

MEMORANDUM OF UNDERSTANDING
Egg Harbor City
and
Policemen's Benevolent Association Local 77
April 27, 2022

Whereas, a Collective Bargaining Agreement was in effect from January 1, 2017 through December 31, 2021.

Whereas, the parties negotiated in good faith a successor contract;

Whereas, the City and the PBA believe that hiring and retention of police officers are important to public safety and the residents of Egg Harbor City;

The following are contractual changes agreed to by the parties. Any prior contractual language not altered below shall continue in full force and effect.

1. Article IV- Non-Discrimination- Delete and replace as follows
 - a. The City and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, political affiliation, age, ancestry, nationality, marital or domestic partnership or civil union status, gender identity or expression, disability, military service, affectional or sexual orientation, atypical cellular or blood trait, genetic information (including refusal to submit to genetic testing) or any other classification protected by law.
2. Article XI- Leaves of Absence- Section B. Add miscarriage to bereavement leave and replace article as follows.
 - a. Five (5) days, including the day of the funeral with be granted in the event of the death of an employee's spouse, domestic partner, civil union partner, child,

miscarriage, legal ward, foster child, grandchildren, step child, brother, sister, parent, step parent, legal guardian.

- b. Three (3) days, including the day of the funeral in the event of the death of a grandfather, grandmother and in-laws.
 - c. Employees can use their earned sick leave if additional time is needed.
- 3. Article XI- Leaves of Absence- Section D. Modify automatic termination language and replace with "Officers on a medical leave of absence for more than six (6) months, whether work related or not, shall have a meeting with a member of management, in the presence of a union official (member can affirmatively request that union not participate), at approximately six (6) months and, if still out, again at ten (10) months to discuss their return to work progress, and potential necessary accommodations, and retirement options /procedures. Absent exceptional circumstances a leave of absence shall not exceed one year.
 - 4. Article XI- Leaves of Absence- Section E Annual Medical Checkup- Delete in entirety
 - 5. Article XII Salaries - Attached as appendix is a new salary guide and detailed adjustments of officers in the department.
 - 6. Article XII Salaries- Integrate 12-hour shift memo into the contract. The 12 should shift shall be a Pittman schedule with 7am to 7pm schedule and vice versa. Every month the schedule shall rotate from days to nights.
 - 7. Article XII Salaries Section (D) overtime paragraph 6 shall include on call time. Officers in the detective bureau who are placed on call shall receive 1.5% of their base salary added to their pay. This compensation is irrespective of a

call out on overtime.

8. Article XII Section D. Overtime §7 shall also include the following: Compensatory time shall be accumulated up to 480 hours. Any officer having excess of 480 hours will be immediately paid for any banked time in excess of 480 hours at their current rate of pay. Any officer at the 480-hour cap shall be paid for all overtime worked.
9. Article XIII Acting Officer- If the acting capacity work continues across calendar years the member does not have to wait the initial 30 days again.
10. Article XV- The baseline healthcare plan shall be the SHBP Direct 20/30.
 - a. Officers shall be eligible to select any greater SHBP coverage but will be 100% responsible for any price increase. Officers shall pay Chapter 78 contributions based on the Direct 2030 plan cost and the full premium difference between the selected plan and Direct 2030.
 - b. Officer contributions to health insurance pursuant to Chapter 78 shall be based on the SHBP Direct 2030 premiums or the premiums of any lower costing plan a member elects to use.
 - c. Wages:
 1. Implementation of the raises shall be held until the State effectuates the transition to Direct 20/30.
 2. Should it take longer than August 1, 2022 the parties agree to adjust the salary provision to account for the change in circumstances due to the diminished savings from the healthcare switch.
 3. If the enrollment happens before August 1, 2022 the negotiated raises and new salary

guide are retroactive to January 1, 2022.

a. Notwithstanding the above, Officers in the salary guide shall remain at their 2021 rate until their anniversary date when they will move to the next step on the guide.

b. Notwithstanding the above, Officers Cantz, Rosenberger, and White shall be paid \$40,000 effective as of January 1, 2022. They shall receive the remainder of their 2022 step increase on their anniversary date. In the subsequent years of this Agreement, these officers shall remain that the prior year's rate until they move to their next step on the guide on their anniversary date.

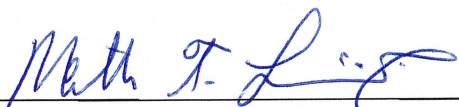
11. Article XIX Miscellaneous Provisions - Remove entire article
12. Article XX - three (3) year contract 2022-2024.
13. Officer working special details paid by outside vendors shall receive \$80 per hour. This will be addressed by ordinance.

For Egg Harbor City

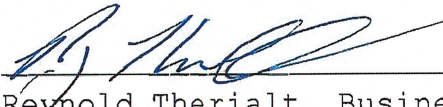


Mayor Dr. Lisa Jampetti

For Mainland PBA Local No. 77



Matthew T. Landicini, PBA Shop Steward

 4-29-22

Reynold Therialt, Business Agent

Addendum B

Employee Wages

NAME	<u>2021</u> Wage	<u>Actual</u> '21 Wage	<u>2022</u> Wage	<u>Actual</u> '22 Wage	<u>2023</u> Wage	<u>Actual</u> '23 Wage	<u>2024</u> Wage	<u>Actual</u> '24 Wage
Aylwin, Marcella, Sgt	\$116,273	\$116,273	\$118,599	\$118,599	\$120,971	\$120,971	\$123,390	\$123,390
Hurley, Jennifer-Sgt	\$107,501	\$107,501	\$109,651	\$109,651	\$111,844	\$111,844	\$114,081	\$114,081
Landicini, Matt, Sgt	\$107,501	\$107,501	\$109,651	\$109,651	\$111,844	\$111,844	\$114,081	\$114,081
Perna, Zachary-Sgt	\$107,501	\$107,501	\$109,651	\$109,651	\$111,844	\$111,844	\$114,081	\$114,081
McKenna, Brian	\$101,416	\$101,416	\$103,445	\$103,445	\$105,513	\$105,513	\$107,624	\$107,624
Brown, Richard	\$59,600	\$58,000	\$71,125	\$65,363	\$78,333	\$74,729	\$86,286	\$82,310
Caldwell, Stephen	\$56,400	\$53,467	\$67,000	\$57,283	\$74,000	\$67,583	\$81,714	\$74,643
Rodriguez, Jose	\$53,200	\$51,600	\$62,875	\$58,038	\$69,667	\$66,271	\$77,143	\$73,405
Mangold, Nicholas	\$46,800	\$46,267	\$54,625	\$53,321	\$61,000	\$59,938	\$68,000	\$66,833
Giordano, Joseph	\$46,800	\$46,267	\$54,625	\$53,321	\$61,000	\$59,938	\$68,000	\$66,833
Smith, Evan	\$46,800	\$46,000	\$54,625	\$52,669	\$61,000	\$59,406	\$68,000	\$66,250
Carpo, Richard	\$46,800	\$44,667	\$54,625	\$49,408	\$61,000	\$56,750	\$68,000	\$63,333
Defeo, Alex	\$46,800	\$44,667	\$54,625	\$49,408	\$61,000	\$56,750	\$68,000	\$63,333
White, Thomas	\$37,200	\$37,200	\$42,250	\$40,750	\$48,000	\$44,167	\$54,286	\$50,095
Cantz, Justin	\$37,200	\$37,200	\$42,250	\$40,750	\$48,000	\$44,167	\$54,286	\$50,095
Rosenberger, Dalton	\$37,200	\$37,200	\$42,250	\$40,750	\$48,000	\$44,167	\$54,286	\$50,095

The above Chart shows the wage of the employees at the end of each calendar year in the unshaded column and the employee's estimated annual earnings¹ are shown in the shaded columns.

As Employees only move to the next Step on their anniversary date.

As such, employees who are still subject to the Wage Guide will earn less than shown on the chart.

¹ The formula for this calculation is a rough estimate and takes the number of months from the first of the year that the officer is paid at the prior year's step wage plus the number of months from the first day of officer's anniversary month. [Ex. Date of hire: July 14; 6 months at prior year's rate and 6 months at the rate of the next step.]. The officers actual wage will be calculated to the actual day of the officer's anniversary.

Addendum A

Wage Guide

	<u>2022</u>	<u>2023</u>	<u>2024</u>
Captain	\$ 118,599	\$ 120,971	\$ 123,390
Lieutenant	\$ 114,037	\$ 116,318	\$ 118,644
Sergeant	\$ 109,651	\$ 111,844	\$ 114,081
Off-Guide	\$ 103,445	\$ 105,513	\$ 107,624
Seventeenth Year	\$ 100,000	\$ 102,000	\$ 104,040
Sixteenth Year	\$ 100,000	\$ 102,000	\$ 104,040
Fifteen Year	\$ 95,875	\$ 100,000	\$ 102,000
14th Year	\$ 91,750	\$ 95,667	\$ 100,000
13th Year	\$ 87,625	\$ 91,333	\$ 95,429
12th Year	\$ 83,500	\$ 87,000	\$ 90,857
11th Year	\$ 79,375	\$ 82,667	\$ 86,286
10th Year	\$ 75,250	\$ 78,333	\$ 81,714
9th Year	\$ 71,125	\$ 74,000	\$ 77,143
8th Year	\$ 67,000	\$ 69,667	\$ 72,571
7th Year	\$ 62,875	\$ 65,333	\$ 68,000
6th Year	\$ 58,750	\$ 61,000	\$ 63,429
5th Year	\$ 54,625	\$ 56,667	\$ 58,857
4th Year	\$ 50,500	\$ 52,333	\$ 54,286
3rd Year	\$ 46,375	\$ 48,000	\$ 49,714
2nd Year	\$ 42,250	\$ 43,667	\$ 45,143
1st Year	\$ 38,125	\$ 39,333	\$ 40,571
Academy	\$ 34,000	\$ 35,000	\$ 36,000