

MEMORANDUM OF AGREEMENT

CITY OF VENTNOR AND PBA LOCAL 97

This Memorandum of Agreement (MOA) is between ~~the~~ City of Ventnor (the City) and PBA Local 97 (PBA). This MOA is entered into this 15 day of July, 2021.

The City and PBA have engaged in collective negotiations regarding a new agreement to replace the current agreement between the parties which expired on December 31, 2020. The City and PBA have reached an agreement as to changes to be included in the new contract and the purpose of this Memorandum of Agreement is to confirm those understandings, as follows:

1. ARTICLE 1 - AGREEMENT AND RECOGNITION

Revise date.

2. ARTICLE 2 - PURPOSE

No change.

3. ARTICLE 3 - NEGOTIATIONS PROCEDURE

No change.

4. ARTICLE 4 - GREIVANCE PROCEDURE

No change.

5. ARTICLE 5 - NON-DISCRIMINATION

No change.

6. ARTICLE 6 - ASSOCIATION RIGHTS AND PRIVILEGES

No change.

7. ARTICLE 7 - EMPLOYEE REPRESENTATIVE

No change.

8. ARTICLE 8 - BULLETIN BOARD

No change.

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9. ARTICLE 9 – MANAGEMENT RIGHTS

No change.

10. ARTICLE 10 – HOURS OF WORK

Paragraph D – Add, “Should a recall occur, the officer will be immediately credited with the Kelly hours that were not taken.”

There are no other changes to this article.

11. ARTICLE 11 – SALARIES

A. The salary schedule shall be modified at each step and rank by the following percentages on each effective date and retroactive to each effective date as applicable:

Effective 1/1/2021– 2.0% increase, across the board
Effective 1/1/2022– 2.25% increase, across the board
Effective 1/1/2023– 2.25% increase, across the board
Effective 1/1/2024– 2.5% increase, across the board

Base Annual wages for employees covered by this Agreement shall be set forth in Schedule A annexed hereto. It is the specific intent of the parties that officers’ advancement on the salary guide (step movement) shall expressly survive the expiration of this contract and any and all officers that are not at the top step of the salary guide upon the date of expiration shall continue to advance on their respective salary guides until a new agreement has been ratified and executed.

Paragraphs B through E shall be deleted.

Paragraph F – “Step movement shall take place on January 1st except as set forth in paragraph G below” (NOTE: paragraph G will be re-lettered)

The Sergeant or Lieutenant serving as the Accreditation Manager and/or Administrative Supervisor shall receive an annual stipend of \$2,500 to be paid in the first pay period of December of each year.

12. ARTICLE 12 – LONGEVITY

No change.

13. ARTICLE 13 – OVERTIME

Add “Should a recall occur, the officer will be immediately credited with the compensatory time off from work that was not taken.”

Paragraph G – At Home Call

Add: “An on-call tour shall consist of one (1) calendar week. For each calendar week assigned as the on-call detective, the officer assigned shall automatically

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receive a total of fourteen (14) hours of compensatory time for serving in a designated on-call capacity. The officer receiving the 14 hours of compensatory time shall not, during that week, be eligible for the one (1) hour of compensatory time for phone calls referenced in this Article.

An on-call detective that is required to respond into work during his/her off time shall receive a minimum of four (4) hours of overtime compensation regardless of the amount of time required to complete the task for which he/she has been called to address. If the time required to complete the task is in excess of four (4) hours, the officer shall be compensated thereafter for every additional hour of work at the overtime rate.”

Paragraph I – Private Details - shall be revised as follows: All officers bound by this collective bargaining agreement shall receive a flat overtime rate of ~~sixty-five dollars (\$65.00)~~ seventy-two dollars and fifty cents (\$72.50) per hour for all private details scheduled for calendar year 2021, however, this rate shall not be retroactive and shall only apply upon final ratification and execution of the agreement by the parties. Until then, the rate shall remain at sixty-five dollars (\$65.00). Effective January 1, 2022, the rate shall be _____ per hour*. Effective January 1, 2023, the rate shall be _____ per hour*. Effective January 2024, the rate shall be _____ per hour*. The City reserves the right to add an administrative fee above the ~~sixty-five (\$65.00)~~ established rate for all private details to be paid for by the requesting agent.

*THE RATE SHALL BE DERIVED BASED UPON THE TOP PATROL RATE FOR EACH YEAR. THE PARTIES SHALL FURTHER CONFER AND AGREE UPON THE EXACT RATE UPON FINAL AGREEMENT OF THE WAGE GUIDE.

In the event no successor contract is reached prior to January 1, 2025, the rate shall REMAIN at the 2024 rate until it is renegotiated.

14. ARTICLE 14 - HOLIDAYS

No change.

15. ARTICLE 15 – VACATIONS

Paragraph A(3) – change “B.3” to “B.2”

In the event an employee utilizes more than their pro-rated share prior to separation of employment the employee shall reimburse the City for any time used and not earned.

16. ARTICLE 16 – PERSONAL DAYS

In the event an employee utilizes more than their pro-rated share of personal days prior to separation of employment employee shall reimburse the City for any time used and not earned.

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17. ARTICLE 17 – SICK LEAVE

In the event an employee utilizes more than their pro-rated share prior to separation of employment, employee shall reimburse the City for any time used and not earned, unless the employee separates employment on or after July 1 of the year.

Payment for accumulated sick leave shall only be payable upon a bona fide retirement from a State Retirement System, excluding a deferred retirement. In accordance with 11A:6-19.2, employees hired on or after May 21, 2010 shall be capped at \$15,000. This provision will not be enforceable in the event this law changes.

18. ARTICLE 18 – TERMINAL LEAVE

No change.

19. ARTICLE 19 – FUNERAL LEAVE

No change.

20. ARTICLE 20 – INJURY LEAVE

Revise paragraph A to reflect practice of providing employee with full pay, as follows: “When an employee covered under this Agreement suffers a work-connected injury or disability, the City shall continue such employee at full pay for a period of up to seven (7) days. Thereafter, the City shall compensate the employee in the amount of the difference between the employee’s full pay and the amount of temporary disability benefits accruing under the provisions of the Workers’ Compensation Act. Pay will be provided on regularly scheduled pay dates., In no instance will an employee receive less than their regular bi-weekly base pay. To accomplish this, the City will provide the employee with a check in the amount of the employee’s regular bi-weekly rate and the employee will be responsible for any taxes, encumbrances or any liabilities that may accrue and are not part of his/her normal payroll deductions. Any payments made pursuant to the Workers’ Compensation Act will be provided directly to the City. Any reconciliation of taxable income will become the responsibility of the employee.

21. ARTICLE 21 – MILITARY LEAVE

No change.

22. ARTICLE 22 – LEAVE OF ABSENCE WITHOUT PAY

No change.

23. ARTICLE 23 – HOSPITALIZATION AND HEALTH INSURANCE

Paragraph E – delete reference to \$1,200 and confirm that the amount is \$1,500 for dental plan.

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No other changes.

24. ARTICLE 24 – UNIFORMS

No change.

25. ARTICLE 25 – EQUIPMENT

No change.

26. ARTICLE 26 – SCHOOLS

Officers designated as Field Training Officers shall be paid 1.0% of their base salary, payable as a lump sum in December.

27. ARTICLE 27 – COLLEGE INCENTIVE PROGRAM

No change.

28. ARTICLE 28 – LEGAL AID

No change.

29. ARTICLE 29 – GUN RANGE

Delete reference to “two hundred (200) personal practice rounds of ammunition.”

30. ARTICLE 30 – MEAL PERIOD/BREAKS

No change.

31. ARTICLE 31 – OUTSIDE EMPLOYMENT

No change.

32. ARTICLE 32 – CEREMONIAL ACTIVITIES

No change.

33. ARTICLE 33 – PERSONNEL FILES

No change.

34. ARTICLE 34 – MUTUAL COOPERATION PLEDGE

No change.

35. ARTICLE 35 – DUES DEDUCTION AND AGENCY SHOP

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Paragraph E- No change.

Revise paragraph F as follows: “The City agrees to deduct the any fair share fee, which has been voluntarily agreed to by the employee, from the earnings of those employees who elect not to become members of the Association, but have voluntarily agreed to pay a fair share fee, and transmit the voluntary fee to the majority representative. Deductions shall commence as soon as practicable upon notification by the Association to the City with appropriate supporting documentation of the voluntary fee agreement. The voluntary fair share fee shall be in an amount equal to 85% of regular union membership dues, fees and assessments as certified by the Union to the Employer.”

Delete Paragraphs, G, H, I

Paragraph J – revise “Prior to January 1st and July 31st of each year, the Association shall provide advance written notice to the New Jersey Public Employment Relations Commission, the City and to all employees within the unit, the information necessary to compute the voluntary fair share fee. for services enumerated above.

Paragraph K – no change.

Paragraph L – revise “fair share assessment” to read “voluntary fair share assessment.”

36. ARTICLE 36 – INVESTIGATION OF POLICE OFFICERS

No change.

37. ARTICLE 37 – RETENTION OF BENEFITS

No change.

38. ARTICLE 38 – SAVINGS CLAUSE

No change.

39. ARTICLE 40 – OFF DUTY ACTION

No change.

40. ARTICLE 41 – POLICE K-9

For the period of January 1, 2021 through December 31, 2021 there shall be no change to Article 41 of the contract.

Effective January 1, 2022 and for the remainder of the contract:

The language in Subsection A shall be eliminated and replaced with the following:

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Current K-9 Lieutenant Gaeckle shall receive a stipend of \$5,000, payable in one lump sum in the first pay period of December of each year of this contract. Thereafter, this benefit shall end on December 31, 2024.

Current K-9 Acting Sergeant Franco shall receive a stipend of \$4,000, payable in one lump sum in the first pay period of December of each year of this contract. Thereafter, this benefit shall end on December 31, 2024.

Subsections B., C. and D. shall remain unchanged.

Any and all future K9 Handlers, assigned after the date of ratification of this Agreement, shall be compensated in the following manner.

A. K9 Officer Compensation Subsequent to the Execution of this Agreement *Modified*

- 1) Upon graduation from a K9 Academy Patrol School or Scent School, New K9 Officers shall be compensated with a \$3,000.00 stipend. This stipend shall be distributed in two increments of \$1,500.00 in separate checks, the first payment being in June and the second payment in December. The compensation rate is \$3,000.00 whether the K9 Team is trained for a single purpose (ie; patrol, narcotic, bomb) or whether the team is cross trained.
- 2) If an Officer serves as a K9 Handler for a minimum of five (5) consecutive years, the \$3,000.00 compensation shall continue to be paid as outlined above for the LIFE of the K9 (Canine) whether the K9 is active or retired and/or still in the possession of the handler. Should a handler be inactive because their K9 is medically retired before the handler accrues five (5) years of continuous service and the handler requalifies with another K9, the 5-year minimum shall be an aggregate total of K9 handler service with both partners, exclusive of academy periods. Should the handler adopt his retired K9 partner and requalify with a second K9, the handler shall still only receive one stipend of \$3,000.00.

41. APPENDIX A AND B

No change.

SIDE ISSUE OF AGREEMENT:

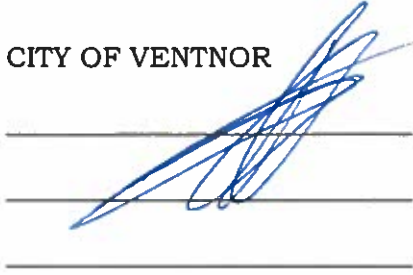
The City of Ventnor has agreed to build locker room facilities for the Female Law Enforcement Officers.

Locker room facilities shall be those as per architect's plan. Architect → William McAlees Architecture.

This MOA is subject to the ratification of the PBA and approval by the City. The bargaining committees of the PBA and City agree to recommend approval to their respective bodies.

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CITY OF VENTNOR



PBA LOCAL 97

