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**A G R E E M E N T**

**between the**

**PBA LOCAL #59**

**and the**

**THE BOROUGH OF WILDWOOD CREST**

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January 1, 1995 through December 31, 1997

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**SCHAFFER, PLOTKIN & WALDMAN**

**A Professional Labor Relations Corporation**

**By: MYRON PLOTKIN**

**P.O. Box 100**

**Leeds Point, New Jersey 08220**

**609-652-3838 FAX: 609-652-7994**

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PREAMBLE

THIS AGREEMENT entered into this 5<sup>th</sup> day of DECEMBER, 1994 by and between the BOROUGH OF WILDWOOD CREST, hereinafter referred to as "Employer," and PBA LOCAL 59, hereinafter called the "PBA," acting for the Wildwood Crest Police Force, hereinafter referred to as "Employee."

WITNESSETH:

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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ARTICLE I

ASSOCIATION RECOGNITION

A. The Borough hereby recognizes the PBA as the sole and exclusive representative of all police officers, which includes patrolmen, detectives and other members of the Police Force below the rank of Chief, covered under this Agreement, for the purpose of bargaining with respect to rates of pay, wages, hours of work and other working conditions.

B. The title "police officer" shall be defined to include the plural as well as the singular and to include males and females, but shall be limited to permanent, non-seasonal, members of the police force, other than full-time dispatchers.

ARTICLE II

LEGAL REFERENCE

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

9  
10 B. If any provision of this Agreement or any application of  
11 this Agreement to any employees or group of employees is held to  
12 be contrary to law, then such provisions and application shall  
13 not be deemed valid and subsisting except to the extent  
14 permitted by law. All other provisions and applications  
15 contained herein shall continue in full force and effect. In  
16 the event any provision as aforesaid is deemed to be invalid,  
17 then the parties agree to meet immediately for the purpose of  
18 negotiating a provision to replace said invalid provision.

19 C. The provisions of the Agreement shall be subject to and  
20 subordinate to and shall not annul or modify existing applicable  
21 provisions of Federal, State and Local Laws, except as such  
22 particular provisions of this Agreement modify existing Local  
23 Law, it being understood and agreed that the employees are  
24 subject to the Police Ordinance of the Borough of Wildwood Crest  
25 and this Agreement is not to be construed as to alter said  
26 ordinance nor in any way be a commitment to alter said  
27 ordinance.  
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ARTICLE III  
MAINTENANCE OF STANDARDS

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





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ARTICLE V

RETENTION OF CIVIL RIGHTS

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

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ARTICLE VI

RETIREMENT

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

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

C. In the event a retired employee, or an employee who has completed twenty-five (25) years of service, dies before his/her spouse, the spouse shall continue to be eligible as a dependent under the medical benefits package plan, but shall be terminated upon remarriage. Children of the deceased retired employee shall be eligible as a dependent until said child reaches age twenty-three (23) and students to age twenty-five (25).

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

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ARTICLE VII  
EXTRA CONTRACT AGREEMENT

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

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ARTICLE VIII  
LEAVE OF ABSENCE

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

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

1  
2 ARTICLE IX

3 WORK WEEK AND OVERTIME

4 A. Work Week

5 The present working week of forty-two (42) hours shall  
6 continue in effect.  
7

8 B. Overtime

9  
10 1. If an employee is required to work longer than his/her  
11 scheduled tour of duty, he will be paid at the rate of time and  
12 one-half for each hour worked.

13 2. Overtime shall be distributed as equitably as possible  
14 and all permanent employees shall be expected to work a  
15 reasonable amount of overtime when requested by the Borough.  
16 When the Borough assigns overtime, the permanent employees shall  
17 have preference over temporary or seasonal employees.

18  
19 3. Employees shall have their choice of receiving cash at  
20 the rate of time and one-half for each overtime hour worked, or  
21 for compensatory time off at the rate of time and one-half for  
22 each overtime hour worked, provided the approval of the Chief is  
23 obtained for any such compensatory time and so long as any such  
24 compensatory time is not in violation of the Federal Minimum  
25 Wage and Hour Law. Such request for compensatory time off shall  
26 be granted on a uniform basis with standard rules and  
27 regulations applying to all employees who make this request. It  
28 is agreed that between June 15 and Labor Day each officer shall

1 be allowed to exhaust up to sixteen (16) hours of earned  
2 compensatory time at the discretion of the Chief of Police.  
3 Such requests shall not be unreasonably or arbitrarily denied.  
4 All requests are to be made in writing not more than thirty (30)  
5 days prior to the time requested and all requests must be either  
6 approved or disapproved within seventy-two (72) hours of the  
7 request.

8  
9 C. Call Back

10 If an employee is recalled to duty, he will be paid at the  
11 rate of time and one-half with a minimum of four (4) hours  
12 overtime, but an employee who remains on duty at the conclusion  
13 of a regular tour of duty, or is called into duty immediately  
14 prior to the start of his/her regular tour of duty, will not be  
15 entitled to any minimum amount of overtime pay.

16  
17 D. Court Time

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

20  
21 E. Stand By

22 When an employee is required to stand by at his/her  
23 residence, he shall be compensated for such stand-by time at  
24 his/her regular rate of pay.  
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F. Sell Back of Compensatory Time 1. An employee may sell back to the Borough four (4) days of compensatory time. Notification of this pay option is to be given to the Treasurer's Office no later than November 1st of the previous year. Payment will be in a lump sum on a regular payday of the employee's option. Sell back of additional days may be granted by the Borough based upon the Borough's ability to pay as certified by the Chief Financial Officer. The procedure for requesting payment for these additional days shall be the same procedure as for the first four (4) days.

2. Each officer shall be entitled to utilize up to sixteen (16) hours of compensatory time between June 15 and Labor Day of each calendar year subject to the approval of the Chief.

G. Meetings

Two (2) Departmental meetings may be called per year by the Chief anytime the need arises, to be paid in straight compensatory time. Any additional meetings will be paid at a rate of time and one-half.

ARTICLE X

VACATIONS

A. Annual vacations shall be granted as follows:

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

B. Vacations shall be taken for seniority, and including Memorial Day weekend. Men 10 p.m. Friday to 11:59 p.m. Monday which encompass the major holidays stmas and New Year's Day shall members of the individual squad in 1st Year - 1 day for each month called from his/her vacation 2nd yr thru 6th yr = 12 days worked emergency. All vacations must be 7th yr " 12th yr = 15 days police or his/her 13th yr " 18th yr = 20 days 14th yr " 25 days

*"Light Duty"*  
*"answering phone,"*  
*filling paperwork*  
*"asked him to come"*

C. Vacations and Holidays shall be taken as outlined in Article X and Article XI and shall be chosen in two (2) steps. Step 1



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will include all Vacation, then Holidays, to be taken from the Monday after January 1st through June 15th, excluding Memorial Day weekend. Step 2 will include remaining Vacation, then Holidays, to be taken from the day after Labor Day through the Sunday after January 1st. Vacations will be chosen first, by grade, then seniority, after which time time Holidays will be chosen through the same process. It will be the responsibility of the Squad Sergeant, or his/her designee, to ensure that time remaining for the Squad after Step 1 is completed, does not exceed the amount of calendar time available for Step 2. Deadlines for each step to be submitted to the Chief of Police shall be determined on a yearly basis by the Chief or his/her designee.

ARTICLE XI

HOLIDAYS

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

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

1 ARTICLE XII

2 SICK LEAVE

3  
4 A. If an employee is incapacitated in the line of duty and is  
5 unable to work because of an injury received in the line of  
6 duty, he shall be entitled to injury leave with full pay during  
7 the period in which he is unable to perform his/her duties, as  
8 certified by the employee's own doctor. The Borough is to be  
9 reimbursed in the amount of Worker's Compensation (temporary  
10 disability) when paid by Borough's insurance company. At the  
11 request of the Borough, the employee will submit to a physical  
12 examination, at the Borough's expense, by a physician of the  
13 Borough's choosing, to verify his/her inability to perform  
14 his/her duties.

15 B. Employees shall be granted fifteen (15) sick days a year  
16 which shall be accumulative from year to year and shall be  
17 unlimited. Employees shall not be required to provide the  
18 Borough with a doctor's notice until the beginning of the fourth  
19 consecutive day of illness.

20 C. Upon retirement, employees shall be compensated in  
21 accordance with Chapter 46 of the Borough Code, with a maximum  
22 of \$19,750.00 which shall be paid in four (4) equal installments  
23 over four (4) years from the date of retirement.

24  
25 D. In the event of the death of an employee prior to his/her  
26 retirement, his/her estate shall be compensated for any unused  
27 vacation, holiday and overtime accrued by said employee; also,  
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one-half of his/her accumulated sick time. Compensation shall be made at the employee's regular rate of pay.

E. The Borough shall grant two (2) compensatory days to each officer's accumulated time at the conclusion of each calendar year in the event no sick time is charged to the officer during that entire previous year. Likewise, one (1) day will be added if the officer is only charged with one (1) sick day.

1 ARTICLE XIII

2 INSURANCE, HEALTH AND WELFARE

3 A. Coverage

4  
5 1. The Borough shall provide through its self insurance  
6 that which is equivalent to Blue Cross/Blue Shield Program  
7 14/20, Rider J, Guardian Life 100% Major Medical with a \$500.00  
8 single employee deductible/\$750.00 family aggregate deductible,  
9 the Guardian Life Dental Plan with 100% coverage for  
10 preventative, 100% for basic and 80% for major and a \$5.00 name  
11 brand/\$2.00 generic deductible paid prescription plan (with  
12 coverage equal to or greater than that which is provided by  
13 "Paid Prescriptions, Inc.") for every employee and his/her  
14 family. In addition to the coverage set forth above, the  
15 Borough shall provide an eye care plan for every employee and  
16 his/her family (with coverage equal to or greater than that  
17 which is provided by the "Vision Services Plan of Pa.")  
18 including yearly eye examination and new glasses or contact  
19 lenses yearly.

20  
21 2. In addition, the Borough shall provide a \$15,000.00 term  
22 life insurance policy through Guardian Life Insurance Company  
23 the beneficiary to be designated by the employee. In the event  
24 that no beneficiary is designated, the beneficiary shall be the  
25 Estate of the employee.

26 . 3. The Borough may, at its option, change any of the  
27 existing insurance plans or carriers or may self-insure so long  
28

1 as substantially similar benefits are provided.

2  
3 4. The Borough shall provide "Well Health" for the  
4 spouse/Officer with a limit of \$200.00 which may only be applied  
5 to a pap smear and exam and/or mammography and exam. The  
6 spouse/Officer will be provided with a limit of \$100.00 for a  
7 prostate examination.

8 **B. Insurance Upon Retirement**

9  
10 1. Upon retirement under the Police and Fireman's  
11 Pension System, the Borough shall provide the retiring employee  
12 and his/her family with all insurance coverage listed in Section  
13 A of this Article, and shall continue said coverage until the  
14 death of said employee, subject to the provisions of Article VI,  
15 Section C, and in accordance with the provisions of N.J.S.A. 40A:10-23.

16 2. All such provisions for continued insurance coverage for  
17 retiring employees shall be in accordance with all applicable  
18 statutes and state regulations in effect at the time of the  
19 employee's retirement.

20  
21 **C. Physical Exam**

22  
23 The Borough shall provide each employee a complete physical  
24 examination annually at the employee's request. Said  
25 examination shall consist of a comprehensive physical  
26 examination, a blood profile, urinalysis and hearing tests. EKG  
27 or chest x-ray may be provided if the examining doctor feels  
28

1 that these additional tests are needed. Whenever possible, the  
2 employee's health insurance shall be used to cover the cost of  
3 any test or lab work. The "basic" physical examination will be  
4 done by the employee's own doctor with a limit of \$75.00 paid  
5 directly to the doctor. Results of the examination will be  
6 forwarded to the Chief of Police as well as the employee on a  
7 properly completed and signed Borough form.  
8

9 **D. Legal Representation**

10 1. Whenever an employee is a defendant in any criminal  
11 action or criminal legal proceeding or civil suit arising out of  
12 or incidental to the performance of his/her duties, the Borough  
13 shall provide said employee with the necessary means for the  
14 defense of such action or proceedings, but not for his/her  
15 defense in a disciplinary proceeding instituted against him by  
16 the Borough or in a criminal proceeding instituted as a result  
17 of a complaint on behalf of the municipality. If any such  
18 disciplinary or criminal proceeding instituted by or on  
19 complaint of the municipality shall be dismissed or finally  
20 determined in favor of the employee, he shall be reimbursed for  
21 the expense of his/her defense. Any attorney to which the  
22 employee is entitled pursuant to the provisions of this  
23 paragraph shall be chosen by the employee from those attorneys  
24 regularly licensed to practice law with within the State of New  
25 Jersey . In addition, if the employee is acquitted of the  
26 criminal charges or the charges are dismissed, the Borough shall  
27  
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1 pay for those charges to be expunged from the employee's  
2 criminal record.  
3

4 2. The Borough shall supply to all police employees  
5 necessary legal advice and counsel in the defense of charges  
6 filed against them in performance of their duty of the  
7 settlement of claims for personal injury, death or property  
8 damage arising out of or in the course of their employment, and  
9 the Borough shall pay and satisfy all judgments against said  
10 employees from said claims, except to the extent that such  
11 judgments include punitive damages, and with regard to punitive  
12 damages, only to the extent that indemnification for such  
13 punitive damages is not contrary to law or public policy.  
14

15 **E. Death/Disablement of an Officer**

16 1. In the event that an officer is killed or permanently  
17 disabled in the line of duty, the above described insurance  
18 coverage shall be continued in effect by the Borough for his/her  
19 benefit or the surviving spouse of such officer until his/her  
20 death or remarriage, as well as for all surviving children of  
21 such officer until they reach the age of eighteen (18).  
22

23 2. The Borough shall pay the sum of \$5,000.00 for funeral  
24 expenses of any employee killed in the line of duty to the  
25 estate of said employee.  
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ARTICLE XIV  
EXCHANGE OF DAYS OFF

A. The Police Force may grant the request of any member of the department to exchange hours, duties or days off with another officer of equal rank pursuant to the rules and regulations of the Chief of Police or his/her designee. Such requests shall be granted on a uniform basis with standard rules and regulations applying to all employees making this request. Such requests shall not be unreasonably or arbitrarily denied. All requests are to be made in writing.

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**CLOTHING ALLOWANCE**

**A. Initial Issue**

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

**B. Uniform and Equipment Replacement Allowance**

1. In addition, the Borough shall provide per employee an allowance of \$250.00 for 1995 and effective January 1, 1996, \$550.00 for replacement of uniforms and equipment per year and from 1997 forward, the clothing allowance shall increase in an amount equal to the percentage by which the yearly bid or quote increases. Except as follows:

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

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

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

1  
2 d. The Borough reserves the right to inspect all  
3 damaged uniforms, equipment and personal items.

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

8 C. Plain Clothes Assignment Allowance

9 The Borough shall provide to permanent members of the police  
10 department on year round plain clothes assignment a clothing  
11 allowance equal to that which is provided to the uniform  
12 officers as stated in Section B of this Article. Permanent  
13 employees on seasonal plain clothes assignment shall be provided  
14 with an annual allowance of one hundred fifty (\$150.00) dollars.  
15

16 D. Bidders

17 The Borough will make every effort to secure uniforms and  
18 equipment from only responsible bidders.  
19

20 E. Maintenance Allowances

21 The uniform or plain clothes (for detectives) maintenance  
22 allowance to be provided to each employee in the amount of one  
23 hundred dollars (\$100.00) upon presentation to the Chief of  
24 receipts at that point when the aforesaid \$100.00 maximum has  
25 been reached but shall not be in effect for 1995, but shall  
26 resume and be effective January 1, 1996, however, fifty dollars  
27 (\$50.00) will be provided for each employee in 1995.  
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ARTICLE XVI

TEMPORARY LEAVES OF ABSENCE

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

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

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

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

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

B. Military Leave

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

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

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

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ARTICLE XVII  
GRIEVANCE PROCEDURE

A. Purpose

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

B. Grievance Committee

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

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this

1 Agreement and shall be followed in its entirety unless any step  
2 is waived, in writing, by mutual consent. The completion of the  
3 entire grievance procedure as outlined below shall be a  
4 condition precedent to the institution of any civil court action  
5 or any administrative procedure through any federal or state  
6 agency with regard to any grievance arising under the terms and  
7 conditions of this Agreement. Any time limits specified below  
8 shall be exclusive of Saturdays, Sunday, and legal holidays.

9  
10 **STEP ONE:** The aggrieved employee shall institute an  
11 action under the provisions hereof within ten (10) days of the  
12 occurrence of the grievance by filing a written summary of said  
13 grievance with the Grievance Committee. Failure to act within  
14 said ten (10) days shall be deemed to constitute an abandonment  
15 of the aggrieved employee, or the PBA on his/her behalf, to  
16 process the grievance through the steps of the grievance  
17 procedure.

18 **STEP TWO:** The Grievance Committee shall investigate  
19 the grievance. If the Grievance Committee finds grounds for a  
20 valid grievance, then the results of their investigation shall  
21 be put into written form and forwarded to the Chief of Police or  
22 his/her designee, together with copy of the written grievance.

23 **STEP THREE:** Upon receipt of the results of the  
24 Grievance Committee's investigation and copy of the original  
25 grievance, the Chief of Police or his/her designee shall convene  
26 a meeting with the aggrieved employee and the members of the  
27 Grievance Committee to discuss said grievance. The Chief of  
28

1 Police shall make an earnest effort to resolve the matter  
2 informally. However, if the matter cannot be resolved  
3 informally, then the Chief of Police or his/her designee shall  
4 render a decision, in writing, to the Grievance Committee, with  
5 ten (10) days of the receipt of the results of the Grievance  
6 Committee investigation.

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

15  
16 **STEP FIVE: Arbitration/Appeals to the Department of  
17 Personnel**

18 Any grievance arising over the interpretation,  
19 application, or violation of the provisions of this Agreement  
20 which has not been satisfactorily resolved within Steps One  
21 through Four, may be submitted to arbitration or, where  
22 appropriate, an appeal may be made to the Department of  
23 Personnel within twenty (20) days following the determination of  
24 the Commissioner of Public Safety. No arbitration shall be held  
25 for a period of thirty (30) days following the determination of  
26 the Commissioner of Public Safety. In the event an appeal is  
27 made to the Department of Personnel, a filing for arbitration  
28 shall be withdrawn with the filing party bearing the cost of the



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same. The selection of an arbitrator under this Article shall be made from a list provided by the State of New Jersey Public Employment Relations Commission. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement therefore. Only one (1) issue shall be submitted to an arbitrator unless the parties agree otherwise. The cost of the service of the arbitrator shall be borne equally by the Borough and the Association. Any other expenses including, but not limited to the presentation of witnesses, shall be paid by the party incurring same.

**D. Managerial Prerogative**

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

**E. Reservation of Right to Amend Article**

In the event that the Assembly Bill #706 is signed into law by the Governor in the form in which it was passed by both houses of the New Jersey Legislature, or in the event that the case of Jersey City v. Jersey City PBA presently pending before the Supreme Court of New Jersey is reversed, Section C, Step 5, above, will be amended by the addition of the following language

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which will comprise the introductory clause of Step 5: "Any grievance involving disciplinary action taken by the Borough against an employee covered under this Agreement, or . . ."

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ARTICLE XVIII

COMMENDATION AND HONORABLE MENTION

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

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

C. An awards committee of not more than three (3) persons, to be elected by majority, shall be responsible to recommend meritorious service by any officer to the Chief of Police and Director of Public Safety for their consideration. The term of this committee shall run concurrent with this contract.

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ARTICLE XIX

PATROL CARS

A. Patrol Cars

1. The Borough agrees to provide air conditioned patrol cars with AM radios and heaters. In addition, the patrol car shall contain a complete police package.

2. The Borough agrees to provide the following protective and safety items. Said items shall be installed in all patrol cars and shall be replaced or repaired if damaged.

a. A protective cage located between the front and rear seats. The cage shall be the type with a built-in roll bar.

b. Shotguns with appropriate locked racks, the keys to which are to be supplied only to officers certified by the Chief of Police as qualified to handle shotguns by virtue of special training. Shotguns to remain in the interior of the car.

c. Appropriate warning lights, spotlights, and alley lights all mounted on the exterior are of the patrol car.

d. One portable radio for every man assigned to the vehicle.

B. Safety Equipment

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

1. Safety ear phones for range use.
2. Body armor or flack vests available to all shifts.
3. Helmets and gas masks available to all shifts.

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4. One sniper rifle and scope available to personnel qualified and sanctioned by the Chief of Police or his/her designee.

C. Patrol cars shall be maintained as is present policy.

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ARTICLE XX  
SALARY AND WAGES

A. The Borough agrees to pay police employees employed prior to January 1, 1995 at the following rates:

	<u>1995</u>	<u>1996</u>	<u>1997</u>
Deputy Chief	\$57,482	\$60,069	\$63,072
Captain	\$54,745	\$57,209	\$60,069
Lieutenant	\$51,181	\$53,484	\$56,158
Sergeant	\$47,590	\$49,732	\$52,219
Patrolman, 5th yr.	\$44,020	\$46,000	\$48,300
Patrolman, 4th yr.	\$41,566	\$43,437	\$45,609
Patrolman, 3rd yr.	\$36,708	\$38,360	\$40,278
Patrolman, 2nd yr.	\$30,113	\$31,468	\$33,041

B. The Borough agrees to pay police employees subsequent to December 31, 1994 at the following rates:

	<u>1995</u>	<u>1996</u>	<u>1997</u>
Deputy Chief	\$57,482	\$60,069	\$63,072
Captain	\$54,745	\$57,209	\$60,069
Lieutenant	\$51,181	\$53,484	\$56,158
Sergeant	\$47,590	\$49,732	\$52,219
Patrolman, 8th yr.	\$44,020	\$46,000	\$48,300
Patrolman, 7th yr.	\$41,086	\$42,935	\$45,082
Patrolman, 6th yr.	\$38,155	\$39,872	\$41,866
Patrolman, 5th yr.	\$35,224	\$36,809	\$38,649
Patrolman, 4th yr.	\$32,293	\$33,746	\$35,433

1	Patrolman, 3rd yr.	\$29,362	\$30,683	\$32,217
2	Patrolman, 2nd yr.	\$26,431	\$27,620	\$29,001
3	Patrolman, 1st yr.	\$23,500	\$24,557	\$25,785

4  
5 C. College Credits

6 1. In addition to salary, the Borough agrees to pay the  
7 employees \$15.00 per year for each college credit earned by them  
8 at any time in furtherance of a degree in Law Enforcement. Upon  
9 completion of an Associate's Degree in Law enforcement, the  
10 employee shall receive the sum of \$1,500.00 annually, and in  
11 addition, the Borough agrees to pay the employees \$5.00 per year  
12 for each college credit earned over and above an Associate's  
13 Degree that are earned in the furtherance of a four year degree  
14 in Law Enforcement.

15 2. Upon completion of a four year degree, the employee  
16 shall receive the sum of \$2,000.00 annually.

17  
18 3. To determine the amount of payment hereunder, the  
19 employee shall submit by February 1st of each year of this  
20 Agreement, proof of credits earned through January 1st of said  
21 year for the determination of compensation to be paid in said  
22 year. All college credit pay to which the employee is entitled  
23 hereunder shall be payable to him in full in the first pay in  
24 December. This section shall be subject to the following  
25 conditions:

26 a. Employees shall begin compensation after one (1)  
27 full year of permanent employment with the Borough.

28

1           b. Employees shall cease their eligibility for  
2 compensation under this section if they have not earned any  
3 college credits in furtherance of their degree during a period  
4 of two (2) consecutive years.

5           c. After twenty-one (21) years of service, an  
6 employee shall have his/her college credit pay included in  
7 his/her regular pay for pension purposes. It shall not be  
8 included for computation of an employee's hourly wage or be part  
9 of the yearly salary upon which future increases may be  
10 predicated.

11           d. The above college credit pay shall not be  
12 available to any employee hired subsequent to January 1, 1995,  
13 until after the completion of the 8th step of the salary schedule.

14           C. In addition to salary, the Borough agrees to pay permanent  
15 employees who are assigned to plain clothes or detective duties  
16 an additional five hundred dollars (\$500.00) per year on a pro  
17 rated basis if assignment is for less than a year.  
18 Notwithstanding, such pay shall be payable to those officers who  
19 are certified by the Chief of Police as a qualified plain  
20 clothes or detective by virtue of special training.

21  
22           D. In addition to salary, every employee shall receive thirteen  
23 (13) days extra pay in their bi-weekly salary.

24           E. Compensation for an officer who is assigned duty as shift  
25 commander or who serves in place of a sergeant shall, if so  
26 designated by the Chief, receive the assigned title of officer-  
27 in-charge (O.I.C) with an increased salary of \$500.00 for the  
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period of the assignment' only. This position is non-civil service in nature, is assigned by the Chief in the same fashion as that of detective based solely upon merit, and the affected officer (s) will receive the \$500.00 payment on the last payday in December provided said O.I.C. served for that entire year. In the event the O.I.C. is not serving satisfactorily, upon evaluation review by the Chief, Captain, and Shift Sergeant, a new O.I.C. will be chosen and a pro-rated amount will be provided for the period served. No Sergeant and O.I.C. from any one shift may be scheduled off at any one time.

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ARTICLE XXI

LONGEVITY

A. In addition to salary, employees shall receive longevity pay to be computed at two (2%) percent for every four (4) years of service to a maximum of twelve (12%) percent. Longevity pay shall be computed from the original date of employment.

B. An employee shall have his/her longevity pay included in his/her regular pay.

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ARTICLE XXII  
PROBATIONARY PERIOD

A. New employees shall serve a probationary period in accordance with law. During said period, they shall be paid as if they were qualified first year patrolmen.

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

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ARTICLE XXIII

COURT TIME

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

1. For a county or superior court, he shall receive time and one-half for each hour in court with a four (4) hour minimum guarantee. Pay shall be awarded when the employee participates on off-duty time. If at all possible, court will be scheduled during the officer's tour of duty.

2. For municipal court, he shall receive a minimum of two (2) hours at time and one-half. Payment shall be awarded when the employee participates on off-duty time. If at all possible, court will be scheduled during the officer's tour of duty. The Borough will provide a three (3) hour minimum for employees whose court appearance is required in a municipal court which is "Off the Island".

3. When an officer is subpoenaed to civil court for a case resulting from an incident in the officer's line of duty, he shall receive time and one-half for each hour in court with a four (4) hour minimum guarantee, and a patrol vehicle be provided for cases out of the county. In the event there is not vehicle available, the Borough shall compensate the officer at the rate of eighteen (\$.18) cents per mile for the use of a private vehicle.

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ARTICLE XXIV  
SAVINGS BONDS

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

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ARTICLE XXV  
INVESTIGATION OF POLICE OFFICERS

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

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

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

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

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

5. The member of the force shall not be subject to any

1 offensive language, nor shall he be threatened with transfer,  
2 dismissal or other disciplinary punishment. No promise of  
3 reward shall be made as an inducement to answering questions.  
4

5 6. At every stage of the proceedings the Department shall  
6 afford an opportunity for a member of the force, if he so  
7 requests, to consult with counsel and/or his/her Association  
8 representatives, before being questioned concerning a violation  
9 of the Rules and Regulations during the interrogation of a  
10 member of the force, which shall not delay the interrogation  
11 beyond one (1) hour for consultation with his/her Association  
12 representative, nor more than two (2) hours for consultation  
13 with his/her attorney. however, this paragraph shall not apply  
14 to routine day-to-day investigations.

15 7. In cases other than departmental investigations, if a  
16 member of the force is under arrest or if he is a suspect or the  
17 target of a criminal investigation, he shall be given his/her  
18 right pursuant to the current decisions for the United States  
19 Supreme Court.

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21 B. Nothing herein shall be construed to deprive the Department  
22 of its officers of the ability to conduct the routine and daily  
23 operations of the Department.  
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ARTICLE XXVI

RESIDENCY

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



1 ARTICLE XXVII

2 POLICE SCHOOLS

3  
4 A. Police employees shall be paid at their regular rate of pay  
5 for attending police resident schools when assigned by the  
6 police department.

7 B. The Borough agrees to compensate the employees at the rate  
8 of eighteen (\$.18) cents per mile for the use of his/her private  
9 vehicle when a police vehicle is not available while attending  
10 any assigned police school.

11 C. The Borough shall compensate the employee at the rate of up  
12 to ten dollars (\$10.00) per day while attending any residence  
13 school, excluding the initial Police Academy at Sea Girt, New  
14 Jersey. These moneys are to be paid after the employee returns  
15 with the receipts.  
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17 D. When the Chief of Police or the training officer receives  
18 notice for availability of police training schools, they shall  
19 post a notice advising all members of the availability of said  
20 schools. The requests are to be granted on the basis of  
21 departmental need. Final determination shall be up to the  
22 police department training officer.

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24 E. Training

25 1. Whenever an employee is required to participate in any  
26 non-residential departmental training occurring on his/her off-  
27 duty time, he shall be reimbursed at time and one-half in  
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1 compensatory time or pay at the employee's option.

2           2. Whenever an employee is required to participate in any  
3 departmental retraining occurring on his/her off-duty time, he  
4 shall be reimbursed at time and one-half in compensatory time.  
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6 F. When the school is not a residence school and daily  
7 commuting is not practical, the Borough will reimburse  
8 reasonable expenses for motel and twenty dollars (\$20.00) per  
9 day for food, including one (1) day before reporting date if  
10 travel is necessary. These monies are to be paid after the  
11 employee returns with receipts.  
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ARTICLE XXVIII

MISCELLANEOUS PROVISIONS

A. Each employee shall have access to his/her personnel file upon request. Said request will be granted on the same day the request is made or on the next regularly scheduled work day of the personnel officer (Monday through Friday, excluding holidays).

B. Employees shall be entitled to engage in any lawful activity and obtain lawful work while off duty, providing same does not conflict with his/her responsibilities as a police officer.

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

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

E. The Borough agrees to maintain an up-to-date law library of the New Jersey Statutes in the police room. Said library shall consist of:

1. Physician's Desk Reference Drug Book
2. Title 24 -- Food and Drug
3. Title 20 -- New Jersey Code of Criminal Justice
4. Title 39 -- Motor Vehicle Enforcement

F. Annual Squad designations will be posted on or before

1 October 15 of the previous year.

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3 G. Borough agrees to provide compensation or an instructor for  
4 the instruction of conversational French and/or Spanish to all  
5 employees who choose to participate.  
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ARTICLE XXIX  
MANAGEMENT RIGHTS

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

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

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: ARTICLE XXX  
: DURATION OF AGREEMENT

A. This Agreement shall be effective January 1, 1995, through December 31, 1997. Bargaining for the next succeeding contract shall commence on or about August 1, 1997. In the event no agreement is reached between the parties by November 1, 1997, the parties agree to mediation and factfinding pursuant to New Jersey Statutes Annotated 34:13A-1 et seq. If an agreement is still not reached following mediation and factfinding, the parties will agree to submit their issues to an arbitrator whose decisions on the terms of said collective bargaining agreement shall be binding on the parties. The arbitrator shall be selected in accordance with the rules and regulations of the Public Employment Relations Commission. The cost of said arbitration, including the arbitrator's fee, shall be borne equally by the parties.


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

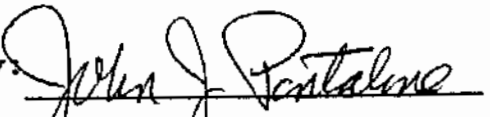
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IN WITNESS WHEREOF, the parties hereto have set their hands  
and seals the day and year first above written.

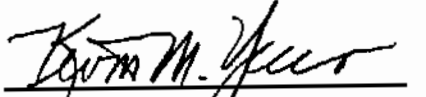
POLICEMAN'S BENEVOLENT ASSOCIATION  
LOCAL 59

BOROUGH OF WILDWOOD  
CREST

By:   
~~XXXXXXXXXXXXXXXXXXXX~~ KMY.  
Date: December 5, 1994

By:   
Mayor  
Date: 12-5-94

Attest:   
PBARip  
Date: 12-5-94

Attest:   
Borough Clerk  
Date: December 5, 1994

RESOLUTION

SUBJECT: A RESOLUTION AUTHORIZING AGREEMENT BETWEEN THE BOROUGH OF WILDWOOD CREST, CAPE MAY COUNTY, NEW JERSEY, AND WILDWOOD LOCAL #59, POLICEMENS' BENEVOLENT ASSOCIATION OF NEW JERSEY, FOR THE PERIOD JANUARY 1, 1995 THROUGH DECEMBER 31, 1997.

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

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

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

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

1. The allegations of the preamble hereto are incorporated herein as if set forth in full.

2. The Mayor and Borough Clerk be and they are hereby authorized, instructed, and empowered to execute the attached agreement on behalf of the Borough of Wildwood Crest for the period January 1, 1995 through December 31, 1997, embodying all of the mutual terms, understandings and conditions involving the employment of members of the P.B.A. by the Borough of Wildwood Crest, and a copy of said agreement be placed on file in the Borough Clerk's office and is incorporated by reference herein.

3. This Resolution shall take effect as provided by law.