

AGREEMENT

By and Between

CITY OF WILDWOOD

A Municipal Corporation of
The State of New Jersey

And

**CAPE MAY COUNTY LODGE NO. 7
FRATERNAL ORDER OF POLICE**

JANUARY 1, 2012 THROUGH DECEMBER 31, 2014

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 ORIGINAL

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	PREAMBLE	4
ARTICLE I	RECOGNITION	5
ARTICLE II	MANAGEMENT RIGHTS	6
ARTICLE III	GRIEVANCE PROCEDURE	7
ARTICLE IV	LODGE REPRESENTATIVES	11
ARTICLE V	DEDUCTIONS FROM SALARY	13
ARTICLE VI	NO STRIKE PLEDGE	15
ARTICLE VII	VACATIONS	17
ARTICLE VIII	HOLIDAYS	18
ARTICLE IX	SICK LEAVE and BEREAVEMENT LEAVE	19
ARTICLE X	HEALTH AND WELFARE INSURANCE	23
ARTICLE XI	CLOTHING ALLOWANCE	29
ARTICLE XII	MILITARY LEAVE	31
ARTICLE XIII	EQUIPMENT	32
ARTICLE XIV	LEAVE OF ABSENCE	33
ARTICLE XV	RETIREMENT	34
ARTICLE XVI	NEW EMPLOYEE PROBATIONARY PERIOD	35
ARTICLE XVII	SAVINGS BOND PAYROLL DEDUCTION	36
ARTICLE XVIII	LONGEVITY	37
ARTICLE XIX	SALARIES AND WAGES	39
ARTICLE XX	WORK HOURS AND OVERTIME	42

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
ARTICLE XXI	MISCELLANEOUS	45
ARTICLE XXII	FULLY BARGAINED AND SEPARABILITY PROVISIONS	49
ARTICLE XXIII	ITEM FOR DISCUSSION – ACCUMULATED TIME DISPOSITION	50
ARTICLE XXIV	TERM AND RENEWAL	51
	SCHEDULE A Equipment List	52
	SCHEDULE B Bike Officer Equipment List	53
	ADDENDUM H W.P.D. Compensatory Hours Report as of 05-13-2011	54

PREAMBLE

THIS AGREEMENT, dated 27 day of MAY, 2011 by and between the CITY OF WILDWOOD, in the County of Cape May, New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter called "CITY", and the CAPE MAY COUNTY LODGE #7, FRATERNAL ORDER OF POLICE / NJFOP Labor Council hereinafter called the "LODGE", represents the complete and final understanding on all bargainable issues between the City and the Lodge.

ARTICLE I

Recognition

A. The City hereby recognizes Cape May County Lodge #7, Fraternal Order of Police / NJFOP Labor Council as the exclusive collective negotiations agent for all Lieutenants, Sergeants, and Police Officers (Patrolmen) in the City of Wildwood Police Department.

B. The title of Police Officer shall be defined to include the plural as well as the singular, including males and females, and the phrases "Policemen" and Policewomen".

C. For officers hired after the effective date of this Agreement, all references in this Agreement to "years of service" refer to continuous and uninterrupted service as a police officer with the City of Wildwood.

ARTICLE II

MANAGEMENT RIGHTS

A. The 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 of America, including, but without limiting the generality of the forgoing, the following rights:

1. To the executive management and administrative control of the City government and its properties and facilities and the activities of its employees.

2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.

3. To take any permissible disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof, and then only in the event they are in conformance with the Constitution and Laws of the State of New Jersey and the United States of America.

C. The failure to exercise any of the foregoing rights, or any other management rights, shall not be deemed to be a waiver thereof.

ARTICLE III

GRIEVANCE PROCEDURE

A. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, a solution to problems which may arise affecting the terms and conditions of this Agreement and to resolve such grievances as soon as possible so as to assure efficiency and promote employee morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss that matter informally with the Chief of the Department and having the grievance adjusted without the intervention of the Lodge.

B. DEFINITION

The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and any action taken by the City directly affecting the Lodge or any member thereof. Grievances related to minor disciplinary action shall be grievable and arbitrable.

GRIEVANCE PROCEDURE – Continued

C. GRIEVANCE PROCEDURE

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

STEP ONE:

An aggrieved employee shall institute action under the provisions hereof within five (5) calendar days of the occurrence of the grievance and an earnest effort shall be made to resolve the difference informally between the aggrieved employee and the employee's Shift Commander or Captain (in case of a grievance by a Captain, the grievance shall immediately go to Step 2). Failure to act within the said five (5) calendar days shall be deemed to constitute abandonment of the grievance.

STEP TWO:

(a) In the event the grievance is not settled through Step One, the same shall be reduced to writing by the grievant or the Lodge on behalf of the grievant and filed with the Chief of Police within five (5) days following the determination of the grievant's supervisor or Captain.

(b) The Chief of Police shall render a decision in writing within five (5) days from the receipt of the grievance.

STEP THREE:

(a) In the event the grievance has not been resolved through Step Two, then within five (5) days following the determination of the Chief of Police, the matter may be referred to the Director of Public Safety.

GRIEVANCE PROCEDURE – continued

(b) The Director of Public Safety shall review the matter and render a decision with ten (10) days from the receipt of the grievance.

STEP FOUR:

(a) If the grievance is not settled through Steps One, Two and Three, either party may refer the matter to the New Jersey State Board of Mediation within ten (10) days after the determination of the Director of Public Safety. An arbitrator shall be selected pursuant to the Rules of the New Jersey State Board of Mediation.

(b) When the grievant's remedies fall within the jurisdiction of the New Jersey Department of Personnel, the grievance shall be canceled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until the expiration of at least thirty (30) calendar days after the decision rendered by the Director of Public Safety or designated representative on the grievance. When the grievant's remedies fall within the jurisdiction of the New Jersey Department of Personnel, the arbitration hearing, if any, shall be canceled and the filing fees and expenses incurred thereby shall be paid by the grievant or the Lodge.

(c) The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him surrounding 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 unless both parties agree in advance to it.

GRIEVANCE PROCEDURE – continued

(d) The costs for the services of the Arbitrator shall be borne equally between the City and the Lodge. Any other expenses including, but not limited to, the presentations of witnesses, shall be paid by the party incurring same.

(e) The decision of the Arbitrator shall be final and binding upon the parties.

D. EMERGENCY

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

2. An emergency shall be invoked by the presentation to the President of the Lodge or the Director of Public Safety of a written memorandum, deliver in person or by registered mail, setting forth in detail the nature of the grievance and declaring said grievance to be an emergency. Such procedure shall not be invoked frivolously by either party.

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

ARTICLE IV

LODGE REPRESENTATIVES

A. The City agrees to grant time off, not to exceed one (1) week, to any employee designated by the Lodge or the Fraternal Order of Police (FOP) Cape May County Local, to attend Lodge #7, or FOP; State and International meetings or conventions, provided seventy-two (72) hours written notice is given to the Chief of the Department by the organization. No more than five (5) employees shall be granted time off at any one time.

B. Accredited representatives of the Lodge may enter the City facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. When the Lodge decides to have its representative enter the City facilities or premises, it will request such permission from the Director of Public Safety and such permission will not be unreasonably withheld, provided there should be no interference with the normal operations of the business of City government or the normal duties of employees.

C. One (1) Lodge representative and one (1) assistant Lodge representative may be appointed to represent the Lodge in grievances with the City.

LODGE REPRESENTATIVES – Continued

D. During collective negotiations, authorized representative, not to exceed four (4), shall be excused from their normal work duties to participate in collective negotiation sessions that are reasonable and necessary and shall suffer no loss of regular pay.

E. FOP members shall be permitted to use the Wildwood Police Department's electronic E-mail in inter-departmental mail system during such times that do not interfere with City business.

Usage shall be limited to FOP Lodge business and to reasonable time constraints.

ARTICLE V

DEDUCTIONS FROM SALARY

A. The City shall deduct from the salaries of its employees who are members of the Lodge, subject to this Agreement, Lodge dues. Such deductions shall be made in compliance with Chapter 310 of the Public Laws of 1967, N.J.S.A. 52:14-15.9e, as amended. Said monies, together with records of any corrections, shall be transmitted to the records of any corrections, shall be transmitted to the Lodge office by the fifteenth of each month following the monthly pay period in which deductions were made.

B. The City shall deduct from the salaries of all permanent and provisional employees, subject to this Agreement, who are not Lodge members, a representation fee in lieu of dues for services rendered by the Lodge, in an amount equal to 85% of the Lodge's regular membership dues to the extent permitted by law; to the extent provided and limited pursuant to Chapter 310 of the Public Laws of 1967, N.J.S.A. 52:14-15.9e; and to the extent that any assessment is imposed upon its local membership, the Lodge may assess those non-lodge members identified in this Paragraph B to a maximum of 85% of any assessment; provided, however, that said assessment and the proceeds thereof shall be used solely and exclusively for legal costs and dues.

C. The deductions referenced in Section A and B herein above, together with detailed records relating thereto, shall be transmitted to the Lodge Office by the fifteenth day of each month following the monthly pay period in which said deductions were made.

DEDUCTIONS FROM SALARY - Continued

D. The Lodge shall indemnify and hold harmless, including legal fees, the City from and on account of any and all claims by a City employee or any third party for the improper deduction of such dues or fees which improper deduction was not occasioned by negligence of the City.

E. If during the life of this Agreement there shall be any change in the rate of membership dues, the Lodge shall furnish to the City written notice prior to the effective date of such change, and shall furnish to the City new authorizations from its members showing the authorized deduction for each employee.

F. The Lodge will provide the necessary "check-off authorization" forms and deliver the signed forms to the City Treasurer. The Lodge shall indemnify, defend and shall save the City harmless against any and all claims, demands, suits or other form of liability that may arise out of or by reason of action taken by the City in reliance upon salary deduction authorization cards submitted by the Lodge to the City.

ARTICLE VI

NO STRIKE PLEDGE

A. The Lodge covenants and agrees that during the term of this Agreement, neither the Lodge nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout, or other job action against the City. The Lodge agrees that such action would constitute a material breach of this Agreement. Nothing contained herein shall be construed to abridge or deny any constitutional right of the Lodge or any member thereof.

B. In the event of a strike, slowdown or walkout, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for disciplinary action, including termination of employment of such employee or employees, subject however, to the application of the Grievance Procedure contained in Article III.

C. The Lodge will actively discourage, and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout, or other job action against the City.

NO STRIKE PLEDGE - Continued

D. Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Lodge or its members.

ARTICLE VII

VACATIONS

A. All employees shall earn annual vacation leave with pay at the rate of:

One (1) working day of vacation for each month of service during the remainder of the calendar year following the date of appointment;

Fourteen (14) working days vacation thereafter for every year up to and including ten (10) years of service;

Twenty-one (21) working days vacation after the completion of ten (10) years of service and up to and including fifteen (15) years of service;

Twenty-eight (28) working days vacation after the completion of fifteen (15) years and up to and including twenty (20) years of service;

Thirty (30) working days vacation after the completion of twenty (20) years of services;

B. Vacations shall be scheduled within each squad on a seniority basis upon recommendation of the Squad Commander to the Operations Officers and subject to final approval of the Chief of Police who may deny vacation time if in his opinion the squad or operation will be inadequately staffed.

C. Said vacations shall be taken at such times as shall be in the sole and exclusive discretion of management.

ARTICLE VIII

HOLIDAYS

A. The following holiday days shall be recognized:

New Years Day	Independence Day
Martin Luther King's Birthday	Labor Day
Lincoln's Birthday	Columbus Day
President's Day	Veteran's Day
Good Friday	General Election Day
Easter Sunday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Primary Election Day	Christmas Day

B. When the City of Wildwood declares a special holiday for all other employees, such holidays shall be granted to employees of the Police Department who are working on such holiday on the same basis of those set forth in "A" above.

C. Employees scheduled to work on the holidays noted herein shall be compensated on the basis of a day paid at straight time for the holiday worked. In addition, each said employee shall receive four (4) hours of compensatory time for each full shift worked during said holiday. Accrual is subject to Article XX(c)(4)(a).

D. On an annual basis, the City will purchase up to nine (9) accumulated holidays from each eligible member of the bargaining unit, at the member's option, and may purchase additional holidays to the extent that budgeted funds are available for buy back purposes. The City shall establish a single date for submission of such requests and any purchase by the City beyond the initial nine (9) days shall be allocated equally based upon funding available.

ARTICLE IX

SICK LEAVE

A. Service Credit for Sick Leave

1. All permanent employees or full time provisional employees shall be entitled to sick leave with pay based upon their aggregate years of service.

2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be utilized for short periods because of death in the employee's immediate family as defined in Civil Service Regulations.

A. If an employee exhausts all of his/her sick leave, another employee may donate, on case by case basis, up to three sick days total per officer, per calendar year to be utilized by the employee having no sick leave remaining. An employee's decision to donate sick days shall in no way affect his/her right to sell back sick days under the provisions of Section E of this article.

B. When an employee donates time, the dollar value of the employee's donated time shall go into a money pool.

C. The designated recipient of the pool shall utilize that time at the dollar value for which the recipient is compensated in his or her daily rate.

3. If an employee in the line of duty is incapacitated and unable to work because of an injury, he shall be entitled to injury leave with full pay during the period in which he is unable to perform his duties, as certified by the City's physician, but not exceeding one year. Such payments shall be discontinued when an employee is placed on disability leave or pension.

SICK LEAVE - Continued

B. Amount of Sick Leave

1. The minimum sick leave with pay shall accrue to any full time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) working days in every calendar year thereafter.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

3. Employees shall be reimbursed for accrued sick leave in accordance with the provisions of Ordinance #1010 (as attached) of the City of Wildwood.

C. Reporting of Absence on Sick Leave

If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified prior to the employee's starting time.

(a) Failure to so notify his superior may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.

(b) Absence without notice for five (5) consecutive days shall constitute a resignation.

SICK LEAVE – Continued

D. Verification of Sick Leave

1. An employee who shall be absent on sick leave for four (4) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. The City may require proof of illness of an employee on sick leave. Abuse of sick leave shall be cause for disciplinary action.

2. In case of leave of absence due to exposure to contagious disease a certificate from the Department of Health shall be required.

3. The City may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the City, by a physician designated by the City. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

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

1. Any Fifth Year or higher level employee covered by this Agreement shall have the right to request and the City shall pay the employee, compensation based on the following schedule of sick leave use in a calendar year, which compensation shall reduce the amount of sick days to the employee's credit an equal amount.

Use of less than 3 days	-	Maximum of 8 days
Use of 3-5 days (inclusive)	-	Maximum of 5 days

2. For each of said days the employee shall be paid at the same rate as the employee's per diem compensation for each day of which such compensations is sought.

SICK LEAVE - Continued

3. Each employee requesting such compensation shall provide the City with notice in the same manner as the present contract requirement for the payment of accrued terminal sick leave benefits and said employees shall be paid in the same manner (subsequent year) at the option of the City.

4. In the event of the death of a member prior to retirement, said member's estate shall be compensated for any unused vacation days, holidays and overtime accrued by the member. Said estate shall also be compensated for the members' accumulated sick time per ordinance 1010.

F. Bereavement Leave

1. In the case of death in the immediate family, an employee shall be granted leave from the day of death up to and including the day of funeral, to a maximum of five (5) calendar days per occurrence.

a. An additional leave day for travel shall be granted if funeral services and/or burial is held out of state.

2. Immediate family shall be defined as the employee's spouse, child, step-child, father, stepfather, mother, stepmother, brother, stepbrother, sister, stepsister, father-in-law and mother-in-law.

3. In the case of death of a grandparent, grandparent-in-law, grandchild, brother-in-law, sister-in-law, aunt, uncle, nephew or niece an employee shall be granted leave to a maximum of two (2) days only for the specific purpose of permitting said employee to attend the funeral or the aforementioned relative.

4. Reasonable verification of the event may be required by the City.

a. An additional leave day for travels shall be granted if funeral services and/or burial is held out of state.

ARTICLE X

HEALTH AND WELFARE INSURANCE

A. The City shall provide enrollment in health insurance policies that provide benefits and procedures as noted below for all permanent and provisional employees who have been on the payroll for two (2) full months, at the beginning of the third (3rd) month of employment.

B. Benefits covered under this program include:

1. Those benefits provided by Blue Cross/Blue Shield State Plan provided by the City of Wildwood to its employees offered as of the date of this Agreement for hospitalization, medical, laboratory services and major medical benefits or identical or substantially similar coverage.
2. Identical or substantially similar coverage and administration as that provided by New Jersey State Health Benefits Program (NJSHBP) and applicable prescription co-pays as set by said NJSHBP. The prescription plan co-pays shall be subject to change to reflect the NJSHBP prescription co-pays. The employee / retiree agrees to be responsible for payment of said co-pays as set by the NJSHBP.

Delta Dental Plan of New Jersey, Inc. Effective January 1, 1994, periodontic coverage will be added. Effective January 1, 2005, orthodontic coverage for children will be added, with a standard fifty (50%) percent benefit level and maximum one-thousand Five hundred dollar (\$1,500.) payment per procedure.

Health Service Incorporated (HIS – Blue Cross-Blue Shield) Free Standing Vision Plan.

HEALTH AND WELFARE INSURANCE – Continued

C. The City shall maintain false arrest insurance (with no less coverage than presently in effect), provided, however, that such coverage is provided by an insurance carrier licensed to do business in the State of New Jersey. In the event such coverage is reduced or eliminated because of the inability of the City to procure the same, then and in that event, the City shall provide the Lodge with a copy of notice of reduction or cancellation from the insurance carrier within ten (10) days of receipt thereof by the City.

D. The City agrees to continue deducting employee contributions only to a Post Retirement Trust Fund if the Lodge requests same in writing.

E. Health Insurance for Retirees

(1) Retires with twenty-five (25) or more years of service as regular full-time police officers with the City of Wildwood who retired effective prior to January 1, 1993, shall receive an annual payment in accordance with the Collective Bargaining Agreement in effect at the time of their retirement, towards the cost of health insurance (hospitalization and/or major medical, vision, dental and prescription) coverage.

(2) Retires with twenty-five (25) or more years of service as regular full-time police officers with the City of Wildwood who retired effective on January 1, 1993, but before January 1, 1994, shall receive an annual payment of two thousand and fifty (\$2,050) dollars toward the cost of health insurance (hospitalization and/or major medical, vision, dental and prescription) coverage.

HEALTH AND WELFARE INSURANCE – Continued

(3) Retirees with twenty-five (25) or more years of service as regular full-time police officers with the City of Wildwood who retire effective on January 1, 1994, but before January 1, 1995, shall receive an annual payment of two thousand two hundred fifty (\$2,250) dollars toward the cost of health insurance (hospitalization and/or major medical, vision, dental and prescription) coverage.

(4) Retirees with twenty-five (25) or more years of service as regular full-time police officers with the City of Wildwood who retire effective on January 1, 1995 shall receive an annual payment of two thousand five hundred (\$2,500) dollars towards the cost of health insurance (hospitalization and/or major medical, vision, dental and prescription) coverage.

(5) The annual payments set forth above shall not increase, but shall remain constant and shall be fixed throughout the term of this Agreement depending solely upon the year in which the employee retired.

(6) Such coverage is limited to retirees who are not covered by other health insurance plans.

(7) The coverage shall not extend beyond attaining the age of 65.

(8) The City may require proof of payment of premiums by the retiree, or other acceptable proof of coverage, at its option.

(9) Effective January 1, 1996 all retirees with twenty-five (25) or more years of service as regular full-time police officers with the City of Wildwood shall receive one hundred (100%) percent of the cost of health insurance (hospitalization and/or major medical, vision, dental and prescription coverage) during their first year of retirement.

HEALTH AND WELFARE INSURANCE – Continued

However, in the event that up to five years of such service were rendered as a regular full-time police officer in another municipality in the State of New Jersey, or as a regular full-time sheriff's officer or regular full-time state prison guard with the State of New Jersey, or in documented full-time military service, the City will, nevertheless, provide the benefits set forth above provided that the retiree has at least 20 years of service as a regular full-time police officer with the City of Wildwood. In the event that premium(s) increase in the years subsequent to retirement, the employee and City shall each pay fifty (50%) percent of said increase, if any, over and above the rate (base) that the City paid for the employee's Health Insurance during the year of his/her retirement.

This payment scheme shall continue for every year that a premium increase occurs. It is agreed that the premium charged during the employee's first year of retirement shall serve as the base year from which all future increases shall be calculated and the increases over the base year shall be split 50/50 by the City and the employee.

In the event that the base year premium includes coverage for children who subsequently become emancipated then the base year figure shall be reduced for the year immediately subsequent to the emancipation to the premium figure which would have been charged during the base year to insure the individuals who shall remain insured.

A similar formula shall be employed for family members who become deceased or the employee's spouse in the event of a divorce.

If a retiree adopts or has a child(ren) subsequent to retirement, then the retiree shall be responsible for 100% of the premium and all increases relative to such child or children. Coverage shall terminate when employee becomes eligible for Medicare or upon death of employee.

HEALTH AND WELFARE INSURANCE – Continued

(10) For Employees retiring on or after June 01, 2010, and pursuant to N.J.S.A. 40A:10-23, the City hereby agrees to pay 100% of the cost of healthcare coverage (hospitalization and/or major medical, vision, dental and prescription coverage) premiums for Officers and their respective dependents retiring on or after June 1, 2010, who

- (a) have retired on a disability pension; or
- (b) who have retired after 25 years or more of service credit in a State or locally administered retirement system and with a period of service of 15 years or more in the aggregate with the City of Wildwood at the time of retirement; or
- (c) who have retired with 25 years or more of service credit in a State or locally administered retirement system, with a period of service of 15 years or more in the aggregate with the City of Wildwood at the time of retirement, and becomes covered by Medicare.

However, said retiree shall be required to pay, via a procedure to be determined by the City, one and one-half percent (1.5 %) of their total annual pension wage to the City for health insurance contribution and no other provision of this Article shall be applicable to these employees/retirees. Should the State of New Jersey enact legislation that mandates health benefit contributions by retirees, the above contribution shall be the maximum contribution paid by employees covered by this contract, unless contrary to state law.”

Said coverage shall terminate when the employee becomes covered by Medicare or upon death of the employee.

(11) The City shall provide at its own cost and expense health insurance (hospitalization, and/or major medical, vision, dental and prescription) coverage for an officer permanently injured in the line of duty and caused to retire from the force, irrespective of years of service, as a result of such injury. Coverage shall include the officer and his/her dependents. Coverage shall terminate when employee becomes eligible for Medicare or upon death of employee.

HEALTH AND WELFARE INSURANCE – Continued

The determination of permanent injury shall be subject to medical examination by the City's physician and a physician of the officer's choice. In the event that the two physicians do not concur, a third physician, mutually selected by the two physicians, shall make the determination on permanent disability and his/her decision shall be final and binding.

ARTICLE XI

CLOTHING ALLOWANCE

A. The clothing list, Schedule A, shall describe all clothing and equipment that an officer must have: Bike Officers shall receive uniforms and equipment listed in Schedule B in addition to those items listed in Schedule A. All items will be provided, replaced and maintained by the City.

1. If clothing or equipment requires replacement due to normal wear and tear or incidents that are job related, the officer shall submit a replacement request, in writing, to his/her immediate supervisor. Items lost or damaged through employee negligence as determined by the Chief will be at the employee's expense.

2. The City shall replace said items within thirty (30) working days after receipt of the request.

3. In the event that the City does not replace the clothing or equipment item(s) within the time frame designated, the officer shall have the right to purchase said item(s) at the vendor designated by the City.

4. The City shall reimburse the officer for item(s) purchased under this provision no later than two (2) pay periods subsequent to submission of receipt(s) for purchase.

B. The City shall reimburse each Detective serving in the Detective Bureau for clothing purchases used for their employment up to \$1,200.00 per year. In accordance with standards set by the Department, Detectives shall receive reimbursement based upon \$100.00 per month for each month they work in the Detective bureau, payable semi-annually in June and December upon

CLOTHING ALLOWANCE - Continued

Timely submission of a voucher and receipts for the items purchased. For individuals serving less than a full month, they shall receive reimbursement based upon \$30 for the month served. Any reasonable item constituting part of the police uniform shall be considered part of the clothing allowance.

C. Any defective personal firearm which was provided by the City shall be replaced immediately by the Chief of Police or his designee.

D. Eye glasses and watches destroyed or damaged in the line of duty shall be replaced by the City provided reasonable costs therefore are mutually agreed to a maximum of \$100.00.

E. The City shall provide suitable foul weather gear for all members of the unit.

F. All standard clothing and equipment required by the Academy shall be supplied by the City with regard to new employees attending the same.

ARTICLE XII

MILITARY LEAVE

A. Any employee called into the Armed Forces of the United States during national emergency shall receive the protection of all applicable laws.

B. Employees who are called into service by units of the National Guard or Reserve units shall receive time off with pay for two weeks of required annual field training only.

ARTICLE XIII

EQUIPMENT

- A. Newly acquired patrol cars will contain accouterments so that vehicles are properly equipped as police cars and shall also include AM radios and air conditioning.
- B. Shotguns shall be provided and housed at the Police Station or police car(s). Access to and use of said shotguns shall be limited to officers certified by the Chief of Police in accordance with the standards set by the New Jersey Police Training Commission as qualified to use shotguns. Certifications of officers shall be based on specialized training and mandated qualifications.
- C. Patrol cars and equipment shall be properly and promptly repaired and maintained, budget considerations permitting.
- D. All patrol cars will have properly calibrated speedometers.

ARTICLE XIV

LEAVE OF ABSENCE

A. Leave of Absence without pay may be granted for good cause to any employees for a period of six (6) months. Such leave shall be granted at the sole discretion of the Director of Public Safety after recommendation from the Chief of Police. The leave may be extended for an additional six (6) months.

ARTICLE XV

RETIREMENT

Employees shall retain all pension rights under New Jersey Law and the Ordinances of the City of Wildwood.

ARTICLE XVI

NEW EMPLOYEE PROBATIONARY PERIOD

A. Newly hired employees shall serve a probationary period in accordance with N.J.S.A. 11A:4-15 and "appropriate regulations".

B. Any employee who is assigned to attend a basic police academy shall receive an annual salary as outlined in the negotiated salary guides in Article XIX.

ARTICLE XVII

SAVINGS BOND PAYROLL DEDUCTION

Upon written authorization, the City shall deduct appropriate amounts so specified by an employee from his paycheck to be used in the purchasing of savings bonds for said employee.

ARTICLE XVIII

LONGEVITY

A. The following schedule shall be utilized for officers hired prior to December 31, 2004 based on the employee's length of continuous and interrupted service with the City shall be continued during the life of this Agreement:

1. Five (5) years of service -- 2% longevity pay based upon employee's base salary.
(At the beginning of the fifth year of service)
2. Ten (10) years of service -- 4%
(At the beginning of the tenth year of service)
3. Thirteen (13) years of service -- 6%
(At the beginning of the thirteenth year of service)
4. Sixteen (16) years of service -- 8%
(At the beginning of the sixteenth year of service)
5. Nineteen (19) years of service -- 10%
(At the beginning of the nineteenth year of service)
6. Twenty-two (22) years of service -- 12%
(At the beginning of the twenty-second year of service)
7. Twenty-five (25) years of service -- 14%
(At the beginning of the twenty-fifth year of service)

A1. The following schedule shall be utilized for officers hired subsequent to January 1, 2005 based on the employee's length of continuous and interrupted service with the City shall be continued during the life of this Agreement:

1. Five (5) years of service -- 2% longevity pay based upon employee's base salary.
(At the beginning of the fifth anniversary of the Permanent Police Appointment Date)
2. Ten (10) years of service -- 4%
(At the beginning of the tenth anniversary of the Permanent Police Appointment Date)
3. Thirteen (13) years of service -- 6%
(At the beginning of the thirteenth anniversary of the Permanent Police Appointment Date)
4. Sixteen (16) years of service -- 8%
(At the beginning of the sixteenth anniversary of the Permanent Police Appointment Date)
5. Nineteen (19) years of service -- 10%
(At the beginning of the nineteenth anniversary of the Permanent Police Appointment Date)

LONGEVITY – Continued

6. Twenty-two (22) years of service – 12%
(At the beginning of the twenty-second anniversary of the Permanent Police Appointment Date)
7. Twenty-five (25) years of service – 14%
(At the beginning of the twenty-fifth anniversary of the Permanent Police Appointment Date)

A2. The following schedule shall be utilized for officers hired subsequent to January 1, 2012 based on the employee's length of continuous and interrupted service with the City shall be continued during the life of this Agreement:

- 1 Thirteen (13) years of service – 6%
(At the beginning of the thirteenth anniversary of the Permanent Police Appointment Date)
- 2 Sixteen (16) years of service – 8%
(At the beginning of the sixteenth anniversary of the Permanent Police Appointment Date)
- 3 Nineteen (19) years of service – 10%
(At the beginning of the nineteenth anniversary of the Permanent Police Appointment Date)
- 4 Twenty-two (22) years of service – 12%
(At the beginning of the twenty-second anniversary of the Permanent Police Appointment Date)
- 5 Twenty-five (25) years of service – 14%
(At the beginning of the twenty-fifth anniversary of the Permanent Police Appointment Date)

ARTICLE XIX

SALARIES AND WAGES

A. All employees shall advance in their respective steps for the term of this contract.

Employees shall advance on steps each subsequent year of the contract if not at maximum level, however, patrol officers in the maximum step shall continue to receive that rate of pay unless said employee qualifies for promotion to the next level and a promotion actually occurs. The salary guide shall be increased as follows:

January 1, 2012 + 3% to top step.

July 01, 2012, add step #8 with \$2,000.00 increase.

January 1, 2013 + 3% to top step.

July 01, 2013, add step #9 with \$2,000.00 increase.

January 1, 2014 + 3% to top step.

B.

Effective January 1, 2012 for current employees hired prior to 01-01-12

1 st Yr. Patrol Officer	\$40,007.00
2 nd Yr. Patrol Officer	\$47,322.00
3 rd Yr. Patrol Officer	\$54,642.00
4 th Yr. Patrol Officer	\$61,960.00
5 th Yr. Patrol Officer	\$69,280.00
6 th Yr. Patrol Officer	\$71,360.00
7 th Yr. Patrol Officer	\$75,560.00
+ \$2,000. step to be added 07-01-2012	
8 th Yr. Officer 07-01-2012	\$77,560.00

Officers Hired after January 01, 2012

IN ACADEMY PAY	\$20,000.00
1 st Yr. Patrol Officer	\$25,000.00
2 nd Yr. Patrol Officer	\$30,000.00
3 rd Yr. Patrol Officer	\$37,000.00
4 th Yr. Patrol Officer	\$44,000.00
5 th Yr. Patrol Officer	\$50,000.00
6 th Yr. Patrol Officer	\$56,000.00
7 th Yr. Patrol Officer	\$63,000.00
8 th Yr. Patrol Officer	\$71,000.00

Sergeant (+8.5%)

Lieutenant (+8.5%)

SALARY - Continued

Effective January 1, 2013 for current employees hired prior to 01-01-12

1 st Yr. Patrol Officer	\$40,007.00
2 nd Yr. Patrol Officer	\$47,322.00
3 rd Yr. Patrol Officer	\$54,642.00
4 th Yr. Patrol Officer	\$61,960.00
5 th Yr. Patrol Officer	\$69,280.00
6 th Yr. Patrol Officer	\$71,360.00
7 th Yr. Patrol Officer	\$75,560.00
8 th Yr. Patrol Officer	\$79,887.00
+ \$2,000. step to be added 07-01-2013	
9 th Yr. Officer 07-01-2013	\$81,887.00

Sergeant (+8.5%)

Lieutenant (+8.5%)

Officers Hired after January 01, 2012

IN ACADEMY PAY	\$20,000.00
1 st Yr. Patrol Officer	\$25,000.00
2 nd Yr. Patrol Officer	\$30,000.00
3 rd Yr. Patrol Officer	\$37,000.00
4 th Yr. Patrol Officer	\$44,000.00
5 th Yr. Patrol Officer	\$50,000.00
6 th Yr. Patrol Officer	\$56,000.00
7 th Yr. Patrol Officer	\$63,000.00
8 th Yr. Patrol Officer	\$71,000.00
9 th Yr. Patrol Officer	\$79,887.00

Effective January 1, 2014 for current employees hired prior to 01-01-12

1 st Yr. Patrol Officer	\$40,007.00
2 nd Yr. Patrol Officer	\$47,322.00
3 rd Yr. Patrol Officer	\$54,642.00
4 th Yr. Patrol Officer	\$61,960.00
5 th Yr. Patrol Officer	\$69,280.00
6 th Yr. Patrol Officer	\$71,360.00
7 th Yr. Patrol Officer	\$75,560.00
8 th Yr. Patrol Officer	\$81,887.00
9 th Yr. Patrol Officer	\$84,344.00

Sergeant (+8.5%)

Lieutenant (+8.5%)

Officers Hired after January 01, 2012

IN ACADEMY PAY	\$20,000.00
1 st Yr. Patrol Officer	\$25,000.00
2 nd Yr. Patrol Officer	\$30,000.00
3 rd Yr. Patrol Officer	\$37,000.00
4 th Yr. Patrol Officer	\$44,000.00
5 th Yr. Patrol Officer	\$50,000.00
6 th Yr. Patrol Officer	\$56,000.00
7 th Yr. Patrol Officer	\$63,000.00
8 th Yr. Patrol Officer	\$71,000.00
9 th Yr. Patrol Officer	\$79,887.00
10 th Yr. Patrol Officer	\$84,344.00

SALARY AND WAGES - Continued

F. Each employee covered by the provisions hereof shall receive credit and move from that employee's current year salary level set forth above to the next year's level as follows:

1. Employees hired on or before June 30th of the year of hire shall receive a year's credit on the next January 1st.
2. Employees hired on July 1st or thereafter shall receive credit on the second January 1st following the date of his employment.
3. Employees hired on or after July 1, 2004, will advance to the second (and subsequent) step in the salary guide effective on the first anniversary of his/her date of Permanent Police Appointment with the City and that such Officer shall advance one additional step on the salary guide on each subsequent anniversary date until they reach maximum salary.

G. Payment of six hundred dollars (\$600) to Detectives for standby time shall be made in a single lump sum payment, payable in the first payroll in December of each year (prorated on the total amount of time served that year as a Detective).

H. Any employee hired on or after January 1, 2002 who is assigned to attend a basic police academy shall receive an annual salary of \$20,586.00. Upon graduation from the basic police academy, or at the end of six months, whichever comes first, the employee's annual salary shall comport with the salary for the first-year patrolman as set forth in the Salary Guide itemized in Article XIX.

1. Any employee hired who holds a New Jersey police training commission certification and who is not assigned to attend a police academy shall receive an annual salary for first year patrolman as outlined in Article XIX.

ARTICLE XX

WORK HOURS AND OVERTIME

A. The workweek shall consist of forty (40) hours. Should the City decide to alter the current schedule-format (absent an emergency), the City agrees to provide the Lodge a minimum of thirty (30) days notice of the change upon its members prior to the implementation of the change. Shifts shall be "steady" shifts, as assigned by the City.

B. Overtime work shall be compensated as follows:

Work in excess of forty (40) hours shall be compensated at time and one-half (1 ½) which compensation may be taken in dollars or compensatory time. Sick leave and holidays taken off shall not be computed toward the threshold of time and one-half (1 ½) pay in the workweek during which the days are taken.

C. Overtime for the purpose of this Section shall also include the following:

1. Attendance at school where attendance is required by the employer in order that the employee maintains his present employment position, with the exception of the Basic Police School required to be attended by all police officers within their first year of employment.

WORK HOURS AND OVERTIME - Continued

2. All court appearance time, excluding travel time.

- a. If an employee is required to appear in court and is not working his/her normal duty, he/she shall be paid at a time and one-half rate. Moreover, said employee shall be guaranteed a minimum of two (2) hours of time for such appearance.

3. Mandatory overtime shall be defined as any work assignment other than the regularly-scheduled shift, which an employee is ordered to perform and which he may not refuse to perform. Such work shall be paid at one and one-half (1 ½) times the employee's regular rate of pay.

4. Police Officers shall have the right to request in writing that overtime compensation be received by way of compensatory time. The City, in its sole discretion, subject to law, shall then have the option of reimbursing the employee for said overtime with cash or with compensatory time.

- a. Attached hereto as Addendum H is a list of the current compensatory time due to each employee on the police force as of the date that this memorandum is executed. The parties agree that any employee who has accumulated in excess of 480 hours of comp time as indicated on the attached Addendum H shall not receive or accrue any additional comp time; on the converse, any hours accumulated by such employee subsequent to the execution of this Memorandum of Agreement shall be paid in cash at the time earned. Those employees who have not accrued 480 hours of comp time as indicated on Addendum H shall be limited to a total of 480 hours. When such employees reach the 480 hour threshold any additional hours accumulated by such employees shall be paid in cash at the time earned.

WORK HOURS AND OVERTIME – Continued

5. The current practice of Uniformed Officers reporting to duty fifteen (15) minutes prior to the start of their tour shall be made a part to this Agreement. Officers shall report, ready for assignment, at the time for briefings and announcements. No extra compensation shall be paid for this time and it shall not count as work time.

6. Each officer on an eight (8) hour duty shift shall be entitled to breaks from work totaling one (1) hour. Unless otherwise specifically approved by the Officer's immediate supervisor, there shall be a half-hour meal break, and two (2) fifteen (15) minute "coffee breaks." Officers shall be subject to recall from these breaks and shall make their whereabouts known to their superior upon taking a break.

ARTICLE XXI

MISCELLANEOUS

A. The Chief of Police or the Training Officer upon receipt of notice availability of police training schools, shall post a notice advising all members of the availability of same.

B. The Police Department may grant the written request of any member of the Department to exchange hours, duties, or days off with another officer of equal rank, subject to rules and regulations established by the Department. Such requests will be granted on a uniform basis. Such requests shall not be unreasonably or arbitrarily denied.

C. Each employee shall have reasonable access to his personnel file, which access will be provided within forty-eight (48) working hours of submission of a written request therefore.

D. Each employee shall be made aware of any charges relating to him and shall have such rights to respond thereto as are provided at law or pursuant to this Contract.

E. Any suspension and/or loss of benefits levied upon an employee by the City must be in accordance with this Contract and such federal, state and local laws which pertain thereto.

MISCELLANEOUS - Continued

F. The City shall maintain a library in the Police room, which shall consist of the following:

1. Physician's Desk Reference Drug Book
2. N.J.S.A. Title 24 – Food & Drug
3. N.J.S.A. Title 2C – Administration
4. N.J.S.A. Title 39 – Motor Vehicle Law Enforcement
5. City of Wildwood Ordinance Book

G. Each employee shall be provided with a right to park his personal vehicle in an unallocated parking space in the parking lot adjacent to City Hall during the time an employee is on duty for such period of time that the City of Wildwood is the owner of said parking lots.

H. The City shall provide an area for Lodge members to furnish, at Lodge or its members expense, for physical training and conditioning. As part of this:

1. Individual members shall indemnify and protect the City, to the City's satisfaction, from any claims of injury or damage resulting from the use of the facility or its equipment.
2. The City and Lodge shall jointly develop rules and regulations governing their use of the facility to ensure employee safety and to eliminate risk. All users of said facility must abide by these rules.
3. At the City's request, the Lodge also agrees to enter into an agreement for City employees in the FMBA Local #50 to use the facility in exchange for agreed upon due consideration.

MISCELLANEOUS - Continued

I. The City shall provide legal defense as provided for under N.J.S.A. 40a:14-155 for an employee. Should acquittal or dismissal on such a charge take place, the City shall provide for the costs of expungement upon the approval of the City Solicitor as to Counsel and costs.

J. Employees will receive mileage reimbursement, when their personally owned vehicle is authorized for City business at a rate consistent with the rate set by the Internal Revenue Service of the United States.

K. Cellular telephones shall be paid for by the City and supplied to all regularly assigned Detectives.

L. The City shall maintain a list for promotions and hirings subject to Civil Service policies and regulations.

M. The City shall provide a car for an employee required to travel to an attorney's office in connection with civil matters relating to the employee's performance of his duties. If no such car is available, the employee will receive one and one-half (1-1/2) times his regular rate of pay.

N. The Lodge shall have the exclusive use of a bulletin board located in the Police Department Headquarters for the posting of notices relating to meetings and official business of the Lodge only. Only material authorized by the signature of the Lodge President, or alternate shall be permitted to be posted on said bulletin board. The City may have removed from the bulletin board any material which does not conform with the intent of the above provisions of this Paragraph.

MISCELLANEOUS - Continued

O. In-addition to salaries, police officers who have a Bachelor's or Associates Degree in a recognized area of police science or a field reasonably related thereto, from an accredited college, shall receive an annual payment of \$1,700 (Master's Degree), \$1,400 (Bachelor's Degree) or \$800 (Associate's Degree).

Said payment shall be made in the second pay in January. For police officers in their probationary year, the educational stipend shall be prorated for the number of months worked in their initial year.

Said payment shall be made in the second pay in January of the following year. This payment shall be made in addition to the payment of the stipend referenced above for the current year. Paid vacations, holidays, sick leave, time off for worker's compensation or compensatory time utilized shall count as time worked and not utilized for proration purposes.

P: Inclusion of language of the Special Law Enforcement Officer Act, NJSA 40A:14-146.8 et. seq., shall be incorporated into this agreement as if specifically set forth herein.

ARTICLE XXII

FULLY BARGAINED AND SEPARABILITY PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term 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 of the parties at the time they negotiated or signed this Agreement.

B. If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force.

ARTICLE XXIII

ITEM FOR DISCUSSION – ACCUMULATED TIME DISPOSITION

The parties agree to continue discussion on options (specifically a deferred compensations plan) for reducing the large amount of accumulated time that has been built up by Lodge members.

ARTICLE XXIV

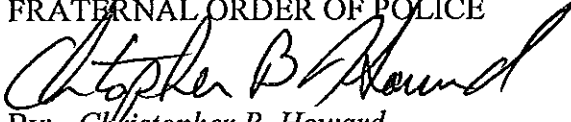
TERM AND RENEWAL


 ORIGINAL

This Agreement shall be in full force and effect as of January 1, 2011, and shall remain in effect up to and including December 31, 2014. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives, notice, in accordance with N.J.S.A. 34:13a et. seq. and N.J.A.C. Title 19 to negotiate a successor agreement. **IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals at Wildwood, New Jersey on this 27 day of May, 2011.


CAPE MAY COUNTY LODGE #7
FRATERNAL ORDER OF POLICE


CITY OF WILDWOOD
CAPE MAY COUNTY, NEW JERSEY



By: Christopher B. Howard
President Lodge #7


By: Anthony Leonetti
Commissioner of Public Safety

ATTEST


Andrew Granero
Lodge #7 Rep.


Chris Wood
City Clerk

 ORIGINAL

UNIFORM AND EQUIPMENT ISSUE

SCHEDULE A

- 1 – Hat Badge
- 2 – Badge #
- 2 – Shield
- 1 – Belt
- 4 – Keepers
- 1 – Hat
- 2 – Shirt/Summer
- 2 – Shirt/Winter
- 2 – Trousers
- 1 – All Season Jacket
- 1 – Expandable asp
- 1 – Pair footwear (shoe or boot)
- 1 – Pr. Rain Boots
- 1 – Rain Coat
- 1 – Hat Cover
- 1 – Body Armor
- 1 – Helmet
- 1 – Gas Mask
- 1 – Gear Bag
- 1 – Tie
- 1 – Tie Tac
- 2 – Name Tag
- 1 – Handcuffs
- 1 – Cuff Key
- 1 – Cuff Case
- 1 – Radio
- 1 – Collar Mike
- 1 – Charger
- 1 – Service Firearm
- 3 – Magazines
- 1 – Magazine Case

BIKE OFFICERS' UNIFORM AND EQUIPMENT ISSUE

SCHEDULE B

- 1 – Bicycle Helmet
- 3 – Polo Shirt (Jerzees)
- 3 – Gortex Long Bike Pants (Olympic)
- 3 – Gortex Short Bike Pants (Olympic)
- 1 – Ultrex Winter Jacket (Olympic)
- 1 – Black Sneakers (Nike)
- 1 – Web Gear Duty Belt
- 1 – Web Gear Holster
- 1 – Web Gear Mace Holder
- 1 – Web Gear Handcuff Case
- 1 – Web Gear Radio Holder
- 1 – Web Gear Magazine Holder

ADDENDUM H

WILDWOOD POLICE DEPARTMENT
COMPENSATORY HOURS REPORT
AS OF MAY 13, 2011

By January 15th of each contract year, the Union shall submit to the Chief Financial Officer of the City of Wildwood a current roster list itemizing comp time for each member of the unit. The CFO shall review the same with the Police Chief and confirm its accuracy and veracity. This shall be accomplished within forty days. Thereafter, the appropriate representatives of the parties shall initial the change and it shall be appended to the Agreement so that, on an annual basis, there is a record of comp time in order to avoid confusion for future administrations.

<u>NAME</u>	<u>COMPENSATORY HOURS</u>
1. ABOUD, ELIAS	400
2. ADAIR, RICHARD	400
3. BOICE, DONALD	164.25
4. CARTER, JASON	117
5. CHOBERT, CHRIS	243
6. CLEMENS, JOHN	243
7. CUBERNOT, WALTER	400
8. CUSELLA, NINO	182
9. ELWELL, JOHN	126.5
10. D'AMICO, MARK	241.75
11. FLANNIGAN, JACK	84.5
12. FOX, CHRISTOPHER	34
13. FRANCHVILLE, KEVIN	277
14. GALLAGHER, KENNETH	463 ½
15. GRANERO, ANDREW	47.25
16. GRAUEL, KARREE	246.75
17. HOLMAN, DAVID	140.75
18. HOWARD, CHRISTOPHER	400
19. JORDAN, SEAN	398
20. KOROBELLIS, CHRISTOPHER	400
21. LASHLEY, SUSAN	242.75
22. LILLO, ROGER	160
23. MURPHY, JOSEPH	382.25
24. PAPAYCIK, JENNIFER	89.5
25. PHILLIPS, KENNETH	11.5
26. RAMSEY, EDWARD	400
27. RIBERA, JOHN	145
28. SICILIA, MATTHEW	107.5
29. SPEIGEL, DAVID	351
30. STIMMEL, SHAWN	244
31. TOFFOLI, SHAWN	400
32. YUHAS, SHAWN	400
33. ZIELINSKI, PAUL	4