

Contract no. 622

T

AGREEMENT

between the  
CITY OF WILDWOOD, CAPE MAY COUNTY, NEW JERSEY  
and  
CAPE MAY COUNTY LODGE NO. 7  
FRATERNAL ORDER OF POLICE

---

JANUARY 1, 1993 THROUGH DECEMBER 31, 1995

---

Prepared by:  
Richard M. Salsberg, Esq.  
DeMaria, Ellis, Hunt,  
Salsberg & Friedman  
744 Broad Street - Suite 1400  
Newark, New Jersey 07102  
(201)623-1699

.

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
ARTICLE XIV LEAVE OF ABSENCE . . . . .	30
ARTICLE XV RETIREMENT . . . . .	31
ARTICLE XVI NEW EMPLOYEE PROBATIONARY PERIOD . . . . .	32
ARTICLE XVII SAVINGS BOND PAYROLL DEDUCTION . . . . .	33
ARTICLE XVIII LONGEVITY . . . . .	34
ARTICLE XIX SALARIES AND WAGES . . . . .	35
ARTICLE XX WORK HOURS AND OVERTIME . . . . .	37
ARTICLE XXI MISCELLANEOUS . . . . .	39
ARTICLE XXII FULLY BARGAINED AND SEPARABILITY PROVISIONS . . . . .	42
ARTICLE XXIII ITEM FOR DISCUSSION - ACCUMULATED TIME DISPOSITION	43
ARTICLE XXIV TERM AND RENEWAL . . . . .	44

PREAMBLE

The Agreement, entered into this 18th day of November , 1993, 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, 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 as the exclusive collective negotiations agent for all Captains, 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, includes males and females, and the phrases "Policemen" and "Policewomen".
- C. For officers hired after the effective date of this Agreement, all references in this Agreement to "years of service" refer to full time permanent 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 foregoing, 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 disciplinary action are specifically barred from being taken to Arbitration and will have final action at Step 3.

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 an 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 City Business Administrator.
- (b) The City Business Administrator shall review the matter and render a decision within 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 City Business Administrator. 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 cancelled 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 City Business Administrator 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 cancelled 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.

(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, hereinabove, shall be bypassed, and the procedures shall begin with Step Three.

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

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 Patrolman's Benevolent Association (PBA), Cape May County Local, to attend Lodge #7, or PBA, 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 three (3) 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 representatives enter the City facilities or premises, it will request such permission from the City Business Administrator 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.
- D. During collective negotiations, authorized representatives, 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.

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 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 Sections A and B hereinabove, 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.

- 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 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.

- 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. 1. For employees who were employed prior to January 1, 1987, annual vacation leave with pay shall be earned 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 service.

2. For employees who were appointed on or after January 1, 1987, annual vacation leave with pay shall be earned 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;

Twelve (12) working days vacation thereafter for every year up to and including ten (10) years of service;

Fifteen (15) working days vacation after the completion of ten (10) years of service and up to and including twenty (20) years of service;

Twenty (20) working days vacation after the completion of twenty (20) years of service.

- B. Vacations shall be scheduled within each squad on a seniority basis upon recommendation of the Squad Commander to the Operations Officer 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. Vacations during the summer period (Memorial Day through Labor Day weekends) are permitted; excepting the Friday through Monday Holiday weekends of Memorial Day, 4th of July and Labor Day, during which no vacations shall be permitted; and that no officer may have more than five (5) consecutive work days off during any one summer.
- D. 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 Year's 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 Monday	Thanksgiving Day
Memorial Day	Day After Thanksgiving Day
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.
- D. On an annual basis, the City will purchase seven (7) accumulated holidays from each eligible member of the bargaining unit, and may purchase additional holidays to the extent that budgeted funds are available for buyback purposes. The City shall establish a single date for submission of such requests and any purchase by the City beyond the initial seven (7) 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.
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.

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.

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 Fourth 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 7 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 for which such compensation is sought.
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 employee 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.

**[\*In the case of employees hired on or after January 1, 1987, Fifth Year or higher level]**

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.
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 one (1) day only for the specific purpose of permitting said employee to attend the funeral of the aforementioned relative.
4. Reasonable verification of the event may be required by the City.

## 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. New Jersey State Health Benefits Program for Hospitalization, Medical, Laboratory Services and Major Medical benefits.
  2. Identical or substantially similar coverage and administration as that provided by:
    - . The current City prescription plan with a one (\$1.00) dollar co-pay for generic drugs and a five (\$5.00) dollar co-pay for non-generic drugs.
    - . Delta Dental Plan of New Jersey, Inc. Effective January 1, 1994, periodontic coverage will be added. Effective January 1, 1995, orthodontic coverage for children will be added, with a standard fifty (50%) percent benefit level and maximum one-thousand dollar (\$1,000) payment per procedure.
    - . Health Service Incorporated (HSI - Blue Cross-Blue Shield) Free Standing Vision Plan.

3. The City shall afford the option to any member of the bargaining unit to enroll in an H.M.O. subject to rules and procedures to be developed by the City Business Administrator. Any additional premium cost over and above the cost of the comprehensive health benefit program provided by the City shall be borne by the employee choosing an H.M.O. The employee electing H.M.O. enrollment shall do so at his/her own risk and the City will not be responsible for any lapses in coverage.
- 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) Retirees 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) coverage.

- (2) Retirees 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 (\$2,050.00) dollars toward the cost of health insurance (hospitalization and/or major medical) coverage.
- (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 (\$2,250.00) dollars towards the cost of health insurance (hospitalization and/or major medical) 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 (\$2,500.00) dollars towards the cost of health insurance (hospitalization and/or major medical) 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.

ARTICLE XI

CLOTHING ALLOWANCE

- A. The City shall continue to supply all uniforms and equipment and continue maintaining the same as under present practices. Pens shall be considered as part of the basic uniform and shall be supplied by the City.
- B. The City shall reimburse each Detective serving in the Detective Bureau for clothing purchases used for their employment up to \$540.00 per year. In accordance with standards set by the Department, Detectives shall receive reimbursement based upon \$45 per month for each month they work in the Detective Bureau, payable semi-annually in June and December upon 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 \$20 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. Eyeglasses and watches destroyed or damaged in the line of duty shall be replaced by the City provided reasonable costs therefor are mutually agreed to a maximum of \$50.00.
- E. The City shall provide suitable foul weather gear for all members of the unit.

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 said 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 only 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 employee 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

Newly hired employees shall serve a probationary period in accordance with N.J.S.A. 11:22-6 et seq.

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 present longevity program based on the employee's length of continuous and uninterrupted service with the City shall be continued during the life of this Agreement on the following basis for all employees:
1. Five (5) years of service - 2% longevity pay based upon employee's base salary.
  2. Ten (10) years of service - 4%.
  3. Thirteen (13) years of service - 6%.
  4. Sixteen (16) years of service - 8%.
  5. Nineteen (19) years of service - 10%.
  6. Twenty-two (22) years of service - 12%.
  7. Twenty-five (25) years of service - 14%.
- B. Each employee hired on or before June 30th shall receive one year's credit therefor for the purpose of calculating longevity. An employee hired after said date shall receive no credit on account of longevity for the balance of the initial year of hire.

ARTICLE XIX

SALARIES AND WAGES

A. Annual salaries for employees hired prior to January 1, 1987 shall be as follows, and shall be payable retroactively to January 1, 1993:

	<u>EFFECTIVE</u> <u>1/1/93</u>	<u>EFFECTIVE</u> <u>1/1/94</u>	<u>EFFECTIVE</u> <u>1/1/95</u>
1st Yr. Patrol Officer	\$24,663	\$25,773	\$26,933
2nd Yr. Patrol Officer	\$29,967	\$31,316	\$32,725
3rd Yr. Patrol Officer	\$35,272	\$36,859	\$38,518
4th Yr. Patrol Officer	\$40,576	\$42,402	\$44,310
Sergeant (+7%)	\$43,416	\$45,370	\$47,412
Lieutenant (+7%)	\$46,455	\$48,546	\$50,731
Captain (+7%)	\$49,707	\$51,944	\$54,282

B. Annual salaries for employees hired on or after January 1, 1987 but before July 1, 1991, shall be as follows, and shall be payable retroactively to January 1, 1993:

	<u>EFFECTIVE</u> <u>1/1/93</u>	<u>EFFECTIVE</u> <u>1/1/94</u>	<u>EFFECTIVE</u> <u>1/1/95</u>
1st Yr. Patrol Officer	\$23,430	\$24,484	\$25,586
2nd Yr. Patrol Officer	\$27,717	\$28,964	\$30,267
3rd Yr. Patrol Officer	\$32,003	\$33,443	\$34,948
4th Yr. Patrol Officer	\$36,290	\$36,859	\$39,629
5th Yr. Patrol Officer	\$40,576	\$42,402	\$44,310
Sergeant (+7%)	\$43,416	\$45,370	\$47,412
Lieutenant (+7%)	\$46,455	\$48,546	\$50,731
Captain (+7%)	\$49,707	\$51,944	\$54,282

C. Annual salaries for employees hired on or after July 1, 1991 shall be as follows:

	<u>EFFECTIVE</u> <u>1/1/93</u>	<u>EFFECTIVE</u> <u>1/1/94</u>	<u>EFFECTIVE</u> <u>1/1/95</u>
1st Yr. Patrol Officer	\$23,430	\$24,484	\$25,586
2nd Yr. Patrol Officer	\$26,859	\$28,067	\$29,330
3rd Yr. Patrol Officer	\$30,287	\$31,650	\$33,074
4th Yr. Patrol Officer	\$33,716	\$35,233	\$36,819
5th Yr. Patrol Officer	\$37,145	\$38,816	\$40,563
6th Yr. Patrol Officer	\$40,576	\$42,402	\$44,310
Sergeant (+7%)	\$43,416	\$45,370	\$47,412
Lieutenant (+7%)	\$46,455	\$48,546	\$50,731
Captain (+7%)	\$49,707	\$51,944	\$54,282

D. 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.

E. 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).

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 (1-1/2) 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 (1-1/2) 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.
  2. All court appearance time, excluding travel time.
  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 (1-1/2) 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.
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 of this Agreement. Officers shall report, ready for assignment, at that 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 of 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.
- 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.
- 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 twenty-one (\$.21) cents per mile when their own vehicle is authorized for use for City business.
- K. Voice pagers 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 for all such time spent in the attorney's office.
- 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.
- O. In addition to salaries, police officers who have a Bachelor's or Associate's Degree in a recognized area of police science or a field reasonably related thereto, from an accredited college, shall receive an annual payment of \$750 (Bachelor's Degree) or \$500 (Associate's Degree).

## 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 and effect.

ARTICLE XXIII

ITEM FOR DISCUSSION - ACCUMULATED TIME DISPOSITION

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

ARTICLE XXIV

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1993, and shall remain in effect to and including December 31, 1995. 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 18th day of November, 1993.

CAPE MAY COUNTY LODGE #7  
FRATERNAL ORDER OF POLICE

By S. Harry Roach

ATTEST

Terence P. Star

CITY OF WILDWOOD  
CAPE MAY COUNTY, NEW JERSEY

By Paul M. J.

ATTEST

Patricia A. Rhodes