

**AGREEMENT**

**BETWEEN**

**BOROUGH OF STONE HARBOR**

**AND**

**WILDWOOD P.B.A. LOCAL NO. 59**

**POLICEMEN'S BENEVOLENT ASSOCIATION  
OF NEW JERSEY**

-----  
January 1, 2001 through December 31, 2004  
-----

February 5, 2002  
Resolution 2002-S-43

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**PREAMBLE**

**THIS AGREEMENT** entered into this \_\_\_\_ day of \_\_\_\_\_, 2002 by and between the BOROUGH OF STONE HARBOR in the County of Cape May, New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter called the Borough, and WILDWOOD LOCAL NO. 59 of NEW JERSEY POLICEMEN'S BENEVOLENT ASSOCIATION, hereinafter called the PBA, represents the complete and final understanding on all bargainable issues between the Borough and the PBA.

**ARTICLE I**

**ASSOCIATION RECOGNITION**

A. The Borough hereby recognizes the PBA as the exclusive representative of all the Police Officers and Detectives of the Department of Public Safety below the rank of Lieutenant, 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 terms "Police Officer" and "Employee" shall be defined to include all officers as well as the singular, male and/or female.

**ARTICLE II**

**LEGAL REFERENCES**

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

B. If any provisions of this Agreement or any application of this Agreement to any Employee or group of Employees is held to be contrary to law(s), then such provisions shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions and applications contained herein shall continue in full force and effect.

C. The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of State and Local laws except as such particular provisions of this contract modify existing local law.

D. The Application and Administration of the terms and conditions of this agreement shall be effectuated in accordance with the administrative procedure and provisions set forth in the Police Department's Rules and Regulations, provided, however, should such Rule or Regulation conflict with this Agreement, this Agreement shall control and provided, further, that any changes to Rules and Regulations that effect terms and conditions of employment shall be negotiated.

**ARTICLE III**

**ASSOCIATION REFERENCES AND MEMBERSHIP**

A. The Borough agrees to grant necessary time off, without pay and without discrimination, to any one Employee designated by the PBA to attend State or International meetings or Conventions and to serve in any capacity on other official PBA business provided that twenty-four (24) hours written notice is given to the Employer by the PBA.

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

**ARTICLE IV**

**RETENTION OF CIVIL RIGHTS**

Employees shall retain all civil rights under the New Jersey Laws and Federal Laws.

**ARTICLE V**

**RETIREMENT**

Employees shall retain all pension rights under New Jersey Law and Borough Ordinances.

**ARTICLE VI**

**EXTRA CONTRACT AGREEMENT**

The Borough agrees not to enter into any other agreement or contract with its Employees who are covered hereunder, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

**ARTICLE VII**

**LEAVE OF ABSENCE**

A. A leave of absence without pay may be granted for good cause to any Employee for a period of six (6) months upon the recommendation of the Chief of Police, subject to the approval of the Mayor and Council of the Borough. The leave of absence may be extended for an additional six (6) months upon the recommendation of the Chief of Police, subject to the approval of the Mayor and Council of the Borough.

B. An Employee shall not be entitled to any Holiday Turn Back Payments for any Holiday occurring during the time of the leave of absence.

C. Family/Medical leaves of absence will be granted in accordance with the provisions of the "Federal Family and Medical Leave Act" (hereinafter, FMLA) and the "New Jersey Family Leave Act" (hereinafter NJFLA) and the regulations promulgated pursuant to those statutes; as well as the Family Leave Policy adopted by the Borough of Stone Harbor.

Under the provisions of these statutes, certain employees are entitled to twelve (12) weeks of leave during a twelve (12) month period. The circumstances under which leave may be taken vary depending on the type of leave requested and the Borough will grant leave in accordance with the provisions of each statute, the lawful regulations issued under each statute, and judicial decisions interpreting the requirements of each statute. Employees taking FMLA leaves and/or NJFLA leaves will be required to use accrued sick leave, vacation and administration leave concurrent with the approved leave. Employees will also be required to take FMLA leaves and NJFLA leaves concurrently when possible under the statutes. The Borough retains all rights to require proper certification from a health care provider pursuant to all applicable laws.

#### **ARTICLE VIII**

##### **ASSOCIATION NOTIFICATION**

Proposed new rules and modifications of existing rules governing working conditions shall be negotiated with the Stone Harbor Police Department PBA representatives before they are established as pursuant to New Jersey Employer-Employee Relations Act P.L. 1974, c.123 effective January 20th, 1975, Section 7, Paragraph 3.



**ARTICLE IX**

**WORK WEEK AND OVERTIME**

A. For PBA contractual employees, the annual hourly schedule shall be 2080 hours. All employees shall work twelve (12) hours shifts, except for detectives, whose shift shall be determined by the Chief of Police as long as the detectives have a regularly assigned shift. The regularly assigned shift may be modified by the Chief at his discretion for legitimate law enforcement reasons. Pay periods shall be bi-weekly based on 80 hours. (2080 annual hours divided by 26 bi-weekly pay periods).

B. Bi-weekly paychecks for 12 hour shift employees will be comprised of regular hours worked, vacation hours, sick hours, holiday hours, personal day hours, training day hours, and/or comp time and return time hours. Twelve (12) hour shift employees will work 84 hours every two weeks with 4 hours becoming return time hours to be used during the current year. Return time used, but not earned, shall be reimbursed by the employee of the Borough of Stone Harbor.

C. The PBA acknowledges and agrees that the Borough shall continue to be entitled to make such elections as it deems appropriate pursuant to the Fair Labor Standards Act regarding the computation of time worked under Section 7(k) of the Act. Notwithstanding this election, contractual overtime shall not be affected. Employees,

including detectives, shall receive overtime for the time worked beyond their regularly assigned shift.

D. In calculating overtime, any fraction over a half-hour shall constitute a full hour. Anything less than one-half hour shall not constitute overtime. Overtime will be computed on a daily basis after completion of twelve (12) hours in a shift. Overtime shall be calculated at one and one-half times the amount of the employee's hourly base pay.

E. If an Employee is called to duty on his day off, or recalled to duty, he shall be paid for all hours worked and shall be guaranteed a minimum of two (2) hours at time and one half rate provided such time is not contiguous to his regular work day. Time contiguous to the Employee's regular work day shall be paid for actual time worked only.

F. If an Employee is required to stand by for a "call to duty" at his home or any other place, he shall be compensated for such stand-by time with compensatory time off at the rate of time and one-half.

G. If an Employee is required to attend court during his off-duty hours, he shall be paid at the rate of time and one-half for his hours in attendance in court with a minimum guarantee of two (2) hours.

**ARTICLE X**

**VACATIONS**

A. Within the first anniversary year but after three (3) months of employment, an officer shall be entitled to forty (40) hours of vacation time. Thereafter, the entitlement shall be:

2nd through the 10th year	136 hours
11th through the 15th year	160 hours
16th through the 20th year	168 hours
Over 20 years	240 hours

B. The vacation period shall be from the day after Labor Day to, and including the following June 30th. Vacations shall be granted by seniority and upon application. Vacations which encompass the Christmas Holiday shall be rotated according to seniority. An Employee shall not be called to duty on his vacation days except in case of emergency. All vacation time shall be computed from the original date of continuous employment with the Borough.

C. If an Employee is called to duty while on vacation, he shall be compensated for all time worked at a rate of double time, and shall be guaranteed a minimum of two (2) hours, except in the case of a "state of emergency" declared by any Federal, State, County or Local Agency or Officer having jurisdiction over the Borough.

D. There shall be no carry-over of vacation days. All vacation days shall be taken during the prescribed time, (day after Labor Day to June 30<sup>th</sup>).

E. Vacation hours can not be taken in less than four (4) hour

increments.

## ARTICLE XI

### HOLIDAYS

A. Employee shall be granted the Holidays and Personal Days as listed below:

1. New Year's Day
2. Martin Luther King Day
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
6. Memorial Day
7. July 4th (Independence Day)
8. Labor Day
9. Columbus Day
10. Veteran's Day
11. Thanksgiving Day
12. Friday after Thanksgiving
13. General Election Day
14. Christmas Day
15. One Personal Day in exchange for eight (8) hours of Departmental Meeting Time
16. A Personal Day

The above Holidays are based on 8 hour days. Consequently, employees are entitled to a total of 128 hours. (16 days x 8 hours = 128 hours) of Holidays.

B. Holidays and Personal Days shall be compensated by granting equal compensatory time off or by payment of salary according to the employee's pay scale. However, employees shall not be forced to take more than forty-eight (48) hours of compensatory time off per Employee.

If an Employee has remaining Holidays or Personal Days, not exceeding eighty (80) hours, on November 30th of any year, the said Employee will be paid for those remaining Holidays and/or Personal Days,

up to the maximum of payment for 80 hours, along with the first pay period of December of the current year.

C. If an Employee is called to duty while on a holiday, he shall be compensated for all time worked at a rate of double time, and shall be guaranteed a minimum of two (2) hours, except in the case of a "state of emergency" declared by any Federal, State, County or Local Agency or Officer having jurisdiction over the Borough.

D. Subject to the approval of the Chief of Police, or his duly authorized representative, an Employee may take twenty-four (24) hours of Holiday time in July and twenty-four (24) hours in August, as long as the length of the daily work shift is twelve (12) hours, except that such Holiday time shall not be taken on a Friday or Saturday.

E. When an Employee is on extended (seven (7) calendar days or more) sick or injury leave, he shall not be paid for Holidays or personal days which accrue during that period.

**ARTICLE XII**

**INJURY LEAVE**

A. If any employee is incapacitated and unable to work because of an injury incurred while performing duty, he shall be entitled to injury leave with full pay during the period in which he is unable to perform his duties. Such injury leave shall be limited in duration to one (1) year. The Borough reserves the right to have an injured employee evaluated by a doctor of its choosing to determine the employee's extent of injury and ability to work. The employee may seek the opinion of a physician of his own choosing to render such an evaluation with any conflict between the two physicians decided by a third physician jointly chosen. During the period that an employee is on injury leave, any Workers Compensation payments issued to the employee shall be paid over or endorsed over to the Borough.

B. However, if the Borough can prove that an Employee has misused this Article, the said Employee will be subject to action by the Borough. If the said Employee is found in violation of this Article, he shall be subject to action by the Borough to the extent which is provided within this Agreement and any Ordinance(s) governing the Department of Public Safety of the Borough of Stone Harbor that are now in effect, and the Statutes of the State of New Jersey.

C. Any injury received by an Employee that is not duty related, or in any way related to required police activity, and that results in

an Employee being absent from duty shall be considered as "Sick Leave" absences and shall be governed by the sick leave policy. Each hour that the Employee is absent from duty shall be counted as a "Sick Leave" hour.

### **ARTICLE XIII**

#### **SICK LEAVE**

A. Pursuant to New Jersey State Statute if a member is ill and unable to work because of sickness he shall be entitled to sick leave up to one year with full pay during the period in which he is unable to perform his duties, as mutually certified by the member's own doctor and the Borough's doctor. (Cite: R.S. 40A:14-137).

B. However, if the Borough can prove that an Employee has misused this Article, the said Employee will be subject to action by the Borough. If said Employee is found to be in violation of this Article, he shall be subject to action by the Borough to the extent which is provided within this Agreement and any Ordinance(s) governing the Department of Public Safety that are now in effect, and the Statutes of the State of New Jersey.

C. Whenever an Employee is out on sick leave, every effort shall be made to replace him with a regular, full-time Officer.



**ARTICLE XIV**

**INSURANCE, HEALTH AND WELFARE**

**A. HEALTH INSURANCE BENEFITS**

1. The Borough shall provide health insurance benefits substantially similar to those currently provided. The plan provided shall be available for the Employee and any immediate family member(s) who qualify under the terms of the current contracted insurance carrier.

The Employee may elect to carry a plan, approved by the Borough, but different from the plan which the Borough provided but the Employee shall be responsible to pay any difference in cost between the plans if the premium of the Employee's plan exceeds that of the Borough's plan.

The Borough reserves the right to change health insurance providers or plans so long as in the aggregate substantially similar benefits are provided in the new plan as compared to the previous plan. **EXISTING PROGRAM DOCUMENTATION IS PROVIDED TO EACH EMPLOYEE.**

2. An Employee may waive health insurance benefits in accordance with the Borough Health Insurance Waiver Policy in return for a quarterly stipend.

B. The Borough shall provide liability insurance coverage on Employees in their personal vehicles when said vehicles are used in the scope of their employment including travel to and from schools, meetings and other destinations that have been approved and attendance is required. The Borough will compensate an Employee for the use of his

vehicle at the IRS mileage rate effective in the previous calendar year when the Employee's vehicle is used in traveling to and from schools, meetings and other destinations as required by the Chief of Police and/or the Borough.

C. The Borough shall supply to all Employees necessary legal advice and counsel in the defense of charges filed against them in the performance of their duties or the defense of settlement of claims for personal injury, death or property damage, arising out of or in the course of their employment as authorized by R.S. 40A:14-155, and the Borough shall agree to carry liability insurance insuring said Employees against liability for negligence in the performance of their duties with limits of Three Hundred Thousand (\$300,000.00) Dollars for personal injury and property damage of Five Hundred Thousand (\$500,000.00) Dollars for a single occurrence and Seven Hundred Fifty (\$750,000.00) Dollars in the aggregate.

D. The Borough shall provide for false arrest insurance coverage in amounts of Three Hundred Thousand (\$300,000.00) Dollars per individual and Five Hundred Thousand (\$500,000.00) Dollars per incident protecting the Police Officer.

E. The Borough shall provide a Prescription Plan with the following Co-Payment requirements:

Effective January 1, 2001

Mail Order                      zero

Generic	Three (\$3.00) Dollars
Brand Name	Five (\$5.00) Dollars

Effective January 1, 2002

Mail Order	Four (\$4.00) Dollars
Generic	Eight (\$8.00) Dollars
Brand Name	Twelve (\$12.00) Dollars

Effective January 1, 2003

Mail Order	Five (\$5.00) Dollars
Generic	Ten (\$10.00) Dollars
Brand Name	Fifteen (\$15.00) Dollars

F. The Borough shall provide a Dental-Eye Care Program to assist the Employee with the cost of usual, customary, reasonable dental and eye care, according to the following payment schedule:

Effective January 1, 2001

Single	\$500.00 per annum
Family	\$700.00 per annum

Effective January 1, 2002

Single	\$500.00 per annum
Husband/Wife	\$750.00 per annum
Parent/Child	\$750.00 per annum
Family	\$1000.00 per annum

Employees shall receive compensation when an appropriate voucher accompanied by a receipted bill from a dentist, optometrist, ophthalmologist or optician has been approved by Mayor and Council.

G. The Borough will permit retired Employees to remain on the rolls of the Borough's current health benefits program or another program with, in the aggregate, substantially similar benefits provided that the retired Employee shall pay the cost of the program and maintain payment(s) on a current basis.

**ARTICLE XV**

**CLOTHING ALLOWANCE**

A. The Borough shall supply to all new hires an initial issue of uniforms and equipment, including shoes and ties, as approved by the Chief of Police and the Public Safety Committee. New hires, after one (1) year of the initial issue, and current Police Officers shall be provided with an annual clothing allowance of Six Hundred (\$600.00) Dollars for replacement of uniforms and equipment.

B. Uniform and equipment replacement, as approved by the Chief of Police and the Public Safety Committee will be on a receipt turn-back basis.

C. The Borough will not be responsible for the additional cost of new uniforms based on a voluntary uniform change presented by the PBA. The cost of such a uniform change shall be accomplished within the annual uniform allowance as stated above.

D. Year round non-uniformed Police Officers shall receive Six Hundred Fifty (\$650.00) Dollars as a clothing allowance and shall be reimbursed on a receipt turn-back basis subject to the approval of the Borough Council upon recommendation of the Chief of Police.

E. If an Employee's personal clothing is damaged during the performance of his duties, the Borough shall compensate the Employee for the cost of repairs and/or cleaning and, if necessary, the replacement of the clothing so damaged.

**ARTICLE XVI**

**EMERGENCY LEAVE**

A. In the event of the death of the wife, husband, son, daughter, parent, step-parent, step-children, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents or grandchildren of any Employee, said Employee shall be granted time off with pay from the day of death through the day after interment.

B. If an Employee's vacation is interrupted by such a death and he notifies the Chief of Police or his Shift Commander within twenty-four (24) hours, the number of days shall be added to his vacation.

**ARTICLE XVII**

**MILITARY LEAVE**

A. Any Employee called into the Armed Forces of the United States of America during a national emergency or as a result of a draft shall be given all the protection of applicable law and leave of absence shall be granted.

B. Employees who are presently subject to existing Reserve requirements of the United States Armed Forces shall be covered by the Military Compensation Agreement made in Section A above.

**ARTICLE XVIII**

**GRIEVANCE PROCEDURE**

A. The purpose of this grievance procedure shall be to settle all grievances between the Borough and the PBA and its local members as quickly as possible at the lowest level possible so as to assure the efficiency and harmony of the concerned parties. A grievance is defined as any disagreement between the Borough and the PBA or its local members involving the interpretation, application or violation of this agreement or the violation of policies, agreements and/or administrative decisions affecting them. A grievance must be filed within thirty (30) calendar days from the occurrence of the grievance and all grievances shall be processed as follows:

1. They shall be discussed with the member(s) involved and the PBA representative and the Chief of Police. An answer shall be given to the PBA within five (5) business days by the Chief or his designee.
2. If the grievance is not settled through Step 1, the same shall be reduced to writing by the PBA and submitted to the Borough Administrator within five (5) days and the answer to such grievance shall be made in writing to the PBA representative within seven (7) business days of the receipt by the Borough Administrator.
3. If the grievance is not settled in Steps 1 and 2, it shall be



submitted in writing to the Chairperson of the Public Safety Committee within five (5) days for review by the Public Safety Committee. The answer to such grievance shall then be made in writing to the PBA representative within five (5) business days after receipt by the Chairperson of the Public Safety Committee.

4. If the grievance is not settled through Steps 1,2 and 3, the PBA shall have the right to submit the dispute to arbitration within thirty (30) days of the receipt of the determination following Step 3 above, pursuant to the rules and regulations of the Public Employment Relations Commission. The Arbitrator shall have full power to hear the dispute and make final determination which shall be binding on all parties. The cost of the arbitration shall be borne equally by the PBA and the Borough.

B. Nothing herein shall prevent any member of the Police Department from processing his own grievance provided a representative of the PBA may be present at such hearings and provided further that no settlement with any member shall violate this Agreement.

**ARTICLE XIX**

**PATROL CARS**

A. The Borough agrees to provide air conditioned cars with AM radios and full "Police Package" in same.

**ARTICLE XX**

**UNSAFE VEHICLES**

A. The Borough shall repair unsafe vehicles as soon as is practicable under the circumstances or remove same from patrol service upon the recommendation of a qualified mechanic.

**ARTICLE XXI**

**WAGES**

A. The Borough agrees to increase the Salary Schedule for Employees hereunder as follows:

January 1, 2001	3.75%
January 1, 2002	3.75%
January 1, 2003	3.75%
January 1, 2004	3.75%

B. There shall be two Salary Schedules:

**Schedule "A"** shall apply to all employees hired prior to January 1, 2002.

**Schedule "B"** shall apply to all employees hired on or after January 1, 2002.

Effective January 1, 2002 an additional step shall be added and is set forth on Schedule "B".

The new Salary Guide including Schedule "A" and Schedule "B" shall be as set forth on Appendix A of this Agreement.

C. Employees shall be paid at the Academy rate until their

successful completion of Academy training. Thereafter, the Employee shall be placed at the Year 1 rate and shall be paid for a full year of service at that rate in identical fashion to the other annual steps on the Salary Schedule.

D. Any Officer assigned to the Detective Division on a full time, year round basis shall receive a Five Hundred (\$500.00) Dollar increment added to his salary base rate. This section shall continue for the years 2001, 2002, 2003 and 2004.

**ARTICLE XXII**

**LONGEVITY**

A. All Police Officers hired prior to July 1, 1999 shall receive Longevity benefits in accordance with the following schedule:

After 4 years continuous service	
Up to 8 years-----	2%
After 8 years continuous service	
Up to 12 years-----	4%
After 12 years continuous service	
Up to 16years-----	6%
After 16 years continuous service	
Up to 20 years-----	8%
After 20 years -----	10%

B. All Police Officers hired on or after July 1, 1999 shall receive Longevity benefits in accordance with the following schedule:

After 12 years continuous service and up to 16 years of continuous service-----6%

After 16 years continuous service and up to 20 years of continuous service-----8%

After 20 years of continuous service-10%

C. Longevity will be paid along with the last pay in November in each year. Effective January 1, 2002, Longevity Pay shall be added to base salaries and shall be included for Police and Fireman's Retirement System (PFRS) Pension purposes.

**ARTICLE XXIII**

**PROBATIONARY PERIOD**

A. New Employees shall serve a probationary period of one (1) year.

**ARTICLE XXIV**

**SAVINGS BONDS**

A. Upon written authorization to the Chief Financial Officer or his/her duly authorized representative, the Borough shall deduct

appropriate amounts as specified by the Employee from his paycheck to be used in the purchasing of United States Savings Bonds for the said Employee.

**ARTICLE XXV**

**COLLEGE CREDITS**

A. If, on November 1st of the current year, an Officer is certified as a N.J.E.M.T, (New Jersey Emergency Medical Technician) he shall receive an annual payment in the amount of Eight Hundred (\$800.00) Dollars. If the N.J.E.M.T. certifications are in after January 1 of any subsequent year, the Officer will receive a prorated portion of the Eight Hundred (\$800.00) Dollars annual payment. Payments will be paid at the same time Holiday Turn-Back payments are made.

B. To those Officers having, or earning, an Associates Degree or Bachelors Degree in the field of Law or Law Enforcement or in fields related thereto, such as psychology, social services and similar studies, provided such studies include courses in Law Enforcement the Borough shall pay an annual stipend, or a prorated portion of said stipend should the degree be earned after January 1 of any year, as follows:

Associate's Degree	\$ 500.00
Bachelor's Degree	\$ 800.00
Master's Degree	\$1,000.00

Said payments shall be paid along with the last pay in November of each year. The Officer must furnish to the Borough a copy of the awarded degree prior to the commencement of any of the aforementioned

payments.



**ARTICLE XXVI**

**LABOR-MANAGEMENT COMMITTEE**

The following understandings have been agreed upon regarding the creation of a Labor-Management Committee.

The effectiveness and furtherance of the provision of public safety by the Borough requires a cooperative effort between labor and management.

The parties recognize that a cooperative approach between the PBA Employees and the Borough is essential to the solution of problems affecting them.

Accordingly, the parties agree to create a Labor-Management Committee consisting of not more than four (4) representatives of each party which shall meet as necessary up to a maximum of four (4) times each calendar year for the purpose of discussing issues which relate to Employee performance and Employee morale.

Appropriate subjects, among others, which the Labor-Management Committee might consider include: quality of Employee work and the quality of the work environment; safety and environmental health; scheduling and reporting arrangement; absenteeism and overtime; and unresolved grievances.

The Labor Management Committee shall have no authority to add to, detract from or change the terms of this Agreement and shall take no action which interferes with Management Rights as enumerated in Article

XXVII of this Agreement.

**ARTICLE XXVII**

**PRORATION OF BENEFITS**

A. Certain benefits provided for in this Agreement will be prorated based upon the Employee's service during the year.

B. The benefits to be prorated are:

1. **Annually**

- a. Temporary assignment pay
- b. Holidays (Article XI)
- c. Vacations (Article X)
- d. Uniform and equipment allowance (Article XV, Section A)  
(First and last year of employment)
- e. Medical benefits rate -  
Family Status revision (Article XIV)
- f. Clothing allowance - non-uniformed Employees (Article XV,  
Section D)
- g. N.J.E.M.T. stipend (Article XXV)
- h. College degree stipend (Article XXV)

**ARTICLE XXVIII**

**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, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Borough government and its properties and facilities and the activities of its Employees.
2. To hire all Employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment, and to promote and transfer Employees. Promotion of an Employee shall be made after giving consideration to the ability of an Employee to perform in the new position and then to seniority of the Employee.
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by

the specific and express terms of this Agreement and in conformance with the Constitution and Laws of New Jersey and the United States.

## **ARTICLE XXIX**

### **COMPENSATORY TIME**

A. Compensatory time off may be granted by the Borough in lieu of the payment of overtime subject to the mutual agreement of the Employee and the Chief of Police or his duly designated representative. Due to the cyclical nature of the population change within the Borough from one season of the year to the next, it is mutually agreed that compensatory time will not necessarily be granted during the period of June 1 to September 1 of any year.

B. The minimum amount of compensatory time to be taken by an Employee at any one time shall be not less than two (2) hours.

C. It is agreed that the maximum amount of compensatory time that may be carried over to the next year by any Employee shall be One Hundred (100) hours. Any time in excess of One Hundred (100) hours existing as of November 1st of any year shall revert to the payment of overtime for the excess hours. Any such payment shall be made at the time of the payment of Holiday Turn-Back payments.

**ARTICLE XXX**

**DURATION OF AGREEMENT**

A. This Agreement shall be in full force and effective as of January 1, 2001 through December 31, 2004. Bargaining for the next succeeding contract shall commence on or about September 1, 2004. In the event an impasse is reached on negotiations the parties will agree to mediation and fact finding pursuant to N.J.S.A. 34:13A-1 et seq. If an agreement is still not reached following mediation and fact finding, the parties will agree to submit their issues to an Arbitrator whose decision on the terms of said collective bargaining agreement shall be binding upon both parties. The Arbitrator shall be selected in accordance with the rules and regulations of the Public Employment Relations Commission. The cost of said Arbitrator, including the Arbitrator's fee, shall be born equally by both parties.

B. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice in writing no sooner than one hundred fifty (150) days nor later than one hundred twenty (120) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals at Stone Harbor, New Jersey on this \_\_\_day of \_\_\_\_\_, 2002.

WILDWOOD LOCAL NO 59  
POLICEMEN'S BENEVOLENT  
ASSOCIATION OF NEW JERSEY

BOROUGH OF STONE HARBOR  
CAPE MAY, NEW JERSEY

\_\_\_\_\_  
Department PBA Representative

Mayor

Attest:

Attest:

\_\_\_\_\_

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stonhar\agremnts\ww-pba.59 exp 2004  
12/20/01

GRUCCIO, PEPPER, GIOVINAZZI, De SANTO & FARNOLY, P.A.  
817 EAST LANDIS AVENUE, VINELAND, NEW JERSEY 08362

**APPENDIX "A"**  
**BOROUGH OF STONE HARBOR**

**SALARY SCHEDULE**

**SCHEDULE "A"**

This Salary Schedule applies to all employees hired prior to January 1, 2002.

	<u>Current</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>
Academy	20,574	21,345	22,145	22,976	23,837
Year 1	27,170	28,189	29,246	30,343	31,480
Year 2	33,762	35,028	36,342	37,704	39,118
Year 3	41,700	43,264	44,886	46,569	48,316
Year 4	44,587	46,259	47,994	49,793	51,661
Year 5	47,574	49,358	51,209	53,129	55,122
Year 6	52,598	54,570	56,616	58,739	60,943
Sergeant	56,803	58,933	61,143	63,436	65,815

**SCHEDULE "B"**

This Salary Schedule applies to all employees hired on or after January 1, 2002.

	<u>1/1/02</u>	<u>1/1/03</u>	<u>1/1/04</u>
Academy	21,500	22,000	22,500
Year 1	26,493	27,224	27,966
Year 2	31,486	32,448	33,432
Year 3	36,479	37,672	38,898
Year 4	41,472	42,896	44,364
Year 5	46,465	48,120	49,830
Year 6	51,458	53,344	55,296
Year 7	56,616	58,739	60,943
Sergeant	61,143	63,436	65,815



APPENDIX "B"

APPROVED CLOTHING/EQUIPMENT LIST  
PER ARTICLE XV - SECTION A

The following items are the Chief of Police and Public Safety Committee's pre-approved items of clothing/equipment that may be purchased with the PBA clothing allowance.

1. Hats
2. Shirts
3. Pants
4. Shoes
5. Coats (Spring, Fall, Winter, Rain)
6. Sweaters
7. Boots (Foul Weather)
8. Ties
9. Leather Gear
10. Emblems
11. Name Tags
12. Buttons
13. Gloves

The Public Safety Committee reserves the right to make additions or deletions to clothing/equipment contained on pre-approved list.