

A G R E E M E N T

Between:

CITY OF WILDWOOD,

CAPE MAY COUNTY, NEW JERSEY

- and -

CAPE MAY COUNTY LODGE #7

FRATERNAL ORDER OF POLICE

=====
January 11, 1973 through December 31, 1974
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INDEX

<u>ARTICLE</u>		<u>Page</u>
	Preamble	1
I	Recognition	1
II	Management Rights	2
III	Grievance Procedure	3
IV	Lodge Representatives	7
V	Deductions from Salary	9
VI	No-Strike Pledge	10
VII	Hours and Overtime	12
VIII	Vacations	13
IX	Holidays	14
X	Sick Leave	15
XI	Health and Welfare, Insurance	18
XII	Exchange or Days Off	19
XIII	Clothing Allowance	20
XIV	Military Leave	21
XV	Patrol Cars	22
XVI	Leave of Absence	23
XVII	Retirement	24
XVIII	Probationary Period	25
XIX	Savings Bonds	26

XX	Cost Time	27
XXI	Salaries	28
XXII	Longevity	29
XXIII	Separability and Savings	30
XXIV	Fully Bargained Provisions	31
XXV	Term and Renewal	32

PREAMBLE

This Agreement entered into this day of , 1973,
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 the "City," and 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 Patrolmen, Sergeants, Police Chemist, Supervisor of
Police Maintenance and full-time permanent Police Dispatcher in the
Police Department.

B. The title of Policeman shall be defined to include the
plural as well as the singular and to include males and females.

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; 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 of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

ARTICLE LII

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employee's 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 the 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. A grievance may be raised by an individual, the Lodge or the City.

C. Steps of the 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 any step is waived by mutual consent:

Step One:

(a) An aggrieved employee shall institute action under the provisions hereof within ten (10) days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and the Chief of the Department or his designee, for the purpose of resolving the matter informally. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance.

(b) The Chief of the Department, or his designee, shall render a decision within ten (10) days after receipt 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 Lodge and, signed by the aggrieved and filed with the Commissioner for Public Safety (or his representative) within five (5) days following the determination by the Chief of the Department.

(b) The Commissioner for Public Safety, or his representative, 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 Commissioner for Public Safety, the matter

may be submitted to the Mayor and Commissioners.

(c) The Mayor and Commissioners shall review the matter and make a determination within ten (10) days from the receipt of the grievance.

Step Four-Arbitration:

(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 by the Mayor and Commissioners. 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 Mayor and Commissioners. In the event the aggrieved elects to pursue Civil Service Procedures, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration. The Lodge shall pay whatever costs may have been incurred in processing the case to arbitration.

(c) The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or

supplement thereto.

(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 presentation of witnesses, shall be paid by the party incurring same.

D. Emergency

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

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 P. B. A., Cape May County Local, to attend Lodge #7, or P. B. A., 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 adjustments of grievances. When the Lodge decides 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 Lodge representatives, not to exceed four (4), shall be excused from their normal

work duties to participate in collective negotiations 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, N. J. S. A. (R. S.) 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 (15th) 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" form and deliver the signed forms to the City Comptroller. 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

HOURS AND OVERTIME

A. The normal working week shall consist of the present total of an average of forty-two (42) hours per week.

B. An employee who is required to work longer than his regular tour of duty shall be paid for overtime at the rate of straight time pay. In construing such overtime, payments shall be made on the following basis:

1. Up to the first 16 minutes - no pay.
2. 16 through 30 minutes ---- 30 minutes pay.
3. 31 through 60 minutes ---- 1 hour pay.
4. Thereafter, overtime shall be paid in 30

minute segments for all time worked beyond the regular tour of duty. In lieu of cash payment an employee may opt to receive compensatory time off on a straight-time basis. Such time may be taken only when scheduled by the Chief so as not to interfere with departmental operations.

C. If an employee is called to duty on his day off, he shall be paid for all hours worked and shall receive a minimum of three (3) hours compensation at straight time pay.

D. If an employee is recalled to duty, he shall be paid for all hours worked and shall receive a minimum of three (3) hours compensation at straight time pay.

ARTICLE VIII

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 and up to and including fifteen (15) years of service;

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

Thirty (30) working days' vacation after the completion of twenty (20) years of service.

ARTICLE IX

HOLIDAYS

A. The following holidays shall be recognized:

- | | |
|--------------------------|--------------------------------|
| 1. New Year's Day | 8. Labor Day |
| 2. Lincoln's Birthday | 9. Columbus Day |
| 3. Washington's Birthday | 10. Veteran's Day |
| 4. Good Friday | 11. General Election Day |
| 5. Memorial Day | 12. Thanksgiving Day |
| 6. Primary Election Day | 13. Day after Thanksgiving Day |
| 7. Independence Day | 14. Christmas |

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

C. Employees shall receive payment for holidays worked in accordance with the same schedule as heretofore utilized.

ARTICLE X

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 on 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 doctor. 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. An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment. Upon termination, the City shall certify to the Department of Civil Service the employee's accumulated sick leave which shall be made a part of the employee's permanent record.

C. Reporting of Absence on Sick Leave

1. 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 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. Bereavement Leave

1. In 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 the funeral.

2. Immediate family shall be defined as the employee's husband, wife, child, stepchild, mother, father, brother or sister.

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

ARTICLE XI

HEALTH AND WELFARE, INSURANCE

A. The City shall provide enrollment in the State Health Benefits program for all permanent or provisional employees who have been on the payroll for two (2) months, at the beginning of the third month of employment. The City shall pay the full cost of the foregoing program for the employee and his family and shall have the right to change insurance carriers so long as substantially similar benefits are provided.

B. The City shall provide the employee with false arrest insurance as presently in effect.

C. The City shall provide Personal Injury and Collision insurance coverage for employees and their personal vehicles when said vehicles are used at the direction of the City of Wildwood.

ARTICLE XI

EXCHANGE OR DAYS OFF

The Chief of the Department, or his designee, may grant the request of any permanent member of the Department to exchange hours, duties, or days off. Such request, if granted, shall be on a uniform basis with standard rules and regulations established by the Chief and applying to all permanent members of the Department who make such request.

ARTICLE XII

CLOTHING ALLOWANCE

A. The City shall continue to supply all uniforms and equipment and continue maintaining same as under present practices.

B. The City shall provide a \$250 clothing allowance annually to members of the Detective Bureau. Such allowance shall be utilized for the purchase of clothing at any store of the employee's choosing provided that appropriate receipts are furnished to the City.

ARTICLE XA

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.

ARTICLE XV

PATROL CARS

A. Newly purchased patrol cars will contain the police package as well as A. M. radios and air conditioning.

B. Unsafe vehicles will be removed from service and repaired promptly.

ARTICLE XVI

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 Commissioner of Public Safety after recommendation from the Chief. The leave may be extended for an additional six (6) months.

ARTICLE XVII

RETIREMENT

A. Employees shall retain all pension rights under New Jersey law and the ordinances of the City of Wildwood.

ARTICLE XVIII

PROBATIONARY PERIOD

A. Newly hired employees shall serve a probationary period in accordance with subsection 2-7.2 (page 12) of the Revised General Ordinances of 1968 of the City of Wildwood.

ARTICLE XIX

SAVINGS BONDS

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

ARTICLE XX

COURT TIME

A. Should it become necessary for an employee to appear in Municipal or County Court, he shall receive payment for such appearance on the following basis:

- (a) Municipal Court - \$10.00 per attendance at a session of Municipal Court whether a single or multiple appearances are involved on a particular day.
- (b) County Court - \$20.00 per attendance at County Court whether a single or multiple appearances are involved on a particular day.

ARTICLE XXI

SALARIES

A. The salary for all Patrolmen shall be as follows:

	<u>1/1/73</u>	<u>7/1/73</u>	<u>10/1/73</u>	<u>1/1/74</u>	<u>10/1/74</u>
1st year	\$7,500	\$8,100	\$8,700	\$9,100	\$9,500
2nd year	8,000	8,600	9,200	9,600	10,000
3rd year	8,400	9,000	9,600	10,000	10,400
4th year	8,800	9,400	10,000	10,400	10,800

B. Sergeants are to receive the following stipend above the top Patrolmen pay:

<u>1973</u>	<u>1974</u>
\$ 600	\$ 800

C. Canine and Detective Personnel are to be paid a stipend in addition to their basic rate of pay as follows:

<u>1973</u>	<u>1974</u>
\$ 300	\$ 400

D.	<u>1/11/73</u>	<u>7/1/73</u>	<u>10/1/73</u>	<u>1/1/74</u>	<u>10/1/74</u>
Dispatcher	\$7,000	\$7,600	\$8,200	\$8,600	\$9,000
Traffic- Maintenance Supt:					
1st year	\$7,200	\$7,800	\$8,400	\$8,800	\$9,200
2nd year	7,700	8,300	8,900	9,300	9,700
3rd year	8,100	8,700	9,300	9,700	10,100
4th year	8,500	9,100	9,700	10,100	10,500

E. Prior to January 1974, the Lodge shall have the right to present to the City its request to raise the 1974 salary scale to a level comparable to that of neighboring island communities.

The City shall consider any such request, and shall have the right to increase the salary scale for 1974.

ARTICLE XXII

LONGEVITY

A. The present longevity program based upon 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 employee's base salary
2. Ten (10) years of service--4%
3. Fifteen (15) years of service----- 6%
4. Twenty (20) years of service----- 8%
5. Twenty-five (25) or more years of service--- 10%

B. During 1973 longevity payments are to commence on January 1 after the completion of the service periods noted above.

C. During 1974 longevity payments are to commence on either January 1 or July 1 (whichever comes sooner) after completion of the aforementioned service periods.

ARTICLE XXIII

SEPARABILITY AND SAVINGS

A. The City and the Lodge recognize the applicability of Presidential Executive Order 11695 and other applicable present or future Executive Orders or Legislation dealing with economic controls on wages, prices, salaries, etc. Therefore, salary or wage increases or other economic changes will be put into effect to the extent that is legally possible. In the event any or all of the salary increases or adjustments or other economic changes for 1973 or beyond cannot be legally made effective such increases shall be omitted or proportionately adjusted according to law.

B. If any provision 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 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 XXIV

FULLY BARGAINED PROVISIONS

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.

ARTICLE XXV

TERM AND RENEWAL.

This Agreement shall be in full force and effect as of January 11, 1973 and shall remain in effect to and including December 31, 1974, 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 hereunto set their hands and seals at Wildwood, New Jersey, on this _____ day of _____, 1973.

CAPE MAY COUNTY LODGE #7
FRATERNAL ORDER OF POLICE

CITY OF WILDWOOD,
CAPE MAY COUNTY, NEW JERSEY

By: Albert Johnson Pres.

By: George J. Mazurini Mayor

ATTEST:

ATTEST:

By: Lewis F. Rausinowski

By: _____