

AGREEMENT

between the

NEW JERSEY POLICEMEN'S BENEVOLENT ASSOCIATION – LOCAL #97

and the

CITY OF VENTNOR, NJ

JANUARY 1, 2013 through DECEMBER 31, 2016

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ARTICLE 1

AGREEMENT AND RECOGNITION

THIS AGREEMENT entered into this Sixth day of February, 2013, by and between VENTNOR CITY, in the County of Atlantic, a Municipal Corporation of the State of New Jersey, hereinafter called the "City", and the NEW JERSEY POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL #97, duly appointed representative of the Police Department of Ventnor City, hereinafter called the "Association".

A. Majority Representative

1. The City hereby recognizes the Association as the sole and exclusive negotiating agent and representative for all full time Patrolman, Sergeants, Detectives, Lieutenants and Captains employed in the Ventnor City Police Department, but excluding all other personnel employed in the Ventnor City Police Department and all other City employees.

2. The title "Policemen", "Police Officer", or "employee" shall be used interchangeably and shall be defined to include the plural as well as the singular and to include males and females, uniformed members and non-uniformed members assigned to plain clothes.

ARTICLE 2

PURPOSE

A. This Agreement is entered into PURSUANT to the provisions of Chapter 303, Public Laws 1968, as amended by Chapter 123, Public Laws of 1984, (N.J. Rev. Statute 34:13A-5.1 et seq.) of the State of New Jersey to promote and insure harmonious relations; cooperation and understanding between the City and its employees; to provide for the resolution of legitimate grievances; to prescribe the rights and duties of the City and its employees; all in order that public service shall be expedited and effectuated in the best interest of the citizens of the City of Ventnor, New Jersey.

ARTICLE 3

NEGOTIATIONS PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with the New Jersey Employer-Employee Relations Act in good faith and effort to reach agreement on all negotiable matters concerning the terms and conditions of employment of City employees included in Article 1.
- B. Such negotiations shall begin not later than September 15 of the calendar year in which this Agreement expires.
- C. Any agreement so negotiated shall apply to all employees included in ARTICLE 1, be reduced to writing, and be signed by authorized representatives of the City of Ventnor and the members of the Association.
- D. The City agrees that there will be no change in the negotiable terms of the Agreement, except through negotiations between the parties.
- E. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during the employee's scheduled working hours in negotiations, conferences or meetings, he shall suffer no loss in pay or other fringe benefits.
- F. Whenever the Association and its appointed representatives meet to discuss the contract for the purpose of preparing for negotiations, they shall be granted leave from duty without loss of regular straight pay to attend meetings, provided the Association gives at least seventy-two (72) hours notice to the Chief or his designated representative, and as long as there is minimum manpower shift remains, unless the relief commander needs additional manpower due to prevailing circumstances.

ARTICLE 4

GREIVANCE PROCEDURE

A. The purpose of this procedure is to secure at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under the Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

C. A grievance is any dispute between the parties concerning the application or interpretation of this agreement or any complaint by an employee or employees as to any action or non-action which violates any right arising from his or their employment.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be forwarded in its entirety unless any step is waived by mutual consent:

1. **Step One.** The aggrieved of the Association shall institute action under the provisions hereof within twenty (20) calendar days after the event giving rise to the grievance has occurred or knowledge thereof, and an earnest effort shall be made to settle the difference between the aggrieved and his shop steward through the chain of command for the purpose of resolving the matter informally. Failure to act within said twenty (20) calendar days provided to initiate the grievance shall be deemed to constitute an abandonment of the grievance.

2. **Step Two.** If no agreement can be reached orally within ten (10) calendar days of the initial discussion with the Chief of Police, the employer or the Association may present the grievance in writing within ten (10) calendar days thereafter to the Chief of Police or his designated representative. The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable Section of the contract violated, and the remedy requested by the grievant. The Chief of Police or his designated representative will answer the grievance in writing within twenty (20) calendar days of receipt of the written grievance.

3. **Step Three.** If the Association wishes to appeal the decision of the Chief of Police, such appeal shall be presented in writing to the City Commission or its designated representative within five (5) calendar days thereafter. The presentation shall include copies of all previous correspondence relating to the matter in dispute. The City Commission or its designated representative shall respond, in writing, to the grievance within fifteen (15) calendar days of the submission.

4. **Step Four.** If the grievance is not settled through Steps One, Two and Three, the Association shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. The cost for the services of the arbitrator shall be borne equally by the City and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

E. 1. The parties may direct the arbitrator to decide, as a preliminary question, if raised, whether he has jurisdiction to hear and decide the matter in dispute. However, this does not preclude either party from raising the question of jurisdiction, either prior to or subsequent to the arbitration hearing, with the proper judicial or administrative agency.

2. The arbitrator shall be bound by the provisions of this Agreement and the Constitution or Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. 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. The decision of the arbitrator shall be final and binding.

F. Upon prior notice to and authorization of the Mayor, the designated Association Representatives shall be permitted as member of the Grievance Committee to confer with employees and the City on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay. Any steward or officer of the Association employed by the City and required in the grievance procedure to settle disputes on any arbitration, shall be released from work without loss of pay for such purposes, and any witnesses employed by the City, reasonably required, shall be made available during working hours without loss of pay for purpose of disposing any grievance or arbitration matter.

G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding Step in the Grievance procedure within the time limits prescribed hereunder, the disposition of the grievance at the last preceding Step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any Step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the limits for processing the grievance at any Step in the grievance procedure.

ARTICLE 5

NON-DISCRIMINATION

A. The City and the Association agree that there shall be no discrimination against any Police Officer because of race, creed, color, religion, sex, sexual orientation, national origin or political affiliation.

B. The City and the Association agree that the Police Officers covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the City or the Association against any Officer because of the Officer's membership or non-membership or activity or non-activity in the Association.

ARTICLE 6

ASSOCIATION RIGHTS AND PRIVILEGES

A. The City agrees to grant time off without loss of regular straight time pay to the following elected representatives of the Association, President, Vice-President, State Delegate and recording Secretary to attend regularly scheduled meetings of the local Association. In the event any aforementioned officers of the Association are not working at the time of the meeting, but other duly elected officers of the Association are working, the other officers may be granted time off without loss of regular straight time pay to attend the meeting provided minimum manpower standards remain on duty. The Association shall designate and notify the City immediately upon election or appointment who those representatives shall be.

B. In order to receive the time off specified in Section A, it is understood that the representative must give seventy-two (72) hours notice to the Chief of Police, except in emergent circumstances.

C. The State Delegate (or appointed alternate) of the Association shall be granted leave from duty without loss of regular straight time pay for all regular scheduled meeting of the State Association when such meetings take place on a day when such officers are scheduled to be on duty, provided the elected officer gives at least seventy-two (72) hours notice to the Chief of Police, or in his absence, his designated representative. The State Delegate or his alternate shall also be granted leave from duty without loss of regular straight time pay to attend any committee meetings regarding official PBA business if such meetings take place when the Delegate is scheduled to be on duty as long as there is sufficient manpower on that shift.

D. The City and the Association agree to address the use of the current Association office facility in City Hall. The use will be contingent upon the office being used for police activities. Any changes shall be mutually agreed upon by the City and the Association.

E. The President, State Delegate shall be granted leave during duty without loss of regular straight time pay to attend monthly, as well as, special meetings of the Cape-Atlantic P.B.A. Conference when such meetings take place when such employee is scheduled to be on duty, provided the employee give at least seventy-two (72) hours notice to the Chief or his designated representative and as long as there is sufficient manpower (minimum required) on that shift.

F. The President, State Delegate or authorized Officer of the Association shall be granted leave from duty without loss of regular straight time pay to attend Collective Bargaining Seminar or Retirement Seminars hosted by the State Association, when such officer is to be scheduled on duty, provided the PBA Representative(s) gives at least 72 hours notice to the Chief of Police or his designee.

The local Association agrees that the Chief (or designee) shall deny such requests if existing manpower minimums are not met in absence of the officer.

ARTICLE 7

EMPLOYEE REPRESENTATIVE

A. Stewards.

1. For the duration of this Agreement, the Association has appointed the President of the Association as the Steward and he shall enjoy all rights and privileges thereto.

2. If for any reason the President shall be unable to complete the Stewardship, the Association shall appoint a successor from within the Department.

3. The President, or his designees, if scheduled to work, shall be permitted time off from their work shift without loss of pay to attend negotiation sessions and interest arbitration hearings with the City or its representative. The President shall provide seventy-two (72) hours prior notice to the Chief or his designee.

4. The President, State Delegate and all authorized Officer of the P.B.A., shall be permitted to attend regularly scheduled meetings of the Association. This section only applies if they are working and only given time off from the employee's regular work assignment for the duration of the meeting. The Officers will not be called back from the meeting to duty if the remaining Officers on the street cannot cover the problem without them (manpower wise). With the exception for emergency meetings, the officer of the P.B.A. will provide seventy-two (72) hours prior notice to the Shift Commander affected by that time period.

ARTICLE 8

BULLETIN BOARDS

A. The Association shall have the use of the bulletin board located in the Police Department headquarters for the posting or notice relation to meeting and official business of the Association only.

B. Only material authorized by the signature of the Association President, steward or alternate shall be permitted to be posted on said bulletin board. The City may have removed from the bulletin board any material which does not conform with the intent of the above provisions of the Article.

ARTICLE 9

MANAGEMENT RIGHTS

A. Ventnor City 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, including:

1. The executive management and administrative control of the City 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 or assignment, and to promote and transfer employees.
3. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.
4. Nothing herein contained shall be construed to deny or restrict the City of its rights, responsibilities and authority under R.S. 40A, or any other national or state laws or regulations.

ARTICLE 10

HOURS OF WORK

- A. A forty (40) hour work week consisting of eight (8) hour shifts shall remain in effect for all members assigned to Police Administration and the Detective Bureau.
- B. Members of the Police Department assigned to the Patrol Division shall work twelve (12) hour shifts, consisting of either 7a-7p or 7p-7a. This twelve (12) hour work shift shall rotate every twenty-eight (28) days between 7a-7p and 7p-7a (or day shift and night shift). Work hours are set by the Police Administration, subject to review and reconsideration by all parties.
- C. The guideline for the 12 hour work shift shall commence with two (2) days on, two (2) days off and three (3) days on; followed by two (2) days off, two (2) days on and three (3) days off. The three (3) day off portion of the 12 hour work shift shall be Friday, Saturday and Sunday. Rotation shall follow these three (3) days off.
- D. Due to the nature of the 12 hour work shift, officers assigned are scheduled for more than 2080 hours in a year's time. Officers assigned to this shift shall be granted these additional hours worked prior to January 1st of the oncoming year, and schedule them as they would vacation time. These additional hours are granted at the rate of an hour for an hour. These additional hours shall be referred hereinafter as "Kelly Hours". Kelly hours are granted and utilized as straight time. Kelly hours shall not be carried over from year to year and are not eligible to be "sold back" to the City, or "cashed out". Kelly hours are to be accounted for in a separate time bank by Police Administration and exhausted in time off by year's end.
- E. There shall be an understanding by all Officers assigned to the 12 hour work shift that the granting of and utilizing Kelly hours are in effect an FLSA waiver to paid overtime.

F. The word “day” or “days” for the purposes of this agreement shall be construed and accepted as a twelve (12) hour day for those members assigned to the twelve (12) hour work shift.

G. There shall be a periodic review by Police Administration and the PBA of the twelve (12) hour work shift to ensure adequate staffing levels are met. In the event staffing levels cannot be met with the twelve (12) hour work shift, then Police Administration shall have the right to revert to an alternate schedule. The parties shall meet to negotiate all scheduling modifications, which is subject to negotiations per New Jersey Law. An action of this magnitude shall require at least twenty-eight (28) days’ notice to the officers assigned to the Patrol Division as long as not contrary to law.

ARTICLE 11

SALARIES

A. Effective January 1, 2013, the annual base salary to be paid to bargaining unit members shall be as follows:

PATROLMAN

| | |
|--|--------------|
| Starting 1 st year of service | \$38,760.00 |
| Starting 2 nd year of service | \$48,938.68 |
| Starting 3 rd year of service | \$55,548.04 |
| Starting 4 th year of service | \$62,157.41 |
| Starting 5 th year of service | \$70,761.80 |
| Starting 6 th year of service | \$77,446.83 |
| Starting 7 th year of service | \$86,607.33 |
| PATROLMAN (Assign. Detective) | \$95,268.06 |
| SERGEANT | \$95,268.06 |
| SERGEANT (Assign. Detective) | \$104,794.87 |
| LIEUTENANT | \$104,794.87 |
| LIEUTENANT (Assign. Detective) | \$115,274.36 |
| CAPTAIN | \$115,274.36 |

B. Effective January 1, 2014, the annual base salary to be paid to bargaining unit members shall be as follows:

PATROLMAN

| | |
|--|-------------|
| Starting 1 st year of service | \$39,535.20 |
| Starting 2 nd year of service | \$49,917.45 |
| Starting 3 rd year of service | \$56,659.00 |
| Starting 4 th year of service | \$63,400.55 |

| | |
|--|--------------|
| Starting 5 th year of service | \$72,177.03 |
| Starting 6 th year of service | \$78,995.76 |
| Starting 7 th year of service | \$88,339.47 |
| PATROLMAN (Assign. Detective) | \$97,173.42 |
| SERGEANT | \$97,173.42 |
| SERGEANT (Assign. Detective) | \$106,890.76 |
| LIEUTENANT | \$106,890.76 |
| LIEUTENANT (Assign. Detective) | \$117,579.84 |
| CAPTAIN | \$117,579.84 |

C. Effective January 1, 2015, the annual base salary to be paid to bargaining unit members shall be as follows:

PATROLMAN

| | |
|--|--------------|
| Starting 1 st year of service | \$40,325.90 |
| Starting 2 nd year of service | \$50,915.80 |
| Starting 3 rd year of service | \$57,792.18 |
| Starting 4 th year of service | \$64,668.57 |
| Starting 5 th year of service | \$73,620.52 |
| Starting 6 th year of service | \$80,575.68 |
| Starting 7 th year of service | \$90,106.26 |
| PATROLMAN (Assign. Detective) | \$99,116.88 |
| SERGEANT | \$99,116.88 |
| SERGEANT (Assign. Detective) | \$109,028.57 |
| LIEUTENANT | \$109,028.57 |
| LIEUTENANT (Assign. Detective) | \$119,931.43 |
| CAPTAIN | \$119,931.43 |

D. Effective January 1, 2016, the annual base salary to be paid to bargaining unit members shall be as follows:

PATROLMAN

| | |
|--|--------------|
| Starting 1 st year of service | \$41,132.42 |
| Starting 2 nd year of service | \$51,934.11 |
| Starting 3 rd year of service | \$58,948.02 |
| Starting 4 th year of service | \$65,961.94 |
| Starting 5 th year of service | \$75,092.98 |
| Starting 6 th year of service | \$82,187.19 |
| Starting 7 th year of service | \$91,908.38 |
| PATROMAN (Assign. Detective) | \$101,099.21 |
| SERGEANT | \$101,099.21 |
| SERGEANT (Assign. Detective) | \$111,209.14 |
| LIEUTENANT | \$111,209.14 |
| LIEUTENANT (Assign. Detective) | \$122,330.05 |
| CAPTAIN | \$122,330.05 |

E. Beginning January 1, 2013, and for each year of this contractual agreement, an Accreditation Acknowledgment adjustment of \$400.00 will be added to the base salary prior to the calculation of yearly percentage increases that were agreed upon.

F. Salary, Hourly Rate and Overtime Rate shall be calculated by utilizing Base Pay plus Longevity plus Holiday Pay. Salary levels and seniority shall be based upon the date of employment.

G. Any employee assuming the duties of a higher paid position shall be compensated at the rate of pay of that higher position after having worked thirty (30) consecutive days in that position.

ARTICLE 12

LONGEVITY

A. Each Officer listed in Article XII shall be paid in addition and together with their annual base salary the additional compensation based upon the length of their service in the Ventnor City Police Department as fixed and determined by the following schedule:

Officers Hired Prior to 01/01/2006

| <u>Beginning an Employees:</u> | <u>Longevity Payment:</u> | |
|--|---------------------------|--------|
| Fifth (5 th) year of service..... | Two Percent | (2%) |
| Tenth (10 th) year of service..... | Four Percent | (4%) |
| Fifteenth (15 th) year of service..... | Six Percent | (6%) |
| Twentieth (20 th) year of service..... | Eight Percent | (8%) |
| Twenty-Fourth (24 th) year of service..... | Ten Percent | (10%)* |
| Twenty-ninth (29 th) year of service..... | Twelve Percent | (12%) |

*****Employees hired after January 1, 1998 and prior to 01/01/06 shall be capped at 10% Longevity.**

Officers Hired After 01/01/06

| <u>Beginning an Employees:</u> | | |
|--|---------------|-------|
| Seventh (7 th) year of service..... | Two Percent | (2%) |
| Twelfth (12 th) year of service..... | Four Percent | (4%) |
| Seventeenth (17 th) year of service..... | Six Percent | (6%) |
| Twenty-Second (22 nd) year of service..... | Eight Percent | (8%)* |
| Twenty-Fourth (24 th) year of service..... | Ten Percent | (10%) |

***** Employees hired after January 1, 2009 shall be capped at 8% Longevity.**

B. The aforesaid longevity payments shall be made in equal bi-weekly installments, together with, and in addition to, the employee's base salary.

C. In computing overtime pay and vacation pay and any other pay rates set forth in the Agreement, the basic pay of any Officer shall include their base plus holiday and longevity.

D. Longevity pay shall be computed from the anniversary date of the Officer's appointment by the City.

ARTICLE 13

OVERTIME

A. Overtime shall consist of all hours worked in excess of forty (40) hours in a week, inclusive of all approved leaves.

B. All employees covered by this Agreement shall, in addition to their salary, be paid time and one-half (1 ½) at their hourly rate of pay, computed on the basis of forty (40) hour week. The employee shall have the option of receiving a payment for their overtime or in the alternative, compensatory time off. In the event the employee determines to receive payment, then all overtime payments shall be paid in the employee's regular paycheck.

C. If an employee is recalled to duty, he shall receive a minimum guarantee of three (3) hours compensation at the overtime rate, provided said recall duty is not contiguous with the employee's normal tour of duty. The City shall have the right to retain the employee on duty for the minimum time period.

Recall to duty is defined as:

1. Any time an employee is called into work other than his/her regularly scheduled work hours.
2. Any time an employee is required to be in any court.
3. Any time an employee is called into work to attend meetings with any police official.
4. Any time an employee is called into work regarding any investigation or inquiry.

D. 1. Overtime for regularly scheduled shifts and details will be offered to regular full-time Police Officers of the Department first. This overtime shall be offered on a rotating basis based upon seniority. There may be certain situations in which the Department, because of special skills, rank or other attributes of a particular Officer, determines when it is in the best interest of the City to assign a particular Officer overtime. The purpose of this clause is to equalize overtime among employees and shall not be defeated by the City's selection of special persons for special details as set forth herein. Such overtime will be offered to persons other than regular full-time Police Officers only if it has first been refused by such.

E. 1. Employees shall be entitled to seven (7) calendar days notice for changes in regularly scheduled days off, shifts, approved vacations days and personal days which are scheduled contiguously with vacation leave, without additional compensation. Any employee required to work on a regularly scheduled day off without said seven (7) days notice, shall be compensated at the overtime rate. Employees receiving said notice shall not receive any additional compensation with the exceptions of the current policy involving Firearms Range Training and weekly In-Service Training.

2. Each relief shall have at all times a relief supervisor, i.e. a Sergeant or Lieutenant, to insure a proper chain of command.

F. **Stand-by Subpoena.**

Employees shall receive two (2) hours overtime pay per day for each day required to be on stand-by status by reason of a stand-by subpoena if an employee is off duty during any part of the stand-by hours and required to be on call and near a telephone.

G. **At Home Call**

In the event the Detective in charge or on-call Detective is called upon during off duty hours by a shift commander for specific directions concerning the handling of an emergent police matter, that supervisory employee being called shall receive one (1) hour of compensatory time.

H. **Jury Duty**

If an employee is required to attend Jury Duty, he/she will do so in lieu of the shift he/she is assigned to work for that day.

I. **Private Details**

All Officers bound by this collective bargaining agreement shall receive a flat overtime rate of sixty-five dollars (\$65.00) per hour for all private details scheduled. The City reserves the right to add an administrative fee above the sixty-five dollar (\$65.00) rate for all private details to be paid for by the requesting agent.

ARTICLE 14

HOLIDAYS

A. All employees covered by this Agreement shall receive compensation for fourteen (14) Holidays to be calculated at the employee's straight rate of pay. If any employee is scheduled to work on any of the holidays enumerated, he/she is to be paid at the normal rate of pay. The employee will have his/her Holiday Pay included in his/her base pay compensation as presented under ARTICLE 11 per year. This will be distributed to the employees in their bi-weekly paycheck with their base pay and included in the employee's hourly rate. Overtime will also be calculated at this rate (Base pay + longevity + holiday pay = Hourly rate).

HOLIDAYS

| | |
|--------------------|----------------------|
| New Year's Day | July 4 th |
| Martin Luther King | Labor Day |
| Lincoln's Birthday | Columbus Day |
| President's Day | Election Day |
| Good Friday | Veteran's Day |
| Easter Sunday | Thanksgiving Day |
| Memorial Day | Christmas Day |

ARTICLE 15

VACATIONS

A. 1. An employee (Hired prior to 1/1/95) in his first year of service, shall be entitled to one (1) working day of vacation for each month of service. Thereafter, he shall be entitled to two (2) working days of vacation for every month of service, or as otherwise determined by the schedule in Section B.1.

2. An employee (Hired after 1/1/95) in his first year of service, shall be entitled to one (1) working day of vacation for each month of service. Thereafter, all vacation days shall be prorated according to the schedule set forth in B.2. of this Article.

3. An employee (Hired after 1/1/01) in his first year of service, shall be entitled to one (1) working day of vacation for each month of service. Thereafter, all vacation days shall be prorated according to the schedule set forth in B.3. of this Article.

B. 1. Vacation leave for members (Hired prior to 1/1/95) shall be determined by the following schedule:

| | |
|-------------------------------------|-----------------|
| Patrolman (after 12 mo. of service) | 24 working days |
| Assigned Detective bureau | 26 working days |
| Sergeant | 26 working days |
| Detective Sergeant | 29 working days |
| Lieutenant | 29 working days |
| Detective Lieutenant | 32 working days |
| Captain | 32 working days |

2. Vacation leave for members (Hired after 1/1/95) shall be determined by the following schedule:

| | |
|--|-----------------|
| Patrolman (after 12 mo. of service) | 18 working days |
| Patrolman (starting 3 rd year of service) | 20 working days |
| Patrolman (starting 5 th year of service) | 24 working days |
| Assigned Detective Bureau | 26 working days |
| Sergeant | 26 working days |
| Detective Sergeant | 29 working days |
| Lieutenant | 29 working days |
| Detective Lieutenant | 32 working days |
| Captain | 32 working days |

3. Vacation leave for members (Hired after 1/1/01) shall be determined by the following

schedule:

| | |
|--|-----------------|
| Patrolman (after 12 mo. of service) | 15 working days |
| Patrolman (starting 4 th year of service) | 18 working days |
| Patrolman (starting 6 th year of service) | 21 working days |
| Patrolman (starting 8 th year of service) | 24 working days |
| Patrolman assigned Det. Bureau (any length of service) | 26 working days |
| Sergeant (any length of service) | 26 working days |
| Det. Sergeant (any length of service) | 29 working days |
| Lieutenant (any length of service) | 29 working days |
| Det. Lieutenant (any length of service) | 32 working days |
| Captain (any length of service) | 32 working days |

4. Vacation leave for members assigned to the Patrol Division twelve (12) hour work shift

shall be determined by the following schedule;

| | |
|--|-----------|
| Patrolman (after 12 mo. of service) | 120 hours |
| Patrolman (starting 4 th year of service) | 144 hours |
| Patrolman (starting 6 th year of service) | 168 hours |
| Patrolman (starting 8 th year of service) | 192 hours |
| Sergeant (any length of service) | 208 hours |
| Lieutenant (any length of service) | 232 hours |

C. Members shall not be recalled to duty while on vacation, except in emergencies. In the event that a member has approved vacations days and subsequently receives a change in their work shift, and their previously approved vacation cannot be accommodated in their new shift, then in that event, the member shall receive one and one-half (1 ½) vacation days for each one day of previously approved vacation days, which are canceled.

D. If an employee terminates his employment with the City, or his employment is terminated by the City, his vacation entitlement shall be pro-rated on an annual basis.

E. **Vacation Scheduling Procedure**

1. Vacations shall be bid upon between December 15th and December 31st for the subsequent calendar year and granted upon seniority with employees being permitted to have the option of holding back as many days as desired to be used during the subsequent year when sufficient manpower permits and at the approval of the Chief of Police. These

days held back, once scheduled during the subsequent year, shall be held at the same value as those picked between December 15th and December 31st and can only be canceled in the event of an emergency. In the event an Officer does not utilize all of his/her vacation days prior to the end of the subsequent calendar year, they will be forfeited. The requests for these held vacations days will be handled on a first come first served basis. In the event two (2) or more requests are received at the same time, the requests will be handled by seniority. In the event there are two (2) Officers granted time off on any given day, the second person granted time off is subject to recall in the event of a shift shortage.

2. Nothing precludes an employee from selecting vacation in January of the next year. January vacation requests will be submitted to the Chief between December 1st and December 7th and approved by December 15th.

3. In the event an employee is experiencing a protracted illness at the time of their scheduled vacation, said employee shall have the right to reschedule their vacation to a time that does not conflict to the manpower needs of the department. Also, if said employee is carrying over the next year un-used vacation days, the employee shall only bid those un-used days after the initial vacation bidding on their shift has been completed by all on that shift. Seniority pick does not apply to the carry over days unless two (2) or more members are re-bidding carry over days. "Protracted Illness" shall be defined as one which causes an employee to be absent from work no less than five (5) days.

4. Nothing herein shall prevent the employee from working overtime while on vacation if the member desires to do so.

ARTICLE 16

PERSONAL DAYS

A. All employees shall enjoy three (3) personal days per year, to be taken at their option, providing their absence does not interfere with the manpower needs of the Department. Unused personal days in any year may be carried over until April 1st of the following year. In the event these personal days are not used by April 1st in that year, the employee shall lose these days and shall not receive any compensation for the days which are lost. Employees shall not be recalled to duty while on a personal day except in emergencies.

B. Employees assigned to the twelve (12) hour work shift shall enjoy twenty-four (24) personal hours per year, to be taken at their option, providing their absence does not interfere with the manpower needs of the department. Unused personal hours in any year may be carried over until April 1st of the following year. In the event those personal hours are not used by April 1st in the year, the employee shall lose these hours and shall not receive any compensation for the hours which are lost. Employees shall not be recalled to duty while absent on personal hours except in the event of an emergency.

ARTICLE 17

SICK LEAVE

A. 1. Sick leave shall accrue for regular full-time Police Officers at a rate of one (1) day per month during the first calendar year of employment and fifteen (15) working days in every calendar year thereafter, and shall accumulate from year to year, to be used as needed.

2. Sick leave shall accrue for regular full-time Police Officers assigned to the twelve (12) hour work shift at a rate of eight (8) hours per month worked during the first calendar year of employment. Officers shall be granted one hundred twenty (120) hours in every calendar year thereafter, and shall accumulate from year to year, to be used as needed.

B. 1. Sick leave is hereby defined to mean absence from post or duty by an employee because of accident, illness, exposure to contagious disease, injury, attendance upon a member of the employee's immediate family seriously ill requiring the care and attendance of such employee.

2. The term "immediate family" shall include father, mother, father-in-law, mother-in-law, grandparents, sister, brother, spouse, registered domestic partner, child, step child, foster child, brother-in-law and sister-in-law of any employee and any relatives residing in his household.

C. The Chief or his designee may require proof of illness for any of the following reasons:

1. There is reason to believe that an employee is abusing sick leave.

2. The employee has been absent on sick leave for five (5) or more consecutive work days.

3. If the employee has been absent on sick leave for an aggregate period of more than fifteen (15) days in a calendar year for eight (8) hour employees and one hundred twenty (120) hours in a calendar year for twelve (12) hour employees..

D. The Chief or his designee may require an employee to be examined by a physician designated and compensated by the appointing authority as a condition of the employee's return to work.

E. If an Officer is absent from work for reasons that entitle him to sick leave, the Chief of Police or his designated representative 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 or sudden illness.

F. The City shall not require any of its employees covered by this Agreement who may be disabled either through illness or injury as a result of or arising from his respective employment to utilize the sick leave accumulated under this ARTICLE, which procedure is in accordance with the Workmen's Compensation Laws of the State of New Jersey.

G. **Borrowing of Sick Leave**

In the event of a medical emergency, an employee assigned to right (8) hour shifts shall have the right to request from the Chief to borrow up to ten (10) sick leave days from the following year and employees assigned to the twelve (12) hour shifts shall have the right to request to borrow up to eighty four (84) sick leave hours. Should the request be denied by the Chief, the employee shall have the right to appeal the decision to the City Commission, whose decision shall be final. Should an employee leave the employment of the City prior to the completion of the following year, any pay for borrowed days shall be deducted from his last paycheck.

H. **Donating of Sick Time**

All regular full-time employees of the Ventnor City Police Department may be eligible, under certain circumstances to receive donated sick leave.

The Chief of Police may permit a regular full-time employee to receive sick leave donation from other qualified employees under this policy if;

1. The employee has completed at least one year of continuous full-time service to the Department.
2. The employee suffers from a *serious health condition or injury or is needed to provide direct care to a member of the employee's immediate family who is suffering from a *serious

health condition or injury; and which has caused, or is likely to cause, the employee to;

(a) Go on leave without pay status; or

(b) Terminate City employment

3. The employee's absence and the use of shared sick leave are justified

4. The employee has depleted or will shortly deplete his or her vacation, personal leave, sick leave reserves and all compensatory time;

5. The employee has abided by all personnel rules regarding sick leave use.

6. Officers assigned to the twelve (12) hour shift shall not exceed six (6) months of donated leave, per FMLA guidelines.

* As per definition provided in Family and Medical Leave Act (FMLA) Guidelines.

The employee shall not receive, in donations, a total of more than 180 days or its hourly equivalent of donated leave under this provision. In the event that the serious illness or injury is changed to "*Injured in the line of Duty*" and all the used sick leave days gets returned to the employee, all the donated sick days will also be returned to the employee who originally donated them.

Procedures:

An employee may submit a written request to the Chief of Police seeking approval for eligibility for donated sick leave time which shall not be unreasonably denied. An employee's family and/or supervisor may submit a request on behalf of an employee who is unable to submit the request. The request shall include medical verification from a physician concerning the nature of the condition and anticipated duration of the disability resulting from serious illness or injury.

When the Chief of Police has approved an employee as a leave recipient, he or she shall, with the employee's (or employee's family/supervisory) consent, circulate a memorandum containing the name of the employee who needs donated leave and the amount of leave needed in order to encourage donations.

Employees are prohibited from threatening or coercing or attempting to threaten or coerce another employee on his/her own behalf or on the behalf of another employee for the purpose of interfering

with employee rights involving donating, receiving, or using donated leave time. Such prohibited acts shall include but are not limited to, promising to confer or conferring benefits such as a promotion or salary increase or making a threat to engage or engaging in an act of retaliation against an employee.

1. **Incentive Clause**

1. If an employee does not use any sick days in any twelve (12) month period of time, the employee shall receive sixteen (16) compensatory hours to be used under the Departmental provisions of compensatory time usage. The employee must use this compensatory time (16 compensatory hours awarded within this ARTICLE) within the subsequent calendar year.

2. It shall be the employee's responsibility to request this from the Police Administration within thirty (30) days of becoming eligible to receive this benefit.

ARTICLE 18

TERMINAL LEAVE

A. Effective January 1, 2013, upon an employee's retirement, death or honorable termination on employment, said employee shall be compensated for their accumulated sick leave. Said employee shall be compensated for their accumulated sick leave computed on their daily rate of pay at time of retirement and shall receive one (1) day rate of pay for each two (2) days of accumulated sick leave, up to the maximum amount of \$30,000.00.

ARTICLE 19

FUNERAL LEAVE

A. In the event of death of an employee's spouse, Registered Domestic Partner, child or step child, the employee shall be granted time off without loss of pay from the day of death up to a maximum of ten (10) work days for eight (8) hour employees and fourteen (14) calendar days for twelve (12) hour employees.

B. 1. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay in the amount of five (5) working days for eight (8) hour employees and seven (7) calendar days for twelve (12) hour employees.

2. The term "immediate family" shall include, father, mother, father-in-law, mother-in-law, grandparents, sister, brother, brother-in-law and sister-in-law of the employee and any relatives residing in his household.

C. 1. In the event of the death of a grandchild, the employee shall be granted time off without loss of pay in the amount of three (3) working days for eight (8) hour employees and two (2) twelve (12) hour work days for twelve (12) hour employees, consecutive or not.

2. In the event of the death of an employee's or spouse's uncle, aunt, niece, nephew, stepparent, grandparent or cousin in the first degree, the employee will be granted one (1) day funeral leave without loss of pay. This applies to both eight (8) and twelve (12) hour schedules.

D. Funeral leave may, at the sole discretion of the Chief of Police, be extended beyond the day(s) specified in Sections A, B and C above, either without pay or chargeable against the employee's sick leave. Said option of taking the day without pay or chargeable against the employee's sick leave shall be at the discretion of the employee. If over ten (10) working days are requested under this section, it shall be at the discretion of the Chief of Police.

E. Funeral leave shall not constitute sick leave and shall not be deducted from the employee's annual sick leave or vacation leave, except as provided for in Section D above.

ARTICLE 20

INJURY LEAVE

A. 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 Worker's Compensation Act. Both amounts will be made 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 reconciliation of taxable income will become the responsibility of the employee.

B. The employee shall be required the present evidence by a certificate of a responsible physician that he is unable to work and the City may reasonably require said employee to present such certificate from time to time.

C. In the event an employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the City or by its insurance carrier, then, in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a Judgment in the Division of Worker's Compensation establishing such further period of disability and such findings by the Division of Worker's Compensation, or by the final decision of the last reviewing court shall be binding upon the parties.

D. For the purpose of this ARTICLE, injury or illness incurred while the employee is attending a City sanctioned training program, shall be considered in the line of duty.

E. In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or an injury on duty, the parties agree to be bound by the decision of an appropriate Worker's Compensation Judgment, or if there is an appeal therefrom, the final decision of the last reviewing court.

F. An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon by the parties.

ARTICLE 21

MILITARY LEAVE

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

ARTICLE 22

LEAVE OF ABSENCE WITHOUT PAY

- A. An employee may request a leave of absence without pay for a period not to exceed six (6) months in order to participate in other interests outside of the Department providing that such absence does not conflict with or adversely affect the routine function of the Department.
- B. An employee may apply for such leave by submitting to the City a written request stating the reasons for the leave and the proposed period of time.
- C. Any leave of absence is subject to approval of the City.
- D. Upon returning from such leave, the employee shall return to the position, which he left together with all benefits and compensation.

ARTICLE 23

HOSPITALIZATION AND HEALTH INSURANCE

A. Health Insurance

1. The City agrees to continue to provide at least equal health insurance coverage and payment as currently in effect for all employees covered by this Agreement and their dependents at the City's expense.
2. The City agrees to continue to provide Major Medical Insurance at the City's expense.
3. City agrees to pay for well care pediatric visits for general and preventative medical care for eligible children to and including six (6) years of age as well as immunization as required by the Commissioner of Education up to eighteen (18) years of age, with regular Co-pay paid by the Employee.

B. Change in Carriers

It is agreed that the City has the right to change the carriers of its insurances. It is further agreed that if a change in carriers or plans is made, the coverage's and benefits to the employees shall be at least equal to those that existed under the previous plan and/or carrier being replaced

C. Prescription Drug Plan

The City agrees to provide a deductible prescription card system for each employee and his/her dependents, effective January 1, 2013. As per the following schedule:

| | |
|-------------------------|---------------------------|
| Generic Source | \$ 7.00 per prescription |
| Multi-Brand Name Source | \$ 12.00 per prescription |
| Single Source | \$ 7.00 per prescription |

D. **Optical Plan**

The City agrees to provide optical services either as set forth on attached Appendix A, or by reimbursement or doctor participation, for each employee and his/her dependent(s) as per the following:

1. One examination at the City's expense for each Employee and his/her dependants each year.
2. Lenses, frames, or contacts every twelve (12) months for each Employee and his/her dependants up to \$400.00 per covered individual.
3. Lasik or Radial Keratotomy (RK) vision correction surgery for employee only with a maximum benefit limited to \$1,500.00 per eye.

E. **Dental Plan**

The City agrees to provide a minimum Dental Plan, either by reimbursement or mandatory use of participating dentists if such dentist-participation plan exists, for each employee and his/her dependents, as per Appendix B attached hereto. Effective 1/1/2013 the Dental Plan shall include a maximum \$1,200.00 benefit per year, per covered individual for all services except orthodontics. Effective 1/1/2014 the Dental Plan shall include a maximum \$1,500.00 benefit per year, per covered individual for all services, except orthodontics. Orthodontics lifetime maximum benefit per covered individual will be \$1,500.00. Individual schedule of charges unchanged.

F. **False Arrest Insurance**

The City shall provide false arrest insurance for each employee and such coverage will be in effect at all times. A copy of this policy will be provided to the P.B.A. upon request.

G. **Continuation of Benefits in Event of Death**

1. If an employee loses his/her life while performing the duties of law enforcement officer, the City agrees to continue in full force, at City expense, all medical, dental, prescription and optical plans for his/her spouse and/or children until said children reach legal age or his/her spouse remarries. Any child who is a full-time student, shall receive coverage to age

twenty-two (22).

2. If an Officer loses his/her life in any other manner, while still employed as a law enforcement officer, when the cause of death is not in the performance of his/her duties as a law enforcement officer, the City agrees to continue in full force, at the City's expense, all medical, dental, prescription and optical plans for his/her spouse and/or children for a period of three (3) months.

H. **Benefit Waiver**

The city agrees to pay a health benefit waiver stipend of \$5,000.00 per year if an employee covered by this agreement agrees to waive participation in the City's health benefit plan provided said employee agrees to be excluded for the entire calendar year and can document that the employee's spouse has health benefit coverage. Employees waiving participation shall receive payment in 12 equal monthly installments to be paid at the end of each month. Employees and their covered dependants may re-enter the city health benefit plan at any time with no re-enrollment penalty or delay if spouse's coverage is involuntarily terminated.

ARTICLE 24

UNIFORMS

A. Upon initial employment each employee shall be furnished with the following uniform components:

1. Uniforms

- (1) Three Season Jacket with reflective material, snap on hood. Coat will have badge and name tabs attached including sewn on department patch and flag. Department patch and flag are to be supplied by the City. Hashmarks to be sewn on and supplied by the Vendor.
- (1) Winter Hat with Peak
- (1) Winter Hat (Hunter Style)
- (1) Ball cap
- (1) Lightweight Reversible Jacket
- (2) Pair of Pants – Class A
- (2) Long Sleeve Shirts – Class A
- (2) Short Sleeve Shirts – Class A
- (4) Pair of Pants – Class B (daily wear)
- (4) Long Sleeve Shirts – Class B (daily wear)
- (4) Short Sleeve Shirts – Class B (daily wear)
- (4) Mock Turtleneck Shirts
- (2) Ties
- (1) Rain Coat - color police black, all reversing to fluorescent yellow including snap on hood, rain pant – black, made of waterproof material.
- (1) Rain Hat Cover
- (1) Pair of Rubber Boots

- (1) Pair of Uniform boots or shoes.
- (1) Leather Gear including duty belt, holster, handcuff case, impact weapon holster, double magazines and case, radio pouch, OC holder, badge, I.D., name plate, bullet proof vest with liner and outer shell.
- (1) Nylon Gear including duty belt, holster, handcuff case, impact weapon holster, double magazine case, radio pouch and OC holder.

B. Police Recruits, upon hiring, shall incur the expense of all clothing required by the Police Academy, with the exception of the duty belt. All duty uniforms and remaining components will be issued by the Department upon the successful completion of the Police Academy.

C. Annually, all Officers shall have the ability to replace uniform components that are no longer serviceable. This will be accomplished in the form of a voucher system to be established by the Chief of Police. The expenditures for Officers for each year of the contract will be \$850.00 annually.

D. If during the performance of their duties, any Officer damages a uniform or civilian clothing, he/she shall have the right to submit the repair costs to the City for reimbursement. Personal effect damaged during the performance of duty, shall be repaired or replaced by the City at the sole discretion of the Chief of Police.

E. The City agrees to reimburse non-uniform personnel for clothing in the amount of four hundred dollars (\$400.00) per year, with two hundred dollars (\$200.00) payable on the 1st pay of June, and two hundred dollars (\$200.00) payable on the 1st pay in December.

F. All employees shall receive a clothing/maintenance allowance of four hundred dollars (\$400.00) per year, with two hundred dollars (\$200.00) payable on the 1st pay in June and two hundred dollars (\$200.00) payable on the 1st pay in December.

G. The voucher system currently established shall be for the re-uniforming of officers for items changed or for replacement of worn uniforms. The voucher system items available for yearly purchase will be established by the Chief of Police and will not include replacement of leather gear, nylon gear or bulletproof vests.

ARTICLE 25

EQUIPMENT

- A. The City and the P.B.A. both agree that the safety of the employees and the public are essential in providing and maintaining adequate service to the residents of the City of Ventnor. In the regard, all equipment shall be maintained by the City in proper working condition. Any equipment not in proper working condition, shall be repaired or replaced as soon as possible by the City.
- B. All employees of the Ventnor City Police Department required to carry a pistol, shall be supplied with a serviceable pistol by the City. Once the pistol is supplied to the employee, then it will be the responsibility of the employee to continue to provide normal maintenance for said weapon.
- C. Except in unforeseen circumstances, the City shall provide each on-duty Officer with an operating portable radio. In the event the employee either damages or loses this radio when they are off-duty, unless in the performance of police duties, it will be the responsibility and obligation of the employee to reimburse the City for either the repair or the replacement of the radio.
- D. The City agrees to provide a riot helmet with optional face shield for each employee covered by this Agreement. It is agreed that employees will wear said riot helmet at all appropriate times as determined by the Chief of Police.

ARTICLE 26

SCHOOLS

A. All members covered by this Agreement who attend any police school or training school shall be provided transportation or be reimbursed at the rate of twenty cents (\$.20) per mile, plus tolls.

B. When the Chief receives notice of the availability of a police school or seminar that the Chief intends to detail an officer to, the Chief shall post a notice advising all officers of the availability of said school or seminar. This section does not preclude the assignment of officer(s) to a school based upon current assignment, expertise or a training need within the department.

C. When the school provides no meal(s) during school hours, meal cost(s) incurred by the employee shall be reimbursed at the following rate(s), subject to the presentation of receipt(s):

| | | |
|----|-----------|---------|
| A. | Breakfast | \$5.00 |
| B. | Lunch | \$7.00 |
| C. | Dinner | \$10.00 |

Meal reimbursements shall also be given to range officers engaged in training of any employee engaged in training or instruction at an approved academy or range.

D. An officer assigned to instruct other police officers in the below listed categories shall be compensated at the rate listed. An officer shall receive compensation for only one category of instruction per year. The officer shall receive the highest of the three categories listed. To be eligible for compensation an officer must actually instruct during the fiscal quarter for category #1 or at least once per year for categories #2 or #3. This benefit is payable the first pay in December.

Category #1 - Firearms range instructor payable at .5% for each quarter of instruction.

Category #2 - Use of non-deadly force and Field Training instructors payable at .5% per year of instruction.

Category #3 - D.A.R.E. instructor and all other specialized police instruction approved by the Chief of Police payable at .25% per year of instruction.

ARTICLE 27

COLLEGE INCENTIVE PROGRAM

- A. The City hereinafter agrees to reimburse employees who are in attendance at an accredited educational facility that provides a Masters Degree, Bachelor's Degree or an Associate's Degree for their cost expended for tuition for said courses and their cost incurred for books related to the taking of said courses.
- B. Any employee covered by this Agreement being granted an Associate's Degree accredited by an accrediting agency recognized by the U.S. Department of Education or Council for Higher Education Accreditation (CHEA) shall be compensated at 1.66% of the employee's yearly base salary as specified in ARTICLE 11, Section F, up to \$1,500.00, whichever is lower. Such payment shall be paid annually in one lump sum check, separate from his/her regular pay check, payable to such employee the first pay of December. Should said degree not be granted until after March 1st, payment will be prorated to that portion of the year in which the degree was obtained.
- C. Any employee covered by this Agreement being granted a Bachelor's Degree accredited (same as above), shall be compensated at 3.31% of the employee's yearly base salary as specified in ARTICLE 11, Section F, up to \$3,000.00 whichever is lower. Such payment shall be paid annually in one lump sum check separate from his/her regular paycheck, payable to such employee the first pay in December.
- E. Upon completion of an Associate's, Bachelor's or Master's Degree, all books purchased for said course work will become the property of the City for use as resource material within the Police Department for all employees covered by this Agreement and be accessible at all time for said employees.

F. In order to be eligible for the aforementioned educational benefits, it shall be determined by the Chief of Police that the course of study being taken shall have a direct relationship to the employee's position as a Ventnor Police Officer. It is understood and agreed that courses required by an educational facility to complete an eligible degree program shall be deemed eligible courses even if they do not bear a direct relationship to police work as long as said courses are part of an eligible degree program. In the event random courses are taken outside of a degree program, said courses must have a direct relationship to police work. Said courses of study shall include, but not limited to, criminal justice, psychology, sociology and law enforcement, adult and professional education, organizational management and computer science. Employees who do not achieve an Associate's degree or a Bachelor's degree within seven years of commencement of his or her education, the employee shall reimburse the City for the cost of courses not related to police work. Should the employee receive an Associate degree, the employee shall have an additional 5 years from the commencement of his or her studies towards a bachelor degree to complete same, without penalty. An eligible employee shall have 5 years from the commencement of his/her graduate studies to attain a Master's degree without penalty.

G. The City agrees to reimburse employee who are enrolled in an accredited Graduate program to achieve a Master's degree for their cost expended for tuition for said courses and their cost incurred for books related to the taking of said courses. Such reimbursement shall be at the prevailing New Jersey State College graduate school tuition rate. In the event that an employee attends an institution of high education whose costs exceed the prevailing New Jersey State College graduate school tuition rates, they will be reimbursed for only that sum and the additional costs will be born by the employee. An employee who receives graduate school tuition reimbursement agrees to continue employment with this Department for 5 years from the date of the reimbursed courses or forfeit such benefit through reimbursement to the City for graduate courses taken. This clause shall not apply to those who retire due to disability within 5 years of such benefit.

ARTICLE 28

LEGAL AID

- A. The City shall continue its present false arrest coverage through its existing blanket policy.
- B. The City will provide legal aid to all personnel covered by this Agreement, pursuant to the applicable Statutes of the State of New Jersey. The City agrees to pay for any expungement proceedings regarding a charge brought against a police officer arising out of his status of a police officer which results in the charge being resolved in favor of the police officer.
- C. The City will continue to provide existing insurance coverage to employees covered under this Agreement, protecting them from civil suits arising out of the performance of their duties, including but not limited to the following: false arrest, malicious prosecution, libel, slander, defamation of character, violation of the right of privacy, invasion of the right of privileged occupancy and the invasion of civil rights.
- D. The City agrees to maintain a listing of all insurance coverages in a designated office in City Hall where said list can be seen by all employees upon request.

ARTICLE 29

GUN RANGE

- A. The City agrees to supply employees with the necessary rounds of ammunition for initial qualification and/or police academy training.
- B. The City agrees to supply necessary rounds of ammunition per employee per year as needed by the employee to practice and re-qualify in marksmanship, in addition to two hundred (200) personal practice rounds.
- C. The City shall supply all necessary targets to the gun range in the City of Ventnor to permit employees of the Police Department of said City to qualify as required in Section B of this Article.
- D. All rounds shall be factory loaded.

ARTICLE 30

MEAL PERIOD/BREAKS

A. Every employee covered by this Agreement working an eight (8) hour work shift, shall receive a forty-five (45) minute meal period for each shift worked and two (2) fifteen (15) minute breaks for each shift. From Memorial Day through Labor Day of each year, each employee shall receive a sixty (60) minute meal period for each shift and two (2) fifteen (15) minute breaks for each shift.

B. Employees assigned to the twelve (12) hour work shift, shall receive a sixty (60) minute meal period for each shift worked taken in one (1) sixty (60) minute period or two (2) thirty (30) minute periods. This will be approved by the Shift Commander during the assigned tour. Additional breaks shall be taken in two (2) twenty (20) minute increments during the shift assignment. These additional breaks shall not run consecutively or with a meal break.

ARTICLE 31

OUTSIDE EMPLOYMENT

- A. Employees shall be entitled to engage in any lawful activity and obtain any lawful work while off-duty, providing same does not conflict with his responsibilities as a Police Officer.
- B. No Police Officer planning to or engaging in outside employment during the off-duty hours shall be permitted to wear the regulation City uniform.

ARTICLE 32

CEREMONIAL ACTIVITIES

A. In the event a Police Officer in another department in the State of New Jersey, New York, Pennsylvania and/or Delaware is killed in the line of duty, the Chief of Police shall permit at least one (1) uniformed employee of the City to participate in funeral services for the said deceased Officer. Such Officer may attend in lieu of working their shift. This Officer is to be selected from a list of officers requesting the assignment on a rotational basis. The Chief of Police may authorize up to an additional three (3) Officers to attend said services without compensation if manpower needs permit.

B. Subject to the availability of same, the City will permit a City police vehicle to be utilized by the employees in a funeral service.

C. In the event employees participating in such ceremonial activities approved by the Chief of Police are injured during the course of said activities (including to and from activity), said employees shall be deemed to have been injured while on duty.

ARTICLE 33

PERSONNEL FILES

- A. A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Chief of Police and may be used for evaluation purposes by the Chief of Police, Mayor and/or Governing Body.
- B. Upon advance notice and at reasonable times, any employee may at any time review his personnel file. However, this appointment for review must be made through the Chief of Police or his designated representative.
- C. Whenever a written complaint concerning an employee or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place the rebuttal in his file. If there has been a formal hearing, where both parties were represented and an official transcript was prepared, then said transcript will suffice. Upon receipt of the copy of the complaint, the employee shall initial the personnel file copy. Initialing of the complaint serves only as acknowledgement of receipt of a copy of the complaint and does not indicate admission of any portion of the complaint. When the employee is given a copy of the complaint, the identity of the complainant shall be excised. However, if any disciplinary action is taken based upon any complaint, then the employee shall be furnished with all details of the complaint, including the identity of the complainant.
- D. All personnel files will be carefully maintained and safeguarded permanently and nothing placed in any file shall be removed therefrom. Removal of any material from a personnel file by any employee shall subject that employee to appropriate disciplinary action.

ARTICLE 34

MUTUAL COOPERATION PLEDGE

A. The Association agrees not to engage in any strike or participate in any stoppage or cessation of work in any form or for any cause, nor will the Association in any manner coerce, order, participate in, or condone any strike or other work stoppage.

ARTICLE 35

DUES DEDUCTION AND AGENCY SHOP

- A. The City agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association. Such deductions shall be made in compliance with N.J.S.A. (R.S.) 52:14-15.9e, as amended.
- B. A check-off shall commence for each employee who signs an authorization card, supplied by the Association and verified by the City Treasurer during the month following the filing of such card with the City.
- C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish the City written notice thirty (30) days prior to the effective date of such change and shall furnish to the City either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.
- D. The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the City Clerk.
- E. Any such written authorization may be withdrawn at any time by filing a notice of withdrawal with the City Clerk. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15e, as amended.
- F. The City agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Association and transmit the fee to the majority representative.

D. The deduction shall commence for each employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Employment Relations Commission.

H. The fair share fee for services rendered by the Association shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Association, less the cost of benefits financed through the dues available only to member of the Association, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership due, fees and assessments.

I. The sum representing the fair share shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the Association to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents, advances in wages, hours and other conditions of employment, which ordinarily cannot be secured through collective negotiations with the City.

J. 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 fair share fee for services enumerated above.

K. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the City nor require the City to take any action other than to hold the fee in escrow pending resolution of the appeal.

L. The Association shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the City, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deduction.

ARTICLE 36

INVESTIGATION OF POLICE OFFICERS

A. In an effort to insure that department investigations are conducted in a manner, which is conducive to good order and discipline, the PBA and the City agree to utilize the Attorney General Guidelines in the investigations of Police Officers, including the following adopted rules:

1. The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.

2. The interrogation shall take place at a location designated 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 appraise the members of the allegations should be provided. If it is known that the member of the force is being interrogated as witness only, he should be 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 of every two (2) hours. No promise of reward shall be make as in inducement to answering questions.

5. The Department shall afford an opportunity for a member of the force, if he so requests while being investigated, to consult with counsel and/or his Association representative 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 Association representative, nor more than two (2) hours for consultation with his attorney. However, this paragraph shall not apply to routine day-to-day investigations.

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

7. Nothing contained herein shall be construed to deprive the Department or its Officer of the ability to conduct the routine and daily operations of the Department.

8. No employee covered by this Agreement shall be subjected to any urinalysis or blood screening unless one of the three following circumstances exist: (1) Where the employer has individual reasonable suspicion and probable cause to suspect that there is a job related individualized impact with respect to the specific employee being tested. (2) Where the urinalysis or blood testing is done as part of a bona-fide annual physical examination, which is done for the entire Police Department. In such event, the employees will receive at least four (4) weeks advance written notice of such testing. The notice shall also include the name of the test(s) being administered, the reasons therefore, what the tests will determine, and the laboratory which will process the test. Results of all tests will remain confidential. Should any problem or question arise concerning the results of an individual's test, such employee shall receive a copy of the lab report. (3) Where the employee has been selected as a result of a random drug testing policy as established by the Chief of Police.

ARTICLE 37

RETENTION OF BENEFITS

A. Except as otherwise provided herein, all rights, privileges and benefits, which Officers have heretofore enjoyed and are presently enjoying shall be maintained and continued by the City during the term of this Agreement at not less than the highest standards in effect at the commencement of these negotiations resulting in this Agreement.

B. The provisions of all Municipal Ordinances and Resolutions, except as specifically modified herein, shall remain in full force and effect during the terms of this Agreement and shall be incorporated in this Agreement as it set forth herein length.

ARTICLE 38

SAVINGS CLAUSE

A. 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 any event any clause or clauses shall be finally determined to be in violation of any law, 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 and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions in which offending language may appear.

ARTICLE 39

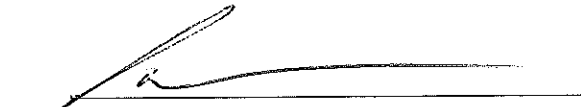
DURATION OF AGREEMENT

A. This Agreement shall be in full force and effect as of January 1, 2013, and shall remain in effect to and including December 31, 2016, without any re-opening date. This Agreement shall continue in full force and effect from year to year thereafter until one (1) party or the other gives notice, in writing, no sooner than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.


IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the City of Ventnor City, New Jersey, on this Sixth day of February, 2013.


FOR THE CITY OF VENTNOR CITY

FOR THE VENTNOR CITY PBA

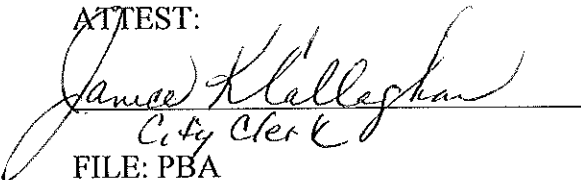


John Michael Bagnell
Mayor



David Gaetke


PATRICK HILTNER

ATTEST:


James Kelleghan
City Clerk
FILE: PBA

ATTEST:

ARTICLE 40

OFF DUTY ACTION

A. Any action taken by an off duty officer to render assistance to an injured person which would have been appropriate if on duty, will be construed as Police Action and the officer will have all rights and benefits as though on duty. Any action taken by an off duty officer which would be construed as police action, will be reported to the Chief of Police, through the channels as per department Rules and Regulations.

APPENDIX A

OPTICAL PLAN

THIS PLAN ENABLES YOU TO OBTAIN SERVICES BY EITHER ONE OF TWO METHODS.

If you elect to obtain Vision Care services from a designated provider, the following services are provided to you at no cost to you:

ONCE EVERY 12 MONTHS:

Eye Examination and Refraction

ONCE EVERY 12 MONTHS:

Frames

Clear lenses

If you select any other lens preparation or select a more expensive frame that is allowed under this program, the cost difference is by agreement between you and the provider.

If you elect to obtain services from a provider of your choice, the Plan will reimburse you as stipulated in ARTICLE 23 – Section D.

Contact lens purchase may be substituted for all of the above services. This plan will reimburse you the amount of your expense up to the amounts set forth in ARTICLE 23 – Section D.

Medical Contacts

Cosmetic Contacts

Medical contacts are those that are prescribed by a physician for the following conditions:

1. Following cataract surgery to correct extreme visual acuity problems that cannot be corrected with spectacle lenses.
2. Certain conditions of Anisometropia

APPENDIX B

DENTAL BENEFITS

City of Ventnor (Police)
Group #3345-0001
Delta Dental Premier

| | |
|---|---------|
| <u>Preventive & Diagnostic</u> | 100% |
| <ul style="list-style-type: none">• Exams, Cleanings & Bitewing X-rays (each twice in a consecutive 12 month period)• Fluoride Treatment (unlimited, children to age 19) | |
| <u>Remaining Basic</u> | 100% |
| <ul style="list-style-type: none">• Fillings, Extractions | |
| <ul style="list-style-type: none">• Endodontics (root canal)• Periodontics, Oral Surgery• Sealants | 80% |
| <u>Crowns</u> | 80% |
| <ul style="list-style-type: none">• Crowns, Gold Restorations | |
| <u>Prosthodontics</u> | 50% |
| <ul style="list-style-type: none">• Bridgework• Full & Partial Dentures | |
| <u>Calendar Year Maximum (per patient) Effective January 1, 2013</u> | \$1,200 |
| <u>Calendar Year Maximum (per patient) Effective January 1, 2014</u> | \$1,500 |
| <u>Orthodontic Benefits (child only)</u> | 50% |
| <ul style="list-style-type: none">• Lifetime Maximum (per patient) | \$1,500 |

Over 145,000 participating dental offices nationwide participate with the national Delta Dental system, although you may choose any fully licensed dentist to render necessary services. Participating dentists will be paid directly by Delta Dental to the extent that services are covered by the contract. Non-participating dentists will bill the patient directly, and Delta Dental will make payment directly to the subscriber. **Maximum benefit may be derived by utilizing the service of a participating dentist.**

Visit your own dentist. If you do not have a dentist, there is a directory available with your plan administrator listing participating dentists. You may call **1-800-DELTA-OK** and a list of participating dentists located in your area will be mailed directly to your home or you may access our Website at www.deltadentalnj.com.

During your FIRST appointment, tell your dentist that you are covered under this program. Give him/her your Group's name, its Delta Dental Group Number and your Social Security number. Your dependents, if covered, should give YOUR SOCIAL SECURITY NUMBER.

If you have any questions regarding your Delta Dental Premier benefits, you may contact our Customer Service Department Monday through Thursday, 8:00 a.m. to 6:30 p.m. EST and Friday, 8:00 a.m. to 5:00 p.m. EST, at 1-800-452-9310.

This overview contains a general description of your dental care program for your uses as a convenient reference. Complete details of your program appear in the group contract between your plan sponsor and Delta Dental of New Jersey, Inc. which governs the benefits and operation of your program. The group contract would control if there should be any inconsistency or difference between its provisions and the information in this overview.

APPENDIX C

HOSPITALIZATION INSURANCE

Co-Pay \$15.00 for the following;

Physician Office Visits
X-Ray/Lab Services, Outpatient
Home Health Care
Physical Therapy
O/P Mental & Nervous Care (yearly and life costs unlimited)
Chiropractic

Chiropractic Benefits: extended plan of treatment must be pre-certified by Plan Administrator following initial visit. Non-Compliance treated as out of network.

Hospitalization Co-Pay \$35.00