

**AGREEMENT** By and Between

**CITY OF EGG HARBOR**

A Municipal Corporation of  
The State of New Jersey

and

**NEW JERSEY STATE POLICEMEN'S  
BENEVOLENT ASSOCIATION, INC.  
MAINLAND LOCAL NO. 77**

JANUARY 1, 2008 THROUGH DECEMBER 31, 2012

Prepared By:

**LOCCKE CORREIA SCHLAGER LIMSKY & BUKOSKY**  
24 Salem Street.  
Hackensack, New Jersey 08601  
201-488-0880

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	AGREEMENT .....	3
I	PURPOSE.....	4
II	EMPLOYEE REPRESENTATION.....	5
III	GRIEVANCE PROCEDURE.....	6
IV	NON-DISCRIMINATION.....	9
V	BULLETIN BOARD.....	10
VI	MANAGEMENT RIGHTS.....	11
VII	STRIKES.....	12
VIII	POLICEMEN'S RIGHTS.....	13
IX	HOLIDAYS AND PERSONAL LEAVE.....	17
X	VACATIONS.....	17
XI	LEAVES OF ABSENCE.....	19
XII	SALARIES AND OVERTIME.....	25
XIII	ACTING OFFICER .....	29
XIV	COLLEGE ALLOWANCE.....	30
XV	HOSPITALIZATION INSURANCE.....	32
XVI	CLOTHING ALLOWANCE.....	34
XVII	CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT.....	35
XVIII	SAVINGS CLAUSE AND PAY D EDUCATION .....	36
XIX	MISCELLANEOUS PROVISIONS.....	37
XX	DURATION OF AGREEMENT .....	38

**AGREEMENT**

**AGREEMENT, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2008,** 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.

Date: August 26, 2008

PBA: \_\_\_\_\_

City:

**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.

Date: August 26, 2008

PBA: \_\_\_\_\_

City:

**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.

Date: August 26, 2008

PBA: \_\_\_\_\_

City:

**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 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 ten (10) 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 ten (10) day discussion period, the grievance may be moved to Step One within **ten (10)** days of the last date of the ten (10) day informal discussion period.

**STEP 1 -** All grievances by an employee and responses thereto by the City shall be in writing and submitted to the Grievance Committee within **ten (10)** days of this occurrence or the knowledge of its occurrence. PBA #77 shall appoint an Association Grievance Committee hereinafter referred to as the "Committee," and the Committee shall receive, screen, and process all grievances within **ten (10)**

Date: August 26, 2008

PBA: \_\_\_\_\_

City:

days of written receipt. The processing of grievances shall take place without discrimination and irrespective of membership in, or affiliation with PBA #77.

**STEP 2** - The Committee shall within **ten (10)** days after screening and acceptance, submit grievances to the Chief of Police for resolution. The Chief of Police must render a decision within **ten (10)** working days of the receipt of the grievance in writing.

**STEP 3** - In the event that the parties are unable to resolve the grievance in the second step, either party may, within **ten (10)** working days, refer the grievance to the Business Administrator for resolution. The Business Administrator must render a decision within **ten (10)** working days of receipt of the grievance in writing.

**STEP 4** - In the event the grievance is not resolved at the third step, either party may refer the grievance, within **ten (10)** working days, to the City Council for resolution. The City Council must render a decision within **ten (10)** working days **following the first Council meeting afer receipt of the grievance.**

**STEP 5** - In the event the grievance is not resolved at the fourth step, 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 within ten (10) working days of receipt of decision in Step 4 that is moving a grievance to arbitration and request that a list of arbitrators be furnished to the City and the PBA. **The parties may mutually agree to waive all steps and proceed directly to Step 5. This must be in writing.**

Date: August 26, 2008

PBA: \_\_\_\_\_

City:

If the City and PBA cannot mutually agree to a satisfactory arbitrator within thirty (30) working days after receipt of the list from the Public Employment Relations Commission, the Commission shall select an arbitrator. 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.

Date: August 26, 2008

PBA: \_\_\_\_\_

City:



**ARTICLE IV**

**NON DISCRIMINATION**

**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. The Association or any of its agents shall not intimidate or coerce Employees into members.**

**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.**

**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.**

Date: August 26, 2008

PBA: \_\_\_\_\_

City:

**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.

Date: August 26, 2008

PBA: \_\_\_\_\_

City:

**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 impact 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 their affiliation in PBA #77.

Date: August 26, 2008

PBA: \_\_\_\_\_

City:

**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.

Date: August 26, 2008

PBA: \_\_\_\_\_

City:

**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 State Policemen's Benevolent Association.**

Date: August 26, 2008

PBA: \_\_\_\_\_

City:

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**

Date: August 26, 2008

PBA: \_\_\_\_\_

City:

**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 1<sup>st</sup> 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.**

Date: August 26, 2008

PBA: \_\_\_\_\_

City:

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.

Date: August 26, 2008

PBA: \_\_\_\_\_

City:



**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 his 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 2nd year through the 5th year: 12 working days per year

Beginning the 6th year through the 12th year: 15 working days per year

Beginning the 13th year through retirement: 20 working days per year

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

Date: August 26, 2008

PBA: \_\_\_\_\_

City:

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.

Date: August 26, 2008

PBA: \_\_\_\_\_

City:

**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 three (3) 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.

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) working 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

Date: August 26, 2008

PBA: \_\_\_\_\_

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 (Jan.-Mar., Apr.-Jun, Jul.-Sep. and Oct.-Dec.), 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**

Date: August 26, 2008

PBA: \_\_\_\_\_

City:

**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**

Date: August 26, 2008

PBA: \_\_\_\_\_

City:

**employee's absence from work for 60 or more work 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 work 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 employee'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.**

Date: August 26, 2008

PBA: \_\_\_\_\_

City:

**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. FUNERAL LEAVE**

1. Special leave of absence with pay up to a maximum of three (3) days shall be granted to any employee in case of death within the employee's immediate family. Two (2) additional days may be granted with pay in case of death within the employee's immediate family at the discretion of the Chief of Police.

2. The term "immediate family" shall include only father, mother, stepfather/mother, father/mother-in-law, brother-in-law, sister-in-law, grandparents, sister, brother, spouse **or domestic partner**, child, **step child** or foster child of an employee, and relatives residing in the employee's household.

3. 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. Such special leave may be extended for good cause without pay at the discretion of the Chief of Police. The above shall not constitute sick leave and shall not be deducted from annual sick leave.

Date: August 26, 2008

PBA: \_\_\_\_\_

City:

C. INJURY LEAVE

1. Injury leaves 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. *"including 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.

Date: August 26, 2008

PBA: \_\_\_\_\_

City:



## ARTICLE XII

### SALARIES AND OVERTIME

#### A. SALARIES - Schedule A

The annual base wage to be paid to employees covered by this Agreement shall be paid pursuant to Schedules A and B, 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) hour steady shifts shall be continued.**

**b. Shifts shall be determined by bid on an annual basis by seniority for all officers after their first two (2) years of employment with the Department.**

**1. Officers with less than two (2) years of service with the City may be assigned at the discretion of the Chief.**

**2. Further, the Police Chief, at his/her discretion, may assign an officer**

Date: August 26, 2008

PBA: \_\_\_\_\_

City:

**to another shift for a maximum of ninety (90) days for just, staffing needs, or any other police related issue provided it is expressed in writing, provided the officer is given thirty (30) days notice. Upon the end of the ninety (90) day tour, the officer shall be returned to their regular shift for a period of at least thirty (30) days.**

**3. The City shall maintain their 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 employees.**

**c. 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 the Police Chief that the shift would be detrimental to the efficient operation of the Department. No reasonable request shall be denied.**

**d. "Flex" scheduling shall be permitted provided it is mutually agreed to by the Police Chief and the Officer.**

**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.

Date: August 26, 2008

PBA: \_\_\_\_\_

City:

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

Date: August 26, 2008

PBA: \_\_\_\_\_

City:

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

Except as provided for in the Settlement Agreement dated 12/12/00, 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 (1½) 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.

Date: August 26, 2008

PBA: \_\_\_\_\_

City:

**ARTICLE XIII**

**ACTING OFFICER**

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. 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. 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. 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. 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.

Date: August 26, 2008

PBA: \_\_\_\_\_

City:

**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, 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 the 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 Law Enforcement shall receive, in addition to his regular base pay, and additional six (\$600.00) per annum, or (2) achieves a Baccalaureate Degree in Law Enforcement shall receive twelve hundred dollars (\$1,200.00) per annum in addition to his regular base pay. It shall be due and

Date: August 26, 2008

PBA: \_\_\_\_\_

City:

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.

Date: August 26, 2008

PBA: \_\_\_\_\_

City:

**ARTICLE XV**

**HOSPITALIZATION INSURANCE**

A. MEDICAL

The City agrees to provide at no cost to the employee a Hospitalization/Major Medical insurance plan to each employee and his/her eligible dependents, excluding doctor visit co-pays which are not reimbursable. In the event the City changes carriers and/or plans, it is agreed that the level of benefits and coverages to be at least duplicated if not improved from those benefits and coverages set forth under Horizon Blue Cross/Blue Shield of New Jersey (Blue Card PPO) as in effect upon the execution of this Agreement.

B. DENTAL, PRESCRIPTION AND OPTICAL

Each officer shall be entitled to the dental plan, prescription 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. It is agreed that as soon as practical after the signing of this Agreement, the prescription plan shall be a \$10.00/\$20.00 co-pay plan which is not reimbursable.

C. 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.

Date: August 26, 2008

PBA: \_\_\_\_\_

City:



D. 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.

Date: August 26, 2008

PBA: \_\_\_\_\_

City:

**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 \$800. 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.

B. UNIFORMED OFFICERS CLEANING

Effective no later than March 1, 1996, 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 eligible for this cleaning.

C. ISSUANCE/REPLACEMENT OF UNIFORMS

It is agreed that no later than March 1, 1996, the City will hold an inspection of uniforms and will take and place orders for necessary replacements in order to provide each officer with four (4) sets of serviceable and acceptable uniforms. 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.

Date: August 26, 2008

PBA: \_\_\_\_\_

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 this Agreement that have not been included in this contract shall be continued.

Date: August 26, 2008

PBA: \_\_\_\_\_

City:

**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.

Date: August 26, 2008

PBA: \_\_\_\_\_

City:

**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 re-open 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.

Date: August 26, 2008

PBA: \_\_\_\_\_

City:

ARTICLE XX

DURATION OF AGREEMENT

A. **THIS AGREEMENT** shall be effective as of January 1, 2008 and shall continue in effect until midnight, December 31, 2012, **then this Agreement shall continue in full Department 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 terms 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 \_\_\_\_\_ day of \_\_\_\_\_, 2008.

CITY OF EGG HARBOR  
A Municipal Corporation

NEW JERSEY STATE PBA LOCAL #77

BY: \_\_\_\_\_  
Joseph Kuehner Jr., Mayor

BY: \_\_\_\_\_  
PBA President

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Date: August 26, 2008

PBA: \_\_\_\_\_

City: \_\_\_\_\_

**SCHEDULE A**

	<b><u>2008</u></b>	<b><u>2009</u></b>	<b><u>2010</u></b>	<b><u>2011</u></b>	<b><u>2012</u></b>
Captain	\$87,730	\$91,152	\$94,251	\$97,314	\$100,720
Lieutenant	\$84,356	\$87,646	\$90,626	\$93,571	\$96,846
Sergeant	\$81,112	\$84,275	\$87,140	\$89,972	\$93,121
Step 10	\$76,520	\$79,505	\$82,208	\$84,880	\$87,850
Step 9	\$71,591	\$74,383	\$76,912	\$79,411	\$82,191
Step 8	\$66,661	\$69,260	\$71,615	\$73,943	\$76,531
Step 7	\$61,731	\$64,138	\$66,319	\$68,474	\$70,871
Step 6	\$56,801	\$59,016	\$61,023	\$63,006	\$65,211
Step 5	\$51,871	\$53,894	\$55,727	\$57,538	\$59,551
Step 4	\$46,941	\$48,772	\$50,430	\$52,069	\$53,892
Step 3	\$42,011	\$43,650	\$45,134	\$46,601	\$48,232
Step 2	\$37,082	\$38,528	\$39,838	\$41,132	\$42,572
Probation	\$32,152	\$33,406	\$34,541	\$35,664	\$36,912
Academy	\$27,222	\$28,283	\$29,245	\$30,196	\$31,252

The Academy Step shall be for the first six (6) months of employment followed by six (6) months at the Probation Step. All officers employed at the execution of this Agreement shall be placed on the Wage Guide as shown in Schedule B below. At no time can an officer be placed on a step whereby he/she would make less in compensation than they are currently earning.

All step movement for officers currently employed shall occur on January 1<sup>st</sup> of each year of this contract term. Effective January 1, 2013, all officers will move laterally on January 1<sup>st</sup> and advance a step on their anniversary date. All officers hired after the execution date of this Agreement will proceed according to the Wage Guide moving laterally on January 1<sup>st</sup> and advance a step on their anniversary date.

Date: August 26, 2008

PBA: \_\_\_\_\_

City:

**SCHEDULE B**

	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>
<b><u>Name</u></b>	<b><u>Wages</u></b>	<b><u>Wages</u></b>	<b><u>Wages</u></b>	<b><u>Wages</u></b>	<b><u>Wages</u></b>
McColgan, John Capt.	\$87,730	\$91,152	\$94,251	\$97,314	\$100,720
Kramer, Richard Lt.	\$84,356	\$87,646	\$90,626	\$93,571	\$96,846
Solomon, Elwood Sgt	\$81,112	\$84,275	\$87,140	\$89,972	\$93,121
Baldwin, Charles, Sgt.	\$81,112	\$84,275	\$87,140	\$89,972	\$93,121
Cantz, Richard Sgt.	\$81,112	\$84,275	\$87,140	\$89,972	\$93,121
Luko, Mike	\$76,520	\$79,505	\$82,208	\$84,880	\$87,850
Aldridge, Dave	\$71,591	\$74,383	\$76,912	\$79,411	\$87,850
Hurley, Jennifer	\$66,661	\$69,260	\$71,615	\$79,411	\$87,850
Hadley, Steven	\$66,661	\$69,260	\$71,615	\$79,411	\$87,850
Ripley, Ryan	\$51,871	\$53,894	\$55,727	\$63,006	\$70,871
Landicini, Matt	\$51,871	\$53,894	\$55,727	\$63,006	\$70,871
McKenna, Brian	\$46,941	\$48,772	\$55,727	\$63,006	\$70,871
Hutton, Dillon	\$46,941	\$48,772	\$55,727	\$63,006	\$70,871
Remon Soliman	\$37,082	\$43,650	\$50,430	\$57,538	\$65,211
Marcella Aylwin	\$37,082	\$43,650	\$50,430	\$57,538	\$65,211
Zachary Perna	\$37,082	\$43,650	\$50,430	\$57,538	\$65,211

Date: August 26, 2008

PBA: \_\_\_\_\_

City:



## MEMORANDUM OF AGREEMENT

This Agreement is reached between the Collective Bargaining Negotiation Committee of Mainland PBA Local No. 77 - Egg Harbor City ("PBA") and City of Egg Harbor ("City"), for the purpose of achieving a comprehensive settlement for the Employer's proposed change in health care providers: The terms of this Agreement are subject to approval and adoption by the City and ratification by the PBA rank and file, as well as approval by the Executive Board of Mainland PBA Local No. 77. The terms of this Agreement are set forth below and said terms are to be effective upon the execution of this document and shall be added to the current collective bargaining agreement

### 1. 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 to be at least duplicated if not improved from those benefits and coverages set forth under New Jersey State Health Benefits Program as in effect upon the execution of this Agreement. **Employees will be responsible for paying the co-payments established by this plan.** ~~Set~~

#### 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 to be at least duplicated if not improved from those benefits and coverages set forth under New Jersey State Health Benefits Program as in effect upon the execution of this Agreement.

#### C. DENTAL AND OPTICAL

Terms unchanged, see current contract.

#### D. DISABILITY PLAN

Terms unchanged, see current contract

#### E. RETIREEES

Terms unchanged, see current contract

### 2. Article XII - Salary and Overtime

#### A. Base Salary

Effective January 1, 2013, the annual base salary shall be increased across-the-board, at all steps and rank, by 3.75% over the base salary established for 2012. The resulting wage guide is shown in Schedule A below. Employees of the City shall be paid either bi-weekly or semi-monthly, at the discretion of the City.

Memorandum Date: March 19, 2009

**SCHEDULE A**

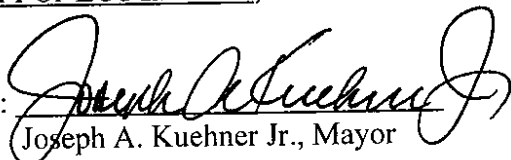
Captain	\$104,497
Lieutenant	\$100,478
Sergeant	\$96,614
Step 10	\$91,145
Step 9	\$85,273
Step 8	\$79,401
Step 7	\$73,529
Step 6	\$67,657
Step 5	\$61,785
Step 4	\$55,913
Step 3	\$50,041
Step 2	\$44,168
Probation	\$38,296
Academy	\$32,424


3. **Article XX - Duration of Agreement**

- A. This Agreement shall be effective upon execution and shall be appended to the current 2008-2012 collective bargaining agreement. The terms of the current Contract and this Agreement shall remain in full force and effect until December 31, 2013 and thereafter shall continue in full force and effect until a successor agreement is executed.


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 15 day of April, 2009.

**CITY OF EGG HARBOR,**

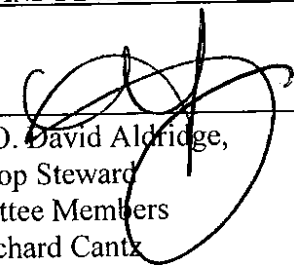
By:   
Joseph A. Kuehner Jr., Mayor

By:   
Tom Henshaw, City Administrator

**MAINLAND PBA LOCAL NO. 77**

By:  4-15-09  
Reynold Theriault,  
President PBA Local No. 77

**MAINLAND PBA LOCAL NO. 77 - EGG HARBOR UNIT,**

By:   
P.O. David Aldridge,  
Shop Steward  
Committee Members  
Sgt. Richard Cantz  
Lt. Richard Kramer

C:\Documents and Settings\Owner\My Documents\WPDOCS\MOA 2013 FINAL2 Egg Harbor 77.wpd