



A G R E E M E N T
 BETWEEN
 CITY OF CAPE MAY, *City of*
 CAPE MAY COUNTY, NEW JERSEY
 AND
 P O L I C E C H I E F & C A P T A I N

X JANUARY 1, 1981 THROUGH DECEMBER 31, 1982

I N D E X

ARTICLE	DESCRIPTION	PAGE
=====		
	PREAMBLE	1
I.	RECOGNITION	1
II.	MANAGEMENT RIGHTS	1
III.	SICK LEAVE	1
IV.	WORK WEEK	2
V.	VACATIONS	2
VI.	HOLIDAYS	3
VII.	TERMINAL LEAVE	3
VIII.	INSURANCE, HEALTH & WELFARE	3
IX.	CLOTHING ALLOWANCE	4
X.	TIME OFF	4
XI.	SALARY	4
XII.	LONGEVITY	5
XIII.	SCHOOLING	5
XIV.	MISCELLANEOUS PROVISIONS	5
XV.	SEPARABILITY & SAVINGS	6
XVI.	FULLY BARGAINED PROVISION	6
XVII.	TERM & RENEWAL	7

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A G R E E M E N T
 BETWEEN
 CITY OF CAPE MAY
 CAPE MAY COUNTY, NEW JERSEY
 AND
 P O L I C E C H I E F & C A P T A I N
 JANUARY 1, 1981 THROUGH DECEMBER 31, 1982

P R E A M B L E

THIS AGREEMENT, ENTERED INTO THIS ^{29th}~~22ND~~ DAY OF DECEMBER, 1980, BY AND BETWEEN THE CITY OF CAPE MAY, IN THE COUNTY OF CAPE MAY, NEW JERSEY, HEREINAFTER REFERRED TO AS THE "CITY", AND THE CHIEF OF POLICE AND CAPTAIN OF POLICE OF THE CITY OF CAPE MAY, HEREINAFTER REFERRED TO AS THE "CHIEF" AND "CAPTAIN", REPRESENTS THE COMPLETE AND FINAL UNDERSTANDING ON ALL BARGAINABLE ISSUES BETWEEN THE CITY AND THE CHIEF AND THE CAPTAIN.

ARTICLE 1 - R E C O G N I T I O N

A. THE CITY HEREBY RECOGNIZES THE CHIEF OF POLICE AND THE CAPTAIN OF POLICE AS THE BARGAINING AGENTS FOR THEMSELVES. THIS DOES NOT PRECLUDE THE CHIEF AND THE CAPTAIN FROM SEEKING AID OR SUPPORT FROM ANY OTHER AGENCY.

ARTICLE II - M A N A G E M E N T R I G H T S

A. THE CITY HEREBY RETAINS AND RESERVES UNTO ITSELF ALL POWERS, RIGHTS, AUTHORITY, DUTIES AAND RESPONSIBILITIES CONFERRED UPON AND VESTED IN IT PRIOR TO SIGNING OF THIS AGREEMENT BY THE LAWS AND CONSTITUTION OF THE STATE OF NEW JERSEY AND OF THE UNITED STATES EXCEPT THOSE LIMITED BY THE SPECIFIC AND EXPRESS TERMS OF THIS AGREEMENT AND THEN ONLY TO THE EXTENT SUCH SPECIFIC AND EXPRESS TERMS HEREOF ARE IN CONFORMANCE WITH THE CONSTITUTION AND THE LAWS OF THE UNITED STATES AND OF THE STATE OF NEW JERSEY.

ARTICLE III - S I C K L E A V E

A. THE CHIEF AND THE CAPTAIN SHALL BE GRANTED FIFTEEN (15) WORKING DAYS PER YEAR SICK LEAVE WITH PAY.

B. SICK LEAVE MAY BE TAKEN AS PRESCRIBED UNDER CIVIL SERVICE REGULATIONS FOR MUNICIPAL EMPLOYEES.

C. SICK LEAVE SHALL BE ACCUMULATIVE FROM YEAR TO YEAR AND SHALL BE UNLIMITED.

D. IF THE CHIEF AND/OR THE CAPTAIN RETIRES WITHOUT USING UP HIS ACCUMULATED SICK LEAVE. HE SHALL BE COMPENSATED FOR SAID SICK LEAVE AT HIS REGULAR HOURLY RATE OF PAY AT THE TIME OF HIS RETIREMENT. HOWEVER, THE MAXIMUM ACCUMULATED SICK LEAVE FOR WHICH HE SHALL BE ENTITLED TO RECEIVE COMPENSATION AT TIME OF HIS RETIREMENT SHALL BE 240 DAYS. PROVIDED FURTHER, THIS SECTION SHALL NOT BE INTERPRETED TO PLACE A MAXIMUM AMOUNT OF DAYS THAT THE CHIEF AND/OR THE CAPTAIN SHALL BE ABLE TO ACCUMULATE. ALL ACCUMULATED SICK LEAVE MAY BE USED AS JOB CREDIT TOWARDS RETIREMENT. WHILE THE CHIEF AND/OR THE CAPTAIN IS USING ACCUMULATED SICK LEAVE, PRIOR TO RETIREMENT, HE WILL NOT BE ENTITLED TO ADDITIONAL SICK LEAVE, HOLIDAYS OR VACATION DAYS FOR THAT PERIOD OF TIME, NOR SHALL HE BE ENTITLED TO ANY INCREASE IN HIS ANNUAL SALARY. IT SHALL BE PAID EVERY TWO WEEKS. IF HE USED HIS ACCUMULATED SICK LEAVE AS JOB CREDIT TOWARD RETIREMENT, HE SHALL BE SUBJECT TO THE LIMITS ON SICK LEAVE SET FORTH ABOVE.

ARTICLE IV - W O R K W E E K

A. THE CHIEF AND THE CAPTAIN SHALL HAVE NO DESIGNATED HOURS; HOWEVER, HE SHALL SPEND AT LEAST 40 HOURS PER WEEK AT HIS JOB TO INSURE THE SMOOTH AND RESPONSIBLE OPERATION OF THE POLICE DEPARTMENT OVER WHICH HE HAS SUPERVISORY CONTROL. HE SHALL, HOWEVER, BE RESPONSIBLE TO THE CITY MANAGER FOR THE OVERALL OPERATION OF THIS DEPARTMENT.

ARTICLE V - V A C A T I O N S

A. ANNUAL VACATIONS SHALL BE GRANTED AS FOLLOWS:

- | | |
|--------------------------------------|-----------------|
| 1. 10TH YEAR - 15TH YEAR | 20 WORKING DAYS |
| 2. 15TH YEAR - 20TH YEAR | 25 WORKING DAYS |
| 3. 20TH YEAR - TIME OF
RETIREMENT | 30 WORKING DAYS |

B. VACATION SHALL BE TAKEN FROM LABOR DAY TO MEMORIAL DAY. THE CHIEF AND THE CAPTAIN SHALL NOT BE RECALLED ON HIS VACATION DAYS EXCEPT IN CASES OF EMERGENCY.

C. VACATION TIME SHALL BE COMPUTED FROM THE ORIGINAL DAY OF EMPLOYMENT. ANY UNUSED VACATION DAYS SHALL BE CARRIED OVER TO THE FOLLOWING YEAR. NOTHING IN THIS ARTICLE SHALL BE CONSTRUED, HOWEVER, TO GIVE THE CHIEF OR THE CAPTAIN AN ADDITIONAL VACATION DAY OF WHICH HE WAS NOT ENTITLED ON JANUARY 1, 1979.

ARTICLE VI - H O L I D A Y S

A. THE CHIEF AND THE CAPTAIN SHALL BE ENTITLED TO THIRTEEN (13) HOLIDAYS PER YEAR. IN ADDITION TO THESE HOLIDAYS, WHEN ANY OTHER CITY EMPLOYEES ARE GRANTED A DAY OFF IN OBSERVANCE OF A FEDERAL, STATE OR LOCAL HOLIDAY, IN EXCESS OF THIRTEEN (13) DAYS, THE CHIEF AND THE CAPTAIN SHALL ALSO BE ENTITLED TO RECEIVE THE ADDITIONAL HOLIDAYS.

B. THE CHIEF AND THE CAPTAIN SHALL BE ENTITLED TO TWO (2) PERSONAL DAYS OFF EACH YEAR.

C. COMPENSATORY DAYS MAY BE TAKEN ANY TIME DURING THE YEAR. ANY UNUSED COMPENSATORY DAYS MAY BE CARRIED OVER INTO THE FOLLOWING YEAR.

D. THE CHIEF AND THE CAPTAIN SHALL RECEIVE COMPENSATORY TIME FOR HOLIDAYS FOR WHICH THEY ARE REQUIRED TO WORK.

ARTICLE VII - T E R M I N A L L E A V E

A. EMPLOYEES WHO RETIRE SHALL RECEIVE TERMINAL LEAVE IMMEDIATELY PRIOR TO RETIREMENT. SUCH LEAVE SHALL BE COMPUTED AT A RATE OF FOUR (4) CALENDAR DAYS FOR EACH CALENDAR YEAR OF SERVICE. ADDED TO SUCH LEAVE SHALL BE ANY COMPENSATORY TIME OFF AND VACATION TIME DUE WHICH IS OWED TO THE RETIRING EMPLOYEE.

ARTICLE VIII - I N S U R A N C E , HEALTH & WELFARE

THE CITY SHALL MAINTAIN INSURANCE COVERAGE AT LEVELS OF NOT LESS THAN PRESENTLY IN EFFECT. THE CITY SHALL HAVE THE RIGHT TO CHANGE INSURANCE COVERAGE SO LONG AS IT IS SUBSTANTIALLY SIMILAR TO BENEFITS NOW PROVIDED.

B. THE CITY SHALL PROVIDE INSURANCE COVERAGE ON THE CHIEF AND THE CAPTAIN AND THEIR PERSONAL VEHICLE WHEN SAID

VEHICLE IS USED IN THE SCOPE OF THEIR EMPLOYMENT.

C. THE CITY SHALL SUPPLY THE CHIEF AND THE CAPTAIN WITH NECESSARY LEGAL ADVICE AND COUNSEL IN THE DEFENSE OF CHARGES FILED AGAINST THEM IN THE PERFORMANCE OF THEIR DUTY IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW JERSEY AND OF THE UNITED STATES.

ARTICLE IX - C L O T H I N G A L L O W A N C E

A. AN ANNUAL ALLOWANCE OF \$425.00 TO BE USED IN THE PURCHASE AND MAINTENANCE OF INFORMAL CLOTHES; IN ADDITION, THE CITY SHALL PROVIDE AND MAINTAIN A COMPLETE SET OF UNIFORMS AND ACCESSORIES FOR THE CHIEF AND THE CAPTAIN.

B. THE CITY SHALL REPLACE ANY CLOTHING OR PERSONAL ITEMS DAMAGED OR DESTROYED IN THE LINE OF DUTY, PROVIDED REASONABLE COSTS THEREFOR ARE AGREED TO MUTUALLY.

ARTICLE X - T I M E O F F

A. THE CHIEF AND THE CAPTAIN SHALL BE GRANTED TIME OFF WITHOUT LOSS OF PAY FOR THE FOLLOWING:

1. DEATH IN THE IMMEDIATE FAMILY, FROM THE DATE OF DEATH TO AND INCLUDING THE DAY OF FUNERAL.

(A) THE IMMEDIATE FAMILY SHALL CONSIST OF WIFE, CHILD, STEPCHILD, MOTHER, FATHER, BROTHER, SISTER, FATHER-IN-LAW, MOTHER-IN-LAW, BROTHER-IN-LAW, SISTER-IN-LAW, GRANDPARENTS OR GRANDCHILDREN.

(B) THE MAXIMUM TIME OFF FOR ANY ONE OCCURRENCE SHALL BE FOUR (4) DAYS. THIS TIME IS NOT TO BE DEDUCTED FROM ANY OTHER BENEFITS.

ARTICLE XI - S A L A R Y

A. THE CHIEF AND THE CAPTAIN SHALL BE ENTITLED TO THE FOLLOWING PERCENTAGE INCREASES IN SALARIES, SUBJECT TO THE CITY'S PERFORMANCE EVALUATIONS:

- 1. YEAR 1981 - 7%
- 2. YEAR 1982 - 7%

ARTICLE XII - LONGEVITY

A. IN ADDITION TO SALARY, THE CHIEF AND THE CAPTAIN SHALL RECEIVE LONGEVITY PAY TO BE COMPUTED AT TWO PER CENT (2%) OF HIS BASE PAY FOR EVERY FIVE (5) YEARS OF SERVICE TO A MAXIMUM OF TEN PERCENT (10%) AFTER TWENTY-FIVE (25) YEARS. HOWEVER, LONGEVITY SHALL BE PAID AT THE BEGINNING OF THE 20TH AND 25TH YEAR RESPECTFULLY RATHER THAN THE COMPLETION OF THOSE YEARS MENTIONED SO THAT THE PENSION BENEFITS WILL BE LARGER UPON RETIREMENT. LONGEVITY PAY SHALL BE COMPUTED FROM ORIGINAL DATE OF EMPLOYMENT. PAYMENT SHALL BE MADE BI-WEEKLY, SAME AS OTHER SALARY, AND DEDUCTIONS SHALL BE MADE SO THAT THIS ADDITIONAL PAY MAY BE COUNTED TOWARD THE FINAL AVERAGE SALARY FOR PENSION PURPOSES.

ARTICLE XIII - SCHOOLING

A. IN LIEU OF ANY EDUCATIONAL INCREMENTS, THE SUPERIOR OFFICERS SHALL RECEIVE A \$1,100.00 PAY RAISE TO THEIR BASE SALARY.

ARTICLE XIV - MISCELLANEOUS PROVISIONS

A. SCHOOLS. THE CHIEF AND THE CAPTAIN MAY BE PERMITTED TO ATTEND AND BE COMPENSATED FOR, AT HIS REGULAR RATE OF PAY, ANY SCHOOL, SEMINAR, RE-TRAINING SESSION CONDUCTED BY OR SPONSORED BY THE I.A.C.P. STATE TRAINING COMMITTEE, N.J.S.P., F.B.I., OR ANY OTHER SCHOOL OF MANAGEMENT OR SUPERVISORY NATURE. ALL EXPENSES SUCH AS TRAVEL, ROOM, FOOD, TUITION, SPECIAL CLOTHING, BOOKS OR ANY OTHER CHARGES CONNECTED WITH THE SCHOOL SHALL BE BORNE BY THE CITY. IF ANY OF THE ABOVE NAMED SCHOOLS, SEMINARS OR RE-TRAINING SESSIONS SHOULD REQUIRE THE ABSENCE OF THE CHIEF OR THE CAPTAIN FROM THE CITY FOR A PERIOD GREATER THAN TWENTY-FOUR (24) HOURS, OR TRANSPORTATION OTHER THAN THE CITY SUPPLIED AUTOMOBILE IS NEEDED, THEN THE CHIEF AND THE CAPTAIN SHALL BE REQUIRED TO OBTAIN THE PERMISSION OF THE CITY MANAGER.

B. GRADUATION. THE CHIEF AND THE CAPTAIN MAY BE PERMITTED TO ATTEND THE GRADUATION OF ANY OF THEIR MEN AND ALL EXPENSES SHALL BE BORNE BY THE CITY. IF THEIR ATTENDANCE REQUIRES THE CHIEF AND THE CAPTAIN TO STAY OVERNIGHT OR TRANSPORTATION OTHER THAN THE CITY SUPPLIED AUTOMOBILE IS

WHETHER OR NOT WITHIN THE KNOWLEDGE OR CONTEMPLATION OF EITHER OR BOTH OF THE PARTIES AT THE TIME THEY NEGOTIATED OR SIGNED THIS AGREEMENT.

ARTICLE XVII - T E R M & R E N E W A L

THIS AGREEMENT SHALL BE IN FULL FORCE AND EFFECT AS OF JANUARY 1, 1981 AND SHALL REMAIN IN EFFECT UP TO AND INCLUDING DECEMBER 31, 1982, WITHOUT ANY REOPENING DATE. THIS AGREEMENT SHALL CONTINUE IN FULL FORCE AND EFFECT FROM YEAR TO YEAR THEREAFTER, UNLESS ONE PARTY OR THE OTHER GIVES NOTICE, IN WRITING, NO SOONER THAN ONE HUNDRED FIFTY (150) NOR LATER THAN NINETY (90) DAYS PRIOR TO THE EXPIRATION DATE OF THIS AGREEMENT OF A DESIRE TO CHANGE, MODIFY OR TERMINATE THIS AGREEMENT.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE HERUNTO SET THEIR HANDS AND SEALS AT CAPE MAY, NEW JERSEY THIS ~~22ND~~ 29th DAY OF DECEMBER, 1980.

CHIEF OF POLICE
CITY OF CAPE MAY, NEW JERSEY

Frank Francesconi

CITY OF CAPE MAY
CAPE MAY COUNTY, NEW JERSEY

BY: *Arthur Blomberg*

ATTEST:-----

CAPTAIN OF POLICE
CITY OF CAPE MAY, NEW JERSEY

Larry A. Stortz

BY: *Virginia E. Lister*