

A G R E E M E N T

between the

PBA LOCAL #59  
(all employees below the rank of Lieutenant)

and

THE BOROUGH OF WILDWOOD CREST

---

January 1, 2016 through December 31, 2019

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PREAMBLE

THIS AGREEMENT entered into this 6 day of DECEMBER, 2016, by and between the BOROUGH OF WILDWOOD CREST, hereinafter referred to as "Employer," and PBA LOCAL #59, hereinafter referred to as "PBA," acting for all permanent Police Officers, Detectives, and Sergeants of the Wildwood Crest Police Department, below the rank of Lieutenant, 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 representative members of the Wildwood Crest Police Department to the end that continuous and efficient service will be rendered to and by both parties for the benefit of both:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I

ASSOCIATION RECOGNITION

A. The Borough hereby recognizes the PBA as the sole and exclusive representative of all police officers, which includes patrolmen, detectives and other members of the Police Force 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 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, officers of the police force.

ARTICLE II

LEGAL REFERENCE

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

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

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

ARTICLE III

MAINTENANCE OF STANDARDS

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



## ARTICLE IV

### ASSOCIATION REPRESENTATIVES AND MEMBERS

A. The employer agrees to grant time off, without discrimination, to two (2) employees designated by the PBA to attend local and state meetings or the conventions or to serve in any capacity on other official PBA business, provided three (3) days written notice for local meetings is given to the employer by the PBA. Thirty (30) days' notice shall be given for meetings outside of Cape May County. At the discretion of the Chief of Police, no more than two (2) employees shall be granted time off at the same time. With regard to local meetings, they shall be limited to a maximum of twelve (12) per year. A certificate of attendance to the State or national convention shall be submitted by the representative so attending. The time off granted shall be for a period inclusive of the duration of the convention with a reasonable time allowed for time to travel to and from the convention.

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

C. During negotiations, the Association representatives so authorized by the Wildwood Crest Police Department, not to exceed four (4), shall be excused from their normal duties for such periods of negotiations as are reasonable and necessary.

ARTICLE V

RETENTION OF CIVIL RIGHTS

- A. Employees shall retain all civil rights under New Jersey and Federal laws.
- B. The Borough and the PBA 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 an employee because of: age, sex, race, creed, skin color, national origin, nationality, ancestry, marital or civil union 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.

ARTICLE VI

RETIREMENT

- A. Employees shall retain all pension rights under New Jersey Law and Ordinances of the Borough of Wildwood Crest.
- B. At the discretion of the Chief, or his designee, employees may take off all holidays, vacation days, personal days and compensatory time consecutively, ending at the employee's date of retirement. Sick leave is expressly excluded from use during this period. A letter of intent must be filed with the Borough at least ninety (90) days prior to the requested time off. Authorization will not be unreasonably withheld unless the pressures of work determine that accumulated time cannot be charged off prior to retirement except that the parties acknowledge that during the period May 1 through September 15, use of time may be limited or denied due to manpower needs during the summer season. The above mentioned leave time may also be cashed out within the limits imposed in this Agreement, but not until the next fiscal year, unless the funds are available in the current fiscal year as certified by the Chief Financial Officer.
- C. For employees hired prior to January 1, 2013, in the event a retired employee, or an employee who has completed twenty-five (25) years of service, dies before his/her spouse, the spouse shall continue to be eligible as a dependent under the medical benefits package plan, but shall be terminated upon remarriage. Children of the deceased retiree, or of an employee who dies prior to retirement with at least twenty-five (25) years of service, shall be eligible as a dependent until said child reaches age twenty-six (26), provided the surviving spouse elects to receive the monthly pension benefit and not the lump sum 3.5 times the employee's annual salary benefit. In any event, this benefit shall cease upon the date on which the retiree is or would have been eligible for Medicare.

Effective for dependents of employees hired on or after January 1, 2013, this provision shall apply only where the employee is killed in the line of duty or retires on an accidental disability pension. In any event, this benefit shall cease upon the date on which the retiree is or would have been eligible for Medicare.

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. Effective January 1, 2013, no employee may add a dependent upon or after retirement to be covered by any provision of this Agreement. For the purposes of this benefit, the dependent shall be defined as the specific individual that was covered at the time of the employee's retirement. For example, if an employee retires with coverage for himself and his spouse and, in retirement, his spouse passes away, the employee shall not be able to add any additional dependents, even if he remarries.

ARTICLE VII

EXTRA CONTRACT AGREEMENT

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

ARTICLE VIII

LEAVES OF ABSENCE

A. A leave of absence without pay may be granted for good cause to any permanent employee for a period up to twelve (12) months, subject to the provisions of the New Jersey Department of Personnel Rules and Regulations. Such leave shall be granted at the sole discretion of the Commissioner of Public Safety after recommendation from the Chief of Police.

B. Family Leave of Absence will be granted in accordance with the provisions of the “Federal Family and Medical Leave Act” (FMLA) and the “New Jersey Family Leave Act” (NJFLA) and the regulations promulgated pursuant to those statutes; as well as the Family Leave Policy adopted by the Borough of Wildwood Crest. Under the provisions of the FMLA, an employee may take a leave entitlement limited to a total of 12 workweeks during any 12-month period for any one or more of the reasons set forth under the FMLA. Under the provisions of the NJFLA, an employee may take a leave entitlement limited to a total of 12 weeks in any 24-month period for any one or more of the reasons set forth under the NJFLA. An employee shall be entitled to leave for the employee’s own serious health condition (FMLA only), or the need to care for a spouse, child or parent with a serious health condition. In addition, an employee may take leave to care for a parent, child or parent-in-law. 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 the NJFLA, FMLA and the judicial decisions interpreting the requirements of each Act. Employees taking FMLA or NJFLA leaves will be required to use accrued sick leave, vacation and administrative leave concurrent with the approved leave. The Borough retains all rights to require proper certification from a health care provider pursuant to all applicable laws.

ARTICLE IX

WORK WEEK

A. Work Week

The present average working week of forty-two hours shall continue in effect. The employee's regular hourly rate of pay is defined as the employee's annual base pay divided by 2,184 hours. In reliance upon the foregoing, and based upon the additional hours worked throughout the year, above and beyond the "normal" forty (40) hour work week, it is further understood and accepted by and between both parties that the one-hundred and four (104) hours of pay, as permitted by the bargained agreement, is being provided as full and complete compensation in lieu of additional hours worked between 2080 hours, which represents the standard 40 hour work week, and the 2,184 hours actually worked.

B. Overtime

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

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

3. Employees shall have their choice of receiving cash at the rate of time and one-half for each overtime hour worked, or for compensatory time off at the rate of time and one-half for each overtime hour worked, provided the approval of the Chief of Police is obtained for any such compensatory time and so long as any such compensatory time is not in violation of the Federal Minimum Wage and Hour Law. Such request for compensatory time off shall be granted on a uniform basis with standard rules and regulations applying to all employees who

make this request. It is agreed that between June 15 and Labor Day, each officer shall be allowed to exhaust available compensatory time at the discretion of the Chief of Police. Such requests shall not be unreasonably or arbitrarily denied. All requests are to be made in writing not more than thirty (30) days prior to the time requested and all requests must be either approved or disapproved within seventy-two (72) hours of the request.

C. Call Back

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

D. Court Time

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

E. Stand By

When an employee is required to stand by at his/her residence, he shall be compensated for such stand-by time at his/her regular rate of pay.

F. 1. Amount of Compensatory Time

a. Effective January 1, 2007, no employee shall be permitted to accumulate more than two hundred and forty (240) compensatory hours. Any employee who has accumulated more than two hundred and forty (240) compensatory hours as of December 31, 2006 shall be frozen at that number and shall not be allowed to accumulate any more compensatory hours until such time as the employee's total compensatory hour bank drops below two hundred and forty (240) compensatory hours.



b. Effective January 1, 2007, new employees hired after 1/1/2007 shall be permitted to accumulate no more than one hundred and twenty (120) compensatory hours.

2. Sell Bank of Compensatory Time

a. Upon the mutual agreement of the Borough and an employee, an employee may sell back to the Borough eighty (80) hours 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 eighty (80) hours, except that the deadline for requesting payment may be extended by the Chief Financial Officer based upon the availability of funds.

b. Notwithstanding subsection 2a above, the Borough may unilaterally elect to buy back all accumulated compensatory hours above two hundred and forty (240) without the agreement or consent of the employee.

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.....	Eight hours for each month worked
From 2 through 9 years.....	120 hours
From 10 through 14 years.....	160 hours
From 15 through 19 years.....	200 hours
From 20 to retirement.....	240 hours

B. Effective for employees hired on or after January 1, 2013, annual vacations shall be granted as follows:

First Year	Eight hours for each month worked
2 through 9 years	120 hours
10 through 14 years	160 hours
15 years through retirement	200 hours

C. Vacations shall be chosen by grade, then by seniority, and shall be taken from Labor Day to June 15<sup>th</sup>, excluding Memorial Day weekend. Memorial Day weekend runs from 4:00 p.m. Friday to 11:59 p.m. Monday. Vacations and holiday leave which encompass the major holidays: Easter, Thanksgiving, Christmas and New Year's Day shall be equitably divided among the members of the individual squads. An employee shall not be recalled from his/her vacation leave except in cases of dire emergency. All vacations must be sanctioned by the Chief of Police or his/her designee, and can be carried over to the next succeeding year only if the appointing authority determines that it cannot be taken because of pressure of work. Any vacation taken from Labor Day through June 15<sup>th</sup> shall be taken in a minimum of five (5) consecutive day increments, whenever possible, as determined by the personnel officer and/or the Chief of Police. In the event the twelve (12) hour shift schedule is in effect, any vacation taken from Labor Day through June 30<sup>th</sup> may be taken in a minimum of two (2) or three (3)

consecutive day increments, whenever possible, as determined by the Chief of Police or his/her designee.

D. Vacations and Holidays shall be taken as outlined in Article X and Article XI and shall be chosen in two (2) steps. Step 1 will include all Vacation, then Holidays, to be taken from the Monday after January 1<sup>st</sup> through June 15<sup>th</sup>, 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 1<sup>st</sup>. Vacations will be chosen first, by grade, then seniority, after which 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. Seniority referenced in this section shall pertain to all members of each individual squad, to include all employees of the Wildwood Crest Police Department.

## ARTICLE XI

### HOLIDAYS

A. 1. Employees covered under this Agreement shall be entitled to a total of one hundred twelve (112) holiday hours per year which shall be set forth prior to each year in a Police Officers' Holiday Schedule that may or may not include dates that coincide with any other holiday schedule provided for any other group of Borough employees. The specific dates of the holidays designated in the Police Officers' Holiday Schedule shall be those dates upon which the holidays actually fall. In addition, the employee shall be entitled to thirty-two (32) personal holiday hours which may be taken, with the permission of the Chief of Police, at any time during the calendar year. An employee shall not be recalled from holiday leave except in cases of dire emergency.

2. Employees covered under this agreement shall be entitled to receive additional holiday hours above the one hundred twelve (112) specified in the Police Officers' Holiday Schedule only if such additional holidays are declared by federal, state, or local government and result in an increase in the total number of holidays provided to other Borough employees, thereby exceeding a total of fourteen (14) in any calendar year.

B. Employees who are scheduled to work on any of the holidays designated by the Borough as holidays shall receive one and one half times his normal rate of pay for any hours actually worked on the Borough designated holiday. Compensation may be in the form of overtime pay or compensatory time off as mutually agreed upon in advance by both parties. In the event the Borough designated holiday does not fall on the actual holiday (i.e., Christmas is on a Sunday and the "Borough designated holiday" is Monday, December 26) then the employee working the actual holiday will receive the holiday pay, not the employee working on the "Borough designated holiday."

ARTICLE XII

SICK LEAVE

A. Service Credit for Sick Leave.

1. All employees shall be entitled to sick leave with pay as specified hereunder.
2. Sick leave may be used by employees who are unable to work because of personal illness or injury, exposure to contagious disease, care for a reasonable period of time of a seriously ill member of the employee's immediate family.
3. Medical emergency, including childbirth, in the immediate family residing with the employee. No more than three (3) days may be granted for this request.

B. Amount of Sick Leave.

1. Sick Leave with pay shall accrue to any full-time employee on the basis of eight (8) working hours per month during the remainder of the first calendar year of employment after initial appointment.
2. Any amount of Sick Leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year, to be used if and when needed for such purpose.
3. Sick Leave is earned at the rate of eight (8) working hours for each month of actual employment during the first calendar year.  
  
After their first year of service, employees will be credited with one hundred and twenty (120) working hours Sick Leave at the beginning of the calendar year in anticipation of continued employment for the full calendar year and may be permitted to use Sick Leave for the reasons defined above.

4. The employee must reimburse the Borough within one (1) year in cases where sick time is credited in advance, taken with pay, but not actually earned by the employee. The Borough reserves the right to take appropriate action to recover monies uncollected. In the event an employee owes the Borough money for time credited, taken, but not actually earned, the Borough reserves the right to withhold from the employee's pay monies to be paid to the Borough as reimbursement to the Borough as a result of owed time. Where an employee is no longer in the employ of the Borough, the Borough reserves the right to apply all or part of the employee's wages from the employee's last paycheck by way of reimbursement of owed time.

C. **Reporting of Absence on Sick Leave.**

1. If an employee is absent for reasons that entitle him to Sick Leave, whether of short or long duration, the employee is required to notify the Chief of Police or his designee of the general reason for absence in accordance with the Standard Operations Procedure (SOP) of the Department subject to the application of HIPAA regulations.
2. Failure to so notify the Chief of Police or his designee may be cause for denial of the use of Sick Leave for that absence and constitute cause for disciplinary action.
3. Absence without notice for five (5) consecutive tours of duty for an employee assigned to an eight (8) hour tour of duty shall constitute a resignation not in good standing. Absence without notice for three (3) consecutive tours of duty for an employee assigned to a twelve (12) hour shift shall constitute a resignation not in good standing.

D. **Verification of Sick Leave.**

(a) An employee who has been absent on Sick Leave for two (2) or more consecutive tours of duty may be required to submit medical evidence substantiating the illness to the Chief of Police or his designee.

1. An employee who has been absent on Sick Leave for periods totaling more than four (4) tours of duty in one calendar year consisting of periods of less than two (2) tours of duty shall have his or her Sick Leave record reviewed by the Borough and thereafter may be required to submit acceptable medical evidence for any additional Sick Leave in that year. When an illness is of a chronic or recurring nature causing occasional absences of one day or less, one proof of illness shall be required for every six month period. The proof of illness must specify the nature of the illness and that it is likely to cause periodic absences from employment.
2. The Borough may require proof of illness of an employee on Sick Leave, whenever such requirement appears reasonable and further may adopt such other Sick Leave verification procedures as it may deem appropriate. Abuse of Sick Leave shall be cause of disciplinary action.

(b) In the case of leave of absence due to exposure to contagious disease, a certificate from the Board of Health shall be required prior to the employee's return to work.

The Borough may require an employee who has been absent because of personal illness, as a condition of his return to work, to be examined at the expense of the

Borough by a physician or other designated health care provider designated by the Borough. Such examination shall establish whether the employee is capable of performing his normal duties and that his return to work will not jeopardize the health or safety of other employees. All such examinations shall be on the employee's own time and will not be compensated by the employer.

**E. Payment at Retirement.**

Effective January 1, 2013 any employee upon retirement who is eligible for compensation in accordance with Chapter 46 of the Borough Code, shall be entitled to compensation not to exceed \$15,000.00 which shall be paid in the first pay period after final adoption of the municipal budget in the year subsequent to the employee's effective date of retirement, unless requested by the employee to be paid in equal installments over a one (1), two (2), or three (3) year period. Notice shall be provided in accordance with Article VI of this Agreement. The parties agree that should the State of New Jersey enact a law that reduces a cap of \$15,000 then the parties agree that this shall become effective immediately, regardless of the contract terms.

**F. Payment upon Death.**

In the event of the death of an employee prior to his/her retirement, his/her estate shall be compensated for any already earned unused vacation, holiday and overtime accrued by said employee; also, one-half of his/her accumulated sick time. Compensation shall be made at the employee's regular hourly rate of pay, which shall be defined as the employee's base pay divided by 2,184. Compensation for sick leave pay shall not exceed \$15,000. However, the \$15,000 cap on sick leave shall not apply if the officer is



killed in the line of duty and, in that event, the officer's estate shall receive compensation for one-half of the officer's accumulated sick leave.

**G. Sick Leave Incentive.**

The Borough shall grant sixteen (16) compensatory hours 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, eight (8) hours will be added if the office is only charged with one (1) sick day.

## ARTICLE XIII

### INSURANCE, HEALTH AND WELFARE

#### A. Hospitalization, Medical Care, Prescription Drug Benefits.

1. The Borough agrees to provide hospitalization insurance through the New Jersey State Health Benefits Plan, as it exists or as modified by the New Jersey State Health Benefit Plan (or any other substantially similar health benefit plan), including any changes in co-pays or deductibles that may be implemented by the New Jersey State Health Benefit Plan, for all employees and eligible dependents covered by this Agreement.

The Borough shall also provide a Co-Pay Prescription Plan for employees and dependents through the New Jersey State Health Benefits Plan. The co-payment shall be determined by the New Jersey State Health Benefits Plan and may be subject to future changes to reflect the then applicable NJSHBP Plan prescription co-pays.

Effective January 1, 2016, or as soon thereafter as is practicable, the Borough provides the NJSHBP Direct 15/25 Plan for employees and their eligible dependents. An employee may select coverage of another Plan offered by the NJSHBP and in the event the selected plan costs more than the Direct 15/25 Plan then the employee shall be responsible for paying the costs of the increased premium for the selected coverage as well as any tax that may be incurred pursuant to the Affordable Care Act. Payment shall be made by equal payroll deductions.

In lieu of the NJSHBP Direct 15/25 Plan, the Borough, at its option, may provide for an alternate plan with higher co-payments and/or deductibles. In that event, the Borough will provide employees with a Health Care Reimbursement Card that would cover the costs of any increase in in-network, out of pocket, co-payments and/or deductibles.

All employees shall pay a cost contribution for Health Insurance Plan coverages in accordance with P.L. 2011, Chapter 78, Pension and Health Benefits Reform Law adopted June

28, 2011 or, if hired after January 1, 2011, three (3%) percent of their base wages, whichever is greater. Payments shall be made by way of withholdings from each employee's payroll checks. The required employee payments will be made in equal bi-weekly payroll deductions. The Borough shall establish and adopt a Section 125 Plan so that said contribution would be "pre-tax".

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

3. Effective January 1, 2016, the Borough shall no longer provide a \$15,000 term life insurance policy to active employees or any employee retiring on or after January 1, 2016.

4. Dental and Vision Benefits.

The Borough shall continue to provide Dental and Vision coverage in accordance with the Exhibits annexed hereto and made a part hereof by reference as if fully set forth herein except that the calendar year maximum Dental payments effective January 1, 2011 going forward shall be:

\$600 per employee only  
\$1200 per employee and one dependent  
\$2000 per employee and two or more dependents

and

the calendar year maximum Vision payment shall be:

\$100 per participant for contact lenses or glasses

The Borough, at its sole discretion, retains the right to select and change the providers of its Dental Plan and Vision Plan during the term of this Agreement, so long as the benefits provided are substantially similar to the current coverage. Selection of the providers is a managerial prerogative not subject to the terms of this collective bargaining agreement.

B. Insurance Upon Retirement

1. Upon retirement from the Borough and under the Police and Fireman's Pension System with 25 years of creditable service in PFRS, and after twenty-five (25) years of service with the Borough, the Borough shall provide the retiring employee and his/her family with all insurance coverage listed in Section A of this Article, and shall continue said coverage until the death of said employee or for employees retiring on or after January 1, 2016, until the retiree reaches Medicare age, subject to the provisions of Article VI, Section C and Section D, and in accordance with the provisions of N.J.S.A. 40A:10-23 as well as P.L. 2011, Chapter 78, Pension and Health Benefits Reform Law adopted June 28, 2011. Employees retiring on a state disability pension or retiring at age 62 or older with at least fifteen (15) years of service with the Borough shall also be eligible for retiree health benefits under this article.

(a) Definition of Twenty-Five Years of Service with the Borough. Twenty-five years of service with the Borough shall mean that service of the employee, in any position within the Borough, shall count as years of service for the purposes of satisfying the twenty-five year requirement. For example, if an employee has served in another department in the Borough, such as public works, or as a Special Law Enforcement Officer, those years of service shall count toward the requirement that the employee have twenty-five years of service with the Borough.

(b) Exception to Requirement of Twenty-Five Years of Service with the Borough. Those employees not needing twenty-five years of service with the Borough shall only be those employees, who, at the time of the ratification of this Agreement, have purchased time or have had additional time recognized in PFRS which was earned through law enforcement service with another employer. Those employees and those employees only shall not be required to serve twenty-five years with the Borough in

order to be eligible for post retirement health benefits provided that they are able to retire with twenty five (25) years of creditable service under PFRS. All other officers, current and those to be hired in the future, shall be required to have 25 years of service with the Borough, as that is defined in paragraph (a) above, in order to be eligible for retiree health benefits.

2. Retirees and their eligible dependents shall receive the same coverage in effect for current employees, not the benefits in effect at the time of retirement.

3. Dependent's covered in retirement shall be specific to the individual covered at the time of retirement and an employee is prohibited from adding additional dependents after his/her retirement. For example, if a retiree retires with coverage for himself and his spouse and, subsequently, the spouse dies, the retiree will then only receive individual coverage, even if the retiree re-marries. In that event, the retiree shall not be permitted to add on his new spouse. In addition, any children so covered by a retiree as dependents shall not be able to be placed back on the insurance once removed and no new children may be added.

4. Effective January 1, 2016, any employee who retires and is eligible for post-retirement health benefits from the Borough of Wildwood Crest who, after retirement, secures employment with any local, State, county or federal government agency or entity, including but not limited to, law enforcement entities where, by virtue of the employment, New Jersey State Health Benefits Plan is offered, or who is otherwise eligible to receive health insurance coverage through their employment shall be required to accept coverage for health insurance through their current employer and shall cease to be covered by the Borough of Wildwood Crest.

5. Effective January 1, 2016, upon the retired officer becoming eligible for Medicare, or, in the event of his/her death prior to that event, upon the date on which he/she would have

become eligible for Medicare, retirees and any spouses/dependents shall no longer be eligible for any Borough provided health benefits including, but not limited to, any Medicare “wrap around” pay or Medicare reimbursement or dental insurance.

C. Legal Representation

1. In accordance with N.J.S.A. 40A:14-144 whenever an Employee covered by this Agreement is a defendant in any action or legal proceeding arising out of and directly related to the lawful exercise of police powers in the furtherance of his/her official duties, the Borough shall provide said Employee with the necessary means for the defense of such action or proceeding. In the event that an Employee utilizes counsel other than that supplied by the Borough, and fees and costs shall be agreed upon by the attorney and the Borough prior to the attorney performing such services.

The above does not apply for the defense of an Employee in a disciplinary proceeding instituted against him/her by the Borough or in criminal proceeding instituted as a result of a complaint on behalf of the Borough. If any such disciplinary or criminal proceeding instituted by or on complaint of the Borough shall be dismissed or finally determined in favor of the Employee, he/she shall be reimbursed for the expense of his/her defense.

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

D. Death/Disablement of an Officer

1. In the event that an officer is killed or permanently disabled in the line of duty, the above described insurance coverage shall be continued in effect by the Borough for his/her benefit or the surviving spouse of such officer until his/her death or remarriage, as well as for all surviving unmarried children of such officer until they reach the age of twenty-three (23) years, who are dependent upon the officer for support and maintenance, but shall not include a spouse or child while service in the military service.

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

E. Worker's Compensation Coverage

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

ARTICLE XIV

EXCHANGE OF DAYS OFF

A. The member may request, and the Chief or his designee 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. In no event shall the exchange of days off create overtime.



ARTICLE XV  
CLOTHING ALLOWANCE

A. Uniforms

The Borough shall furnish an initial issue of uniforms to all new police officers consisting of those items listed on Exhibit "E" of this Agreement entitled "Uniform Items/Initial Issue and Replacement".

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

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

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

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

5. Upon retirement or resignation, all uniforms/equipment shall be returned to the Borough. The retiring or resigning Employee shall meet with the Chief's designee at which time a complete inventory of said equipment and uniforms will be completed.

6. Clothing/equipment to be issued initially and/or upgraded/replaced shall be pursuant to existing Department SOPs, as attached, at a minimum standard. Upon determination of need by the Chief, it is understood and agreed that all replacement and initial issue clothing shall be new.

7. Employees shall maintain their uniforms in good and clean condition and failure to do so shall be cause for disciplinary action.

B. Plain-Clothes Assignment Allowance.

The Borough shall provide to permanent members of the police department on year plain-clothes assignment a clothing allowance of Five Hundred Fifty Dollars (\$550.00). Permanent employees on seasonal plain-clothes assignment shall be provided with an annual allowance of One Hundred Fifty Dollars (\$150.00).

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 twenty-four (24) hours 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. Immediate family shall consist of spouse, children, step-children, brother, sister, parents, step-parent, parent-in-law, brother-in-law, sister-in-law, grandparents and grandchildren of employee or spouse.

3. 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 and the Borough Administrator in writing immediately upon receipt of dates of intended encampment.

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.

Grievances include minor discipline that provides for suspension but not for oral warnings, written reprimands, performance reviews or notices, affecting any employee covered by this Agreement.

B. Steps of the Grievance Procedure

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

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

abandonment of the aggrieved employee, or the PBA on his/her behalf, to process the grievance through the steps of the grievance procedure.

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

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

STEP FOUR: Arbitration/Appeals to the Department of Personnel.

Any grievance arising over the interpretation, application, or violation of the provisions of this Agreement which has not been satisfactorily resolved within Steps One through Three above, may be submitted to arbitration or, where appropriate, an appeal may be made to the Department of Personnel within twenty (20) days following the determination of the Commissioner of Public Safety. In the event an appeal is made to the Department of Personnel, a filing for arbitration shall be withdrawn, with the filing party bearing the cost of the same. The selection of an arbitrator under this Article shall be made from a list provided by the State of New Jersey Public Employment Relations Commission. The arbitrator shall not have the

authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. Only one (1) issue shall be submitted to an arbitrator unless the parties agree otherwise. The cost of the service of 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.

C. Managerial Prerogative

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

ARTICLE XVIII

COMMENDATION AND HONORABLE MENTION

- A. Compensatory time of sixteen (16) hours shall be given for any commendation during the term of this contract.
- B. Compensatory time of eight (8) hours 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 of 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.

## 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.

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

d. One (1) portable radio, and flashlight 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.

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



ARTICLE XX  
SALARY AND WAGES

- A. Effective January 1, 2016, a new WAGE GUIDE shall apply to all bargaining unit members. The new WAGE GUIDE is attached to this Agreement as Exhibit "A".
- B. All Officers shall be paid for the duration of the contract as set forth on Exhibit "B". Wage increases shall only apply to employees covered by this contract on the date of execution. Any employee who has terminated employment with the Borough prior to execution of the Agreement is not entitled to any benefits under this Agreement, including but not limited to salary increases or retroactive pay thereafter unless said termination resulted from a voluntary retirement of a Borough employee who is eligible to receive retirement benefits under the rules of the Police and Fireman's Retirement System (PFRS).
- C. Any employee promoted to Sergeant on or after January 1, 2016 shall only attain Sergeant II status.
- D. After December 31, 2019, all current officers will be entitled to advance to the next step on the wage guide on January 1, 2020 and will continue to do so annually until top step is reached. This shall not apply to Sergeants who are promoted on or after January 1, 2016 and who will only attain Sergeant II status as set forth in paragraph C above.

- E. Any employee promoted to Sergeant shall receive the greater of Five Thousand (\$5,000) Dollars or twenty-five (25%) percent of the differential between their current step or rank and that of the rank position being promoted to for each year until the employee reaches the appropriate negotiated pay for Sergeant I.
- F. All officers hired on or after January 1, 2013 shall be on the First Year of the wage guide and shall move to the Second Year effective January 1<sup>st</sup> immediately following his/her appointment and thereafter move diagonally, each year, unless otherwise indicated on Exhibit B. Employees hired after June 30<sup>th</sup> of any year shall be placed on the First Year of the wage guide and shall move horizontally on the wage guide effective January 1<sup>st</sup> immediately following his/her appointment. The employee shall move diagonally to the Second Year on the wage guide on the second January 1<sup>st</sup> following his/her appointment and thereafter move diagonally, each year, unless otherwise indicated on Exhibit B. However, no officer hired during the duration of this contract will advance on the Wage Guide beyond that of the lowest slotted Officer as shown on Exhibit B.
- G. Effective January 1, 2013, no additional compensation shall be paid to any employee for college credits.
- H. Effective January 1, 2013, no additional compensation shall be paid to any employee as a clothing allowance.

- I. Any officer assigned to plain-clothes or the Detective Division on a full time, year round basis shall receive Five Hundred (\$500) Dollars annually. This amount shall be prorated in the event the assignment is for less than a full year. Notwithstanding the above, such pay shall be payable to those officers who are certified by the Chief of Police as a qualified plain-clothes or detective by virtue of special training.
- J. Based upon the additional hours worked throughout the course of the year, above and beyond the “normal” forty (40) hour work week, it is further understood and accepted by and between both parties that the one-hundred and four (104) hours of pay, as currently permitted, is being provided as full and complete compensation in lieu of additional hours worked between 2080 hours, which represents the standard forty (40) hour work week, and the 2184 hours actually worked.
- K. Compensation for an officer who is assigned duty as shift commander or who serves in place of a Sergeant shall, if so designated by the Chief of Police, receive the assigned title of “officer in charge” (O.I.C.) with an increased salary of \$1,000. This increased salary shall be for the period of the assignment only. This position is non-civil service in nature, is assigned by the Chief of Police in the same fashion as that of detective based solely upon merit, and the affected officer(s) will receive the payment as described in this paragraph on the last payday on December provided said O.I.C. served the entire year. In the event that 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 prorated 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. The O.I.C. shall only be responsible for the shift in the absence of the Sergeant on that shift.

- L. The amount of each payroll check shall be determined by dividing the yearly salaries of each employee by the number of pays in that calendar year. For example, in the normal year where there are 26 pays, the employees' yearly salaries shall be divided by 26 to determine the employees' pay for each pay check. In the unusual year where there are 27 pays, the employees' salaries shall be divided by 27 to determine the pay for each paycheck. For the purposes of calculating overtime only, the employee's hourly rate shall not be reduced and shall be calculated by dividing the employee's annual salary by 2,184.

## ARTICLE XXI

### PROBATIONARY PERIOD

- A. An employee will be considered probationary until he has completed one (1) year of service following his date of hire. During such period the employee may be terminated at the discretion of the Borough. It is not intended that this Section shall bare any relationship to Article XX including the compensation to be paid to new employees during the Academy and Probationary Steps of the Salary Guide.
- B. For the purpose of seniority and longevity, the original date of permanent/provisional full time employment shall be used.

ARTICLE XXII

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 of 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 shall be provided for cases out of the county. In the event there is no vehicle available, the Borough shall compensate the officer at the rate of eighteen (\$0.18) cents per mile for the use of a private vehicle.

ARTICLE XXIII

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 is on duty, unless the exigencies of the investigation dictate otherwise.

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

3. The 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 is known that the officer is being interrogated as a witness only, he should be so informed at the initial contact.

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

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

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

(2) hours for consultation with his/her attorney. However, this paragraph shall not apply to routine day-to-day investigations.

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

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

C. "Internal Affairs investigations shall be conducted in accordance with N.J.S.A. Procedures issued by the New Jersey State Attorney General."

ARTICLE XXIV

RESIDENCY

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



ARTICLE XXV

POLICE SCHOOLS

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

B. The Borough agrees to compensate the employees at the rate of eighteen (\$0.18) cents per mile for the use of his/her private vehicle when a police vehicle is not available while attending any assigned police school.

C. The Borough shall compensate the employee at the rate of up to twenty (\$20.00) dollars per day while attending any residence school, excluding the initial Police Academy. These moneys are to be paid after the employee returns with the receipts.

D. When the Chief of Police or the training officer receives notice for availability of police training schools, they shall post a notice advising all members of the availability of said schools. The requests are to be granted on the basis of departmental need. Final determination shall be up to the police department training officer.

E. Training

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

2. Whenever an employee is required to participate in any departmental retraining occurring on his/her off-duty time, he shall be reimbursed at time and one-half in compensatory time.

F. When the school is not a residence school and daily commuting is not practical, the Borough will reimburse reasonable expenses for motel and thirty (\$30.00) dollars per day for

food, including one (1) day before reporting date if travel is necessary. These moneys are to be paid after the employee returns with receipts.

G. All employees who receive basic police training at Borough expense shall reimburse the Borough for the cost of such basic training and for such additional expenses incurred by the Borough in connection with said employment and training in the event such employee terminates his employment (whether voluntarily or involuntarily) with the Borough within three years from the date of entry into the police academy and becomes employed elsewhere in police or security related work within two years after termination of employment with the Borough. Reference herein to police or security related work is intended to be broadly construed in favor of the Borough.

ARTICLE XXVI

MISCELLANEOUS PROVISIONS

- A. Each employee shall have access to his/her personnel file upon request. Said request will be granted on the same day the request is made or on the next regularly scheduled work day of the personnel officer (Monday through Friday, excluding holidays).
- B. Employees shall be entitled to engage in any lawful activity and obtain lawful work while off duty, providing same does not conflict with his/her responsibilities as a police officer.
- C. All employees shall be made aware of any charges concerning him/her. He shall have the right to remain silent until he consults an attorney of the PBA.
- D. Any suspension and/or loss of benefits levied upon an employee by the employer must be in accordance with state and local law.
- 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. Squad designations will be posted annually and may be changed to meet operational needs with thirty (30) days advance notice as required by the provisions of the Fair Labor Standards

Act. It is hereby acknowledged that requested personal time off previously granted will be honored unless an emergency requires recall from duty.

G. Borough agrees to provide compensation or an instructor for the instruction of conversational French and/or Spanish to all employees who choose to participate.

H. Cell Phone Use: An employee, while on duty, shall not be permitted to use his or her personal cell phone except under the following circumstances:

- (1) for a police related emergency; or
- (2) for a family emergency; or
- (3) while on break.

ARTICLE XXVII

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 and after 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 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.
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.
4. To establish a code of rules and regulations for the operation of the Borough.
5. To determine the standards of performance of the employees.
6. To change, modify or promulgate policies, rules and regulations.
7. To maintain the efficiency of employees in the performance of their duties and to maintain the efficiency of its operations.
8. To relieve employees from duty because of lack of work, lack of funding, or legal cause, as permitted by law.
9. To determine the amount of overtime to be worked.

10. To determine the standards of performance of employees and the content of work assignments.

11. To determine the content of work assignments.

12. To exercise complete control and discretion over the organization and the technology of performing its work.

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 then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

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

D. Any act taken by the Borough not specifically prohibited by this Agreement shall be deemed a management right, and shall be considered as if fully set forth herein.

ARTICLE XXVIII

DURATION OF AGREEMENT

A. This Agreement shall be effective January 1, 2016, through December 31, 2019. Bargaining for the next succeeding contract shall commence on or about August 1, 2019. In the event no agreement is reached between the parties by November 1, 2019, the parties agree to mediation and fact-finding pursuant to New Jersey Statutes Annotated 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 decisions on the terms of said collective bargaining agreement shall be binding on the parties. The arbitrator shall be selected in accordance with the rules and regulations of the Public Employment Relations Commission. The cost of said arbitration, including the arbitrator's fee, shall be borne equally by the parties.

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

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

POLICEMAN'S BENEVOLENT ASSOCIATION  
LOCAL #59

BOROUGH OF WILDWOOD  
CREST

By: Cpl. Luke Donahue  
Luke Donahue

Dated: 12-5-16

ATTEST:

Cpl. Michael Hebert  
Cpl. Michael Hebert

Dated: 12/05/2016

By: Charles  
Mayor

Dated: 12-6-16

ATTEST:

Debra A. Lehten

Dated: 12-6-16

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Policeman's Benevolent Association  
Local # 59

By: Cpl. Michael Hebert  
Cpl. Michael Hebert

Dated: 12/05/2016

By: Sgt. Denise Holt #60  
Denise Holt

Dated: 12/5/16



**EXHIBIT "A"**  
**WAGE GUIDE**

	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
Sergeant III*	\$ 98,406.00	\$ 99,882.00	\$ 101,380.00	\$ 102,901.00
Sergeant II	\$ 96,478.00	\$ 97,925.00	\$ 99,394.00	\$ 100,885.00
Sergeant I	\$ 93,644.00	\$ 96,049.00	\$ 96,975.00	\$ 98,422.00
19	\$ 91,750.00	\$ 93,750.00	\$ 95,750.00	\$ 96,750.00
18	\$ 88,750.00	\$ 91,750.00	\$ 91,750.00	\$ 92,750.00
17	\$ 86,500.00	\$ 88,750.00	\$ 88,750.00	\$ 90,250.00
16	\$ 84,750.00	\$ 86,750.00	\$ 86,750.00	\$ 87,750.00
15	\$ 82,500.00	\$ 84,750.00	\$ 84,750.00	\$ 85,250.00
14	\$ 79,750.00	\$ 82,500.00	\$ 82,500.00	\$ 82,500.00
13	\$ 77,250.00	\$ 79,750.00	\$ 79,750.00	\$ 81,250.00
12	\$ 74,250.00	\$ 77,250.00	\$ 77,250.00	\$ 77,750.00
11	\$ 71,250.00	\$ 74,250.00	\$ 74,250.00	\$ 74,750.00
10	\$ 68,250.00	\$ 71,250.00	\$ 71,250.00	\$ 71,750.00
9	\$ 64,250.00	\$ 68,250.00	\$ 68,250.00	\$ 68,750.00
8	\$ 61,250.00	\$ 64,250.00	\$ 64,250.00	\$ 64,750.00
7	\$ 57,250.00	\$ 61,250.00	\$ 61,250.00	\$ 61,250.00
6	\$ 53,250.00	\$ 57,250.00	\$ 57,250.00	\$ 57,250.00
5	\$ 48,250.00	\$ 53,250.00	\$ 53,250.00	\$ 53,750.00
4	\$ 44,250.00	\$ 48,250.00	\$ 48,250.00	\$ 48,250.00
3	\$ 40,250.00	\$ 44,250.00	\$ 44,250.00	\$ 44,250.00
2	\$ 38,250.00	\$ 40,250.00	\$ 40,250.00	\$ 40,250.00
1	\$ 34,500.00	\$ 38,250.00	\$ 38,250.00	\$ 38,250.00

\*Sgt III shall only be available for Sergeants promoted on or before December 31, 2015. Any officer promoted to Sergeant on or after January 1, 2016 shall only attain Sgt. II status.

**EXHIBIT B**  
**INDIVIDUAL OFFICER SALARIES**

<b>Rank &amp; File</b>	<b>2016 Base</b>	<b>2017 Base</b>	<b>2018 Base</b>	<b>2019 Base</b>
Tomlin, M.	\$91,750.00	\$93,750.00	\$95,750.00	\$96,750.00
Weigand, J.*	\$91,750.00			
Donahue, L	\$86,500.00	\$88,750.00	\$91,750.00	\$96,750.00
Webb, M.	\$71,250.00	\$74,250.00	\$77,250.00	\$81,250.00
Hebert, M.	\$68,250.00	\$71,250.00	\$74,250.00	\$77,750.00
Mulholland, R.	\$53,250.00	\$57,250.00	\$61,250.00	\$64,750.00
Sheets, R.	\$40,250.00	\$44,250.00	\$48,250.00	\$53,750.00
Greene, J.	\$38,250.00	\$40,250.00	\$44,250.00	\$48,250.00
Young, D.	\$34,500.00	\$38,250.00	\$40,250.00	\$44,250.00
Plaza, L.	\$34,500.00	\$38,250.00	\$40,250.00	\$44,250.00
Cullen, N	\$34,500.00	\$38,250.00	\$40,250.00	\$44,250.00
Collins, James	\$34,500.00	\$38,250.00	\$40,250.00	\$44,250.00
Eckert, Andrew	\$34,500.00	\$38,250.00	\$40,250.00	\$44,250.00
Sergeants				
McKenna, J.	\$98,406.00	\$99,882.00	\$101,380.00	\$102,901.00
Gorski, E.	\$98,406.00	\$99,882.00	\$101,380.00	\$102,901.00
D'Amico, R.	\$96,478.00	\$99,882.00	\$101,380.00	\$102,901.00
Holt, D.	\$96,478.00	\$99,882.00	\$101,380.00	\$102,901.00
Becker, R.	\$96,478.00	\$99,882.00	\$101,380.00	\$102,901.00
Weigand, J.*	\$93,644.00	\$97,925.00	\$99,394.00	\$100,885.00

\*NOTE: Weigand promoted 6/24/16. He will receive Rank & File salary prior to promotion and Sergeant Salary after promotion.

**EXHIBIT "c"**  
**DENTAL BENEFITS**

**BENEFITS**

Percentage of Delta's Allowable Charges)

Preventative & Diagnostic Services	100%
Remaining Basic Services	100%
Crowns	80%
Prosthodontic Services	80%
Orthodontic Services	50%

(for eligible employees and dependents)

**ADDITIONAL BENEFITS**

Sealants - A covered benefit for children to the age of 14. Sealants are covered under the basic benefit plan on permanent molar teeth that have no previous cavities (once per tooth).

**MAXIMUM**

Calendar year maximum per patient for Preventive & Diagnostic, Basic Crowns and Prosthodontic Services:

Single	\$ 600.00
Employee & one dependent	\$1200.00
Employee & two or more dependents	\$2000.00

Lifetime maximum per patient for Orthodontic Services \$1000.00

**SERVICES NOT COVERED**

- Services for injuries or conditions which are compensable under workers' Compensation or Employers' Liability Laws; services which are provided to the eligible patient by any Federal or State Government Agency or are provided without cost to the eligible patient by any municipality, county or other political subdivision.
- Services with respect to congenital or developmental malformations (including TMJ), cosmetic surgery and dentistry for purely cosmetic reasons
- Minor tooth movement
- Consultation fees
- Prescribed drugs, analgesics
- Experimental procedures
- Oral hygiene instruction
- Services performed prior to effective date of coverage
- Charges for hospitalization, including hospital visits
- Broken appointments
- Laboratory tests

EXHIBIT "D"

BOROUGH OF WILDWOOD CREST  
VISION CARE BENEFITS

EYEGASSES (LENSES AND FRAMES) \$100

OR

CONTACT LENSES (TOTAL ALLOWABLE) \$100

\*\*ALLOWANCE FOR CONTACT LENSES IN LIEU OF ALL  
BENEFITS, INCLUDING EYEGASSES

EXHIBIT "E"

UNIFORM ITEMS/INITIAL ISSUE AND REPLACEMENT

UNIFORM ITEM	NUMBERED ISSUED
BADGE - UNIFORM	1
BADGE - OFF DUTY	1
BADGE/HAT	1
BELT/GARRISON	1
BELT/GUN	1
BELT BUCKLE	1
BELT KEEPERS	4
BODY ARMOR/WITH COVER	1
BODY ARMOR/COVER	1
COAT/ALL SEASON	1
GEAR BAG	1
HANDCUFFS/KEY	1
HAT/ALL SEASON	1
HAT/BASEBALL	1
HAT/WATCH CAP	1
HAT/RAIN CAP	1
HOLSTER/DUTY	1
MAGAZINES	3
MAGAZINE POUCH/DOUBLE	1
NAME TAG	1
PANTS/ALL SEASON	5
PEPPER MACE	1
PEPPER MACE HOLDER	1
PR 24 AND HOLDER	1
PORTABLE RADIO/CHARGER	1
PORTABLE RADIO HOLDER	1
RAINCOAT/SHORT OR LONG	1
RAINHOOD/OPTIONAL	1
RAIN BOOTS/OPTIONAL	1
RANGE GEAR/GLASSES/PHONES	1
SHIRT/SUMMER	5
SHIRT/WINTER	5
SHOES/DRESS	1
SHOES/WALKING	1
SHOES/COMBAT BOOT STYLE	1
SWEATER	1
TIE/TIE TACK	1
TURTLE NECK SHIRT	3
WEAPON/WITH TRIGGER LOCK	1

BOROUGH OF WILDWOOD CREST  
COUNTY OF CAPE MAY  
NEW JERSEY

RESOLUTION NO. 372-03

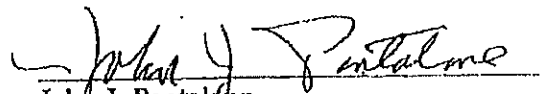
WHEREAS, PBA LOCAL #59, hereinafter known as PBA, has been certified as the representative of all employees below the rank of Lieutenant; and

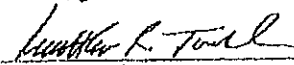
WHEREAS, the bargaining team of said PBA and the bargaining team of the Borough of Wildwood Crest have met in extended session and have reached agreement on the amendment of all contract provisions related to change of shift assignments from eight (8) hour periods to twelve (12) periods effective May 31, 2003 and the specific sections to be amended are annexed hereto and made a part hereof by reference as if fully set forth; 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 both the amendment referenced hereinabove as well as the additionally authorized "Memorandum of Understanding" relative to implementation of the "new" shift assignments; all of which having been negotiated by and between both parties in accordance with the full provisions of Borough Resolution No. 296-03, adopted February 8, 2003.

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

1. The allegations of the preamble hereto are incorporated herein by reference as if set forth in full.
2. The Mayor and Borough Clerk be and they are hereby authorized, instructed, and empowered to execute the "Amendment to PBA Local #59 Agreement", January 1, 2002 through December 31, 2005, which amendment shall contain all negotiated sections and/or provisions to be revised as a result of the changeover from eight (8) hour shift assignments to twelve (12) hour shift assignments; said "Amendment" is annexed hereto and made a part hereof by reference as if fully set forth.
3. The Mayor and Borough Clerk be and they are hereby authorized, instructed, and empowered to execute the "Memorandum of Understanding", negotiated by and between both parties relative to the Borough's reservation of rights and that no additional compensation shall be provided due to the changeover of shift assignments (or for any change back to eight (8) hour shift assignments if/as necessary).

  
John J. Pantalano

  
Matthew R. Tomlin

  
Don Cabrera

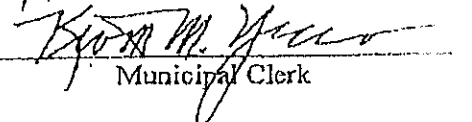
COMMISSIONERS

Resolution No. 372-03

Offered by Mr. Tomlin

Seconded by Mr. Cabrera

Adopted June 2, 2003

  
Municipal Clerk

"MEMORANDUM OF UNDERSTANDING"

Re: "TWELVE HOUR SHIFT ASSIGNMENTS"

The changeover to twelve (12) hour shifts, commencing May 31, 2003, conditioned upon complete and total acceptance, by both parties, of attached "Amendment" to Agreement between the PBA Local #59 and the Borough of Wildwood Crest, County of Cape May and State of New Jersey dated January 1, 2002 through December 31, 2005 in addition to the specific provisions as follows:

- A. The Borough retains, and reserves unto itself, unilateral authority to revert back to eight (8) hour shift schedules, with all language changes amendatory hereto, to likewise revert back to the former schedule in the event the Borough determines that the change to twelve (12) hour shifts is not in the best interests, economically managerially or otherwise, of the Borough of Wildwood Crest.
- B. Both parties acknowledge, understand, and agree that there shall be additional compensation for this schedule change, whereby the work week shall increase from eight (8) hours to twelve (12) hours, since the total number of hours to be worked on an annual basis shall remain 2184 and compensation in this regard, "thirteen" days pay, is all being provided.

IN WITNESS WHEREOF, the parties hereto have caused this MEMORANDUM OF UNDERSTANDING to be signed by their respective representatives on this 28th day of May, 2003.

FOR PBA LOCAL #59

By: Cpl. Bill Kita

Attest:

Sgt. [Signature]

Date: 6/2/03

FOR THE BOROUGH OF WILDWOOD CREST

By: [Signature]

Attest:

[Signature]

Date: 6/2/03

AMENDMENT TO AGREEMENT BETWEEN THE PBA LOCAL #59 AND THE BOROUGH OF WILDWOOD CREST, COUNTY OF CAPE MAY AND STATE OF NEW JERSEY, DATED JANUARY 1, 2002 THROUGH DECEMBER 31, 2005.

The PBA Local #59 and the Borough of Wildwood Crest, as a result of discussion, negotiation, and agreement on the provisions included herein as well as the "Memorandum of Understanding", dated May 28, 2003 and attached hereto, made a part hereof by reference as if fully set forth, do hereby agree to amend the PBA ratified agreement to include said "Memorandum" and contract provisions as follows:

ARTICLE IX, SECTION A, (PAGE 13) - CHANGE REFERENCE FROM 13 DAYS TO: 104 hours

ARTICLE IX, SECTION F.2 (PAGE 15) - CHANGE BOTH REFERENCES FROM TEN (10) DAYS TO: eighty (80) hours.

ARTICLE X, SECTION C, (PAGE 17) = ADD LANGUAGE TO LAST SENTENCE IN PARAGRAPH TO PROVIDE AS FOLLOWS: Seniority referenced in this section shall pertain to all members of each individual squad, to include all employees of the Wildwood Crest Police Department

ARTICLE XI, SECTION B (PAGE 18) = IN LAST SENTENCE, REPLACE FORMER LANGUAGE AFTER ADDITIONAL AS FOLLOWS: one-half hour of compensatory time for every one hour actually worked on the day on which one of the fourteen "borough holidays" actually fall.

ARTICLE XII, SECTION A (PAGE 19) = NEW SECOND SENTENCE TO REPLACE FORMER LANGUAGE AND PROVIDE: Employees shall be required to provide the Borough with a doctor's certificate after two consecutive twelve (12) hour shifts having been charged off to sick leave.

ARTICLE XII, SECTION D (PAGE 19) = LAST SENTENCE = CHANGE REFERENCE FROM: EIGHT (8) HOURS TO: four (4) hours.

ARTICLE XX, SECTION D (PAGE 35) = CHANGE REFERENCE FROM THIRTEEN (13) DAYS TO: one hundred four (104) hours.

In addition, all other language as contained in the PBA ratified (formerly approved) agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this AMENDMENT AGREEMENT to be signed by their respective representatives on this 28<sup>th</sup> day May, 2003.

FOR PBA LOCAL #59

FOR THE BOROUGH OF WILDWOOD CREST

By: Cpl. Bill Hita

By: [Signature]

Attest:

Attest:

Sgt. J. Pitt #448

[Signature]

Date: 6/2/03

Date: 6/2/03