

A G R E E M E N T

between the

CITY OF EGG HARBOR CITY

A Municipal Corporation of the State of New Jersey

and the

NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, INC.

MAINLAND LOCAL NO. 77

(Egg Harbor City)

JANUARY 1, 2017 through DECEMBER 31, 2021

ALTERMAN & ASSOCIATES, L.L.C.

Stuart J. Alterman, Esquire

8 South Maple Avenue

Marlton, New Jersey 08053

salterman@alterman-law.com

856-334-5737 office

856-334-5731 fax

TABLE OF CONTENTS

<u>ART.</u>	<u>TITLE</u>	<u>PAGE</u>
	AGREEMENT.....	4
I	PURPOSE.....	5
II	EMPLOYEE REPRESENTATION.....	6
III	GRIEVANCE PROCEDURE.....	7
IV	NON-DISCRIMINATION.....	10
V	BULLETIN BOARD.....	11
VI	MANAGEMENT RIGHTS.....	12
VII	STRIKES.....	13
VIII	POLICEMEN'S RIGHTS.....	14
IX	PERSONAL LEAVE.....	18
X	VACATIONS.....	19
XI	LEAVES OF ABSENCE.....	21
XII	SALARIES AND OVERTIME.....	27
XIII	ACTING OFFICER.....	32
XIV	COLLEGE ALLOWANCE.....	33
XV	HOSPITALIZATION INSURANCE.....	35
XVI	CLOTHING ALLOWANCE.....	37
XVII	CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT.....	39
XVIII	SAVINGS CLAUSE AND PAY DEDUCTION.....	40
XIX	MISCELLANEOUS PROVISIONS.....	41
XX	DURATION OF AGREEMENT.....	42
	SALARY SCHEDULES A, B, C, D AND E.....	43

SALARY SCHEDULE A – 2017.....	44
SALARY SCHEDULE B – 2018.....	45
SALARY SCHEDULE C – 2019.....	46
SALARY SCHEDULE D – 2020.....	47
SALARY SCHEDULE E – 2021.....	48

AGREEMENT

This **AGREEMENT**, dated the _____ day of _____, 2017, made by and between the City of Egg Harbor, a municipal corporation of the State of New Jersey, hereinafter referred to as the "City", and the New Jersey State Policemen's Benevolent Association Inc. Mainland Local Number 77, hereinafter referred to as "PBA 77".

Whenever the term "he" or "his" is used, they shall refer to both male and female employees.

ARTICLE I

PURPOSE

This Agreement is entered into pursuant to the provision of Chapter 303, Laws of 1968 (N.J. Revised Statutes 34:13A-5.3, et seq.) of the State of New Jersey to promote and ensure harmonious relations, cooperation and understanding between the City and the Employees, all in order that the public service shall be expedited and effectuated in the best interest of the citizens of Egg Harbor City, New Jersey.

ARTICLE II

EMPLOYEE REPRESENTATION

A. MAJORITY REPRESENTATIVE

The City recognizes "PBA 77" as the exclusive negotiating agent for all regularly appointed, full time police personnel ("employees") with arrest powers within the City of Egg Harbor, New Jersey, with the exception of the Chief of Police and the Police Clerk. The City and employees agree that PBA #77 has the right to negotiate as to rates of pay, hours of work, fringe benefits, working conditions, safety of equipment, procedures for adjustment of disputes and grievances, and all other related matters. The Majority Representative shall be appointed according to the procedure set forth in New Jersey Revised Statute 34:13A-5.1 et. seq. and shall have the rights and privileges pursuant hereto.

B. STEWARDS

PBA #77 must notify the City as to the name of the Steward. No more than one Steward and Alternate is to be designated.

C. NOTICE

All notice provisions as referenced in this Contract shall mean as notice to PBA Local 77, its designated Business Agent and President. Any notices must also be provided to its designated Egg Harbor City Shop Stewards.

ARTICLE III

GRIEVANCE PROCEDURE

A. **DEFINITION**

A grievance is any dispute between the parties concerning the application or interpretation of this Agreement or any complaint by an employee and/or the PBA as to any action or non-action which violates any right arising from his or their employment. The City shall not discipline any employee without just cause.

B. **PROCEDURE**

INFORMAL DISCUSSION

Within twenty (20) working days of the occurrence or knowledge thereof of a possible grievance, the grievant and/or the PBA's representative(s) shall meet with the Chief of Police to informally discuss the matter and attempt to reach a resolution. If no resolution is reached within the twenty (20) working day discussion period, the grievance may be moved to Step 1 within ten (10) working days of the last date of the twenty (20) working day informal discussion period.

STEP 1 – CHIEF OF POLICE - All grievances by an employee or the PBA and responses thereto by the City shall be in writing. The processing of grievances shall take place without discrimination and irrespective of membership in, or affiliation with PBA #77.

In the event that the parties are unable to resolve the grievance during the twenty (20) working day Informal Discussion period, the grievant or the PBA, within ten (10) working days following the last date of the Informal Discussion period, may submit a formal grievance, in writing, to the Chief of Police for resolution. The Chief of Police shall render a decision within ten (10) working days of receipt of the grievance in writing.

STEP 2 – MAYOR — In the event that the parties are unable to resolve the grievance at Step 1, the grievance may, within ten (10) working days of receipt of the Chief’s determination or twenty (20) working days following submission of the Grievance at Step 1 if no determination is given at Step 1, the grievance may be submitted to the Mayor or his/her designee for resolution. The Mayor or his/her designee shall render a decision within ten (10) working days of receipt of the grievance in writing.

STEP 3 – CITY COUNCIL — In the event the grievance is not resolved at Step 2, within ten (10) working days of receipt of the Mayor’s or his/her designee’s determination or twenty (20) working days following submission of the Grievance at Step 2 if no determination is given at Step 2, the grievance may be submitted to City Council for resolution. The City Council shall render a decision within ten (10) working days following the first Council meeting after receipt of the grievance in writing.

STEP 4 - ARBITRATION — In the event the grievance is not resolved at the Step 3, only the PBA, after finding the matter meritorious, may refer the matter for impartial binding arbitration. If the PBA wishes to move a grievance to arbitration it shall notify the Public Employment Relations Commission (PERC) within ten (10) working days of receipt of the decision in Step 3 or twenty (20) working days following the Council meeting stated in Step 3 if no determination is given, that it is moving the grievance to arbitration and request that a list of arbitrators be furnished to the City and the PBA. The City and PBA agree to abide by the rules and regulations of PERC. The parties may mutually agree to waive Steps 1 through 3 and proceed directly to Step 4. This waiver must be in writing.

The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement, he shall render his award in writing which shall be final and binding. The cost of the arbitrator’s fee shall be shared equally by the City and PBA #77.

Any Steward or officers of PBA #77 required in the grievance procedure to participate in any arbitration proceeding shall be released from duty without loss of pay for such purpose, and

any witnesses reasonably required shall be made available during working hours without the loss of pay for the purpose of disposing of any grievance or arbitration matter.

C. **EXTENSIONS AND MODIFICATIONS** - Time extensions involving the grievance procedure may be mutually agreed to by the City and the Committee and must be in writing.

D. **DEFINITION OF "WORKING DAYS"** - "Working Days" shall be defined as Monday through Friday, excluding holidays.

ARTICLE IV
NON DISCRIMINATION

A. There shall be no discrimination, interference, or coercion by the City or any of its agents against the Employees by the Association because of membership or activity in the Association.

B. The Association or any of its agents shall not intimidate or coerce Employees into membership.

C. The City and the Association agree that each provision of this Agreement shall equally apply to all covered employees and that there shall be no harassment or intimidation of, interference with, or illegal discrimination against any employee because of: age, sex, race, creed, skin color, national origin, nationality, ancestry, marital status, disability, handicap, genetic information, affectional or sexual orientation, blood trait, political activity, United States or State Armed Services activity.

D. Harassment shall also include sexual harassment. All references to employees in this Agreement refer to both sexes and wherever the male gender is used, it shall be construed to include both male and female employees.

ARTICLE V

BULLETIN BOARD

The City shall permit the use of bulletin boards, located in the Police Department Headquarters, by PBA #77, for the posting of notices concerning PBA #77 business and activities.

ARTICLE VI

MANAGEMENT RIGHTS

A. It is the right of the City to: determine the standards of service to be offered by its employees; to determine the standards of selection for employment (within the rules and regulations of the N.J. Civil Service Commission); direct its employees; take disciplinary action; maintain the efficiency of its operations; determine the methods, means and personnel by which its operations are to be conducted; determine the content of job classification; schedule the hours of work; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. The practical impacts of the decisions of the above matters are subject to the grievance procedure as set forth in Article III. Nothing in this Article shall alter or relieve the City of any of its obligations undertaken by this Agreement.

B. The parties agree that officers shall exercise their supervisory duties faithfully, irrespective of the fact that they are covered by this Agreement, and they shall be objective in the affiliation in the PBA #77.

ARTICLE VII

STRIKES

PBA #77 and the employees assure and pledge to the City that their goals and purposes are such that they will not condone strikes by employees, nor work stoppages, slowdowns, or any other such action which would interfere with police service to the citizens of Egg Harbor City or violate the Constitution and Laws of the State of New Jersey. PBA #77 and the employees will not initiate, advocate nor encourage other employees to initiate strikes, work stoppages, or any other such action which would interfere with police service to the citizens of Egg Harbor City, and PBA #77 and the employees will not support any member of any organization acting contrary to this purpose.

ARTICLE VIII

POLICEMEN'S RIGHTS

A. Pursuant to Chapter 303, Public Laws of 1968, the City agrees that every policeman shall have the right, freely, to organize, join, support and assist the PBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the Laws of the State of New Jersey, the City undertakes and agrees that it shall not directly or indirectly discourage, deprive or coerce any policeman in the enjoyment of any rights conferred by Chapter 123, or other Laws of New Jersey or the Constitution of the State of New Jersey or the United States, that it shall not discriminate against any policeman with respect to hours, wage, or any term or condition of employment by reason of his membership in the PBA or its affiliates, or his participation in any of their activities, collective negotiations with the City, or his institution of any grievance complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. **PBA Leave Time**

1. Effective January 1, 2009, up to two (2) employees designated by the Union as representatives of the PBA, other than the PBA President and the PBA State Delegate, if from this Unit, shall be granted leave from duty with full pay to attend the Collective Bargaining Seminar, the Mini-Convention and the State Convention of the New Jersey Policemen's Benevolent Association.

2. "Legitimate" union business shall include:

a. Attending to the general administration of the PBA as it pertains to the representation of its members.

b. Meetings, discussions with members, union attorneys, officials and legislators of the State of New Jersey, Agencies or Commissions of the State of New Jersey, and elected officers of the New Jersey State Policemen's Benevolent Association.

c. Prosecution or defense of any grievance, petition, complaint, or other legal action filed by the PBA as a class action or on behalf of its members with any local, state or federal court, agency or commission, including the County and/or Prosecutor. Including the attendance at any hearing, arbitration, or proceeding before an arbitrator, mediator, hearing officer, the Public Employment Relations Commission, Department of Personnel, the New Jersey courts and the Executive and/or Legislative body of the State of New Jersey.

d. Attending conferences, seminars, conventions, and monthly meetings of the State Policemen's Benevolent Association.

e. Attending the annual League of Municipalities meeting.

3. The PBA President, if from this Unit, may reasonably conduct legitimate union business as defined in Section B above, without loss of pay.

4. The PBA Unit Representative may reasonably conduct legitimate union business as defined in Section 2(a), (b) and (c) above, without loss of pay.

5. **State Delegate**

a. Notwithstanding the above, the PBA's State Delegate, if from this Unit, will be granted reasonable and sufficient time off with pay to attend the conferences,

conventions and monthly meetings of the State Policemen's Benevolent Association.

b. The PBA's State Delegate shall be provided with sufficient time to attend monthly meetings of the State Policemen's Benevolent Association without loss of pay or benefits.

c. Immediately, upon completion of this union business, the PBA's State Delegate shall notify his/her immediate supervisor and if possible, return to work.

6. **Elected Office**

a. Should an employee, covered by this bargaining unit, be elected to the position of President, Vice-President or Executive 1st Vice-President of the New Jersey State Policemen's Benevolent Association, they shall be placed on administrative leave.

b. The New Jersey State Policemen's Benevolent Association and the Employer will be reimbursed for wages to which the employee is entitled to as per the collective bargaining agreement.

c. The employee will continue to receive all health, prescription, disability, dental, and vision benefits established in this contract.

d. The employee will retain all seniority rights, including vacation leave, as if they were on regular duty.

C. Members shall be entitled to engage in any lawful activity and obtain any lawful work while off duty, providing same does not conflict with their responsibilities as police officers.

D. Each member shall be made aware of any reports or charges concerning him. He shall not be compelled to make any verbal or written agreement and shall have the right to consult an attorney and/or the PBA.

E. Members shall not be suspended or suffer any loss in benefits until after the member has had a departmental hearing and has been found guilty, except in cases of severe nature, when the superior officer in charge deems the suspension of the member an immediate necessity for the safety of the public or the welfare of the department. The superior officer shall immediately submit a written report explaining such action to the Chief of Police. A report shall be submitted to the PBA upon request.

ARTICLE IX

PERSONAL LEAVE

A. **PERSONAL LEAVE**

Employees covered by this Agreement shall receive four (4) personal days per year. If these days are not used during the course of the year they will be lost. These days may be taken any time during the calendar year. A seventy-two (72) hour notice except in extenuating circumstances and approval by the Chief of Police is required before use of these personal days.

ARTICLE X

VACATIONS

A. An employee, during this first year of employment, shall be entitled to one working day's vacation for such month of service up to and including December of his initial year. Thereafter, he shall be entitled to a paid vacation according to the following schedule:

Up to 1 year:	1 working day for each month of service
Beginning the 2 nd year through the 5 th year:	12 working days per year
Beginning the 6 th year through the 12 th year:	15 working days per year
Beginning the 13 th year through retirement:	20 working days per year

The above schedule is in accordance with New Jersey State Civil Service Guidelines.

B. It is the intent of this Article to assure personnel covered by this Agreement that they shall receive the maximum amount of actual vacation days to which they are entitled. Days on which they are normally scheduled to work shall be the days they are given off. Days on which they normally are scheduled off which occur during the vacation period shall not be computed as part of the vacation.

C. All unused vacation days will be carried over to the following year. If for any reason during this following year the officer is unable to take his vacation, payment will be made for the unused days. Vacation will be assigned by seniority by the Chief of Police. Any unused vacation days which were not requested by the employee and carried over shall be utilized in a year first. An employee's new allotment of vacation days shall be utilized second. Any carried over vacation days that were requested by an officer and denied by the Administration shall be utilized third.

D. An employee hired on or after January 1, 2014 shall have his/her annual allotment of vacation days pro-rated in his final year of employment based upon the percentage of the year worked. This pro-ration shall not apply to any vacation days being carried forward from the prior year into his final year of employment.

ARTICLE XI

LEAVES OF ABSENCE

A. **SICK LEAVE**

1. **DEFINITION** – Sick leave is hereby defined to mean absence from post of duty by an employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's family, seriously ill, requiring the care or attendance of such employee. A certificate from a reputable physician in attendance shall be required as sufficient proof of need of leave of the employee after five (5) consecutive days sick leave, or leave to attend the needs of a member of the employee's immediate family. In case of an illness of a chronic or recurring nature causing an employee's periodic or repeated absence from duty for one day or less, only one medical certificate shall be required for every six month period as a sufficient proof of need of sick leave by the employee; provided, however, the certificate must specify that the chronic or recurring nature of the illness is likely to cause a subsequent absence from employment. In case of sick leave due to exposure to contagious disease, a certificate from the family doctor or physician in attendance shall be required.

After the tenth (10th) sick leave occurrence (one or more consecutive work days) in one calendar year, a doctor's verification must be submitted for all sick leave occurrences, regardless of duration. Egg Harbor City may require an employee to be examined by a physician designated by Egg Harbor City to verify fitness to return to normal duties (at the City's cost). Employees who have a note will be paid for this period until examined by the City's physician and cleared for duty subject to the same being continued sick time if they are not cleared for duty. If no sick time remains, Employee may apply for FMLA or other statutory or contractual benefits or an authorized medical leave of absence. Should an employee with 10 or more occurrences be unable to secure a doctor's note prior to returning to duty, through no fault of his/her own (i.e. closed doctor's office, holiday, unavailable doctor, etc.), he/she will contact a supervisor who shall advise the employee if the requirement is waived. If the requirement is not waived, the employee will be provided

reasonable period of paid administrative leave during the next shift, not to exceed three (3) hours, to obtain note prior to his/her return to duty.

2. ACCUMULATION – Every employee covered by this Agreement shall, in addition to his paid vacation, be granted sick leave as defined in Section A.1. above, with pay for not less than one (1) working day for every month of service during the first calendar year of employment and fifteen (15) workings days in every calendar year thereafter. If any such employee requires none or only a portion of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his or her credit from year to year and such employee shall be entitled to such accumulated sick leave with pay if and when needed; provided, however, that the City shall not require any of its employees who have been determined disabled either through injury or illness as a result of, or arising from, his respective employment, to utilize the sick leave accumulated under this section.

3. PAY UPON TERMINATION

Upon an employee's retirement or death, said employee or the employee's estate, shall be compensated for his accumulated sick leave, computed on the then current daily rate of pay, up to a maximum of forty-five (45) days of accumulated sick leave. Any employee who is separated from service for cause arising from any disciplinary action shall not be entitled to compensation for accumulated sick leave. All other sick time shall be accumulated by employees while still in service to this Department with no restrictions other than those applicable in current City ordinances. If a federally funded program is canceled or employment is terminated because of Civil Service regulations, an employee will be entitled to accumulated sick leave up to a maximum of forty-five (45) days.

4. ATTENDANCE INCENTIVE

If any employee does not use any sick time in a quarter of a calendar year (January-March, April-June, July-September and October-December), said employee shall be entitled to receive a bonus in the amount of \$135.00 per quarter. Said bonus shall be paid

by the City within thirty (30) calendar days after the close of the quarter in which no sick time was utilized.

5. DONATED LEAVE PROGRAM

Effective January 1, 2008, all eligible employees shall be entitled to the benefits of a Donated Leave Program as set forth in N.J.A.C. 4A:6-1.22 and as set down below;

- a. An employee shall be eligible to receive donated sick or vacation leave if the employee:
- b. Has completed at least one year of continuous service with the City of Egg Harbor;
- c. Has exhausted all accrued sick, vacation and administrative leave, all sick leave injury benefits, if any, and all compensatory time off;
- d. Has not, in the two-year period immediately preceding the employee's need for donated leave, been disciplined for chronic or excessive absenteeism, chronic or excessive lateness or abuse of leave; and
- e. Either:
 - (1). Suffers from a catastrophic health condition or injury;
 - (2). Is needed to provide care to a member of the employee's immediate family who is suffering from a catastrophic health condition or injury; or
 - (3). Requires absence from work due to the donation of an organ (which shall include, for example, the donation of bone marrow).
 - (4). For purposes of this section, a "catastrophic health condition or injury" shall be defined as follows:
 - (5). With respect to an employee, a "catastrophic health condition or injury" is a life-threatening condition or combination of conditions or a

period of disability required by his or her mental or physical health or the health of the employee's fetus and requiring the care of a physician who provides a medical verification of the need for the employee's absence from work for 60 or more days.

(6). With respect to an employee's immediate family member, a "catastrophic health condition or injury" is a life-threatening condition or combination of conditions or a period of disability required by his or her mental or physical health and requiring the care of a physician who provides a medical verification of the need for the family member's care by the employee for 60 or more days.

(7). An employee may request that the appointing authority approve his or her participation in the program, as a leave recipient or leave donor. The employer's supervisor may make such a request on behalf of the employee for his or her participation in the program as a leave recipient.

f. The employee or supervisor requesting the employee's acceptance as a leave recipient shall submit to the City, medical verification from a physician or other licensed health care provider concerning the nature and anticipated duration of the disability resulting from either the catastrophic health condition or injury, or the donation of an organ, as the case may be.

g. When the City and PBA Local No. 77 have approved an employee as a leave recipient, the PBA shall, with the employee's consent, post or circulate the employee's name along with those of other eligible employees in a conspicuous manner to encourage the donation of leave time, and shall provide notice to all negotiations representatives in the City of Egg Harbor.

(1). If the employee is unable to consent to this posting or circulation, the employee's family may consent on his or her behalf.

h. A leave recipient must receive at least five sick days or vacation days or a combination thereof from one or more leave donors to participate in the donated leave program. A leave donor shall donate only whole sick days or whole vacation days and may not donate more than 10 such days to any one recipient.

B. BEREAVEMENT/FUNERAL LEAVE

The City agrees to grant five (5) days off, without loss of pay, in the event of the death of an employee's mother, father, sister, brother, child, spouse, domestic partner, father-in-law, mother-in-law, grandparents or another relative with whom the employee is residing at the time of death. Said leave may be taken within ten (10) days of the death.

The special leave period shall be utilized within ten (10) days of the death of such persons and is for the sole purpose of arranging and attending funeral services. Upon exceptional circumstances, the ten (10) day period may be relaxed by the Chief of Police or his designee. Such special leave may be extended for good cause without pay at the discretion of the Chief of Police or his designee. The above shall not constitute sick leave and shall not be donated from the annual sick leave.

C. INJURY LEAVE

1. Injury leave shall be granted with full pay to employees disabled through injury or illness as a result of, or arising from, their respective employment.

2. **LIMITATION ON INJURY LEAVE**

At the discretion of the City, no injury leave shall exceed three hundred and sixty-five (365) days and such employee may be separated at the conclusion of such three hundred and sixty-five (365) days, subject to the rules and regulations of Civil Service.

D. **LIMITATIONS ON LEAVE**

No leave of absence or combination of leaves of absence for cause whatsoever, shall exceed one year. In case of continuous absence for more than one year, such employees so absent shall be automatically terminated from employment on the first anniversary date from first day upon which such absence began.

E. **ANNUAL MEDICAL CHECK-UP**

All policemen shall be encouraged to take part in an annual medical check-up. Such check-up shall include an EKG, and an HIV/Aids test to be given at a time and location designated by the Chief of Police. The cost of this annual medical check-up will be borne by the City. Such physical shall be scheduled to be taken no later than March 30 of each year. The annual check-up shall be conducted by each officer's own doctor and may include EKG and AIDS testing. All out of pocket costs shall be fully reimbursed by the City. The cost of this annual medical check-up will be borne by the City.

ARTICLE XII

SALARIES AND OVERTIME

A. SALARIES SCHEDULES A, B C, D & E

The annual base wage to be paid to employees covered by the Agreement shall be paid pursuant to Schedules A, B, C, D & E, either bi-weekly or semi-monthly, at the discretion of the City. Sergeants shall receive an annual base wage of six (6.0%) percent above that of the top patrolman's step on the wage guide. Lieutenants shall receive an annual base wage of four (4.0%) percent above that of a Sergeant. Captains shall receive an annual base wage of four (4.0%) percent above that of a Lieutenant.

B. SHIFT DIFFERENTIAL

There shall be a paid shift differential of \$.50 per hour for each hour worked on the midnight to 8 A.M. shift, and \$.40 per hour for each hour worked on the 4 P.M. to midnight shift.

C. WORK SCHEDULE

- a. The current forty (40) hour work week consisting of five (5) continuous eight (8) hours steady shifts with two consecutive eight (8) hour shifts off shall continue. It is agreed that salaries are based upon a 2080 hour work year and under the current schedule that employees will receive hour for hour comp time for all regularly scheduled hours in excess of same. Should there be a change in schedule, the City and the PBA agree that they will negotiate how any hours in excess of the 2080 hour work year will be compensated.

- b. After January 1, 2018 the Chief of Police and/or the Officer in Charge can implement the following rotating shift with ninety (90) days written notice in advance of the shift change to the PBA Local 77 by and through its designated Business Agent and its

President. There shall be three (3) shifts; each consisting of eight (8) hours. Shifts shall be 8 a.m. to 4 p.m., 4p.m. to Midnight, and Midnight to 8 a.m. Officers shall rotate forward between shifts every three (3) months. All Officers assigned to the Patrol Division shall follow this schedule. Each Officer and/or Supervisor will submit a bid preference based upon seniority order by rank for regular days off by November 1 of each calendar year for the next succeeding calendar year while this schedule remains in effect. Regular days off shall be assigned based upon the Officer's bid preference which is based upon seniority order by rank. Such bids and/or preferences shall be provided unless legitimate reasons for just cause are demonstrated by the Chief of Police and/or the Officer in Charge.

- c. Regardless of the schedule/shift as discussed in this Article, the Chief of Police and/or the Officer in Charge of the Police Department may make adjustments to meet staffing needs for legitimate reasons for good and just cause provided it is expressed in writing, and may move sworn personnel between shifts during the aforementioned three (3) month term and/or alter regular days off but said adjustment(s) can only be made once in any one (1) calendar year, unless otherwise mutually agreed. Unless a legitimate emergency exists, thirty (30) days written notice shall be given before a mid-term shift change or a change in regular days off pursuant to the above.
- d. The City shall maintain its managerial prerogative to change or modify the work schedule due to stated and expressed emergency needs, but only for the duration of the declared emergency and with reasonable notice to the PBA and the employee. Such declaration of an emergency must be consistent with applicable New Jersey Law.
- e. Officers, including Detectives and ranked officers, shall be permitted to mutually switch their shifts with another Officer of the same rank, unless an expressed reason is provided by Chief of Police or in his/her absence the Officer in Charge of the Police Department that the shift switch would be detrimental to the efficient operation of the Department. No request shall be unreasonably denied and any denial shall be for good and just cause.

- f. "Flex" scheduling shall be permitted provided it is mutually agreed to by the Chief of Police or in his/her absence the Officer in Charge of the Police Department and the Officer.
1. Certain specialty assignments shall be carved out of this schedule as it only pertains to Patrol. Such assignments shall be designated as Detectives, School Resource Officers, and any Officer above the rank of Sergeant.
 2. The Officer assigned to the position of detective shall work the following shifts:
Mon/Tue/Wed 12pm to 8p.m. and Thurs/Fri 8 a.m. to 4 p.m.
 3. Officer assigned to School Resource Officer shall be assigned to working 8a.m. to 4p.m.
 4. Officers assigned to Internal Affairs may be assigned to work 8a.m. to 4p.m. but will not necessarily be assigned to work from 8a.m. to 4p.m. depending upon caseload and the requirements of an investigation, but nevertheless will be a part of an eight (8) hour workday schedule.
- g. It is understood that each member of the Police Department shall be regularly scheduled to work eight (8) hours per day, forty (40) hours per week and 2,080 hours per year. All salaries shall be based upon an eight (8) hour per day, forty (40) hour per week and 2,080 hour per year equation.
- h. It is understood that regular days off are determined by the bidding process and seniority as stated above but the Chief of Police and/or the Officer in Charge can with just cause require Sergeants to be assigned to shifts regardless of seniority if special circumstances exist.
- i. It is specifically understood the above is applicable regardless of the shift/schedule implemented and each officer shall enjoy the emoluments of same.

D. **OVERTIME**

1. **DEFINITION**

Overtime shall consist of all hours in excess of eight (8) hours per day or forty (40) hours per week that are worked in addition to normal working hours of an eight (8) hour day, forty (40) hour work week and shall include any and all such hours spent on emergencies, training sessions, court appearances, court stand by, and in any other legitimate extra duty activities with no limitations.

2. All employees covered by this Agreement shall be paid time and one half computed on the basis of the employee's base salary for a forty (40) hour week. All overtime shall be ordered and approved by the respective officer in charge of the shift on duty and verified by the Sergeant of Police, subject to approval by the Chief of Police.

3. Overtime payment shall be made no later than the pay period which immediately follows the pay period in which the overtime was worked.

4. **CALL-BACK**

a. The City agrees that when any officer is called back for duty a minimum of two (2) hours will be paid. In the event an officer is called in on a scheduled day off, however, the minimum shall be three (3) hours of pay.

b. Assignments to any details authorized by the Chief of Police or his designee, shall be considered to be call-back time. If a detail or assignment is canceled, an employee shall be notified at least twenty-four (24) hours in advance of the assignment's starting time. In the event such twenty-four (24) hour notice is not possible, the employee shall be entitled to a minimum of two (2) hours overtime pay.

5. **COURT TIME**

The City agrees that when an officer is assigned to appear in court and his case/cases are postponed he will be paid a minimum of two (2) hours. In the event an officer is called in on a scheduled day off, however, the minimum shall be three (3) hours of pay.

6. **STANDBY TIME**

In the event an officer is on court standby, he shall receive a minimum of three (3) hours overtime pay or paid for all such time at the employee's overtime rate, whichever is greater if not provided with at least a twelve (12) hour notice that his attendance will not be required.

7. **COMPENSATORY TIME**

The City agrees that an officer has the choice of receiving either overtime pay or compensatory time.

E. **SEVERANCE OF EMPLOYMENT DURING NEGOTIATIONS**

Any employee who has his employment relationship with the City severed after the expiration date of an Agreement and during the pendency of negotiations for a successor agreement, shall be entitled to receive all retroactive increases and improvements in salary and benefits for the period of time from the expiration of the Agreement throughout his effective date of separation.

F. **NOTIFICATION OF SHIFT CHANGE**

Employees shall be notified at least forty-eight (48) hours in advance of any change of work schedule. If such notice is not provided an employee shall be paid at time and one-half (1 ½) for all such time worked. The PBA acknowledges that the City has the right to change shifts for reasons in accordance with established case law.

ARTICLE XIII
ACTING OFFICER

A. In the event that there shall be no Sergeant or higher ranking officer on duty at any time, it is understood that the most senior officer on duty will assume command responsibilities consistent with departmental rules, regulations and standard operating procedures.

B. The City reserves the right to prohibit an officer from assuming such command responsibilities for just cause. In that event, the next most senior officer would assume those responsibilities.

C. Any officer who shall act for and perform the duties of a senior ranking officer in the absence of such senior officer and who shall have performed the duties thereof for a period of thirty (30) aggregate days within a calendar year, shall thereafter be entitled to compensation appropriate to such senior rank for all time served working that senior rank capacity, beyond the thirty (30) days.

D. It is understood by the parties that a senior officer's regularly scheduled days off in a week shall not be counted towards the fulfillment of the thirty (30) day aggregate total even though an officer may assume the higher rank on those regularly scheduled days off.

E. Any officer performing the duties of a senior officer shall submit an OIC Pay Slip at the conclusion of that shift. Commencing with the 31st occurrence, such officer shall be compensated at the pay of the higher rank for all such subsequent occasions through the end of the calendar year. Such pay shall be included in the officer's next regular payroll check, subject to the normal payroll submission deadlines.

ARTICLE XIV

COLLEGE ALLOWANCE

A. The City and the PBA agree that the amount and quality of an employee's education often determines the value of his contribution to the community and the degree of proficiency with which he performs his duties. In order to provide an incentive to encourage the employees to achieve the advantages of higher education, the City agrees that each employee who earns academic credits for study in any institution of higher education which offers a college curriculum leading to, or creditable toward, an undergraduate baccalaureate or associate degree in Law Enforcement, Criminal Justice, Sociology, Police Science, Business/Personnel Management and/or Public Administration which is accredited by the New Jersey State Board of Higher Education, shall be paid a college allowance in the amount of fifty-five dollars (\$55.00) for each such credit for which a grade of "B" or higher has been awarded.

B. This shall be a one-time payment for each credit earned and shall be paid within thirty (30) days of the date of proof of the credit is presented to the City.

C. The City also agrees to pay the cost of necessary and required books each semester for which a grade of "B" or higher has been awarded. Payments for all credits attained shall commence on the first payday after receiving certification of the grade and credit obtained from the student. The City further agrees that an officer who achieves (1) an Associate Degree in any program specified in Section A above shall receive, in addition to his regular base pay, an additional six hundred dollars (\$600.00) per annum, or (2) achieves a Baccalaureate Degree in any program specified in Section A above shall receive twelve hundred dollars (\$1,200.00) per annum in addition to his regular base pay. It shall be due and payable on the one-year anniversary date of the award. Such degree shall be from an accredited institution by the New Jersey State Board of Education.

D. It is agreed that employees hired subsequent to January 1, 1996, shall not be entitled to receive the college degree allowance as per Paragraph C above until he/she has completed 3 years of employment. Commencing the employee's fourth year of employment, he/she shall receive the allowance if so entitled.

E. All such college degrees and/or college credit allowances shall be included in an employee's base salary for overtime calculation.

ARTICLE XV

HOSPITALIZATION INSURANCE

A. MEDICAL

Effective May 1, 2009, the City, at their sole expense, agrees to provide to each employee and his/her eligible dependents hospitalization insurance as set forth under the New Jersey State Health Benefits Program. In the event the City changes carriers and/or plans, it is agreed that the level of benefits and coverages shall be at least duplicated if not improved from those benefits and coverages set for under the New Jersey State Health Benefits Programs in effect upon the execution of this Agreement. Employees will be responsible for paying the co-payments established by this plan.

B. PRESCRIPTION

Effective May 1, 2009, the City, at their sole expense, agrees to provide to each employee and his/her eligible dependents the prescription plan as set forth under the New Jersey State Health Benefits Program. Employees will be responsible for paying the co-payments established by this Plan. In the event the City changes carriers and/or plans, it is agreed that the level of benefits and coverages shall be at least duplicated if not improved from those benefits and coverages set for under New Jersey State Health Benefits Program as in effect upon the execution of this Agreement.

C. DENTAL AND OPTICAL

Each officer shall be entitled to the dental plan and optical plan in effect at the time of the signing of this Agreement. Orthodontic coverage shall also include adults. It is the understanding of the parties that these plans are the equivalent of plans provided other employees of the City.

D. EMPLOYEE CONTRIBUTIONS

Employees shall be required to contribute to the costs of the Health Insurance Plan as may be mandated by law, including P.L. 2011, Chapter 78 and shall replace and not be in addition to any other contribution. Such payments shall be withheld in equal installments throughout the year from an employee's pay checks. The City shall establish and adopt a Section 125 Plan so that such contributions would be "pre-tax". Such Plan shall include a Flexible Spending Account (FSA).

E. **DISABILITY PLAN**

Effective January 1, 1995, the City agrees to provide disability insurance for each employee through the State of New Jersey Plan if such coverage is possible. If such coverage is not possible, then the City shall reimburse any employee purchasing his own disability insurance an annual amount equal to what the City would pay for such coverage in the State Plan if this plan would be available to the employee. Employees electing not to purchase disability insurance for themselves shall not be entitled to any equivalent payment.

F. **RETIREES**

Health insurance shall be provided by the City for those individual employees who retire pursuant to Civil Service rules and regulations who were employed on the date of the signing of this Agreement and who are not otherwise covered by health insurance provided pursuant to statute by the State of New Jersey. Any employee hired subsequent to January 1, 1993, shall not be entitled to health insurance paid for by the City upon their retirement.

ARTICLE XVI
CLOTHING ALLOWANCE

A. **DETECTIVES (PLAIN CLOTHES)**

In addition to any other benefits under this Agreement, every Detective shall be entitled to an annual allowance for the cleaning and maintenance of his clothing and uniforms in the sum of eight hundred dollars (\$800.00). The said allowance shall be paid in November of each year. It is understood that this allowance is not for the purchase or replacement of uniforms or clothing, but is for the cleaning and maintenance of same. Such annual allowance shall be pro-rated in any year in which a detective serves in that capacity for less than one (1) full year.

B. **UNIFORMED OFFICERS CLEANING**

Effective no later than March 1, 1006, the City shall select and designate a local cleaner which may be utilized by officers for the cleaning of their uniforms. The costs for the cleaning shall be borne by the City who shall develop a payment arrangement directly with said cleaner. It is agreed that only official Egg Harbor City uniforms will be eligible for this cleaning.

C. **ISSUANCE/REPLACEMENT OF UNIFORMS**

It is agreed that no later than October 1 of each year, the City will distribute uniform inventory sheets, which will be returned by October 15. No later than November 1 of each year, inspections of unserviceable uniforms will be conducted at the discretion of the Chief and/or his designee. Approved replacement uniforms shall be ordered by January 1.

Each officer will have four (4) sets of serviceable and acceptable Class B uniforms and one (1) serviceable and acceptable Class A uniform. The City further agrees to continue to purchase and provide uniforms for all employees, as needed. Employees required/requested to be present for uniform fittings outside of their normal workday shall receive one (1) hour of overtime pay.

To order mid-year replacement uniforms: A Uniform Inventory/Order Form will be completed for the requested item(s). At his discretion, the Chief and/or his designee will inspect the item requested to be replaced and advise the officer in writing if the requested uniform item(s) will be replaced and if the officer is to return the replaced uniform item(s) to the police department.

This same procedure shall be used when replacing equipment that has outlived its shelf life (i.e. Body armor) or has been damaged in the line of duty.

Lost or misplaced items are not the responsibility of the City for replacement unless the item was lost during the performance of duty.

The City may add additional uniforms or uniform items or may eliminate uniform or uniform items at its sole discretion.

It is agreed that any uniforms or equipment required by the City will be issued and maintained by the City.

ARTICLE XVIII

CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT

All conditions not covered by this Agreement shall continue to be governed, controlled and interpreted by reference to the City Charter, Ordinance Rules and Regulations of the Police Department of the City, Rules and Regulations of the New Jersey Civil Service Commission, Laws of the State of New Jersey and the Constitution of the United States of America. Any present or past benefits which are enjoyed by the employees covered by the Agreement that have not been included in this contract shall be continued.

ARTICLE XVIII

SAVINGS CLAUSE AND PAY DEDUCTION

- A. In the event that any proposition of this Agreement shall be finally determined to be in violation of any State or Civil Service Law or regulation, such determination shall not impair the validity or enforceability of the remaining provisions of this Agreement.

- B. In the event that any provision of this Agreement conflicts with any City ordinance, such ordinance shall be rescinded, repealed, or amended by the City Council to conform to the terms of this Agreement.

- C. Savings account or bonds shall be taken out of an employee's pay upon written request.

ARTICLE XIX

MISCELLANEOUS PROVISIONS

A. **LEXINGTON PLAN**

Effective as of 1996, the Lexington Plan shall be discontinued for all officers with the exception of detectives. In the event the City decides to re-institute the Plan, the City shall notify the PBA and negotiations shall be reopened. It is agreed if the Plan is reinstated, all officers living within the City of Egg Harbor City shall be treated in an equal manner.

B. **HAZARDOUS DUTY PAY**

The City will make a good faith attempt to continue the current practice/policy regarding the number of officers assigned and working each shift. The PBA reserves the option to reopen negotiations during the month of December, regarding Hazardous Duty Pay only if problems arise during the year regarding the number of officers assigned and working each shift.

ARTICLE XX

DURATION OF AGREEMENT

A. This Agreement shall be effective as of January 1, 2017 and shall continue in effect until midnight, December 31, 2021, then this Agreement shall continue in full and effect until a successor agreement is executed. Negotiations for a successor agreement shall be in accordance with the rules of the Public Employment Relations Commission.

B. The parties agree that negotiations for a successor agreement and modifying, amending, or altering the items and provisions of this Agreement shall commence no later than one hundred and twenty (120) days prior to the date on which this collective bargaining agreement is to expire. At least three (3) negotiation sessions must take place before either party can file for Interest Arbitration with the Public Employment Relations Commission (PERC). The terms of this Agreement and all practices shall remain in full force and effect until said successor agreement is reached.

By this Agreement, the parties state their intent and in witness whereof, the parties hereto have hereunto set their hands at the City of Egg Harbor, County of Atlantic, New Jersey on this

20th day of December, 2017.

CITY OF EGG HARBOR

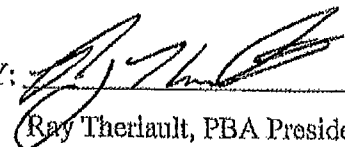
A Municipal Corporation

BY: 

Lisa Iannipetti, Mayor

NEW JERSEY STATE PBA LOCAL #77

(Egg Harbor City)

BY:  12-15-17

Ray Theriault, PBA President

ATTEST: 

Ed Dennis, Council President

SALARY SCHEDULES A, B, C, D & E – 2017-2021

The 2017-2021 Salary Schedules are attached hereto.

SALARY SCHEDULE A

2017

Academy	\$33,500
Step 1	37,200
Step 2	40,400
Step 3	43,600
Step 4	46,800
Step 5	50,000
Step 6	53,200
Step 7	56,400
Step 8	59,600
Step 9	62,800
Step 10	66,000
Step 11	70,000
Step 12	73,800
Step 13	77,600
Step 14	81,400
Step 15	85,200
Step 16	89,000
Step 17	92,800
Step 18	96,500
Sergeant	102,290.00
Lieutenant	106,381.60
Captain	110,636.86

Effective January 1, 2017, all officers will move laterally on January 1st and advance a step on their anniversary date. No officer shall make less than his salary on December 31, 2016.

SALARY SCHEDULE B

2018

Academy	\$33,500
Step 1	37,200
Step 2	40,400
Step 3	43,600
Step 4	46,800
Step 5	50,000
Step 6	53,200
Step 7	56,400
Step 8	59,600
Step 9	62,800
Step 10	66,000
Step 11	70,000
Step 12	73,800
Step 13	77,900
Step 14	82,000
Step 15	86,100
Step 16	90,200
Step 17	94,300
Step 18	97,706.25
Sergeant	103,568.63
Lieutenant	107,711.37
Captain	112,019.82

Step Movement - All officers will move laterally on January 1st and advance a step on their anniversary date.

SALARY SCHEDULE C

2019

Academy	\$33,500
Step 1	37,200
Step 2	40,400
Step 3	43,600
Step 4	46,800
Step 5	50,000
Step 6	53,200
Step 7	56,400
Step 8	59,600
Step 9	62,800
Step 10	66,000
Step 11	70,000
Step 12	73,800
Step 13	78,100
Step 14	82,400
Step 15	86,700
Step 16	91,000
Step 17	95,300
Step 18	98,927.58
Sergeant	104,863.23
Lieutenant	109,057.76
Captain	113,420.07

Step Movement - All officers will move laterally on January 1st and advance a step on their anniversary date.

SALARY SCHEDULE D

2020

Academy	\$33,500
Step 1	37,200
Step 2	40,400
Step 3	43,600
Step 4	46,800
Step 5	50,000
Step 6	53,200
Step 7	56,400
Step 8	59,600
Step 9	62,800
Step 10	66,000
Step 11	70,000
Step 12	73,800
Step 13	78,300
Step 14	82,800
Step 15	87,300
Step 16	91,800
Step 17	96,300
Step 18	100,164.17
Sergeant	106,174.02
Lieutenant	110,420.98
Captain	114,837.82

Step Movement - All officers will move laterally on January 1st and advance a step on their anniversary date.

SALARY SCHEDULE E

2021

Academy	\$33,500
Step 1	37,200
Step 2	40,400
Step 3	43,600
Step 4	46,800
Step 5	50,000
Step 6	53,200
Step 7	56,400
Step 8	59,600
Step 9	62,800
Step 10	66,000
Step 11	70,000
Step 12	73,800
Step 13	78,500
Step 14	83,200
Step 15	87,900
Step 16	92,600
Step 17	97,300
Step 18	101,416.23
Sergeant	107,501.20
Lieutenant	111,801.25
Captain	116,273.30

Step Movement - All officers will move laterally on January 1st and advance a step on their anniversary date.