, it became clear that discrepancies certainly did exist. The change in leadership of the administration of the Wildwood Crest Police Department, to the current Chief and his subsequent notice of 1-10-03, produced the first concerted effort to reconcile the records being maintained. This fact notwithstanding, please note well that the Borough continues to assert that the “official” time records of the municipality are maintained by the CFO. We have not and will never deviate from this position.

It was only our intent to meet with your representatives back in April to express our concerns about the existence of some “alternative” methods of record keeping, albeit “non-official” time records, being kept independently by police department representatives which conflicted with the CFO’s records.

There is no past or present authorization which would “unilaterally” create a separate accumulated time bookkeeping system for the Police Department to be administered by the Police Department. Such a system would be akin to the proverbial fox watching the henhouse. As the Chief will certainly confirm, all time initially entered on the bi-weekly time sheets by each Department Head goes directly to the CFO for “official” filing/recording with the payroll service.

Accordingly, the accumulated time totals, as contained on the employee bi-weekly pay stubs, will continue to reflect the official records of the Borough for which all employees may rely. The existing method by which all time is calculated, and for the application of accumulated time based upon length of service, is consistently applied to ALL employees of the Borough – a method for which no deviation shall be permitted for a singular group of employees.

-1-



Our position in this matter is only strengthened by the fact that all accumulated time cash-outs, at retirement for your members and all other prospective retirees, have been “strictly” based on the records maintained by the CFO. This has been acknowledged, understood, and accepted for at least the last eight (8) years by all employees of the Borough without exception..

Thank you for noting the above.

cc: Mayor  
CFO  
Chief of Police

PBA SUCCESSOR AGREEMENT

NEGOTIATION SESSION #2 = TUESDAY, DECEMBER 17, 2002 (1:00 PM)

ARTICLES AGREED TO BY MUTUAL CONSENT OF BOTH PARTIES FOR REVISION:

1. PREAMBLE, page 3 = change dates to reflect new contract period
2. ARTICLE X, VACATIONS – page 13 = convert all reference of days to hours
3. ARTICLE XI, HOLIDAYS – page 14 = convert all reference of days to hours
4. ARTICLE XII, WORKER’S COMPENSATION/SICK LEAVE – page 15, A = change entire section to reflect language contained in current PBA rank and file agreement.
5. ARTICLE XII, WORKER’S COMPENSATION/SICK LEAVE – page 15, D = move entire section to ARTICLE XIII and include as new paragraph F.
6. ARTICLE XIII, INSURANCE, HEALTH, AND WELFARE – page 16, A.1 = change entire section to reflect language contained in current PBA rank and file agreement, specifically referencing all coverage as provided through the New Jersey State Health Benefits Program.
7. ARTICLE XIV, CLOTHING ALLOWANCE – page 20, B.2 = change reference in first sentence from revolver to weapon.
- \_\_\_\_\_ 8. ARTICLE XVI, GRIEVANCE PROCEDURE – page 23 = mirror time constraints with language contained in PBA rank and file agreement.
9. ARTICLE XVII, SALARY/WAGES/COMPENSATORY TIME CASH-OUT – page 26, C = eliminate entire section, G = eliminate.
10. ARTICLE XXIV, DURATION OF AGREEMENT – page 35 = change dates to reflect new contract period, commencement date of negotiations for successor agreement, etc.

**BOROUGH'S OPEN PROPOSALS/COUNTER PROPOSALS FOR SUCCESSOR AGREEMENT: DECEMBER 17, 2002**

1. ARTICLE VI, RETIREMENT – page 9, B = Borough proposes elimination of this section and Superior Officer's have countered with additional language as follows: "at the discretion of the Chief".
2. ARTICLE VI, RETIREMENT – page 9, C = Borough proposes re-write of this section to reflect current language in PBA rank and file agreement and copy of same has been provided to Superior Officers.
3. ARTICLE XI, HOLIDAYS – page 14, B = Borough proposes reduction of current number of personal holidays from six (6) days to four (4) days.
4. ARTICLE XIII, INSURANCE, HEALTH AND WELFARE – page 17, B.2 = Borough proposes elimination of this section due to inability to police, control, or enforce same.
5. ARTICLE XV, TEMPORARY LEAVES OF ABSENCE – page 22, A.2 = Borough proposes elimination of this section since more than adequate time is made available annually for medical emergencies.

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***PBA SUPERIOR OFFICERS' OPEN PROPOSALS FOR SUCCESSOR AGREEMENT W/ BOROUGH'S RESPONSES***

*1. ARTICLE XIV, CLOTHING ALLOWANCE – page 21, C = increase current \$150.00 per year maintenance allowance for uniform maintenance allowance.*

The Borough acknowledges the "increased" costs associated with having to maintain the superior officer uniforms and, on this basis, offers an increase to the current amount to \$200.00 annually.

*2. ARTICLE XVII, SALARY/WAGES/COMPENSATORY TIME CASH-OUT – page 26, A = The Superior Officers have proposed a wage package for the "singular" Lieutenant title as follows:*

*2003 = \$79,899      2004 = 3.9%      2005 = 3.9%*

The Borough has countered the wage proposal as follows:

*2003 = \$74,500      2004 = \$77,000      2005 = \$79,800      2006 = \$82,500*

*3. ARTICLE XVII, SALARY/WAGES/COMPENSATORY TIME CASH-OUT – page 26, B = The Superior Officers have proposed removal of this entire section.*

The Borough does not agree to eliminate this section.

TO: CAPTAIN DANIEL BRADLEY  
LIEUTENANT DAVID MAYER

FEBRUARY 22, 2006

FROM: KEVIN M. YECCO, BOROUGH CLERK

SUBJECT: **“INFORMATION DISCLOSURE REQUEST OF 2/21/06”**

In response to your request of February 21, 2006, relative to the “Open Public Records Act”, please find a full and complete answer attached hereto.

In the future, however, be hereby further advised that you shall be required to complete the attached “REQUEST FOR PUBLIC RECORDS” request as required by Borough Ordinance No. 912.

Thank you for noting the above and attached and for your anticipated cooperation in this regard.

cc: Mayor Carl H. Groon  
Stephen H. Ritchie, CFO

TO: CAPTAIN DAN BRADLEY  
LIEUTENANT DAVID MAYER

JUNE 7, 2006

FROM: KEVIN M. YECCO, CLERK/ADMINISTRATOR

SUBJECT: **“CONTRACT REVISIONS FOR SUCCESSOR SUPERIOR OFFICER AGREEMENT”**

Gentlemen:

It would be our intent to reiterate our prior financial package, previously offered; a four (4) year (status quo) contract with percentage increases as follows: 2006 = 2.59; 2007 = 2.64; 2008 = 2.68; 2009 = 2.72

We are prepared, however, to offer additional increases incrementally for each of the contract provisions listed hereinbelow to be changed as proposed and are willing to discuss/negotiate the value of those increases at this session.

The specific sections which we have now reduced our focus, for inclusion in the successor agreement, are as follows:

1. Article X – Vacations = apply pre and post vacation schedules for superior officers newly “promoted” on or after 1/1/06; specifically new schedule would provide provide eight hours for each month of the first year worked, 120 hours for years 2 through 9, 160 hours for years 10 through 19, and 200 hours for years 20 through retirement.
2. Article XI – Holidays = Reduce number of personal holiday hours annually from 48 hours to 32 hours.
3. Article XII – Sick Leave = Cash out of accumulated time at retirement, as limited by current code section, to be reduced from \$19,750 to \$15,000
4. Article XV – Temporary Leaves of Absence = Remove provision which provides up to three (3) “free” days, without required use of accumulated time as approved by Chief, for “medical emergencies”.

We also remain open to consider changes which you may be willing to propose in addition to those specific sections listed above.

cc: Mayor Carl H. Groom  
Stephen H. Ritchie, CFO

TO: CARL H. GROON, MAYOR

NOVEMBER 30, 2007

FROM: KEVIN M. YECCO, CLERK/ADMINISTRATOR

SUBJECT: SUCCESSOR PBA SUPERIOR OFFICER CONTRACT

In accordance with your direction, I have revised the PBA Superior Officer Contract, copy of which is attached hereto, to finally include changes as follows:

- Five Year Contract Period;
- Clothing Allowance to be same as Detectives commencing effective 2007 forward
- Personal time to be reduced from 48 hours to 32 hours commencing effective 2007 forward;
- Wage increase as follows: 3.8% in 2006, 4.0% in 07 & 08, 3.8% in 09 & 10;
- \$2500. Stipend for Captain and \$2300 for Lieutenant commencing effective 2007 forward as payment for all additional time worked, stand-by, and call-out;
- Work week changed to minimum of 40 hours to be worked;
- Vacation time to be reduced from 240 to 200 hours commencing effective 2007 forward.

Please review the foregoing in the context of the attached agreement to ensure that language accurately reflects the foregoing changes.

CC/with enclosure: Stephen H. Ritchie, CFO

In response to your request of February 21, 2006, relative to the "Open Public Records Act", please find a full and complete answer attached hereto.

In the future, however, be hereby further advised that you shall be required to complete the attached "REQUEST FOR PUBLIC RECORDS" request as required by Borough Ordinance No. 912.

Thank you for noting the above and attached and for your anticipated cooperation in this regard.

cc: Mayor Carl H. Groon  
Stephen H. Ritchie, CFO



	Kevin Yecco:	Stephen Ritchie:
2002	\$77,410.87	74,957.09
2003	80,277.22	77,720.60
2004	84,758.48	82,126.72
2005	88,712.12	85,908.49



# AGREEMENT

between the

PBA LOCAL #59  
(Superior Officers)

and

THE BOROUGH OF WILDWOOD CREST

---

January 1, 2006 through December 31, 2009

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1<sup>st</sup> DRAFT SUBMISSION = **Bold** provisions are proposed by Borough for successor agreement.

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PREAMBLE

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by and between the BOROUGH OF WILDWOOD CREST, hereinafter referred to as  
“Employer,” and the SUPERIOR OFFICERS OF PBA LOCAL #59, hereinafter called the  
“PBA,” acting for the Wildwood Crest Police Department Superior Officers, hereinafter  
referred to as “Employee.”

WITNESSETH:

WHEREAS, that for the purpose of mutual understanding and in order that a harmonious  
relationship exist between the Borough and the Superior Officers of the Wildwood Crest Police  
Department to the end that continuous and efficient service will be rendered to and by both  
parties for the benefit of both:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I

ASSOCIATION RECOGNITION

A. The Borough hereby recognizes the PBA as the sole and exclusive representative of all superior officers of the Wildwood Crest Police Department, which includes the ranks of Lieutenant and Captain, assigned detectives from the ranks aforesaid and other supervisory titled positions of the Police Department, established by the Borough, below the rank of Chief and above the rank of Sergeant, covered under this Agreement, for the purpose of bargaining with respect to rates of pay, wages, hours of work and other working conditions.

B. The titles referred to hereinabove shall be defined to include the plural as well as the singular and to include males and females, but shall be limited to permanent, non-seasonal, superior officers of the police department.

## ARTICLE II

### LEGAL REFERENCE

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

B. If any provision of this Agreement or any application of this Agreement to any employees or group of employees is held to be contrary to law, then such provisions and application shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions and applications contained herein shall continue in full force and effect. In the event any provision as aforementioned is deemed to be invalid, then the parties agree to meet immediately for the purpose negotiating a provision to replace said invalid provision.

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

ARTICLE III

MAINTENANCE OF STANDARDS

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



ARTICLE IV

ASSOCIATION REPRESENTATIVES AND MEMBERS

A. **Delete in its entirety**

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

C. During negotiations, the Association representatives so authorized by the Wildwood Crest Police Department, not to exceed two (2), shall be excused from their normal duties for such periods of negotiations as are reasonable and necessary.

ARTICLE V

RETENTION OF CIVIL RIGHTS

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

ARTICLE VI

RETIREMENT

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

B. Employees may take off all holidays, vacation days and personal days (**delete reference to compensatory time**) consecutively, ending at the employee's date of retirement **upon approval by the Chief of Police**. A letter of intent must be filed with the Borough at least ninety (90) days prior to the requested time off.

C. **Move this paragraph to Article XIII, Insurance, Health, and Welfare, as new "B, 2.**

D. **Delete in its entirety**

ARTICLE VII

EXTRA CONTRACT AGREEMENT

**A. Delete in its entirety**

ARTICLE VIII

LEAVE OF ABSENCE

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

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

ARTICLE IX

WORK WEEK

A. Work Week

The work week shall consist of a **minimum of forty (40) hours, to be assigned as necessary or required.**

ARTICLE X

VACATIONS

A. Annual vacations shall be granted **to employees hired on or before December 31, 2005** as follows:

- First year..... Eight (8) hours for each month worked
- From 2 through 9 years..... One Hundred Twenty (120) hours
- From 10 through 14 years..... One Hundred Sixty (160) hours
- From 15 through 19 years..... Two Hundred (200) hours
- From 20 to retirement..... Two Hundred forty (240) hours

B. Annual vacations shall be granted **to employees hired on or after January 1, 2006** as follows:

- First year..... Eight (8) hours for each month worked
- From 2 through 9 years..... One Hundred Twenty (120) hours
- From 10 through 19 years..... One Hundred Sixty (160) hours
- From 20 to retirement..... Two Hundred (200) hours

C. Vacation days may be taken at any time during the course of the year as permitted by the Chief of Police and such requests will not be unreasonably withheld unless the pressures of work do not permit the time requested to be taken. An employee shall not be recalled from his/her vacation leave except in cases of dire emergency. All vacations must be sanctioned by the Chief of Police or his/her designee. **(Eliminate beginning portion of sentence)** Annual vacation time may be carried over to the next succeeding year only.

**C. Delete former C in its entirety**

## ARTICLE XI

### HOLIDAYS

A. Employees covered under this agreement shall be entitled to a total of only one hundred twelve (112) holiday hours per year which shall be set forth prior to each year in a Superior Officers' Holiday Schedule that may or may not include dates that coincide with any other holiday schedule provided for any other group of Borough employees. The specific dates of the holidays designated in the Superior Officers' Holiday Schedule shall be those dates upon which the holidays actually fall. Employees covered under this agreement shall be entitled to receive additional holidays above the one hundred twelve (112) hours specified in the aforesaid schedule only if such additional holidays are declared by federal, state, or local government and result in an increase in the total number of holidays provided to other Borough employees, thereby exceeding a total of one hundred twelve (112) in any calendar year.

B. In addition, the employees shall be entitled to **thirty-two (32)** personal holiday hours which may be taken, with the permission of the Chief of Police, at any time during the calendar year. It is expressly understood, however, that employees shall be required to work a minimum of eight (8) hours without additional compensation on each of the holidays, as assigned by the Chief, as follows: Memorial Day, Fourth of July, and Labor Day. An employee shall not be recalled from holiday leave except in case of dire emergency. All holiday use must be sanctioned by the Chief of Police or his/her designee. Due to administrative responsibilities, logistical staffing requirements of the positions covered by this agreement and the associated limitations upon time off availability, annual holiday allowance may be carried over to the next succeeding year only.



## ARTICLE XII

### WORKER'S COMPENSATION/SICK LEAVE

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

B. 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.

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

ARTICLE XIII

INSURANCE, HEALTH AND WELFARE

A. Coverage

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

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

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

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

B. Insurance Upon Retirement

1. Upon retirement under the Police and Fireman's Pension System, the Borough shall provide the retiring employee and his/her family with all insurance coverage listed in Section A of this Article, and shall continue said coverage until the death of said employee, subject to the provisions of Article VI, Section C, and in accordance with the provisions of N.J.S.A. 40A:10-23 **subject to an annual contribution by each retired employee equal to twenty-five percent (25%) of all annual premiums.**

2. **Delete former paragraph #2 and replace with language from Article VI, section C in its entirety as follows:** 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 year of service, shall be eligible as a dependent until said child reaches age twenty-three (23), provided the surviving spouse elects to receive the monthly pension benefit and not the lump sum 3.5 times the employee's annual salary benefit.

C. Physical Exam

The Borough shall provide each employee a complete physical examination annually at the employee's request. Said examination shall consist of a comprehensive physical examination, a blood profile, urinalysis and hearing tests. EKG or chest x-ray may be provided if the examining doctor feels that these additional tests are needed. Whenever possible, the employee's health insurance shall be used to cover the cost of any test or lab work. The "basic" physical examination will be done by the employee's own doctor with a limit of \$75.00 paid directly to the doctor. Results of the examination will be forwarded to the Chief of Police **only as to fitness for the performance of all required duties** as well as the employee on a properly completed and signed Borough form.

D. Legal Representation

1. 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.

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

E. Death/Disablement of an Officer

1. In the event that an officer is killed or permanently disabled in the line of duty, the above described insurance coverage shall be continued in effect by the Borough for his/her benefit or the surviving spouse of such officer until his/her death or remarriage, as well as for all surviving children of such officer until they reach the age of eighteen (18) year.

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

F. 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.

ARTICLE XIV

CLOTHING ALLOWANCE

A. Each Superior Officer, if applicable, shall be issued five (5) sets of both summer and winter uniforms, one (1) winter and one (1) summer coat, along with the appropriate rain clothing and the necessary leather equipment to make the uniform complete. A bullet proof vest shall also be provided.

B. For all existing employees, as to upgraded/replacement uniforms, the Borough shall provide all necessary uniforms and equipment, pursuant to conditions set forth below:

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

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

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

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

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

6. Clothing/equipment to be issued initially and/or upgraded/replaced shall be pursuant to existing Department SOPs, at a minimum.

C. A maintenance allowance, in the amount of \$150.00 per year or a pro-rated amount for any portion of the year thereof, shall be provided to any superior officer assigned uniformed duty. Payment shall be made to each employee upon the Chief's receipt, audit and approval of each members request for reimbursement. No allowance reimbursement shall be made if they are not accompanied by the proper receipts.

## ARTICLE XV

### TEMPORARY LEAVES OF ABSENCE

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

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

2. **Delete in its entirety**

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

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

B. Military Leave

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



## ARTICLE XVI

### GRIEVANCE PROCEDURE

#### A. Purpose

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

#### B. Steps of the Grievance Procedure

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

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

STEP TWO: The Chief of Police or his/her designee shall convene a meeting with the aggrieved employee to discuss said grievance. The Chief of Police shall make an earnest effort to resolve the matter informally. However, if the matter cannot be resolved informally, then the Chief of Police or his/her designee shall render a decision, in writing, within twenty (20) days of receipt of the grievance.

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

STEP FOUR: Arbitration/Appeals to the Department of Personnel

Any grievance arising over the interpretation, application, or violation of the provisions of this Agreement which has not been satisfactorily resolved within Steps One, Two and Three above, may be submitted to arbitration or, where appropriate, an appeal may be made to the Department of Personnel within twenty (20) days following the determination of the Commissioner of Public Safety. In the event an appeal is made to the Department of Personnel, a filing for arbitration shall be withdrawn, with the filing party bearing the cost of the same. The selection of an arbitrator under this Article shall be made from a list provided by the State of New Jersey Public Employment Relations Commission. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. Only one (1) issue shall be submitted to an arbitrator unless the parties agree otherwise.

The cost of the service of an arbitrator shall be borne equally by the Borough and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

C. Managerial Prerogative

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

D. Reservation of Right to Amend Article

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

ARTICLE XVII

SALARY/WAGES/COMPENSATORY TIME CASH-OUT

A. Effective January 1, 2003, the Borough of Wildwood Crest agrees to pay Superior Officers of the Wildwood Crest Police Department at the following rates:

	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>
Lieutenant	\$87,000.00	\$89,300.00	\$91,700.00	\$94,200.00
Captain	91,000.00	93,300.00	95,700.00	98,200.00

B. **Delete this paragraph in its entirety.**

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

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

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

ARTICLE XVIII

PROBATIONARY PERIOD

- B. Newly promoted/hired employees shall serve a probationary period in accordance with law.
- C. For the purpose of seniority, the original date of appointment shall be used.

## ARTICLE XIX

### INVESTIGATION OF SUPERIOR OFFICERS

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

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

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

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

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

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

6. At every stage of the proceedings the Department shall afford an opportunity for the officer, if he so requests, to consult with counsel and/or his/her Association representatives, before being questioned concerning a violation of the Rules and Regulations during the interrogation of the officer, which shall not delay the interrogation beyond one (1) hour for consultation with his/her Association representative, nor more than two (2) hours for

consultation with his/her attorney. However, this paragraph shall not apply to routine day-to-day investigations.

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

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

ARTICLE XX

RESIDENCY

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



ARTICLE XXI

POLICE SCHOOLS

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

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

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

ARTICLE XXII

MISCELLANEOUS PROVISIONS

- A. Each employee shall have access to his/her personnel file upon request. Said request will be granted on the same day the request is made or on the next regularly scheduled work day of the personnel officer (Monday through Friday, excluding holidays).
  
- B. Employees shall be entitled to engage in any lawful activity and obtain lawful work while off duty, providing same does not conflict with his/her responsibilities as a police officer.
  
- C. All employees shall be made aware of any charges concerning him/her. He shall have the right to remain silent until he consults an attorney of the PBA.
  
- D. Any suspension and/or loss of benefits levied upon an employee by the employer must be in accordance with state and local law.

ARTICLE XXIII

MANAGEMENT RIGHTS

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

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

ARTICLE XXIV

DURATION OF AGREEMENT

A. This Agreement shall be effective January 1, 2006, through December 31, 2009. Bargaining for the next succeeding contract shall commence on or about August 1, 2005. In the event no agreement is reached between the parties by December 31, 2005, 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.

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

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

POLICEMAN'S BENEVOLENT ASSOCIATION  
LOCAL #59

BOROUGH OF WILDWOOD  
CREST

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

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

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

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

ATTEST:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

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

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

Carl/Steve:

Please replace former pages from the agreement with these three (3) revisions!

Unless I hear to the contrary, I shall conclude ALL is now in proper order and we are good to go to meet with the Superiors on the 31<sup>st</sup>!

Kevin

Carl/Steve:

Please replace former pages from the agreement with these three (3) revisions!

Unless I hear to the contrary, I shall conclude ALL is now in proper order and we are good to go to meet with the Superiors on the 31<sup>st</sup>!

Kevin

CONFIDENTIAL MEMORANDUM

TO: STEVE RITCHIE, CFO

DATE: JULY 27, 2006

FROM: KEVIN YECCO, BOROUGH CLERK

SUBJECT: **“PBA RANK AND FILE MEDIATION”**

Steve:

Please be advised that I had an opportunity to discuss our upcoming mediation session with Larry Pepper and he has advised that his needs, and those of Arbitrator Glasson, will be as follows:

1. PBA Rank and File Salary Scatagram
2. “All” 2006 wage increases for represented/non-represented employees **with** justification or rationale as to why any increases have exceed the 2.5% state mandated budget cap which we have sought to utilize for a “status quo” contract extension.
3. 2006 Tax Rate/Ratable Base, etc.

I trust you will be in a position to have this information together in advance of the 2<sup>nd</sup> and will ask that you contact me at your earliest convenience if my assistance is needed further.

I will next indicate that Larry has included our “new” #15 and sent same off to Mr. Glasson with all other provisions from his July 11, 2006 memorandum. Finally, Larry has confirmed that the session will convene on the 2<sup>nd</sup> at 10:00 am.

Thank you for noting the above and for your assistance in this regard.

cc: Mayor Carl Groon

< Fax transmitted NOT MAILED >

Excerpt from PBA Local #59 Superior Officer Agreement (*Please note well that this is NOT the rank and file agreement that you currently have in your possession*)

**Fact:** Article IX, WORK WEEK, for PBA Local 59 Superior Officers, does provide as follows:  
**“The work week shall consist of forty (40) hours.**

**Fact:** There are no overtime or compensatory time provisions in the current agreement.

**Issue:** Without authorization from the Appointing Authority, the Chief of Police has previously granted an “offset” to both members of the unit, a Captain and a Lieutenant (we have no Deputy Chief), whereby either or both employees would work 32 hours in the second week of the pay period if, for example, they worked 48 hours in the initial week. Furthermore, there has been no previous disclosure of this practice to the administration and we have no “verifiable” documentation in this regard as both employees do not punch time clocks.

**Query:** Could we conclude that there is no hour for hour offset required, under wage and hour, FLSA, or other applicable statutory authority, for our two (2) “exempt” managerial executives who execute full departmental supervisory authority, only subject to ultimate direction from the Chief of Police.



PBA SUPERIOR OFFICERS:

1. FIVE (5) YEAR CONTRACT
2. CLOTHING ALLOWANCE TO BE SAME ANNUALLY AS DETECTIVES
3. PERSONAL TIME TO BE REDUCED FROM 48 HOURS TO 32 HOURS COMMENCING EFFECTIVE THE YEAR AFTER EXECUTION OF THE AGREEMENT.
4. CAPTAIN TO RECEIVE \$2,000 ANNUALLY AND LIEUTENANT \$1,800 ANNUALLY, TO BE PRO-RATED FOR THE BALANCE OF CALENDAR YEAR 2007, COMMENCING WITH THE PAY AFTER THE FULL EXECUTION OF THE AGREEMENT BY BOTH PARTIES, IN ACKNOWLEDGEMENT OF THE FACT THAT THERE SHALL BE NO OVERTIME PAY OR COMPENSATORY TIME FOR ADDITIONAL TIME ACTUALLY WORKED, STAND-BY, OR CALL-OUT AND SAID PAYMENT, FOR THE WAIVER OF ANY AND ALL CLAIMS FOR OVERTIME MONIES UNDER THE FAIR LABOR STANDARDS ACT, SHALL SERVE AS FULL AND COMPLETE COMPENSATION IN THIS REGARD.
5. WAGE INCREASE: 3.8% IN 06, 07, 08, 09 & 10.
6. ARTICLE IX, WORK WEEK – LANGUAGE CHANGED TO REFLECT THAT WORK WEEK SHALL BE A MINIMUM OF 40 HOURS AND INSERT LANGUAGE REFERRED TO HEREINABOVE AT #4.

CONFIDENTIAL MEMORANDUM

TO: CARL GROON, MAYOR  
STEPHEN H. RITCHIE, CFO

DATE: JULY 31, 2007

FROM: KEVIN YECCO, CLERK/ADMINISTRATOR

**SUBJECT: "SUPERIOR OFFICER INTEREST ARBITRATION  
AND ON-GOING PBA RANK & FILE FLSA MATTER"**

Dear Carl/Steve:

Please be advised that I telephoned Labor Counsel, Larry Pepper, on Monday, July 31, 2007 relative to the above captioned matters. With respect to the first item, he advised that he has received nothing to date to indicate that the Superior Officers were "withdrawing" their interest arbitration filing and that, as far as he was concerned, we are still on (here) for Thursday, August 2, 2007 at 1:00 pm.

Secondarily, I requested that Mr. Pepper provide me with a copy of the letter he was directed to send two weeks ago to Mr. Risko's superior indicating that we don't accept his position and that we fully intend to rely upon the results of the audit. Mr. Pepper indicated that he had an opportunity to address the entire matter last week with Congressman LoBiondo and that the Congressman responded back over this past weekend that his contact in the Department of Labor indicated that we will certainly be in a position to rely upon the results of the audit at the appropriate time and that the letter from Risko's superior is "standard fare" whenever a federal complaint is initiated by either party.

Thank you for noting the above and I will keep you closely advised of any developments in this regard as soon as I am made aware of same.

MEMORANDUM

TO: CAPTAIN DANIEL BRADLEY  
LIEUTENANT DAVID MAYER

DATE: AUGUST 24, 2007

FROM: KEVIN YECCO, CLERK/ADMINISTRATOR

**SUBJECT: "SUPERIOR OFFICER INTEREST ARBITRATION  
AND NOEGOTIATIONS OF SUCCESSOR AGREEMENT"**

Gentlemen:

Please be advised that I recently forwarded your request "to resume contract negotiations" to our Labor Counsel, Larry Pepper, Esq., in order to have him confirm through your legal representative, Charles Schlager, Esq., that the pending interest arbitration had in fact been withdrawn and that Mr. Schlager had been released as your legal representative, as you asserted in your August 15, 2007 memorandum, so that negotiations may be resumed by and between both parties.

After consultation with your representative, Mr. Pepper indicated to me that Mr. Schlager has advised that "the matter is not withdrawn and that only the PBA President can release him from representation in this matter".

Accordingly, please be further advised that we will not be in a position to resume negotiations until the Borough receives confirmation that the arbitration has in fact been withdrawn. Moreover, confirmation will additionally be necessary as to whether these (future) negotiations shall include labor counsel so that we may advise Mr. Pepper from a preparation/scheduling standpoint.

Thank you for noting the above and I await your further advice in this matter of mutual interest and concern.

cc: Mayor Carl H. Groom  
Stephen H. Ritchie, CFO

