

AGREEMENT

By and Between

BOROUGH OF WEST WILDWOOD

A Municipal Corporation of the State of New Jersey

And

CAPE MAY COUNTY LODGE NO. 7

FRATERNAL ORDER OF POLICE

JANUARY 1, 2021 THROUGH DECEMBER 31, 2025

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PREAMBLE

THIS AGREEMENT, dated 4th day of Nov., 2020, by and between the **BOROUGH OF WEST WILDWOOD**, a Municipal Corporation of the State of New Jersey, located in Cape May County, New Jersey, hereinafter called "Borough", AND the **CAPE MAY COUNTY LODGE #7, FRATERNAL ORDER OF POLICE**, hereafter called the "Lodge", represents the complete and final understanding on all negotiable issues between the Borough and the Lodge.

ARTICLE 1 – RECOGNITION

- A. The Borough hereby recognizes Cape May County Lodge #7, Fraternal Order of Police-New Jersey Labor Council as the exclusive collective negotiations agent for all full-time police officers in the ranks of Captains, Lieutenants, Sergeants, and Patrol Officers employed in the Police Department of the Borough of West Wildwood, but excluding casual employees, seasonal employees, part-time employees, the Chief of Police, non-police employees and all others.
- B. The title of Police Officer shall be defined to include the plural as well as the singular, includes males and females, and the phrases "Policemen and Policewomen".
- C. For Officers hired after the effective date of this Agreement, all references in this Agreement referring to "years of service" refers to full-time, permanent service as a Police Officer with the Borough of West Wildwood.

ARTICLE II – LEGAL REFERENCE

- A. Nothing contained herein shall be construed or deny or restrict any Policeman such rights as he / she may have under any other applicable laws and regulations.
- B. The provisions of this Agreement should be subject to and subordinate to State Law and local Ordinances, except that any necessary amendments to existing Ordinances that effect this Agreement shall be negotiated and duly enacted by the Board of Commissioners of the Borough of West Wildwood. These provisions do not abridge the rights of the Borough under Title 40 and / or Title 40A of the New Jersey Statutes and other state and local laws.

ARTICLE III – MANAGEMENT RIGHTS

- A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States.
- B. 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 hereof, and then only in the event they are in conformance with the Constitution and Laws of the State of New Jersey and the United States and the Ordinances of the Borough of West Wildwood.

- C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authorities under N.J.S.A. 40:1-1 et. seq. N.J.S.A. 40A:1-1 et. seq. N.J.S.A. 11:1-1 et.seq. or any other national, state or county law.

ARTICLE IV – LODGE REPRESENTTIVES

- A. Pursuant to N.J.S.A. 40A: 14-177, the Borough agrees to grant a leave of absence with pay to one (1) duly authorized representative of the FOP to attend any State or National convention of such organization. A certificate of attendance to the State or National convention shall be submitted by the representative so attending. The leave of absence 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. Accredited representatives of the Lodge may enter the Borough facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. When the Lodge decides to have its representative enter the Borough facilities or premises, it will request such permission from the Chief of Police and such permission will not be unreasonably withheld, provided there should be no interference with normal operations of the business of Borough government or the normal duties of employees.
- C. One (1) Lodge representative and one (1) assistant Lodge representative may be appointed to represent the Lodge in grievances with the Borough.
- D. During collective negotiations, one (1) authorized representative shall be excused from his/her normal work duties to participate in collective negotiation sessions that are reasonable and necessary and the authorized representative shall suffer no loss of regular pay during attendance at negotiating sessions.

ARTICLE V – RETENTION OF CIVIL RIGHTS

- A. Officers shall retain all of the civil rights provided under New Jersey Law and Federal Law.

ARTICLE VI – POLICE BILL OF RIGHTS

- A. Officers covered hereunder shall only be disciplined for just cause. Officers shall be apprised in writing of the reason(s) for such discipline as per the New Jersey Attorney General Policies and Procedures.

- B. Officers shall not be suspended or suffer any loss in benefits until after said officer has had a disciplinary hearing and has been found guilty, except in cases of a severe nature, when the Chief deems the suspension of the officer an immediate necessity for the safety of the public or the welfare of the Department. The Chief shall immediately submit a report explaining such action to the Commissioner of Public Safety or his/her designee and a copy of such report shall be made available to the officer.
- C. All Police Officers shall have access to their individual personnel files upon reasonable notice to the Chief of Police or his/her designee. No separate personnel file shall be established which is not available for an officer's inspection and any written material will not be placed in the officer's file until reviewed and initialed by the officer. The officer's initial shall not constitute agreement with the content of such materials.
- D. Whenever an officer's personnel file is reviewed in either part or whole by someone outside the Police Department or whenever someone outside of the Police Department is given access to the contents of an officer's personnel file, the officer will be notified of such activity by the Chief of Police or his/her designee.

ARTICLE VII – RETIREMENT

- A. Police officers shall have all pension rights available under current or future New Jersey Law and the Ordinances of the Borough of West Wildwood.
- B. If an officer is killed in the line of duty, the Borough shall continue to provide in full force and effect all insurance benefits as specified in Section A, or Article XV for the officer's spouse until his or her death or remarriage, whichever comes first, and for the officer's children until each reaches his or her twenty-sixth (26th) birthday.
- C. The Borough will continue to provide the same comprehensive health benefit insurance program after twenty-five (25) continuous years of service with the Borough of West Wildwood until that officer is eligible for Medicare. The Borough shall not change the health benefit insurance to a lesser plan. The Borough must maintain an equal or greater health benefit insurance plan at all times for the retiree. Said retiree shall be required to pay, via a procedure to be determined by the Borough, one and a half (1.5) percent of their total annual pension wage to the Borough for health insurance contributions and no other provisions of this Article shall be applicable to these employees/retirees. Should the State of New Jersey enact legislation that mandates health benefit contributions by retirees, the above contribution shall be the maximum contribution paid by employees covered by this contract, unless contrary to law. Upon reaching eligibility for Medicare the Borough will provide 100% of the cost for any supplemental medical plan to Medicare.

ARTICLE VIII – EXTRA CONTRACT AGREEMENT

- A. The Borough agrees not to enter into any agreements or contracts with the Association members who are covered hereunder, individually or collectively, which in any way conflicts with the term and conditions of this Agreement.

ARTICLE IX – LEAVE OF ABSENCE WITHOUT PAY

- A. Leaves of absence without pay may be granted to officers for emergency situations, or other valid reasons, by the Chief of Police with the approval of the Board of Commissioners.
 - 1. Periods of absence shall not exceed six (6) months at any one time. Such leaves may be renewed for an additional six (6) months by the Director of Public Safety.
 - 2. Leaves of absence shall be requested by officers in writing at least thirty (30) days (if possible) prior to commencement.
- B. Education Leave
 - 1. The Board of Commissioners may, at its sole discretion, grant education leave without pay, to an officer, for the purpose of obtaining training that is of direct value to the local government.
 - 2. Education leave will not be deducted from the employee's seniority.
- C. A leave of absence that is approved for a specific purpose and is used for another purpose may be considered an abuse and constitute cause for disciplinary action.

ARTICLE X – SICK LEAVE / TERMINAL LEAVE

- A. Service Credit for Sick Leave:
 - 1. All permanent officers and full-time probationary officers shall be entitled to sick leave with pay.
 - 2. Sick leave may be utilized by officers when they are unable to perform their work by reason of personal illness, accident, exposure to contagious disease, or any other reason prescribed by law.
- B. Amount of Sick Leave:
 - 1. The minimum sick leave with pay shall accrue to any full-time officer on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) working days in every calendar year thereafter.
 - 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. The Borough may require proof of illness of an employee on sick leave.

C. Reporting of Absence on Sick Leave:

1. If any officer is absent for reasons that entitle him to sick leave, his supervisor shall be notified four hours prior to the employee's starting time. Failure to so notify his superior may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action. Absence without notice for five (5) consecutive days shall constitute a resignation.

D. Verification of Sick Leave:

1. An employee who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. The Borough may require proof of illness of an employee on sick leave. Abuse of sick leave shall be cause for disciplinary action.
2. In case of leave of absence due to exposure to contagious disease a certificate from the Department of Health shall be required.

E. Sick Leave Cash-Out – During Employment Term:

1. At the time of retirement an officer shall be compensated for the officer's accumulated sick time up to a maximum of twenty thousand dollars (\$20,000.00).
2. In the event of the death of an officer prior to retirement, said officer's estate shall be compensated for any unused vacation days, holidays and overtime accrued by the officer. Said estate shall also be compensated for the officer's accumulated sick time up to a maximum of twenty thousand dollars (\$20,000.00).

F. Terminal Leave:

1. At the members option, and with thirty (30) days notice to the Borough and Chief of Police or his/her designee, any such member shall be afforded the opportunity to utilize time in lieu of working from his/her accrued sick, vacation, holiday, personal and compensatory time banks not to exceed one (1) year in total leading up to his/her retirement date
2. If an officer retires without using his/her accumulated sick leave he/she shall be compensated for terminal leave up to a maximum of twenty thousand dollars (\$20,000.00) based upon his/her per diem rate at the time of retirement
 - a. All other time not designated Sick time, ie: Vacation, Holiday, Personal and Compensatory time, shall be utilized prior to expending the employee's accrued sick time

G. Severance:

1. Should the Borough of West Wildwood decide to exercise its managerial prerogative in such a fashion that the West Wildwood Police Department should be abolished, merged, absorbed within another agency, or ceases to operate as a separate entity unto itself during the contract term and an officer is not offered replacement employment, the following shall apply:

- a. Each employee covered under the terms of this agreement shall be entitled to thirty-six (36) month's severance pay. Employees shall be given pension credit for thirty-six (36) months in the Police and Fire Pension service. The benefits shall be paid bi-monthly starting from the last day of service. The Borough agrees to maintain all medical benefits for the same period of thirty-six (36) months from the employee's date of separation.
2. For the purpose of this article severance pay shall consist of eighty-four (84) hours pay for each severance check at the officer's base rate of salary for the corresponding year. Refer to Article XVIII-Salaries for exact base pay.
3. If the department merges all officers shall be given replacement positions within the new agency either equal to or greater than his/her current position within this department. This will include, but not limited to, the transfer of all seniority and the conversion of all service credit within the Police and Fire Pension service to the new jurisdiction. A probationary period within the new agency will not be applicable.
4. Any employee who is terminated by the Borough of West Wildwood for just cause, after a disciplinary hearing or as a result of discipline will not be entitled to any separation severance pay provided under this clause.

ARTICLE XI – LEAVE OF ABSENCE WITH PAY

- A. Officers shall be granted time off without deduction from pay or time owed for the following:
 1. In the event of a death in an officer's "immediate family", the officer shall be entitled to five (5) working days off with pay. For purposes of this Agreement the term "immediate family" shall include a spouse, child, step-child, mother, step-mother, father, step-father, brother, step-brother, sister, step-sister, grandparents, life partner and guardian.
 2. In the event of a death in an officer's "non-immediate family", the officer shall be entitled to two (2) working day off. For purposes of this Agreement the term "non-immediate family" shall include a mother-in-law, father-in-law, sister-in-law, brother-in-law, aunt, uncle, nephew and niece.
 3. All permanent full-time employees shall receive three (3) personal days off per year. Personal days are not cumulative and must be used in the year earned. Persons appointed or hired after the first of the year will receive personal days on a prorated basis.

ARTICLE XII – MILITARY LEAVE

- A. Military leave shall be granted pursuant to State and Federal Statutes and Regulations.

ARTICLE XIII – INJURY LEAVE

- A. If an officer is incapacitated and unable to work because of a job related injury, he/she shall be entitled to injury leave with full pay, subject to the offset of Workman's Compensation, during the period in which he/she is unable to perform his/her duties up to a period of one (1) year as certified by the officer's doctor and the Borough's doctor. Such payments shall be discontinued when an employee is placed on disability leave or pension.

ARTICLE XIV – HOLIDAYS

- A. All officers covered by this Agreement shall be entitled to receive twelve (12) hours of pay at regular rate for the following Holidays.

**New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
President's Day
Good Friday
Easter Sunday
Memorial Day
Primary Election Day
Independence Day**

**Labor Day
Columbus Day
General Election Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Special Election Day**

- B. All officers covered by this Agreement shall be entitled to receive six (6) hours of pay at regular rate for the following Holidays:

Christmas Eve

New Year's Eve

(Should there be a schedule change, section A will revert back to eight (8) hours and section B to four (4) hours)

- C. If officers are required to work on a Holiday, the holiday time may be taken at any time during the calendar year, either consecutively or individually, subject to the approval of the Chief.
- D. Officers shall be compensated for Holidays they have worked in the first pay in December in the year in which the holidays are earned.

- E. An employee during his/her first year of employment shall be entitled to the number of those holidays which fall between his/her date of hire and the end of the calendar year.
- F. Whenever the majority of Borough employees are granted a day off in observation of a federal, state or local holiday or by proclamation of the Mayor, with the exception of particular emergency situations, the members of the Police Department shall receive equal time off.

ARTICLE XV – INSURANCE, HEALTH AND WELFARE

- A. The Borough shall provide at its cost and expense the same comprehensive health benefit insurance program for the employee and his/her family as is provided to other Borough employees.
- B. If an employee is killed in the line of duty, the Borough will pay up to Five Thousand Dollars (\$5,000.00) for funeral expenses upon presentation of verified bills/invoices.
- C. Based on Chapter.2, P.L.2010, employees who receive health care insurance must contribute one and one half (1 ½) percent of their base salary to the Borough of West Wildwood. The contribution amount shall be spread evenly through each payroll period.
- D. Employee's shall, upon request, be provided with the health insurance plan documents that describe the benefits, coverages and limitation associated with the plan.
- E. In recognition of state statutes P.L.2011 c 78, any officer who chooses not to take the medical coverage provided by the Borough, he/she will receive an additional \$4,368.00 to be paid as a lump sum stipend in the first pay period of December. In recognition of state statutes P.L.2011 c.78 any officer who chooses not to take medical coverage provided by the Borough will receive a reduced amount of \$3,712.80 beginning January 1, 2020 to be paid in one lump sum stipend in the first pay period of the December.

ARTICLE XVI – VACATIONS

- A. Officers shall be entitled to paid annual vacation time as follows:
 - 1. From date of hire to the end of the first (1st) year – six (6) days prorated.
 - 2. Second (2nd) through fifth (5th) year – fifteen (15) days (i.e. 180 hours).
 - 3. Sixth (6th) through tenth (10th) year – twenty (20) days (i.e. 240 hours).

4. Eleventh (11th) through fifteenth (15th) year – twenty-five (25) days (i.e. 300 hours).
 5. Sixteenth (16th) through twentieth (20th) year – thirty (30) days (i.e. 360 hours).
 6. Twenty-first (21st) through twenty-fifth (25th) year – thirty-two (32) days (i.e. 384 hours).
 7. Twenty-sixth (26th) through retirement – thirty-five (35) days (i.e. 420 hours).
- B. Vacations shall be scheduled based upon seniority, from the date of hire and subject to final approval of the Chief of Police who may deny vacation time if, in his/her opinion, the shift or operation will be inadequately staffed. Picks shall be made in January of each year on a rotating basis with the senior officer getting first pick. Picks may be altered or exchanged with prior approval of the Chief.
- C. Vacations during the summer period (Memorial Day through Labor Day weekends) are permitted, except the Friday through Monday holiday weekends of Memorial Day, July 4th and Labor Day during which times no vacations shall be permitted. No officer may have more than five (5) consecutive work days off during the summer.
- D. If an officer is not able to take his/her vacation or any part thereof during a calendar year because of administrative constraint or decision, up to a maximum of ten days of such vacation time shall accumulate and shall be granted during the next calendar year. Any remaining unused calendar days shall be paid in cash. The Borough will be notified by November 1st of the officers intent to sell back unused days.
- a. Such buy back of unused time shall be contingent upon the approval of the director of public safety
- E. If an officer becomes sufficiently ill so as to require hospitalization while he/she is on vacation, he/she may charge such period of illness and post-hospital recuperation against sick leave at his/her option.
- F. Officers shall not be recalled on their vacation days except in emergencies.
- G. Officers resigning from the police department during the year shall have vacation and personal time prorated to reflect the months of actual employment in that year.

ARTICLE XVII – WORK WEEK AND OVERTIME

- A. The normal work week shall consist of an average forty-two (42) hours per week on a yearly basis. Should the Borough decide to alter the current schedule format (absent an emergency), the Borough agrees to provide the Lodge with a minimum of thirty (30) days' notice of the change prior to implementation. Shifts shall be twelve (12) hours or eight (8) hours as assigned by the Borough.

- B. All officers shall receive overtime compensation in either pay or compensatory time for all hours worked over and above forty-two (42) hours in a week as follows:
1. Officers, in addition to their base salary, shall be paid at one and one half (1.5) times their hourly rate and in accordance with rank, when receiving monetary payment for hours of overtime worked. Compensatory time shall be paid at one and one half (1.5) times in time for overtime worked. No more than seventy-five percent (75%) of overtime shall be designated as compensatory time.
 2. The use of compensatory time shall not be arbitrarily denied.
 3. Overtime shall be compensated as follows:
 - a. 0-15 minutes – no compensation;
 - b. 16-30 minutes - .5 hours of compensation in pay or compensatory time;
 - c. 31-60 minutes – 1 hour of compensation in pay or compensatory time;
 - d. Thereafter, all overtime shall be administered in .5 hour segments.
- C. If an officer utilizes sick time, holiday time or other approved paid time, this shall count toward the accrued threshold of a forty-two (42) hour work week for the purpose of overtime compensation.
- D. Overtime for the purpose of this section shall also include the following:
1. Attendance at school, excluding travel time, where attendance is required by the employer in order that the employee maintains his/her present employment position, with the exception of the Basic Police School required to be attended by all police officers within their first year of employment.
 2. All court appearance time, excluding travel time unless occurring during the officers normal tour of duty.
 3. Mandatory overtime shall be defined as any work assignment other than the regularly scheduled shift which an employee is ordered to perform and which he may not refuse to perform. Such time shall be paid at one and one-half (1.5) times the employee's regular rate of pay or in compensatory time.
 4. If an officer is called in for duty on his/her day off, he/she be compensated for a minimum of two (2) hours at the overtime rate.
- E. If an officer is called to duty on his/her day off, he/she shall be compensated for all hours worked and shall be guaranteed a minimum of two (2) hours compensation at time and one half (1.5) in pay or compensatory time.

ARTICLE XVIII – SALARIES

A. Effective January 1, 2020 through December 31, 2025, inclusive, the following salary guides shall be implemented for all full-time officers:

Patrol Officer

<i>Year of Service</i>	<i>2021</i>	<i>2022</i>	<i>2023</i>	<i>2024</i>	<i>2025</i>
1 st Year	\$33,109.98	\$33,109.98	\$33,109.98	\$34,000.00	\$34,000.00
2 nd Year	\$36,971.25	\$37,710.68	\$38,464.89	\$39,234.19	\$40,018.87
3 rd Year	\$41,332.06	\$42,158.70	\$43,001.87	\$43,845.04	\$44,721.94
4 th Year	\$45,179.65	\$46,083.24	\$47,004.90	\$47,945.00	\$48,903.90
5 th Year	\$47,730.22	\$48,684.82	\$49,658.52	\$50,651.69	\$51,664.72
6 th Year	\$50,929.29	\$51,947.88	\$52,986.84	\$54,046.58	\$55,127.51
7 th Year	\$54,128.37	\$55,210.94	\$56,315.16	\$57,440.46	\$58,589.27
8 th Year	\$57,327.45	\$58,474.00	\$59,643.48	\$60,836.35	\$62,053.08
9 th Year	\$65,612.43	\$66,924.68	\$68,263.17	\$69,628.43	\$71,021.00
10 th Year	\$68,748.78	\$70,123.76	\$71,526.24	\$72,956.76	\$74,415.90

Sergeant

<i>Year of Service</i>	<i>2021</i>	<i>2022</i>	<i>2023</i>	<i>2024</i>	<i>2025</i>
	\$73,629.94	\$75,102.54	\$76,604.59	\$78,136.68	\$79,699.41

Lieutenant

<i>Year of Service</i>	<i>2021</i>	<i>2022</i>	<i>2023</i>	<i>2024</i>	<i>2025</i>
	\$77,311.44	\$78,857.66	\$80,434.81	\$82,043.50	\$83,684.37

Captain

<i>Year of Service</i>	<i>2021</i>	<i>2022</i>	<i>2023</i>	<i>2024</i>	<i>2025</i>
	\$81,177.01	\$82,800.55	\$84,622.57	\$86,315.02	\$88,041.32

- B. Sergeant salary shall be the greater of either the guide set forth above or 5% increase over top Patrol Officer scheduled salary for the corresponding year.
- C. There shall be at least a 5% increase between each rank and 10% increase between each rank for the rank of Deputy Chief and above
- D. The Borough shall place each officer on his/her appropriate step effective January 1, 2021 and move that officer to the next step on the salary guide of the duration of this agreement.

- E. All full-time officers currently employed at the time of this agreement will move to their next scheduled salary step January 1st 2021 and every year on January 1st thereafter.
- a. All full-time officers hired subsequent to this agreement shall move to their next scheduled salary step on the anniversary of their respective date of hire

ARTICLE XIX – CLOTHING REPLACEMENT/MAINTENANCE ALLOWANCE

- A. The Borough shall provide an annual clothing replacement/maintenance allowance for clothing used for work in the amount of Six Hundred Dollars (\$600.00). Officers will be reimbursed up to a maximum of Six Hundred Dollars (\$600.00) per year for uniforms and work clothing upon submission of signed vouchers with clothing receipts. Any unused portion of an officer's annual allowance will lapse and not be paid to the officer. Newly hired full-time officers are not entitled to the allowance stipulated in this article during their first year of hire.
- B. The Borough shall provide at its own cost and expense a complete initial uniform for newly employed full-time officers to include the following:
- | | |
|--|---------------------------|
| 1 hat | 1 rain cap |
| 2 ties | 1 winter coat |
| 4 pair of pants | 1 ASP baton |
| 3 summer shirts | 1 pair handcuffs w/2 keys |
| 3 winter shirts | 2 regulation badges |
| 1 holster | 1 hat badge |
| 1 handcuff holder/case | 2 metal name plates |
| 1 ASP baton holder | 1 identification card |
| 1 Sam Brown belt | 1 Duty Handgun |
| 1 bullet resistant vest | 1 reflective traffic vest |
| 1 regulation raincoat with reflectorized lining | |
| 1 portable radio with handheld mic, charging unit and holder | |
- C. All uniforms damaged in the line of duty shall be replaced by the Borough without cost to the officer.
- D. The dress code shall be at the Chiefs discretion; however, officers shall be allowed to remove hats in cars and at headquarters.
- E. If the Borough wishes to change the style of the uniform, all new uniforms shall be purchased by the Borough at its own expense and cost for each officer and said cost shall not be considered part of the clothing allowance.

ARTICLE XX – GRIEVANCE PROCEDURE

A. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, a solution to problems which may arise affecting the terms and conditions of this Agreement and to resolve such grievances as soon as possible so as to assure efficiency and promote employee morale. The parties agree that this procedure will be kept as informal as may be appropriate.
2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss that matter informally with the Chief of the Police and having the grievance adjusted without the intervention of the Lodge.

B. DEFINITION

1. The term “grievance” as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and any action taken by the Borough directly affecting the Lodge or any member thereof. Grievances related to minor disciplinary action shall be subject to grievance and informal arbitration.

C. GRIEVANCE PROCEDURE

1. 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 a step is waived by mutual consent. For purposes of this Article, a “business day” shall be any day that is not a Saturday, Sunday, or legal holiday. Grievances may be tendered at any step of the procedures set forth in this article by hand-delivery, electronic mail, or facsimile to the Borough Clerk or Chief of Police by the FOP’s representatives or legal counsel.

a. *STEP ONE:*

The grievance shall be reduced to writing by the grievant or the Lodge on behalf of the grievant and filed with the Chief of Police within fifteen (15) business days of the occurrence of (or the FOP’s knowledge of) the circumstances which caused the grievance to be filed. Failure to act within said fifteen (15) business days shall be deemed to constitute an abandonment of the grievance.

- b. The Chief of Police shall render a decision in writing stating the reasons therefor within fifteen (15) business days from the receipt of the grievance. Failure to respond within said fifteen (15) business days, without a request for an extension shall be considered a denial of said grievance.

a. *STEP TWO:*

1. In the event the grievance is not been resolved through Step One, then within fifteen (15) business days following the determination of the Chief of Police, the matter shall be referred by the Chief of Police to the Commissioner serving as Director of Public Safety.
2. Within fifteen (15) business days thereafter, the Director of Public Safety or his designee shall convene a meeting with the FOP to discuss resolution of the grievance.
3. The Director of Public Safety or his designee shall thereafter consider the matter and render a written decision stating the reasons therefore within fifteen (15) business days from the receipt of the grievance or the meeting referenced in subsection (b) above

b. *STEP THREE:*

1. If the grievance is not settled through Steps One and two, either party may refer the matter to the Public Employment Relations Commission (PERC) within twenty (20) days after the determination of the Commissioner of Public Safety. An Arbitrator shall be selected pursuant to the rules of the Public Employment Relations Commission.
2. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him/her surrounding the grievance. The Arbitrator shall not have the authority to add, modify, detract from or alter in any way the provision of this Agreement or any amendment or supplement thereto unless both parties agree in advance to it.
3. The costs for the services of the Arbitrator shall be borne equally between the Borough and the Lodge. Any other expenses including, but not limited to, the presentations of witnesses, shall be paid by the party incurring same.
4. The decision of the Arbitrator shall be final and binding upon the parties, but shall remain subject to grievance-confirmation and grievance-vacation procedures established by New Jersey state law.

D. EMERGENCY

1. Upon the declaration by either party for an "emergency", Steps One and Two of the Grievance Procedure as provided in Article XX, Section C, herein, shall be bypassed and the procedures shall begin with Step Three.

2. An emergency shall be invoked by the presentation to the President of the Lodge or the Director of Public Safety of a written memorandum, delivered in person or by registered mail, setting forth in detail the nature of the grievance and declaring said grievance to be an emergency. Such procedure shall not be invoked frivolously by either party.
3. The Borough shall provide the Lodge with specially designed and mutually agreed upon forms on which to file grievances.
4. The time limits contained in this Grievance Procedure may be extended by mutual agreement of the parties.

E. FORMS

1. The Borough shall provide the Lodge with specially designed and mutually agreed upon forms on which to file grievances.

F. MINOR DISCIPLINE

1. Each Employee shall have the right to have any Minor Discipline, suspension of five (5) days or less, including written reprimands, grieved through the Grievance Procedure.

ARTICLE XXI – PATROL CARS AND EQUIPMENT

- A. Patrol cars and equipment shall be properly and promptly repaired and maintained.

ARTICLE XXII – DUES CHECKOFF AND REPRESENTATION FEE

- A. The Borough shall withhold FOP dues from each West Wildwood FOP Lodge #7 member's pay in the amount authorized by FOP Lodge#7. Dues shall not be withheld from Officers who are not members of the FOP Lodge#7 as of June 27, 2018. The FOP will deliver to the Borough a request for payroll deduction signed by each Member of FOP Lodge#7, or any non-member who voluntarily requests to continue to pay dues. Any new Officers who becomes a member of West Wildwood FOP Lodge#7 will deliver to the Borough a request for payroll deductions signed by that Officer. Any new member Officer may submit the form at the time of his/her original date of hire.

ARTICLE XXIII – PROBATIONARY PERIOD

- A. Newly hired officers shall serve a probationary period of one (1) year from joining the Borough Police Department if previously employed in a full-time capacity with a police department and having obtained a PTC certification or one (1) year from graduation from an authorized police academy while in the service of the Borough, whichever is later.

- B. During the first year of hire, officers shall be paid as if they were qualified, first step patrolman.

ARTICLE XXIV – EDUCATION

- A. As an additional incentive for further education of the Borough Police Officers, the Borough shall pay the following sums of money, which shall be paid as a lump sum the first pay in December to the officer upon attaining the following credits at the end of the full year after attaining such credits or a full year after hire should the officer have already obtained those credits.

Number of Credits	Allowance
16	\$ 300.00
17 – 32	\$ 400.00
33 – 64	\$ 600.00
Associate Degree or 96 Credits	\$ 750.00
Associate Degree plus 64 Credits	\$1000.00
Bachelor's Degree	\$1,250.00
Master's Degree	\$1,500.00

- B. The officer shall be paid in lump sum at the end of the year. All allowances are conditioned upon the direct relationship between the credits received and the officer's present work assignment.

ARTICLE XXV – MISCELLANEOUS

- A. The Borough shall supply a properly functioning locker for each officer.
- B. Hand-guns, if defective, shall be promptly replaced by the Borough.
- C. The Borough shall provide in the police room a library, or computer internet access, which shall include, but not be limited to N.J.S.A. Title 24 (Food and Drug); N.J.S.A. Title 2C

(Criminal) and N.J.S.A. Title 39 (Motor Vehicle Law Enforcement). In addition, the Borough will provide an updated dictionary and Physician's Desk Reference.

- D. The Borough shall provide legal defense as provided for under N.J.S.A. 40A:14-155. Should acquittal or dismissal on such a charge take place, the Borough shall provide for the cost of expungement upon the approval of the Borough Solicitor regarding counsel and costs.
- E. Employees will receive the current IRS rate per mile when their own vehicles are authorized for use for Borough business. A Borough owned vehicle shall be utilized unless otherwise approved by the Chief of Police.
- F. The Lodge shall have the exclusive use of a bulletin board located in the Police Department headquarters for the posting of notices relating to meetings and official business or the Lodge only. Only material authorized by the signature of the Lodge President or alternate shall be permitted to be posted on said bulletin board.
- G. All references in this Agreement to the Chief of Police shall include any designee of the Chief of Police, any Acting Chief of Police or highest-ranking officer.
- H. In accordance with N.J.S.A. 40A:14-129, promotion of any officer, to include the Chief of Police, shall be made from the membership of the department. No person shall be eligible for promotion to be a superior officer, to include sergeant, unless he/she has previously served as a patrolman within this department for no less than three (3) years.
- I. Any provision contained within this agreement may be renegotiated at any point prior to the end date of the agreement so long as all members covered by the contract unanimously agree to enter into a specific renegotiation.
 - a. Any renegotiation of a specific provision within the contract does not automatically subject any other portion of the contract, or the contract as a whole, to further renegotiations.

ARTICLE XXVI – NO-STRIKE PLEDGE

- A. Cape May County FOP Lodge #7 covenants and agrees that during the term of this Agreement, neither the Lodge or any person acting in its behalf will cause, authorize or support or will any of its members take part in any strike (i.e. the concerted failure to report for duty, willful absence of any employee from their position, stoppage of work or abstinence in whole or part, slowdown walkout or other job action against the Borough.)

The Lodge agrees that such action would constitute a material breach of this Agreement. Nothing contained herein shall be construed to abridge or deny any constitutional right of the Lodge or any member thereof.

- B. In the event of a strike, slowdown or walkout, the Borough and the Lodge agree that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for disciplinary action, up to and including termination of employment of such employee or employees.
- C. The Lodge will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Borough.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to in law or in equity for injunction or damages or both in the event of such breach by the Lodge or its members.

ARTICLE XXVII – DURATION

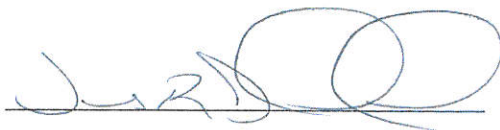
This Agreement shall be in full force and effect as of January 1, 2021 and shall remain in effect to and including December 31, 2025. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in accordance with N.J.S.A. 34:13A-16(a) and N.J.S.A. 19:16-2.1 to negotiate a successor Agreement.

If any provision of this agreement or any application of this agreement to any employee or group of employees is held contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but other provisions of applications shall continue in full force and effect.

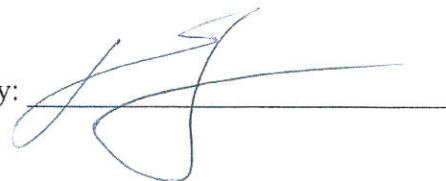
IN WITNESS WHEREOF, this Agreement has been executed at West Wildwood Borough, Cape May County, New Jersey on this 4th day of Nov. 2020.

Witness:

**CAPE MAY COUNTY LODGE #7
FRATERNAL ORDER OF POLICE**

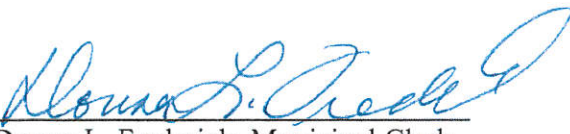


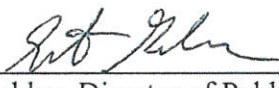
By:



Attest:

BOROUGH OF WEST WILDWOOD


Donna L. Frederick, Municipal Clerk

By: 
Scott Golden, Director of Public Safety