

A G R E E M E N T

between

**FRATERNAL ORDER OF POLICE LODGE #7
(SUPERIOR OFFICERS)**

and the

CITY OF SEA ISLE CITY

JANUARY 1, 2015 through JANUARY 1, 2018

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THIS AGREEMENT entered into November 23, 2015 and between the City of Sea Isle City in the County of Cape May, a Municipal Corporation of the State of New Jersey, hereinafter called the "City" and the Fraternal Order of Police Lodge No. 7, Superior Officers, hereinafter called the "FOP" or "Superior Officers".

WITNESSETH:

WHEREAS, that for the purpose of mutual understanding and in order that a harmonious relationship may exist between the City and the FOP and to the end that continuous efficient service will be rendered to and by both parties, for the benefit of both:

NOW, THEREFORE, IT IS AGREED as follows:

CITY: 

FOP: 

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ARTICLE I -- ASSOCIATION RECOGNITION

SECTION 1. The City hereby recognizes Fraternal Order of Police, Lodge # 7 (hereinafter "FOP"), as the sole and exclusive representative of all permanent officers of the department of Police above the rank of Sergeant covered under this agreement, for the purpose of bargaining with respect to rates of pay, wages, hours of work and other working conditions.

SECTION 2. The title "Policeman" shall be defined to include the plural as well as the singular and to include males and females, uniformed members and uniformed members assigned to plain clothes.

ARTICLE II -- LEGAL REFERENCE

SECTION 1. Nothing contained herein shall be construed to deny or restrict any Policeman such rights as he/she may have under any other applicable laws and regulations. The rights granted the policeman shall be deemed to be in addition to those provided elsewhere.

SECTION 2. If any provision of this agreement or any application of this agreement to any member or group of members is held to be contrary to law, then such provision and application shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions and applications contained herein shall continue in full force and effect. In the event any provision as aforesaid is deemed to be invalid, then the parties hereto agree to meet immediately for the purpose of negotiating a provision to replace said invalid provision.

SECTION 3. The provisions of this agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of Federal, State and Local Laws, except as such particular provisions of this contract lawfully modify existing Federal, State and Local laws.

ARTICLE III -- MAINTENANCE OF STANDARDS

SECTION 1. All conditions of employment relating to wages, hours of work and general working conditions presently in effect for members shall be maintained at not less than the standards now in effect and the conditions shall be improved wherever specific conditions for improvements are made in this agreement.

ARTICLE IV -- ASSOCIATION REFERENCES AND MEMBERSHIP

SECTION 1. The employer agrees to grant time off in accordance with N.J.S.A. 11A:6-10 and N.J.S.A. 40A:14-177 to any employee designated by the FOP to attend local, state, or national meetings or conventions or to serve in any capacity on other FOP business provided seventy-two (72) hours' written notice is given herein to the employer by the FOP.

SECTION 2. Authorized Representatives of the FOP shall be permitted to visit Police Headquarters or the office of the Director of Public Safety for the purpose of ascertaining whether or not this Agreement is being observed. This right shall be exercised reasonably, subject to forty-eight (48) hours notice.

SECTION 3. During negotiations, the FOP Representatives so authorized by the FOP, not to exceed two (2), shall be excused from their normal duties with pay for such periods of negotiations as are reasonably necessary. Every effort shall be made to insure that meetings will beheld when members are off-duty.

SECTION 4. The Labor & Management Council shall be continued. This Council shall strive to increase the quality of work standards, promote employee development and mutual trust and communication. This Council shall include but not be limited to the Director of Public Safety; Chief of Police; FOP representative; members of the superior officers, not to exceed two (2); and members of the rank and file, not to exceed three (3). Members of the Council shall meet monthly.

ARTICLE V -- RETENTION OF CIVIL RIGHTS

Members shall retain all civil rights under New Jersey State Law and Federal Law.

The Employer agrees to comply with the mandatory provisions of relevant state and federal laws prohibiting discrimination in the workplace.

The Employer and the Union agree not to interfere with the rights of Employees to become or not to become members of the Union and further that there shall be no discrimination or coercion against any employees because of Union membership or non-membership.

ARTICLE VI -- RETIREMENT

SECTION 1. Members shall retain all pension rights under New Jersey law and applicable ordinances of Sea Isle City.

SECTION 2. If an employee retires due to a job-related permanent sickness, illness or injury, the City shall continue in full force and effect the insurance coverage enjoyed by the members of the bargaining unit, Dental Program, Prescription Plan and Eyeglass Plan for that employee and his/her dependents until the death of that employee. In order to qualify for this benefit after a job-related permanent sickness, illness or injury, the employee must have no right (with or without employee contribution) to health insurance (or its equivalent) from subsequent employment.

SECTION 3. If an employee is forced to retire due to a non-job-related permanent sickness, illness or injury after twenty-five (25) years of service, the City shall continue in full force and effect the coverage listed in Section 2, subject to the same qualifications set forth in Section 2.

SECTION 4. When an employee retires according to the rules and regulations of the Police and Firemen's Retirement System, more specifically, under the terms of the Service Retirement Benefit with twenty (20) years of service credit or the Special Retirement Benefit, the City shall continue to compensate the employee for the medical benefits listed in Section 2 of the article, and in addition, cover his or her spouse until spouses death or remarriage. Additionally, the City shall cover the employee's dependent children until their twenty-third (23rd) birthday regardless of college. The

above section will take place provided the employee has twenty (20) years service credit with the City of Sea Isle City, and twenty-five (25) years service credit, as required under N.J.S.A. 40A:10-23.

SECTION 5. Upon a retiree's eligibility to Medicare, the City's health coverage shall become secondary coverage. The City shall reimburse Medicare Part B to eligible retirees that receive healthcare coverage from the City. Medicare Part B shall be reimbursed to all Medicare-eligible retirees.

SECTION 6. If an officer is killed in the line of duty, the City shall continue to provide in full force and effect all insurance benefits as specified in Sections 1, 7, 8, and 9 of Article XIII for the officer's spouse until his or her death or remarriage, whichever comes first, and for the officer's children until each reaches his or her twenty-first (21st) birthday of his or her twenty-third (23rd) birthday if actively attending an accredited college.

ARTICLE VII -- EXTRA CONTRACT AGREEMENT

The City agrees not to enter into any other agreement or contract with its members who are covered hereunder, individually or collectively in any way which conflicts with the terms and provisions of this Agreement.

CITY: CG

FOP: TM

ARTICLE VIII -- HOURS AND OVERTIME

SECTION 1. The work cycle of the superior officers of the Police Department shall consist of forty (40) hours. A superior officer assigned to the detective bureau's work week shall consist of forty (40) hours.

SECTION 2. Base salary shall be computed based on forty (40) hours.

SECTION 3. Overtime shall be paid for all hours worked in excess of eight (8) hours in any one day and/or for hours worked on an employee's scheduled day off at the rate of time and one-half of the employee's regular rate of pay.

SECTION 4. It is understood that the employees and the City are governed by the Fair Labor Standards Act (FLSA) and the terms and conditions of the negotiated Agreement. It is further agreed between the employees and the City that the employees will not receive compensatory time in lieu of paid overtime except where agreed to and outlined in Section 13 of this Article.

SECTION 5. In computing overtime, any employee working one (1) to fifteen (15) minutes shall be paid for fifteen (15) minutes overtime; sixteen (16) to thirty (30) minutes shall be paid for thirty (30) minutes overtime; thirty-one (31) to forty-five (45) minutes shall be paid for forty-five (45) minutes overtime; forty-six (46) to sixty (60) minutes shall be paid for one hour overtime.

SECTION 6. If an employee other than a Detective is called to duty on his/her day off, or he/she is called or recalled, he/she shall be paid for all hours worked and shall be guaranteed a minimum of four (4) hours at time and one-half of his or her regular rate of pay. Because of the guaranteed four (4) hours, it is expected that the employee will actually work the four (4) hours. However, if a Detective is called to duty, he/she shall receive time and one-half his regular rate of pay for all that period of time worked.

SECTION 7. All police personnel shall report to their assigned post within thirty (30) minutes after being notified by the dispatcher or superior officer.

SECTION 8. For the purpose of computing time worked on recall and/or days off, an employee shall be considered on duty from the time he/she is notified by the dispatcher or superior officer, provided that he/she reports to work in fifteen (15) minutes.

SECTION 9. If an employee is required to report prior to his/her scheduled shift, he/she shall be paid at the rate of time and one-half his/her regular rate of pay for all that period of time.

SECTION 10. The City agrees to eliminate and not institute odd steady shifts. The parties hereto, however, may agree in writing to modify this section provided both parties agree.

SECTION 11. Pre-scheduled overtime shall be offered to permanent employees of the department first and shall, among these permanent employees, be offered on the basis of seniority. All other

overtime shall be offered first to those permanent employees, on the basis of seniority, who are immediately available (on duty) to perform the overtime work, provided, however, every permanent employee, regardless of seniority, shall be offered equal opportunity for overtime on a rotating basis.

SECTION 12. In the event an employee attends training, it is agreed that his work schedule may be adjusted and/or reduced in order to insure that said officer is not scheduled to work in excess of a total of eighty (80) hours in a fourteen (14) day cycle, inclusive of the training time.

ARTICLE IX --VACATIONS

SECTION 1. All vacations shall be taken between the Monday after Labor Day and June 30 of the following year. Vacations shall be chosen by the officers, first by rank and then in the order of permanent Civil Service time with the Police Department. No vacation time will be taken during the Memorial Day weekend, which shall be defined as 4:00 PM of the Friday prior to Memorial Day until Midnight Monday, Memorial Day. Employees are allowed to utilize five (5) vacation days during the summer as a five (5) day group as provided for in Article VIII of the contract.

SECTION 2. Employees shall submit their request for ten (10) days of vacation time by August 15 of each year and the Chief or his/her designee shall respond to the request by Labor Day. In the event an employee's request is unacceptable, he/she shall submit a new request by September 15 and a final decision shall be rendered by September 30. The balance of the employee's vacation may be used with a two (2) day notice pending the approval of the employee's immediate supervisor and the Chief of Police or his designee. This request may be granted for up to five (5) continuous days. In the event of an emergency situation, the immediate supervisor shall be able to grant one (1) vacation day with one (1) calendar day of notification. However, the supervisor must insure that sufficient personnel are scheduled to allow for the vacation day. Any vacation days not used by June 30 will be forfeited, except those days that are scheduled and denied after May 31, which shall be added to the following year's vacation. If any vacation day is denied due to scheduling or sick leave prior to May 31, the employee must attempt to reschedule that vacation prior to June 30. If, due to scheduling or illness that is impractical, then those vacation days may be added to the following

year's vacation.

SECTION 3. An employee joining the Police Department shall be entitled to one (1) vacation day for each month of service during the remainder of the calendar year following the date of his/her employment. Thereafter, each officer shall receive the following number of hours of vacation leave:

1 year to 5 years, inclusive	15 days
6 years to 10 years, inclusive	18 days
11 years to 20 years, inclusive	23 days
21 years and over	27 days

All such hours earned above/below a multiple of eight (8) shall be paid to the employee at straight time in the last paycheck of the year in which it is earned.

SECTION 4. If a member requires hospitalization while on vacation, he/she may charge said hospital time against his/her sick leave rather than his/her vacation time.

SECTION 5. The employee shall choose his/her first choice on the basis of rank and then Civil Service seniority, but shall wait until all employees have picked their first choice before he/she picks his/her second and so on. Any employee that has pre-scheduled his/her vacation shall not be unreasonably denied that vacation due to the request of a vacation day from another member.

ARTICLE X -- HOLIDAYS

SECTION 1. The following holidays shall constitute compensatory time off:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Election Day
Easter	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Martin Luther King, Jr's Birthday

SECTION 2. In addition, whenever any other City employee is granted time off in observance of any Federal, State or Local Holiday, or proclamation by the Board of Commissioners, with the exception of particular emergency situations, the members of the Police Department shall receive equal time off.

SECTION 3. Each employee shall receive one hundred twelve (112) hours of holiday leave each year (14 – 8 hr. days). Employees scheduled to work on a holiday shall receive an additional four (4) hours of compensation vacation time in addition to compensation time presently granted for holidays annexed to vacation time. All hours so earned below any multiple of eight (8) shall be paid to the employee at straight time in the last paycheck of the year in which it is earned.

ARTICLE XI -- INJURY LEAVE

SECTION 1. If a member is incapacitated and unable to work because of a job-related injury, he/she shall be entitled to injury leave up to one (1) year with full pay during the period in which he/she is unable to perform his/her duties as mutually certified by the employee's own doctor and the doctor designated by the City.

SECTION 2. Employee shall turn over to the City any temporary compensation monies received by the employee while being paid by the City.

ARTICLE XII -- SICK LEAVE

SECTION 1. Sick leave shall be accumulated at the rate of fifteen (15) days per year.

SECTION 2. If a member retires without using up his/her accumulated sick leave, he/she shall be compensated for all of said sick leave at his/her regular rate of pay at the time of retirement to a maximum of Fifteen Thousand Dollars (\$15,000.00). In the event any employee dies without using his/her accumulated sick leave, his/her estate shall be compensated for all of the unused sick leave at the employee's regular rate of pay at the time of death, up to a maximum of Fifteen Thousand Dollars (\$15,000.00).

SECTION 3. While a member is using his/her accumulated sick leave prior to retirement, he/she shall not be entitled to additional sick leave, holidays or vacation days for that period of time.

SECTION 4. Any salary increases which are given to the regular and temporary employees of the Police Department shall also be given to any member absent because of sick leave.

SECTION 5. Employees out sick shall first utilize any and all accumulated sick leave available to them. Following that, employees shall be entitled to one (1) year's sick time with pay. Such "extended sick leave" shall only be granted upon submission of written medical documentation from the employee's personal physician (or hospital) and from a physician of the City's choosing from whom such authorization shall not be unreasonably withheld.

An employee shall be entitled to a total of one (1) year's extra sick time within a three (3) year period. The three year period shall commence at the time any part of the extended sick leave is first utilized. It shall end three (3) years from that date.

The provision shall only apply to employees with greater than one (1) year of Civil Service permanent status.

The employee has the option to (A) deduct, at the time of termination from employment, all extended sick time from unused accumulated sick leave pay otherwise due the employee, or (B) convert portions of any accumulated time (vacation, sick, compensatory or personal days) or any other paid leave allowed by contract to repay the sick time debt owed to the City. This can be done any time prior to retirement.

SECTION 6. Any employee who becomes ill while on duty and goes home sick shall receive credit for working. Such credit shall be received as follows:

(a) any employee who becomes ill during the first four (4) hours while on duty and goes home sick shall receive the credit for working four (4) hours.

(b) any employee who becomes ill during the second four (4) hours while on duty and goes home sick shall receive credit for working the full shift.

ARTICLE XIII -- HEALTH AND WELFARE PROGRAM

SECTION 1. The City shall provide the State Health Benefits Plan, Direct Access 10 for each employee and the employee's family through the end of calendar year 2015. The City shall provide the State Health Benefits Plan, Direct Access 15 for each employee and the employee's family for calendar years 2016 and 2017, respectively. However, the City reserves the right to change health care providers so long as substantially the same benefits are provided.

Medical and prescription health benefits to be provided through State Health Benefits Plan, Direct Access 10 through the end of calendar year 2015, and through State Health Benefits Plan, Direct Access 15 through the end of calendar years 2016 and 2017, respectively, and prescription drug card plan (generic \$3; brand \$10). Dental and vision coverage to remain as current.

a. In the event there is a drug that is prescribed that requires a coverage review, and the coverage review deems that the medicine is not covered by SHBP and a suitable therapeutic equivalent is not available as agreed by the member's attending physician, the City will reimburse for the cost of that drug, so that the employee's maxim cost exposure is \$10.

b. For medical procedures deemed medically necessary, coverage and eligibility reimbursement payment amounts in effect for the 2015 – 2017 appropriate plan year under SHBP will be maintained. The City shall ensure that substantially the same benefits are provided. The City agrees to maintain a reserve fund for the purpose of direct dispersal of monies in accordance with this provision. Administration of this provision shall be by a third party administrator mutually agreed upon by the City and FOP-Lodge #7.

c. Provide coverage for utilization of labs that are not within the SHBP, with the condition that reimbursement for labs outside the SHBP network will only be made in the event of a medical necessity, as per the order of the prescribing physician.

SECTION 2. The City shall provide Five Thousand Dollars (\$5000.00) life insurance policy to each employee. Coverage shall also include double indemnity if the employee is killed in the line of duty. The employee shall designate the beneficiary to the policy.

SECTION 3. The City shall provide a Dental Plan for all employees and their dependents, as currently provided. Dental coverage shall be Three Thousand Dollars (\$3,000) maximum plus Two Thousand Dollars (\$2,000) ortho rider to age 23.

SECTION 4. The City shall provide an Eye Plan for all employees and their dependents as in effect on November 23, 2015.

SECTION 5. If an employee requires a medical service due to a work-related injury or sickness, the City shall reimburse the employee the IRS rate and tolls for transportation to and return from this service.

SECTION 6. The parties recognize New Jersey State mandated contributions by public employees to health care costs. All active employees shall have deducted (pre-tax) via payroll deduction under

the Section 125 Plan any amount paid to the City for their health insurance contribution pursuant to P.L. 2001, Ch. 78.

SECTION 7. Employees of the City that are married/civil union shall be provided with one medical plan as long as married/civil union. Both shall be included on the one healthcare plan and shall not be afforded the opt-out payment herein. However, both are independently entitled to coverage and upon dissolution/termination of the marriage/civil union each shall be afforded a separate medical plan. Employees shall have the option to opt out of the health insurance, consistent with state and federal law and be paid \$5,000 or 25% of the health insurance premium, whichever is less.

If permissible under the NJSHBP the City shall designate the lesser-paid spouse as the primary healthcare benefactor.

ARTICLE XIV -- EXCHANGE OF DAYS OFF

The Chief, or superior officer in charge on the absence of the Chief, may grant the request of any member of the Department to exchange hours, duties, or days off. Such request shall be granted on a uniform basis with standard rules and regulations applying to all members who make this request.

ARTICLE XV -- POLICE EQUIPMENT

SECTION 1. The City shall provide the new or like new full required uniform for all employees.

The full required uniform shall consist of:

- | | |
|--|---|
| One (1) hat | |
| Two (2) ties | One (1) pair hand cuffs |
| Two (2) pairs of summer pants | Two (2) cuff keys |
| Two (2) pairs of winter pants | Two (2) regulation badges |
| Three (3) summer shirts | One (1) hat badge |
| Three (3) winter shirts | Two (2) metal name plates |
| One (1) regulation belt & buckle | |
| One (1) holster | Two (2) identification cards |
| One (1) handcuff holder | One (1) metal summons book holder |
| | One (1) portable radio with hand held mike and charging unit |
| One (1) Sam Browne (dress) belt | One (1) high quality flashlight with nickel/cadmium batteries |
| One (1) pair of black shoes | One (1) bullet proof vest with shock plate (Officer's choice of manufacturer) |
| One (1) pair of knee-high rain boots | Two (2) sets of collar brass (badge number) |
| One (1) regulation Rain coat with rain cap | One (1) set foul weather gear |
| One (1) regulation winter coat | |

SECTION 2. The City shall provide the following funds for new clothing and equipment and replacement and maintenance of such clothing and equipment:

2015	\$1,700.00
2016	\$1,700.00
2017	\$1,700.00

Clothing allowance monies shall be paid with the last paycheck in January and with the last paycheck in May.

This allowance shall apply only to those employee who have more than one (1) year of service, and shall also apply to employees who are on detached assignment. If this allowance is used to purchase a duty weapon, the weapon shall be registered to and owned by the City for the exclusive use of the officer involved.

SECTION 3. All uniforms and clothing damaged in the line of duty shall be replaced by the City after inspections and certification by the officer in charge of uniforms.

SECTION 4. All personal items that are damaged, destroyed or lost in the line of duty which are not covered by insurance shall be replaced by the City after inspection and certification by the Chief of Police or his designee. The City's liability shall not exceed more than Two Hundred Twenty Five Dollars (\$225.00) per incident. Eyeglasses and contacts damaged or destroyed in the performance of duties shall be replaced by the City at equal value. Upon presentation of estimate of said loss, the City shall reimburse employee for replacement of damaged or destroyed item.

SECTION 5. The Code of Dress shall be at the Chief's discretion. However, members shall be permitted to remove uniform hats while in Headquarters and in radio cars. Metal name plate may be worn on dress blouse.

SECTION 6. In the event that the City originates any change in the present uniform or any part thereof, or requires as a result of promotion a new uniform, then the cost due each member as a result of that change shall be borne by the City, and shall not be considered as part of the yearly

clothing allowance.

SECTION 7. The City agrees to maintain and replace radios, flashlights, and vests in accordance with manufacturers and National Institute of Justice's recommendations, unless the equipment is abused or neglected by the employee.

SECTION 8. The City shall provide and maintain a water cooler to be placed in the squad room. This water cooler would be consistent with those supplied to other City departments.

ARTICLE XVI -- PAID LEAVE

SECTION 1. Employees shall be granted time off by the Chief of Police, or superior officer in the Chief's absence, without deduction from pay or time owed for the following requests. This time off will not apply during vacation leave or sick time, but if additional time is needed, it can be charged against vacation or holiday time.

(a) Death in the immediate family. From the date of death up to seven (7) days, provided the employee actually attends the funeral.

(b) Serious illness in the immediate family. From the date of illness up to three (3) days. Serious illness shall be defined as any illness requiring hospitalization, surgery, confinement to intensive care, childbirth, emergency care or any other illness which a duly qualified physician or designee will certify to be life threatening or contagious, or provided that the employee is actually needed by the relative to perform necessary services and, in fact, performs said services.

(c) Immediate family shall include: spouse, domestic partner, children, stepchildren, foster children, child of a domestic partner, mother, father, brother, sister, stepmother, stepfather, mother-in-law, father-in-law, son/daughter-in-law, grandmother, grandfather, grandchildren, great grandchildren, aunt, uncle, great grandmother/father, niece, nephew, brother/sister-in-law, first cousin and foster parents or relatives living under the same roof.

(d) In the event of a Baptism, First Communion, Confirmation, Graduation or Marriage (or similar event) in which the employee is a participant or his or her attendance is needed on behalf of a child or member of the immediate family, one (1) day shall be granted.

SECTION 2. Official leaves of absence, with or without pay, may be granted by the Director of Public Safety.

SECTION 3. Each employee shall be granted eight (8) personal days off annually, with no loss of compensation. The days off shall be given to the employee with the understanding that he/she will be credited with attending three (3) of four (4) departmental meetings. Personal days off shall be requested at least forty-eight (48) hours before the requested time off. Requests for such time off shall not be unreasonably denied.

ARTICLE XVII -- MILITARY LEAVE

Military leave shall be granted pursuant to State and Federal statute and regulations.

ARTICLE XVIII -- GRIEVANCE PROCEDURE

The purpose of the grievance procedure shall be to settle all grievances between the City and the FOP and members as quickly as possible, so as to assure efficiency and promote members' morale. A grievance is defined as any disagreement between the City and members of the FOP involving the interpretation, application or violations of policies, agreements and administrative decision affecting them. All grievances shall be processed as follows:

(a) Each grievance shall first be discussed with the members involved and the FOP representative. The Chief of the Department, or superior officer in the Chief's absence, shall be given a written notice of the grievance signed by the individual involved and FOP representative with a copy to the City Administrator. A grievance must be filed within twenty (20) business days of the occurrence of the event giving rise to the grievance. An answer shall be made to the individuals involved within fifteen (15) business days by the Chief or his or her designated representative. A business day shall be defined as any day that is not a Saturday, Sunday or legal holiday.

(b) If the Chief of Police denies the grievance, it may be submitted in writing to the City Administrator within fifteen (15) business days of said denial. The City Administrator shall have fifteen (15) business days to either grant or deny the grievance in writing, stating the reasons therefor.

(c) Grievances shall be filed by either party by electronic mail to an agreed-upon address, by hand-delivery, by facsimile to a pre-designated fax number, or by certified mail. Where grievances (or responses thereto) are filed by either party by certified mail, the postmark shall be considered the

date on which the grievance (or response) is filed, but the date on which the certified return receipt is signed shall be deemed the date on which the time to respond or to take other appropriate action under this section commences.

(d) A written response shall be required at each step of the grievance procedure, with a substantive explanation accompanying any denial.

(e) If the grievance is not settled through steps (a) and (b), either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employees Relations Commission.

The arbitrator shall have the full power to hear the dispute and make a final determination which shall be binding on all parties. The cost of arbitration shall be borne by the City and FOP equally.

ARTICLE XIX – COMMENDATIONS

SECTION 1. Two (2) days compensatory time off shall be granted to an employee who has received a recommendation for commendation from the Chief of Police, with the approval of the Director of the Department of Police, or who has received a commendation from the Director of Department of Police or the Mayor.

SECTION 2. A five-member committee shall be established for the purpose of awarding commendations. This committee shall consist of the Director of the Department of Police, Chief of Police, FOP Representative, and two (2) other members of the superior officers unit, elected by the bargaining unit. This committee will meet when recommendations for commendation are brought to their attention to determine if they fall within the limits of the accepted merit system. Nothing contained herein shall be construed to deny or restrict the Director of the Department of Police, the Mayor, the FOP or any other civic organization from presenting an employee with an award of commendation of valor.

ARTICLE XX – POLICE CARS

SECTION 1. The City shall repair or replace any unsafe vehicle immediately. Employees shall not be required to operate any unsafe vehicle.

SECTION 2. All cars which are used for patrol duty shall be the "Police Package" cars, equipped with police-accepted tires.

SECTION 3. In addition to the "Police Package", each patrol vehicle shall be equipped with the following equipment: ten (10) thirty minute flares; one (1) fifteen pound fire extinguisher; detachable life saving device; two (2) disposable gloves; one (1) shotgun lock; in-car trunk release; safety shield; air conditioning; one (1) industrial first-aid kit; rear door knobs with handles removed; tinted windshield; roll bar combination; rear defroster; alley lights; PA system, siren, electronic audio warning device to replace a siren or to be used in conjunction therewith; one (1) pry bar; one (1) oxygen bottle; ceiling light over front seat; one (1) radio; one (1) "sonic" light bar; blanket. Shotguns shall be placed in the front seat of the patrol cars with applicable locks for restraints.

Any vehicle purchased by the City shall also include cloth seats, spot lamps aimable from inside the vehicle, AM/FM radios, and shall be equipped with automatic transmission and air conditioning.

ARTICLE XXI -- WAGES

SECTION 1. The City agrees that the wage rates for employees under this Agreement shall be increased during the term of this Agreement as follows:

January 1, 2015	1.8% across-the-board-increase
January 1, 2016	1.8% across-the-board-increase
January 1, 2017	1.8% across-the-board-increase

Salary increases shall be retroactive to January 1, 2015. "Retro" checks shall be issued within a reasonable period of time after ratification of this Agreement by both parties

Please refer to attached appendix for calculation of wages.

SECTION 2. Effective ninety (90) days from the date of ratification by both parties of this contract, payroll shall be made via direct deposit only.

SECTION 3. Supervisory Differential Rate. Anyone acting in a supervisor's capacity (i.e., Patrolman for Sergeant, Sergeant for Lieutenant, etc.) will receive the pay scale equal to that rank commencing after having served in the higher rank for a total of fifteen (15) consecutive eight (8) hour working days, in any one calendar year unless otherwise provided for by the rules of the New Jersey Department of Personnel for Police Officers. This provision is retroactive to the first day.

SECTION 4. Superior officers assigned to the Detective Bureau shall receive Two Thousand Dollars (\$2,000.00) added to the base salary.

ARTICLE XXII -- LONGEVITY BONUS

SECTION 1. Only existing employees hired as of May 11, 2010 shall receive longevity pay pursuant to the present schedule. Longevity shall be based upon the member's base salary and shall be paid on the anniversary date of his or her employment. The intention of this Agreement is to phase out longevity bonus.

SECTION 2. The rate shall be as follows:

0 through completion of 4th year	0%
5th through the completion of the 8th year	2%
9th through the completion of the 12th year	4%
13th through completion of the 16th year	6%
17th through completion of the 20th year	8%
21 years and up	10%

ARTICLE XXIII -- COURT APPEARANCES

SECTION 1. If an employee is required to appear in Municipal Court, he or she shall be guaranteed two (2) hours of overtime to be paid at one and one half times the employee's regular rate of pay. If the employee is required to remain in Municipal court beyond the two hour minimum, he or she shall be paid for all time in excess of two (2) hours at one and one half times the regular rate of pay.

SECTION 2. If an employee is required to appear in any Court or agency hearing other than Municipal Court, he or she shall receive one and one half times the regular rate of pay for all hours worked and he or she shall be guaranteed a minimum of four (4) hours pay. However, he or she will be subject that day to work assignments for any difference between court time and the minimum hours paid.

SECTION 3. If an employee is in attendance for a period exceeding four (4) hours, he or she shall be reimbursed for meals not to exceed Ten Dollars (\$10.00).

SECTION 4. The overtime rate of pay for court or agency appearances in Sections 1 and 2 of this article shall be paid only when such time constitutes actual overtime. If the court or agency appearances occur during hours worked that do not constitute overtime, an employee shall be paid for such time at his or her regular rate of pay.

SECTION 5. If an employee has to use his or her own vehicle to attend Court, he or she shall be reimbursed at the IRS mileage rate, tolls and Ten Dollars (\$10.00) meal limit on meals if the employee is out of town. The Ten Dollars (\$10.00) meal limit specified in this section shall only apply when it is out of the County.

ARTICLE XXIV -- SCHOOLS

SECTION 1. The employees shall be paid at their regular rate of pay for attendance at Police-related schools when assigned by the Police Department.

SECTION 2. The City shall reimburse all employees for meals for out of county schools at a rate of Thirty Five Dollars (\$35.00) per diem. The City shall reimburse all employees for meals for in-county schools not to exceed Ten Dollars (\$10.00) per diem. If a lunch is offered at an in-county school, the employee shall not be reimbursed for meals. When an employee has to use his or her own vehicle to attend such schools, the prevailing IRS rate per mile for all miles driven, and all tolls shall be reimbursed by the City.

SECTION 3. The City shall reimburse for all tuition, books, lab materials and any other expense the employee has while attending schools, including college, and taking subjects which directly relate to the employee's job. The Sea Isle City FOP representative, the Director of the Department of Police and the Chief of Police shall meet to agree upon approved courses for which this Section shall apply.

SECTION 4. In addition to his or her regular salary, the City shall pay an additional Fifteen Dollars (\$15.00) for each successfully completed Police-related college course credit toward a Law Enforcement degree and said sum shall be made part of base salary. In order to be eligible for this salary increase, the employee must meet, in advance, with the Director of the Department of Police

and the Chief of Police who must approve the course(s) to be taken. The meeting will be held within ten (10) days after the employee submits a written request for such meeting to the City Clerk. Such approval shall not be denied so long as the course is required by an accredited institution in order for the candidate to earn his Law Enforcement degree. It is expressly understood, however, that no course required by the New Jersey State Police Academy as a condition of permanent appointment to the Police Force nor any correspondence course shall qualify for credit under this section. It is further understood that no Officer shall be entitled to more than Nine Hundred Sixty Dollars (\$960.00) under this Section, or sixty-four (64) credits, unless or until the officer has received his or her Associate degree, nor more than One Thousand Nine Hundred Twenty Dollars (\$1,920.00), or one hundred twenty-eight (128) credits, under any circumstances.

Notwithstanding any provisions contained herein to the contrary, in the event that any present or future member of the bargaining unit successfully completed any Police-related college course toward a Law Enforcement degree prior to his or her enlistment with the Police Department of the City of Sea Isle City and said course has been approved by the Chief of Police and the Director of the Department of Police, upon the successful completion of three (3) years as a member of said bargaining unit, said employee shall receive a sum equal to Fifteen Dollars (\$15.00) per credit with the maximum of One Thousand Nine Hundred Twenty Dollars (\$1,920.00), or one hundred twenty-eight (128) credits. However, no employee shall be entitled to receive payment pursuant to this Section of any sum greater, in the aggregate, of One Thousand Nine Hundred and Twenty Dollars (\$1,920.00). Effective January 1, 1987, all new or present employees attempting to invoke this Section from this date on must enroll and remain in a program meeting the criteria of this Section to qualify for the Fifteen Dollars (\$15.00) per credit hour to the point where he or she

receives an applicable degree. If there is an interruption of more than one (1) year in the pursuit of the Degree, it must be for just causes. All those present employees receiving this bonus shall not be affected.

The City will continue to make payments as set forth in Section 3 herein to employees enrolled in a Masters or Ph.D. program, directly related to law enforcement. However, if an employee obtains a Masters or Ph.D. degree at the City's expense, the employee shall enter into a contract with the City to remain in the employ of the City of Sea Isle City Police Department for a period of three (3) years after obtaining said degree. If the employee voluntarily resigns from the Police Department within the aforementioned three (3) year period, he or she shall reimburse the City for all costs advanced by the City towards the Masters or Ph.D. degree, not including costs advanced toward the Bachelor's degree.

The City and FOP agree to create a committee to review Sections 3 and 4 herein to address concerns raised by the City and concerns raised by the Union with regard to these Sections.

SECTION 5. When the Chief of Police receives notice of availability of police training school, the Chief shall post a notice advising all members of the availability of said schools and the employees shall have an opportunity to review such list and choose the school(s) which they feel would benefit themselves and the Police Department. The Chief shall make every attempt to send the employees to the school which he or she desires to attend. If at all practicable and applicable, the Chief of Police or his or her designated Training Officers shall attempt to equalize the distribution training opportunities. If assigned to attend a scheduled four (4) hour school or seminar, the employee shall be considered to have fulfilled his/her scheduled shift assignment, provided that said employee

attends said school or seminar.

SECTION 6. If an employee attends an approved Emergency Medical Technician course, he or she shall be paid an additional Five Hundred Dollars (\$500.00) on the express condition that he or she presents proof of his or her completion of the course and qualification, the City further agrees to pay for the recertification fees of the Emergency Medical technician when required by law. The employee agrees that he or she will not allow his or her certification to lapse for the year in which it is paid for. Employees certified as "EMT-D" (trained in the use of a defibrillator) shall be paid an additional One Hundred Dollars (\$100.00).

SECTION 7. If an employee is acting as the Departmental Terminal Coordinator (TAC Officer) or as an Assistant Terminal Agency Coordinator, that employee shall be reimbursed in the amount of Five Hundred Dollars (\$500.00) for the Regular TAC Officer and Two Hundred Fifty Dollars (\$250.00) for the Assistant TAC Officer per year. This additional stipend shall be a part of said employee(s)' base salary for that year. If an employee is acting as a Computer Systems Administrator/TAC Oversight, that employee shall be reimbursed in the amount of One Thousand Dollars (\$1,000.00). This additional stipend shall be a part of said employee(s)' base salary for that year. If an employee is acting as AOC Coordinator/Oversight, that employee shall be reimbursed in the amount of Seven Hundred Fifty Dollars (\$750.00). This additional stipend shall be a part of said employee(s)' base salary for that year.

ARTICLE XXV -- RIGHTS

SECTION 1. Members of the Police Force hold a unique status as Police Officers in that the nature of their office and employment involves the exercise of the police powers of the municipality. The wide ranging powers and duties given the Department and its employees involve them in all manner of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the employees of the Department. These questions may require investigation by superior officers. In an effort to ensure that the investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

(a) All members shall be made aware of any reports or charges concerning them. He or she shall have the right to remain silent until he or she consults with an attorney or the FOP.

(b) The interrogation of a member of the Police Department shall be at a reasonable hour, preferably when the employee is on duty.

(c) The employee shall be informed of the nature of the investigation before any interrogation commences. If the informant or complainant is anonymous, then the employee shall be so advised. Sufficient information to reasonably appraise the employee of all the allegations should be provided. If it is known that the employee is being interrogated as a witness only, he or she should be so informed at the initial contact. The questioning shall be reasonable in length. Reasonable respites should be allowed. Time shall also be provided for personal necessities, meals, telephone calls and rest periods as are reasonably necessary. The interrogation of the employee may be recorded with the consent of the employee.

(d) The employee shall not be subject to any offensive language, nor shall he or she be

threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be construed to prevent the investigating officer from informing the employee of the possible consequences of his acts.

(e) If an employee is under arrest or is likely to be, that is, if he or she is a suspect or the target of a criminal investigation, he or she shall be given his or her rights pursuant to the current decisions of the United States Supreme Court.

(f) Employees shall not be suspended or suffer any loss in benefits until after the employee has had a departmental hearing and has been found guilty, except in cases of severe nature where the suspension of the employee is required for the safety and welfare of the public or the Department. If the suspension is immediate, then a departmental hearing shall take place as soon as possible.

(g) A member who is the subject of disciplinary investigation may not be required to prepare reports which may deal with the subject matter of the investigation until after he or she has had reasonable opportunity to consult with his or her own attorney.

(h) All departmental hearings shall be in compliance with the New Jersey Department of Personnel laws and regulations and the New Jersey Law Enforcement Officers Protection Act.

SECTION 2. Every employee shall be entitled to inspect his or her personnel file at any reasonable time on notice to the Chief. This file will be kept in the Chief's office so as to allow the employee more time to inspect the file. Letters of Indebtedness and reports of material not used in Department charges should not be kept in this file. All personnel file material is to be kept strictly confidential. No separate personnel file shall be established which is not available for an officer's

inspection.

No access to the personnel file of an employee by an individual outside of the Police Department is to be allowed without written authorization by the employee. Phone numbers and addresses of employees shall be confidential and shall not be kept in view of the public. No person shall be permitted to disclose the phone numbers of employees to anyone who is not a member of the Sea Isle City Police Department.

SECTION 3. The City shall provide liability coverage for its Police Officers for acts arising out of and during the course of employment to the same extent it provides for itself. The City shall provide false arrest and false imprisonment insurance. The City agrees to indemnify a Police Officer for any judgment resulting out of any act arising out of and during the course of employment in excess of the then existing insurance policy limits.

SECTION 4. The City shall provide legal advice and counsel to each member pursuant to N.J.S.A. 40A:14-155 and the New Jersey Law Enforcement Officers Protection Act.

SECTION 5. Every employee shall receive a forty-five (45) minute meal period for each shift between June 15 and September 15. Between September 16 through June 14, every employee shall receive one (1) hour. Employees shall also receive two (2) ten (10) minute coffee breaks for each shift. When there are two officers in each car, only one will eat or go on break at a time. When an employee is required to work straight through his or her extended shift for a period of eight (8) hours, he/she shall be entitled to another meal period for and of a time determined by the

aforementioned dates, and if the extended shift goes beyond two (2) hours, then he/she shall also be entitled to another coffee break.

SECTION 6. Employees shall have the right to switch tours of duty and hours of duty with other employees of equal rank, provided the Chief, or any officer acting on his or her behalf, gives his or her approval. Such approval shall not be reasonably withheld and shall not be applied discriminatorily.

SECTION 7. All paychecks shall be available at the dispatcher's desk at 12:01 a.m. on payday. When payday falls on a holiday or weekend, the last banking day prior to the holiday or weekend shall be considered payday. If possible and feasible with current pay procedure, paychecks will be issued on the same day of the week every two weeks. The city shall be held harmless for any failures of the computer causing a delay in issuance. This paragraph shall be read to be consistent with Article XXI Section 2 recognizing all pays shall be direct deposit within 90 days of execution.

SECTION 8. The City agrees to have a maintenance man for the Department for the purpose of cleaning the station, patrol cars, and to perform light repairs to both. No employee shall be required to perform any mechanical or maintenance work, unless the employee so agrees.

SECTION 9. The City shall provide as soon as possible a locker for every employee. These lockers shall no be smaller than the lockers already in use.

SECTION 10. The City shall permit the FOP to supply a soda machine in Police Headquarters with the profits going to the FOP.

SECTION 11. Employees shall be entitled to engage in any lawful activity and obtain any lawful work while off duty provided such work does not conflict with their responsibilities and duties as a Police Officer.

ARTICLE XXVI -- WEAPONS

All weapons shall be maintained in good working order. If a weapon is defective, the City shall have the weapon repaired immediately at no expense to the employees.

ARTICLE XXVII -- STANDARDS OF PROCEDURE

The Sea Isle City FOP representative, its members, the Chief of Police, the Director of the Department of Police and the City of Sea Isle City agree to abide by the Police Department Standard Operating Procedure as adopted by Sea Isle City Ordinance No. 839, along with any negotiated amendments, and the provisions as set forth in the New Jersey Law Enforcement Officers Protection Act.

CITY: 

FOP: 

ARTICLE XXVIII -- MANAGEMENT RIGHTS

It is recognized that the management of the City of Sea Isle City, the control of its properties and the maintenance of order and efficiency, is a right and responsibility of the City of Sea Isle City.

The City hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred and vested in it by the laws and Constitutions of the State of New Jersey and the United States, the exercise of which is limited only by the specific and express terms of this Agreement and that only to the extent that such specific and express terms and their exercise hereof are in accordance with the law.

Nothing contained herein shall be construed to deny the City of its rights, responsibilities and authorities under N.J.S.A. 40:1 et seq., N.J.S.A. 40A:1-1 et seq., N.J.S.A. 11:1-1 et seq. or any other National, State or County law.

ARTICLE XXIX -- SAVINGS BONDS

Upon the establishment of an appropriate payroll deduction arrangement and written authorization of a police officer covered by this Agreement on a form approved by the City, the City shall cause the deduction so authorized in the amount so specified by the employee from his or her pay check for the purchase of United State Savings Bonds for said employee.

ARTICLE XXX -- MISCELLANEOUS

SECTION 1. Establishment of Light Duty and Maternity Leave Policies – The City has established a light duty policy and maternity policy. Both policies are accepted by the Union.

SECTION 2. The City agrees to incorporate prior governmental employment into employment time with the City of Sea Isle City with respect to the following officer.

1. Anthony Garreffo

ARTICLE XXXI – TERM OF AGREEMENT

This Agreement shall be effective as of 12:00 a.m. January 1, 2015, *nunc pro tunc*, and shall terminate at 12:01 a.m. on January 1, 2018. This Agreement shall remain in full force and effect until the completion of a new and successive Agreement.

IN WITNESS THEREOF, the parties hereto have caused these presents to be properly signed and sealed this 18th day of January, 2017.

FRATERNAL ORDER OF POLICE
LODGE #7, SUPERIOR OFFICERS,
CITY OF SEA ISLE CITY

CITY OF SEA ISLE CITY

BY: [Signature]
Thomas McQuillen, President

BY: [Signature]
Leonard C. Desiderio, Mayor

Attest:

Attest:

BY: [Signature]
Anthony Garreffo, Vice President

BY: [Signature]
Cindy L. Griffith, City Clerk