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AGREEMENT

between

Wildwood, City of
CITY OF WILDWOOD

CAPE MAY COUNTY, NEW JERSEY

and

CAPE MAY COUNTY LODGE NO. 7

FRATERNAL ORDER OF POLICE

(SUPERIOR OFFICERS DIVISION)

JANUARY 1, 1985 THROUGH DECEMBER 31, 1986

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1/1/85-12/31/86

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PREAMBLE

This Agreement, entered into this 8th day of July 1985, by and between the CITY OF WILDWOOD, in the County of Cape May, 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, Police Officers (Patrolmen) and full time Police Communications Officers (Dispatchers) 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".

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 judgement and discretion in connection therewith shall be limited only by the specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and the United States of America.

ARTICLE III

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to problems which may arise affecting the terms and conditions of this agreement and to resolve 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 solve 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 a claim.

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 3:

(a) In the event the grievance has not been resolved through Step 2, 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 4:

(a) If the grievance is not settled through Steps One, Two and Three, either party may refer the matter to the American Arbitration Association within ten (10) days after the determination of the City Business Administrator. An arbitrator shall be selected pursuant to the Rules of the A.A.A.

(b) However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision of the Business Administrator.

(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 shall including, but not limited to the presentations of witnesses, shall be paid by the party incurring same.

D. Emergency

1. Upon the declaration by either party of an "emergency", Steps One, Two and Three of the Grievance Procedure, as provided in Article III, Section C, hereinabove, shall be bypassed, and Step Four Arbitration shall be invoked.

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 decided to have its representatives enter the City facilities or premises, it will request such permission from the appropriate City representatives 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 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 agrees to deduct from the salaries of its employees, subject to this agreement, dues for the Lodge. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, NJSA 52:14-15.9(e), 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. 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.

C. 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 save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon salary deduction authorization cards 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. 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.

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 hours of compensatory time for each full shift worked during said holiday.

D. On an annual basis, at the request of the employee, and subject to agreement of the City, an employee may "sell" to the City up to eight (8) accumulated holidays each year. The City shall establish a single date for submission of such requests and such buyback 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 employee's own 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 supervisor may be cause of 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 may 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 5 days
Use of 3-5 days (inclusive) - maximum of 3 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 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.

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.

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

3. In the case of death of a grandparent, grandparents-in-law, grandchild, brother-in-law, sister-in-law, aunt or uncle, 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 provides benefits and procedures as noted below for all permanent and provisional employees who have been on the payroll for two full months, at the beginning of the third 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:

Blue Cross Prescription Drug Plan with \$1.00 co-payment

Health Service Incorporated (HSI - Blue Cross-Blue Shield Basic and UCR Dental Plan

Health Service Incorporated (HSI - Blue Cross-Blue Shield) Free Standing Vision Plan

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, when and in that event, the City shall provide the Lodge with a copy of notice of reduction or cancellation from the insurance carrier within 10 days of receipt thereof by the City.

D. Post Retirement Trust

1. Effective January 1, 1983, City and each permanent employee of the City of Wildwood Police Department shall contribute to a Trust, matching funds at the rate of \$7.50 per employee per month; which fund shall be utilized to provide retirement benefits as detailed below as approved by the City and Lodge for the benefit of retired City employees covered by this agreement or any successor agreement.

2. Said Trust fund shall be jointly administered by the Lodge and City, with all depositories thereof however, to be designated by and in the sole discretion of the City.

3. All administrative and operational costs of said Trust shall be paid by Trust.

4. Employee contributions to the fund shall be subject to the right of check-off if requested in writing by the Lodge.

6. Effective with the approval of this agreement, the City shall administer a post retirement fund benefit as a package, a benefit to eligible (as determined by the Association) retirees. The package shall be the provision of the existing Vision, Dental and Prescription Insurance plans that are received by the working members of the unit. Should an eligible retiree not wish this benefit, the City shall pay said retiree, on a quarterly basis, a lump sum equal to the average cost of the benefit to the City. Disputes regarding the administration of this benefit shall be mutually agreed upon by the parties. The fund shall be charged quarterly (as practicable) a lump sum equal to the average cost of the benefit to the City.

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 \$480.00 per year. In accordance with standards set by the Department, Detectives shall receive reimbursement based upon \$40 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 service revolver shall be replaced immediately by the Chief of Police or his designee.

D. Eyeglasses and shoes 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 \$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 unit required and ordered training.

ARTICLE XIII

EQUIPMENT

- A. Newly acquired patrol cars will contain accoutraments 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 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:

1. Five (5) years of service - 2% longevity pay based upon employees 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 therefore 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 & WAGES

A. Salaries for employees hired after August 2, 1982 for the year 1984 shall be set as follows and are not retroactive for the year 1984:

1984 Salary

Patrol Officer:

4th year	24,500
3rd year	22,000
2nd year	19,000 (existing)
1st year	16,000 (existing)

Dispatcher

3rd year	18,500
2nd year	17,000 (existing)
1st year	15,000 (existing)

B. Annual salaries for 1985 and 1986 for all officers hired prior to August 2, 1982 will be as follows, and payable retroactive to January 1, 1985:

	<u>1985 Salary</u>	<u>1986 Salary</u>
Captain	32,157	34,086

	<u>1985 Salary</u>	<u>1986 Salary</u>
Lieutenant	30,356	32,176
Sergeant	28,636	30,355
Patrol Officer:		
4th year	26,670	28,270
3rd year	24,419	
Dispatcher		
3rd year	20,202	21,414

Annual salaries for 1985 and 1986 for all officers hired after August 2, 1982 will be as follows, and payable retroactive to January 1, 1985:

	<u>1985 Salary</u>	<u>1986 Salary</u>
<u>Patrol Officer:</u>		
4th year	25,480	28,270*
3rd year	22,880	24,253
2nd year	19,760	20,945
1st year	16,640	17,638
<u>Dispatcher</u>		
3rd year	20,202	21,414
2nd year	17,680	18,740
1st year	15,600	16,536

* indicates specific move to top of the range for officers hired prior to 8/2/82

C. Each employee covered by the provisions hereof shall receive credit and move from that employees 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 second January 1st following the date of his employment.

D. Payments to Detectives (in lieu of the prior \$400 payment) for standby time shall be made in a single lump sum payment, payable in the first payroll in December of each year (pro-rated on the total amount of time served that year as a Detective) on the following schedule:

1985 - \$ 800.00
1986 - 1,200.00

ARTICLE XX

WORK HOURS AND OVERTIME

A. The work week shall consist of 42 hours. As of the approval of this agreement the City is not contemplating a schedule change. Should the City decide to alter the current schedule format (absent an emergency), the City agrees to provide the Lodge a minimum of 30 days notice of the change upon its members prior to the implementation of the change.

B. Uniform Division Police Officers who are required to work the present 42 hour average work week heretofore in effect, shall be compensated for the extra average two hours worked in excess of forty hours during the course of the year. Compensation shall be made by a single payment to be made in the same calendar year for the extra two hour average or portion thereof actually worked. Said payment shall be made at the time of the first regular municipal payroll for all municipal employees in the month of December in a given calendar year. An employee not on the payroll at the time of the last municipal payroll shall not be entitled to any portion of said compensation. The formula for said payment is as follows:

The "Bi-weekly" base salary (annual salary + longevity + stipends, divided by 26 pay periods) divided by 10 (number of days in a pay period), multiplied by the number of days the employee is entitled to receive as compensation, as certified by the Chief of Police.

C. Overtime work shall be compensated as follows:

1. Work between 40 and 42 hours shall be compensated at straight time.
2. Work in excess of 42 hours shall be compensated at time and one half which compensation may be taken in dollars or compensatory time

D. Overtime for the purposes of this section shall include include the following:

- (a) Any work beyond the minimum period for regular police duties not including the average two hours described in Article XX, Paragraphs A & B hereinabove.
- (b) 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.
- (c) All court appearance time, excluding travel time.

E. 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 employee for said overtime with cash or with compensatory time.

F. The current practice of Uniformed officers reporting to duty 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.

G. Each year, each member of the unit shall be required to attend a maximum of 12 hours of in-service training time at no additional salary for training assigned outside of their regular duty hours. This time shall not be credited to officers holding special assignments and the work required for those assignments shall continue as it has in the past. All time in excess of 12 hours outside of regular duty time shall be paid on the basis of time and one half regular rates for attending police related schools or training as assigned. Specific exceptions for use of the 12 hours are weapons qualifications time and when an officer is used outside of his regular duty as a trainer of other officers.

H. Each officer on an 8 hour duty shift shall be entitled to breaks from work totaling one hour. Unless otherwise specifically approved by the Officer's immediate superior, they shall be a half hour meal break, and 2, 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 personal file, which access will be provided within 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 and response 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 employer must be in accordance with this contract and such federal, state and local laws which appertain 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. NJSA Title 24 - Food & Drug
3. NJSA Title 2C
4. NJSA 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 the "Juvenile Detention Facility" for Lodge members to furnish, at Lodge or its members expense, a facility 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 insure 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 \$.18 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.

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 to be invalid by operation of law or by 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, 1985 and shall remain in effect to and including December 31, 1986. 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 NJSA 34:13A et seq. and NJAC Title 19 to negotiate a successor contract.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals at Wildwood, New Jersey, on this 8th day of July, 1985.

CAPE MAY COUNTY LODGE #7
FRATERNAL ORDER OF POLICE

BY: Sgt. Allan R. Aragon

Attest: Sgt. Dominic Romeo

CITY OF WILDWOOD
CAPE MAY COUNTY, NEW JERSEY

BY: Victor Di Silvester, Mayor

Attest: Peter P. Yecco
Peter P. Yecco, City Clerk