

Agreement

between

**Township of Egg Harbor
Atlantic County, New Jersey**

and

**Michael T. Hughes, Jr.
Police Captain**

January 2, 2019 through December 31, 2020

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AGREEMENT

This Agreement entered into this 2nd day of January 2019, by and between TOWNSHIP OF EGG HARBOR, in the County of Atlantic, a Municipal Corporation of the State of New Jersey, hereinafter called the "Township" or its successors, and MICHAEL T. HUGHES, JR., hereinafter called "Police Captain." The Agreement represents the complete and final understanding between the Township and the Police Captain.

SALARY

Commencing January 2, 2019, the bi-weekly salary to be paid to the Police Captain of the Township shall be as follows, and shall be paid every other Friday:

Commencing	Salary
January 2, 2019	\$5,321.00
January 1, 2020	\$5,407.00

HOLIDAYS

The Police Captain receives compensation for holidays within his base salary as provided under the salary section of this Agreement.

PERSONAL DAYS

- A. Three (3) days a year of leave may be used for personal, business, household, or family matters described in this Section and shall be non-accumulative.
- B. Business means an activity that requires the Police Captain's presence during the workday and is of such nature that it cannot be attended to at a time outside of the workday.
- C. Personal, household, or family refers to matters when the Police Captain's absence from duty is necessary for the welfare of the Police Captain or his family.
- D. Application in duplicate for a personal day containing the reasons for the leave must be submitted at least forty-eight (48) hours in advance, except where circumstances prohibit the giving of such notice. Approval or denial of said request must be done within forty- eight (48) hours of receipt of application.
- E. Personal days may be taken any time during the year, except a holiday unless approved by the Chief of Police. Only one (1) personal day may be taken during the month of December.
- F. Personal days will not be deducted from vacation, holiday, or sick leaves.

VACATIONS

- A. The Police Captain shall be entitled to a paid vacation of thirty-two (32) days.
- B. It is the intent of this Article to assure the Police Captain covered by this Agreement that he shall receive the maximum amount of actual vacation days to which he is entitled. Days on which he is normally scheduled to work shall be the days he is given off. Days on which he is normally scheduled off that fall during the vacation period shall not be computed as part of the vacation. The Police Captain will not be recalled to duty while on vacation except in extreme emergencies.
- C. Accrued vacation leave shall be compensated for when the Police Captain becomes separated, either voluntarily or involuntarily from the Township service, unless the Police Captain terminates service without giving two (2) week notice to the Township.
- D. Vacations may be accumulated from one (1) year to the next up to a total of twenty-five (25) days in 2019 and twenty (20) days in 2020.
- E. The Police Captain may apply to the Township Treasurer to receive a special advance pay when going on a vacation of ten (10) days or more. However, the Police Captain must first obtain written permission from the Township Committee.
- F. The Police Captain will be able to take his vacations any time during the year.
- G. The annual use of accrued vacation must be utilized by the Police Captain in the following manner:
 - 1. Police Captain must use at least ten (10) days within the year.
 - 2. Police Captain may take ten (10) individual days per year. Remaining days taken must be in blocks of three (3) or more continuous days.
- H. The Police Captain who terminates his employment with the Township, or whose employment is terminated by the Township, shall be entitled to vacation time and/or vacation pay on a pro-rated basis.
- I. At the option of the Township, the Township may buy back accumulated vacation leave at a rate-per-day offered by the Township. Police Captain wishing to participate in the buy-back program must maintain at least twenty (20) days in his vacation bank at the time of buy-back.

SICK LEAVE

- A. Sick leave is hereby defined to mean absence from post of duty by a Police Captain because of illness, accident, exposure to contagious disease, or attendance upon a member of the Police Captain's family, seriously ill, requiring the care of attendance of such Police Captain.
- B. Police Captain, when absent from work for three (3) or more consecutive working days due to an illness, or leave and attendance of a member of the Police Captain's immediate family shall be required to submit acceptable medical evidence substantiating the illness.
- C. In case of sick leave due to exposure to contagious disease, a certificate from the family doctor shall be required.
- D. Sick leave shall accrue for the Police Captain at the rate of fifteen (15) working days in every calendar year of employment thereafter, and shall accumulate from year to year. A maximum of two hundred and twenty (220) days shall accumulate for terminal leave payout purposes only. Otherwise, accumulation shall be unlimited.
- E. It is agreed that when the Police Captain reports for work and is forced because of illness to leave work after working at least two (2) hours, the maximum deduction of sick leave will be one-half (1/2) day.
- F. If a Police Captain is absent from work for reasons that entitle him to sick leave, the Department shall be notified as early as possible, but no later than two (2) hours prior to the start of the scheduled work shift from which he is absent, except in case of emergency. Failure to notify may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.
- G. The term "immediate family" for the purpose of this Article shall include father, mother, step-parent, spouse, child, foster child, if any, and relative residing in the Police Captain's household.

- H. The Police Captain may, at his option, transfer up to three (3) sick days per year to the accumulated sick leave of any other Police Officer. The number of days transferrable is limited to a total of one (1) sick day per year to any one (1) member of the Police Department. Said transfer shall be made in writing to the Township Treasurer.
- I. The Police Captain shall be paid up to fifty (50) percent of his annual unused sick leave from the preceding year at that year's rate, payable no later than March 15 of the year of application. The sick leave payment cannot cause the amount of days accumulated to drop below twenty-five (25).
- J. The Police Captain, at his option, may be paid for a maximum of twenty-five (25) days from his sick leave bank if that balance is seventy-five (75) days or greater as of December 31 of that year. Payment shall be made no later than March 15 of the succeeding year.

TERMINAL LEAVE

- A. Upon a Police Captain's retirement, or honorable termination of employment, said Police Captain shall be compensated for his accumulated sick leave up to a maximum of two hundred twenty (220) days as provided below:

<u>Years of Service</u>	<u>% of Maximum Days Allowable</u>
16 years and over	100%

- B. Payments made under paragraph I and J of Sick Leave article for sick leave buy-back cannot cause the amount paid under this Article to exceed in the aggregate, the maximum number of days that the Police Captain would have been entitled to in the absence of a yearly buy-back provision.
- C. Upon the death, on or off duty, of a Police Captain, said Captain's beneficiary shall receive one hundred percent (100%) reimbursement for unused sick leave up to a maximum of two hundred and twenty (220) days.
- D. The Police Captain will be allowed to take a maximum of ninety (90) days of his accumulated sick leave as authorized days off from his regular schedule with full pay. If Police Captain is separated from service, he shall be entitled to terminal leave pay, unless such separation is a result of disciplinary action which is not appealed, or in the event of an appeal, is sustained by a court or tribunal of competent jurisdiction.

FUNERAL LEAVE

- A. In the event of death in the Police Captain's immediate family, the Police Captain shall be granted time off without loss of pay commencing no later than the day of the funeral, but in no event to exceed five (5) consecutive calendar days.
- B. The term "immediate family" shall include only father, mother, step-parent, father-in-law, mother-in-law, grandparents, sister, brother, spouse, child, foster child of the Police Captain and relatives residing in his household.
- C. Funeral leave may be extended beyond the five (5) day period without pay at the sole discretion of the Township Committee.
- D. The above shall not constitute sick leave and shall not be deducted from the Police Captain's annual sick leave or vacation leave.

INJURY LEAVE

- A. In the event a Police Captain becomes disabled by reason of work-related injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for herein, the Police Captain shall be entitled to full pay for a period to coincide with workman's compensation salary benefits. The Police Captain shall surrender and deliver any workman's compensation salary payments to the Township's Treasurer and receive his entire salary payment.
- B. Any Police Captain when injured, whether slight or severe, while working must make an immediate report prior to the end of the shift. Failure to report said injury may result in the failure of the Police Captain to receive compensation under this Article.
- C. The Police Captain shall be required to present evidence by a certificate of a physician designated by the insurance carrier that they are unable to work, and the Township may reasonably require the Police Captain to present such certificate from time to time.
- D. If the Township does not accept the certificate of the physician designated by the insurance carrier, the Township shall have the right, at its own cost, to require the Police Captain to obtain a physical examination and certification of fitness by a physician appointed by the Township.
- E. In the event the Township's physician certifies the Police Captain fit to return to duty, injury leave benefits granted under this Article shall be terminated. However, if the Police Captain disputes the determination of the Township physician, then the Township and the Police Captain shall mutually agree upon a third physician, who shall then examine the Police Captain. The cost of the third physician shall be borne equally by the Township and the Police Captain. The determination of the third physician as to the Police Captain's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the Police Captain fit to return to duty, injury leave benefits granted under this Article shall be terminated.
- F. In the event any Police Captain is granted said injury leave, the Township's sole obligation shall be to pay the Police Captain the difference between his regular pay and any compensation, disability, or other payments received from other sources.

LIMITATIONS ON LEAVE

- A. No leave of absence or combination of leaves of absence provided for in this Agreement for any cause whatsoever shall exceed one (1) year. Any such absence will cause the Police Captain to be automatically separated from the Department on the anniversary from the date such absence began.
- B. This Police Captain must be notified by Certified Mail at least fourteen (14) days prior to termination and is entitled to all separation compensation due him.

LONGEVITY

- A. The Police Captain shall be paid in addition to and together with his annual base salary, additional compensation based upon the length of his service and determined according to the following schedule:

<u>Years of Service</u>	<u>% of Annual Base Salary</u>
Starting the 15th year	5%

- B. Longevity pay shall be applied on the basis of the Police Captain's anniversary date of employment.

COLLEGE INCENTIVE PROGRAM

- A. The Police Captain receives compensation for his Master's Degree in Administrative Science within his base salary as provided under the salary section of this agreement.
- B. The Police Captain shall have one hundred (100%) of his graduate college credits paid upon successful completion of the graduate courses. The Police Captain shall be reimbursed one hundred percent (100%) for the required textbooks upon successful completion of his graduate courses.

HEALTH BENEFITS

- A. The Township agrees to provide hospitalization insurance which includes traditional coverage, preferred provider organization and health maintenance organization through New Jersey State Health Benefits Plan, as exists or as modified by the State Health Benefit Program (or any substantially equal health benefit plan), including any changes in co-pays or deductibles that may be implemented by the State Health Benefit Program, the Police Captain and eligible dependents covered by this agreement. Police Captain shall be responsible to pay the state mandated phase in cost, on a monthly basis through payroll deductions.
- B. The Township agrees to provide dental and optical insurance coverage at a substantially equal level as the prior Retail Clerks Plan, for the Police Captain and eligible dependents covered by this agreement, at the Township's expense for the life of this contract.
- C. The Township's prescription plan provides for a \$3 generic co-pay and \$10 for brand name prescriptions (per current State Health Benefit rates) and may be subject to change to reflect the State Health Benefit Plan prescription co-pay.
- D. Police Captain may, at his sole discretion, annually exercise his option to opt out of medical coverage for a period of one (1) year. A Police Captain when exercising his option must notify the Township between October and December and provide to the Township proof of medical coverage as of the date of payment. If he opts out, a payment in accordance with the State Health Benefit Plan shall be made prior to April 15.
- E. A Police Captain may buy back into the medical hospitalization coverage at his own expense on the first of the month following notification of his intent to resume Township coverage. In the event of the death or total disability of the Police Captain's spouse, the Police Captain will be permitted to purchase hospitalization coverage on the pro-rata basis of their medical buy-out. In all other instances, the Police Captain is required to pay at the Township's contractual monthly rate.

CLOTHING ALLOWANCE

- A. The Police Captain shall receive each year a Nine Hundred and Fifty Dollars (\$950) clothing allowance to be utilized for purchase and/or replacement of uniforms or civilian clothing used on the job and at the Police Captain's discretion.
- B. All uniforms damaged in the line of duty shall be replaced by the Township after inspection and certification by the Chief of Police or his designee. This provision shall not apply to civilian clothes.
- C. In the year the Police Captain retires in accordance with the New Jersey Police and Firemen's Retirement System (PFRS), he will not be eligible to receive a purchase and/or replacement clothing allowance. In the event the Police Captain accepts the payment provided herein and then retires, the Police Captain will be responsible for repaying the amount paid on his behalf.

PHYSICAL HEALTH

- A. The Township agrees to provide an annual physical examination for every Police Captain by the Township Police Physician at no expense to the Police Captain.
 - 1. A Police Physician shall be appointed during the month of January.
 - 2. Every two (2) years all Police Captain's shall receive an electrocardiogram at no expense to the Police Captain.
 - 3. Every year all Police Captain's shall receive an HDL/LDL Cholesterol test as part of their annual physical at no expense to the Police Captain.
- B. There shall be a physical fitness test given, which may affect the Police Captain's duty status.

CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT

All conditions not covered by this Agreement shall continue to be governed, controlled, and interpreted by reference to the Township Charter, ordinances, Rules and Regulations of the Police Department of the Township, and any present or past benefits which are enjoyed by the Police Captain covered by this Agreement, that have not been included in the Contract Agreement, shall be continued.

SAVINGS CLAUSE

Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the extent that in the event any clause or clauses shall be finally determined to be in violation of any, then in such event, such clause or clauses, only to the extent that any may be so in violation shall be deemed of no force and effect an unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions of the remainder of any clause, sentence or paragraph in which offending language may appear.

FULLY-BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of bargain able issues which were or could have been the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

DURATION OF AGREEMENT

THIS AGREEMENT shall be in full force and effect as of January 2, 2019, and shall remain in effect to and including December 31, 2020.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Township of Egg Harbor, New Jersey, on the year and date first above written.

Township of Egg Harbor

Paul W. Hodson
Mayor

Attest:

Eileen M. Tedesco, RMC
Township Clerk

Michael T. Hughes, Jr.
Police Captain

Witness:

Signatures on File