

AGREEMENT

Between

THE CITY OF VINELAND

A Municipal Corporation of the State of New Jersey

&

VINELAND POLICE CAPTAINS ASSOCIATION

An Employee Representative

January 1, 2011 through December 31, 2012

Changes are in **Bold**

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This Agreement dated **March 5, 2012** by and between the City of Vineland, a municipal corporation of the State of New Jersey, hereinafter referred to as the “City” and the Vineland Police Captains Association, herein after referred to as the “VPCA”.

Article 1 - Recognition

It is the intention of the parties that this Agreement be construed in harmony with New Jersey statutes, New Jersey **Civil Service Commission (CSC)** rules and regulations, City ordinances or Police Department rules and regulations, but no City ordinance or Police Department rule and regulations shall amend or alter any provision of this Agreement.

The City recognizes the VPCA as the sole and exclusive representative of those certain employees of the Police Department of the City of Vineland for the purpose of collective negotiations concerning wages, salaries and other terms and conditions of employment. For the purposes of this Agreement, an employee or employees are those employees in the following titles pursuant to Certification Docket No. RO-93-89 by the New Jersey Public Employment Relations Commission (PERC) dated December 28, 1992, as authorized by the New Jersey Employer-Employee Relations Act of 1968, as amended:

All police captains employed by the City of Vineland but excluding all sergeants, lieutenants, patrol officers, managerial executives, confidential employees, craft employees, professional employees and all other employees employed by the City of Vineland.

Article 2 - Management Rights

§1. It is recognized that the management of the City, the control of its properties, and the maintenance of order and efficiency, is a right and responsibility of the City, including the right to enforce rules and regulations, policies or other statements of procedure not inconsistent with this Agreement or the laws and constitutions of the State of New Jersey and the United States, whether or not such enforcement has occurred in the past.

Accordingly, the City hereby retains and reserves unto itself, or through and by the Chief of Police, Director of Public Safety or designees, 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 constitutions of the State of New Jersey and the United States, including, but without limiting the generality of the foregoing, the following rights:

- a. the executive management and administrative control of the City and its properties and facilities and the determination of the methods of operation to be offered by its employees and to direct the activities of its employees;
- b. the determination of the standards of selection of employment and the hiring of all employees and, subject to the provisions of law, the determination of their qualifications and conditions for continued employment as well as the assignment, promotion and transfer of employees subject to **CSC** regulations;
- c. the reprimand, suspension, demotion or discharge of employees or other disciplinary action;
- d. the transfer, assignment, reassignment, layoff or recall of employees to work, subject to **CSC** regulations;
- e. the determination of the number of employees and of the duties to be performed, in accordance with applicable **CSC** regulations, and the relief of its employees from duty because of a lack of work or lack of funding or other legitimate reason;

- f. the maintenance of the efficiency of its operations and employees as well as the establishment, expansion, reduction, alteration, combination, consolidation or abolition of any job or job classification, department operation or service;
- g. the determination of staffing patterns and areas worked, hours of operation, the control and regulation of the use of facilities, supplies, equipment, materials and other property of the City;
- h. the determination of the number, location and operation of divisions, departments, units and all other work groups of the employer, the assignment of work, the qualifications required, the performance standards and the size and composition of the work force;
- i. the determination of the amount of overtime to be worked;
- j. the determination of the methods, means and personnel by which its operations are to be conducted;
- k. the determination of the content of work assignments;
- l. the exercise of complete control and discretion over its organization and the technology of the performance of its work; and
- m. the making, maintenance and amendments of such operating rules as it may from time to time deem best for the purposes of maintaining order, safety or the effective and efficient operation of the work of the City.

§2. 7K Exemption of the Fair Labor Standards Act (FLSA). As required by law, the City adopted provisions of the FLSA on September 27, 1985. And as such, elected to adopt the 7K exemption provision of the FLSA, specifically, the 171 hour - 28 day cycle portion.

Article 3 - Maintenance of Standards

The City will not seek to diminish or impair any benefit or privilege not covered by this Agreement but provided by law, rule or regulation for employees without prior notice to the VPCA and, when appropriate, without negotiation with the VPCA unless required by law. However, this Agreement shall be construed consistent with the free exercise of rights reserved to the City by the Management Rights Clause of this Agreement.

Article 4 - Association Representatives and Members

§1. Authorized VPCA representatives, whose names shall be filed in writing with the Director of Public Safety and the Chief of Police, shall be permitted by appointment, with the exception of emergencies, to visit Police Headquarters or the Office of the Director of Public Safety for the purposes of processing grievances. This right shall be exercised reasonably. The VPCA representative shall not interfere with the normal conduct of the work of the Police Department.

§2. One VPCA Representative shall be granted leave with pay of up to three hours per month to conduct VPCA business or attend VPCA related seminars as approved by the Chief of Police, which approval shall not be unreasonably denied. Any hours not used in a month may accrue to the next month, provided, however, that no more than 16 hours shall accrue at any one time.

Article 5 - Check Off

The City shall grant rights of dues deduction to the VPCA in the event the VPCA establishes a dues schedule for its members, upon 30 days notification to the City of said intent. This Article will be administered pursuant to State law.

Article 6 - Bulletin Boards

- §1. The City shall furnish suitable bulletin board space, to be used exclusively by the VPCA, in the event that the VPCA determines that such bulletin board becomes a necessity in order to expedite and effectuate the best interest of the **parties**. The VPCA shall provide the City with a 30 days notice of said intent.
- §2. In the event that the VPCA elects to establish a bulletin board, it will be made accessible to the City for posting of PERC notices.

Article 7 - Nondiscrimination

- §1. The provisions of this Agreement shall apply the equally to all employees without discrimination as to race, creed, color, national origin, ancestry, age, sex, marital status, familial status, religion, affectional or sexual orientation, atypical hereditary cellular or blood trait, genetic information, disability, liability for service in the United States Armed Forces or any other classification protected by Federal or State law.
- §2. All reference to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.
- §3. The City shall not interfere with the right of employees to become VPCA members. There shall be no discrimination, interference, restraint or coercion by the City or any City representative against any employee because of VPCA membership or because of any employee activity permissible under the New Jersey Employer-Employee Relations Act of 1968, as amended, or this Agreement.
- §4. The VPCA recognizes its responsibility as bargaining agent and shall represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.
- §5. Medical records are covered by the Federal Confidentiality Act and can be released pursuant to City Policy.
- §6. Employees shall perform loyal and efficient work and service; that they will use their influence and best endeavors to protect the property of the City and its interest; that they will cooperate with the City in promoting and advancing the welfare and prosperity of same at all times.

Article 8 - No-Strike Pledge

- §1. Neither the VPCA nor any person acting on its behalf will cause, authorize or support any strike (e.g., the concerted failure of employees to report for duty, willful absence from their positions, work stoppage or abstinence in whole or in part from the full, faithful and proper performance of the employee's employment duties), slowdown, walkout or other job action against the City.
- §2. The participation in any strike or strike-related activity as specified above shall constitute a material breach of this Agreement, and such participation by any employee shall be grounds for termination, subject to the grievance procedure set forth in this Agreement.
- §3. The VPCA will actively discourage employees from participating in any strike or strike-related activity as specified above and take whatever affirmative steps are necessary to prevent or terminate the same.

§4. 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 VPCA or its members.

Article 9 - Wages

See Exhibit "A".

Article 10 - Pay Period

§1. **The City shall pay employees weekly on the applicable Friday. Should the payroll office be scheduled for closure on a Friday, paychecks shall be issued on the preceding day.**

§2. **All employees shall be enrolled in a Direct Deposit plan in accordance with procedures of the Comptroller's Office no later than 60 days after the effective date of this Agreement. After the Direct Deposit plan is implemented, paystubs may be issued on paper or paperless as determined by the Comptroller's Office.**

§3. **The City shall endeavor to provide as much information on the paychecks that the employees desire within the capabilities of the computerized payroll system. Pay receipts currently specify:**

- a. **base pay.**
- b. **overtime pay.**
- c. **other payments, hours and entitlements.**
- d. **accrued benefit time.**
- e. **deductions.**
- f. **year-to-date deductions.**

Article 11 - Vacations

§1. All employees shall receive the following annual vacation leave with pay for their continuous service with the City, except as otherwise provided:

- a. 152 hours after five years and up to ten years of service.
- b. 168 hours after 10 years and up to 15 years of service.
- c. 192 hours after 15 years and up to 20 years of service.
- d. 208 hours after 20 years and up to 25 years of service.
- e. 224 hours after 25 years and up to 30 years of service.
- f. 240 hours after 30 years of service.

§2. Where in any calendar year the vacation or any part thereof is not granted and taken by reason of pressure of the Police Department's business, as determined and approved by the Director of Public Safety or designee, such vacation periods or parts thereof not granted shall accumulate and shall be granted and may be taken during the next succeeding calendar year only.

§3. An employee's rate of vacation pay shall be based on the employee's regular base rate of pay.

§4. All vacation shall be granted, so far as practicable, in accordance with the desires of the employees. Preference for vacation time shall be given in order of seniority **based on** time in grade. Anything herein before to the contrary notwithstanding, the Chief of Police or designee shall determine and

approve the dates and times of vacation to be taken by the employees and shall determine, in his/her absolute discretion, how many employees hereunder can be off at the same time.

§5. Vacation pay will be granted to employees terminating their employment. The number of vacation days to be granted will be the proportional number as accrued during the year of termination.

An employee who terminates employment with the City must be on the City payroll at least 15 days during the month of termination to be credited for the vacation leave for the month.

§6. All vacation schedules must be submitted prior to May 1st of each year or 30 days before anticipated vacation prior to May 1st of that year. Employees scheduled vacation can be revised and rescheduled by the employee provided there is no conflict with another superior officers scheduled vacation or demands of the Police Department. An employee may choose to split one vacation day each year into two half vacation days.

Article 12 - Holiday Pay

This benefit has been eliminated through negotiations. Any newly declared federal or state holiday shall be rolled into base salaries in the second year of said holiday's existence provided that said holiday becomes an annual event.

Article 13 - Education and Training Incentives

See Exhibit "A".

Article 14 - Travel Allowances

§1. The City shall reimburse employees for their necessary travel expenses incurred while on City business consistent with the Travel Policy of the Policy Manual. Employees are expected to work the length of a normal work day while traveling, and no overtime shall be worked unless authorized and pre-approved by the Department Director.

§2. Employees will be reimbursed mile for mile for the use of their personal vehicles while on City business at the prevailing IRS rate. A travel log shall be maintained by each employee and submitted no later than one month following said travel to his or her Department Director for reimbursement.

Article 15 - Court Time

An employee who is required to appear during non-working hours in any court of competent jurisdiction including New Jersey State Department Divisional hearings, on City related business as directed by the Chief of Police or designee, shall be compensated for total appearance hours in all courts during that 24 hour period the greater of three hours or actual hours spent in all courts, at the overtime rate of pay portal to portal.

Article 16 - Sick Leave

§1. Service Credit for Sick Leave. All employees shall be entitled to sick leave with pay as specified hereunder.

- a. Sick leave for purposes herein is defined to mean absence from work of an employee because of personal illness by reason of which such employee is unable to perform the usual duties of his/her position. Sick Leave may be used by employees who are unable to work because of:
 - i. Personal illness or injury.
 - ii. Exposure to contagious disease.
 - iii. Care, for a reasonable period of time of a seriously ill member of the employee's immediate family. "Immediate family" is defined by N.J.A.C. 4A: 1-1.3 as employee's spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relatives residing in the employee's household. In addition, the City recognizes step-father and step-mother to be part of the immediate family or other near relative.
 - iv. Death in the employee's immediate family for a reasonable period of time. The employee is limited to a maximum of three days in the case of death of the immediate family.
- b. If an employee is incapacitated and unable to work because of an injury sustained in the performance of his/her police duties, as evidenced by a Certificate of a City-designated physician or other doctor acceptable to the City, he/she shall be granted in addition to annual sick leave with pay or any accumulations thereof, leave of absence with pay for a period of 365 days or so much thereof as may be required, as evidenced by Certificate of a City-designated or accepted physician, but not longer than a period of which worker's compensation temporary disability payments are allowed.

If at the end of such 365 day period the employee is unable to return to duty, a Certificate from the City-designated or accepted physician shall be presented, certifying to this fact, and the employee may elect, if he/she so desires, to use all or any part of the sick leave accumulated to supplement compensation payments so that the combined compensation payments and sick leave and allowance will approximate the employee's regular basic wage or salary payment.

During the period in which the full salary or wages of any employee on disability leave is paid by the City, any compensation payments made to or received by or on behalf of such employee shall be deducted from the amount carried on the payroll for such employee or shall be assigned to the City by the insurance carrier or the employee.

Whenever the City-designated physician or physician acceptable to the City shall report in writing that the employee is fit for duty, such disability leave shall terminate and such employee shall forthwith report for duty.

Furthermore, if an employee, during the period of his/her disability is fit to perform "other" light duties, the City may, at its discretion, allow or require such employee to perform these light duties. The employee's ability to perform such light duties shall be determined by a City-designated physician or other physician acceptable to the City. Employees on job-related disability leave and authorized to return from said leave on light duty are required to report same to the Chief of Police.

- c. Any employee on injury leave resulting from injury while on duty shall continue to accrue sick leave credits while he/she remains on the payroll.

§2. Amount of Sick Leave. An employee shall receive 120 sick leave hours annually, pursuant to N.J.A.C. 4A:6-1.3, as long as the employee remains actively employed. If the employee is separated from employment, the 120 hours shall be prorated at 10 hours for each full month of employment.

Any sick leave 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. Reporting of Absence on Sick Leave. If an employee is absent for reasons that entitle him/her to sick leave, the Chief of Police or designee shall be notified in accordance with the Department's rules and regulations.

a. Failure to so notify the Chief of Police or designee may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.

b. Absence without notice for five consecutive days shall constitute a resignation not in good standing.

§4. Verification of Sick Leave. An employee may be required to submit medical evidence substantiating the illness from a physician acceptable to the City when the employee is absent on sick leave for five or more consecutive days, 10 or more days in one calendar year or whenever there is reason to believe that the employee is abusing sick leave. The City may also require such an employee to be examined by a physician designated and paid for by the City.

a. In case of a leave of absence due to exposure to contagious disease, a Certificate from the Department of Health shall be required prior to the employee's return to work.

b. The City may require an employee who has been absent because of personal illness, as a condition of return to work, 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/her normal duties and that his/her return will not jeopardize the health of other employees.

§5. Payment of Accrued Sick Leave at Death. The City will pay upon the death of an employee an amount equal to 50% of all accrued and unused sick leave up to a maximum of \$15,000. Payment shall be made promptly if funds are available, but not later than one month after the adoption of the City budget for the year succeeding the employee's date of death.

Article 17 - Funeral Leave

§1. Employees shall receive leave with pay for up to a maximum of 40 hours in the event of the death of the employee's spouse, son, daughter, mother, father, step-mother, step-father or step-child.

§2. Employees shall receive leave with pay for up to a maximum of 24 hours in the event of the death of the employee's grandfather, grandmother, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandchild, legal ward, foster child or other near relatives residing in the employee's household. Should the funeral service for the deceased hereunder be held more than 500 miles away from the City of Vineland, then such funeral leave shall be for a maximum of 40 hours.

§3. The employee must attend the funeral service to receive funeral leave. At the discretion of the employee, funeral leave shall be contiguous and consecutive to either the date of death or the date of the funeral service, whether the days are working or non-working. Funeral leave requests shall be subject to the approval of the Chief of Police, which shall not be unreasonably denied.

Article 18 - Personal Leave

- §1. Each employee shall receive 32 personal leave hours annually to be granted upon five days prior written request of the employee to the Chief of Police or designee with a copy to the immediate supervisor. Said request shall be granted at the discretion of the Chief of Police or designee, so long as the employee's absence will not interfere with the proper conduct of the Department. The five day requirement may be waived in emergency and unusual circumstances. However, the employee shall provide as much written notice as possible in accordance with the procedure outlined above. Personal leave shall not accumulate from year to year.
- §2. New employees and employees in their final year of service shall earn eight personal leave hours every three months provided the employee is on the payroll for at least 60 consecutive days between each three month period as follows:
- a. January 1 and March 31.
 - b. April 1 and June 30.
 - c. July 1 and September 30.
 - d. October 1 and December 31.
- §3. At least eight personal leave hours will be given priority consideration for scheduling as requested by the employee. An employee may use personal leave in four hour increments only four times per year.
- §4. If an employee takes more leave than earned, the value of the leave will be withheld from the last paycheck. If the deficiency exceeds the last paycheck, the City will seek reimbursement for the deficient amount.

Article 19 - Leave of Absence and Military Leave

- §1. Any employee desiring leave without pay for personal reasons shall make a request in writing to the Chief of Police not less than two weeks in advance of the date for which such leave is desired, except in the event of an emergency, stating the reasons for the leave and the time requested. Leaves may be granted or denied at the discretion of the City and shall not be unreasonably or arbitrarily denied.

Employees may not be gainfully employed during the period of such leave. Falsification of the reason for leave or failure to return promptly at the expiration of a leave shall be considered reason for summary discharge. Leave shall be granted or denied in writing.

- §2. Military Leave shall be administered in accordance with applicable law.
- §3. Family Leave shall be administered in accordance with applicable federal and state law and City policy.

Article 20 - Uniform Maintenance Allowance

The City shall pay each employee an annual uniform maintenance allowance in the amount of \$1,100.

The City shall pay said allowance in the first payroll period of December. If such employee works for less than one full year, then such amount shall be prorated for the period assigned. Employees shall maintain their uniforms in good and clean condition.

Article 21 - Overtime

§1. Overtime is work performed in excess of eight hours per day or in excess of 40 hours per week.

Overtime is hours when employees are called in for specific duty assignments from an off-duty day or from between work shifts. Payment for overtime hours shall be at straight time and one-half and shall be computed retroactively to the regular termination time of the shift. Furthermore, no overtime shall be worked nor shall overtime be payable unless said overtime has been specifically authorized by the Chief of Police or designee.

Overtime will be calculated and rounded in 15 minute increments.

§2. Employees called in for unscheduled work during non-working hours shall be paid the prevailing overtime rate but with a minimum pay of three hours at the overtime rate, unless the work continues into or extends their regularly scheduled shift, in which case the minimum pay provision shall not apply.

Article 22 - Retirement

For purposes of this Article, retirement shall mean an approved pension documented by the New Jersey Division of Pensions & Benefits, Department of Treasury. Pensions can be in the form of service retirement, early retirement options, special retirement, veterans retirement, ordinary disability and accidental disability retirement.

§1. Employees retiring either on the regular pension or disability shall be paid for all accumulated vacation.

§2. In case of death of an employee covered hereunder, there shall be paid to the widow, beneficiary or estate, the amount or amounts due for any and all unused vacation, compensatory time coming and pay period due.

§3. At retirement, the City shall pay each employee 50% of all accrued and unused sick leave up to a maximum of \$15,000.

§4. This supplemental compensation payment shall be computed at the rate of one-half (½) accumulated unused sick days multiplied by the eligible employee's daily rate of pay which is based upon the average annual base compensation received during the last year of his/her employment, prior to the effective date of retirement, provided however, that no such lump sum supplemental compensation payment shall exceed the amounts as specified above.

§5. Payment shall be made promptly if funds are available, but no later than one month after the final adoption of the City budget for the year succeeding the effective date of retirement of the employee.

Employee should receive supplemental compensation payment for sick leave as indicated above in the year of retirement if the City is notified in **July** preceding the fiscal budget year which begins the following **January**. Payment will be computed in accordance with City Ordinance No. 90-74 and paid in accordance with said original Ordinance No. 1005 and the amendments thereto, including Ordinance No. 90-74, if advance notice is not provided as above stated.

Article 23 - Health Benefits

- §1. The City shall pay the premiums for all health, prescription and dental insurances set forth in this Article except for any employee contribution or co-pay set forth herein or required by New Jersey law.
- §2. The City shall provide health insurance to all employees and their eligible dependents. The current health insurance plans are Aetna Direct Access \$5 (modeled after the HMO or equivalent plan) and Aetna Direct Access \$10 (modeled after the traditional or equivalent plan). Any employee who becomes a new member to the VPCA after January 1, 2012 who is enrolled in the Aetna Direct Access \$10 plan shall be required to pay the difference between the Aetna Direct Access \$10 plan premiums and the Aetna Direct Access \$5 plan premiums. Employees may transfer from plan to plan during open enrollment. The benefits are more specifically provided for and explained in a brochure available to employees.
- §3. The Emergency Room benefit provided as part of the health insurance as described in §2 above shall have a co-pay of \$50.00.
- §4. The City shall provide a generic prescription plan for employees and their eligible dependents. A federally approved generic equivalent, if available, will be dispensed for name brand unless an employee's physician specifically requires name brand. An employee who receives name brand when generic is available shall pay the cost difference between the name brand and generic, except if the attending physician specifies no substitute for name brand. This cost will not be applied to the employee's deductible. The co-pays are as follows:
- | <u>Name brand, including mail-order</u> | <u>Generic, including mail-order</u> |
|---|--------------------------------------|
| \$25.00 | \$15.00 |
- §5. An employee who retires with at least 25 years of creditable service in the New Jersey Police and Firemen's Retirement System shall receive the same prescription coverage as active employees, which may change from time to time, until said employee:
- a. Obtains employment having prescription coverage comparable to active employees. However, retired employees may re-enroll in the City prescription program given to active employees should said employment cease; or
 - b. Becomes eligible for a federal or state subsidized prescription program, such as Medicare.
- §6. Employees and their eligible dependents shall receive a basic dental care plan and choose from among a customary Delta 50/50 Dental Plan, Delta-Flagship Health Systems, Inc. or Delta Preferred Provider Option, or their successors.
- §7. Employees on approved Leave of Absence, pursuant to regulations of the State Health Benefit Program, are responsible for payment of said health benefits in accordance with the applicable regulations.
- §8. Subsequent to the initial selection of the insurance carrier, the City retains the unilateral right to select the insurance carrier or to be self-insured. Notwithstanding any such changes, the level of benefits and administrative procedures shall remain substantially the same.

Article 24 - Grievances

Should any grievance arise with respect to the meaning, application or interpretation of the terms of this Agreement, such grievance shall be submitted to the following procedure:

Step 1: The employee shall submit grievance in writing within three days after the occurrence of the grievance or within three days after the employee learned or reasonably should have learned of the occurrence of the facts giving rise to the grievance, in duplicate, to the VPCA Representative, who in turn shall forthwith file one copy with the Chief of Police, and said VPCA Representative shall forthwith attempt to settle the matter of the grievance with said Chief of Police. Failure to file grievance in writing as aforesaid shall bar the employee from any right to proceed further with any grievance.

If the grievance is filed in writing as herein above provided, and the matter taken up between the VPCA Representative and Chief of Police fails to produce an amicable settlement of the matter, the grievance shall then proceed to Step 2.

Step 2: **If the grievance is not resolved at Step 1**, then within five days after Step 1, the VPCA Representative shall take the matter up with the Director of Public Safety in an endeavor to adjust it amicably. Failure of the Director of Public Safety to resolve or act upon the grievance within 30 working days shall constitute a denial of the grievance.

Step 3: **If the grievance is not resolved at Step 2, the VPCA or City may refer the matter to arbitration as stated below, provided that written notice is given to the other party within 30 days of the Step 2 answer. If 30 days written notice is not given, then the grievance answer shall be considered as accepted between the parties, and arbitration shall not be available as a remedy.**

- a. Any party wishing to remove a grievance to arbitration shall notify PERC that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the **parties**. If the **parties** cannot mutually arrive at a satisfactory arbitrator within 30 days after receipt of the list from PERC, the Commission shall select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement and applicable **CSC** rules and regulations, and render his/her award in writing, which shall be final and binding. The cost of the arbitrator's fee shall be shared equally by the **parties**. Any VPCA representative or officer required in the grievance procedure to settle disputes on any arbitration shall be released from work without loss of pay for such purpose and any witness reasonably required shall be made available during working hours without loss of pay for the purpose of disposing of any grievance or arbitration matter.
- b. The arbitrator shall be limited to the interpretation and application of the terms of this Agreement and to the issues submitted to him/her and consider no other.
- c. The arbitrator shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement or impose on any party thereto a limitation or obligation not provided in this Agreement.
- d. Grievance matters shall proceed to arbitration only if submitted by the City or VPCA.
- e. The grievance procedure shall apply to any alleged violation by an employee of any rule, regulation or policy for the direction of the working force of the Police Department as promulgated by the City or its designated representatives pursuant to the management rights clauses of this Agreement. The adoption and promulgation of any such rule, regulation or policy is within the absolute prerogative of the City.

Article 25 - Extracontractual Agreements

The City shall not enter into any other agreement with its employees, individually or collectively, which in any way would conflict with the terms and conditions set forth in this Agreement.

Article 26 - Severability

In the event that any provision of this Agreement shall be held by operation of law or by a court or administrative agency of competent and final jurisdiction to be invalid or unenforceable, the remainder of the provisions of such Agreement shall not be affected thereby, but shall be continued in full force and effect.

In the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within 30 days of written notice by either party to the other to negotiate concerning the modification or revision of such clause or clauses.

Article 27 - Conclusion of Collective Negotiations

This Agreement is the entire agreement, terminates all prior agreements or understandings, and concludes all collective negotiations during its term. Neither party will seek to unilaterally modify the terms of this Agreement through legislation or other means which may be available to them. Except as otherwise expressly provided herein, the parties have fully negotiated with respect to the terms and conditions of employment and have settled them for the term of this Agreement in accordance with the provisions thereof.

Article 28 - Workweek

All employees shall work a 40 hour workweek. A workweek is defined as the seven day period commencing Sunday and ending Saturday. The current scheduling practice at the Department is in compliance with the 40 hour workweek provision as negotiated and such schedule does not result in any claim for overtime unless work is performed beyond the normal schedule and as provided in Article 21.

Article 29 - Random Drug Testing

Any random drug testing administered by the Police Department shall maintain the privacy of an employee's personal information via a sealed envelope and comply with all applicable law, notably the Americans with Disabilities Act and the Federal Confidentiality Act, as well as NJ Attorney General guidelines and City Policy.

Article 30 - Jury Duty

In accordance with City policy, employees shall be granted leave with full pay for time required to attend jury duty that is scheduled during working hours.

Article 31 - Acting Assignments

A Captain assigned to act in the position of Acting Chief of Police shall be paid at that position's base rate or five percent above the Captain's existing rate, whichever is higher, hour for hour for the total time in that position provided that a minimum of four hours is worked in the acting position.

Article 32 - Term of Agreement

This Agreement shall be effective as of **January 1, 2011**, except as otherwise specified, and shall continue in full force and effect through **December 31, 2012**.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers the day and year first above written.

City of Vineland

Vineland Police Captains Association

By:

By:

Mayor

President

ATTEST:

Municipal Clerk

Negotiating Committee:

Negotiating Committee:

Exhibit "A" - Wage Schedule

Wage Schedule 1:

			<u>2011</u>	<u>2012</u>
Step 1:	0-1 years	0.0 %	\$115,331	\$116,600
Step 2:	2-3 years	2.5%	\$118,214	\$119,515
Step 3:	4+ years	3.5%	\$119,368	\$120,681

Years in grade shall mean years as a Police Captain. The grade multiplier shall be begin at zero years on January 1 of the year that the rank of Captain is obtained. For example, for an employee who obtains the rank of Captain on August 1, 2008, the Step 2 pay provision of the Grade Multiplier shall be applied on January 1 of the year that the second anniversary is reached as follows:

<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
Step 1 0 years	Step 1 1 year	Step 2 2 years	Step 2 3 years	Step 3 4 years
\$104,741	\$108,826	\$115,897	\$118,214	\$120,681

Individual Salaries for Wage Schedule 1:

<u>Name</u>	<u>2011 Step</u>	<u>2011 Salary</u>	<u>2012 Step</u>	<u>2012 Salary</u>
Rudy Beu	3	\$119,368	3	\$120,681
John Lauria	3	\$119,368	3	\$120,681
Tom Ulrich	1	\$115,331	2	\$119,515

The Grade Multiplier shall only be in effect until December 31, 2012. Upon expiration of this Agreement, the Grade Multiplier shall be eliminated, and employees shall remain on their most current step.

Wage Schedule 2:

For employees who achieve rank of Captain after July 1, 2011:

<u>2011 Salary</u>	<u>2012 Salary</u>
\$113,070	\$115,000

Grade Multiplier has been eliminated for employees who follow Wage Schedule 2.

Advanced training and education achievement are considered important factors in the professional development of employees. The base salaries in this Exhibit shall reflect the successful attainment of college credits or degrees. Employees must submit a certificate of successful attainment of credits or degrees before any salary adjustments are made. Education increments shall be incorporated in the employee's salary by the City on or about the 1st day of January or the 1st day of July following the attainment of approved credits or degrees. Approved college credits or degrees hereunder are those earned under an accredited police science, criminal justice or other police related program.

A 24 step wage schedule based on approved accredited college credits earned shall be created. Employees who have achieved the rank of Captain prior to January 1, 2003 who are between steps shall initially be placed on the next higher step. An employee who achieves the rank of Captain after January 1, 2003 shall be placed on the next lower step. An employee shall move from one step to another upon earning the required minimum credits for the succeeding step. For example, an employee with between 50 and 54 credits shall initially be placed on step 8, and may advance to step 9 upon earning at least 55 credits.

1. 0-19 credits	Salary	13. 75 credits	+ \$937.50
2. 20 credits	+ \$250.00	14. 80 credits	+ \$1,000.00
3. 25 credits	+ \$312.50	15. 85 credits	+ \$1,062.50
4. 30 credits	+ \$375.00	16. 90 credits	+ \$1,125.00
5. 35 credits	+ \$437.50	17. 95 credits	+ \$1,187.50
6. 40 credits	+ \$500.00	18. 100 credits	+ \$1,250.00
7. 45 credits	+ \$562.50	19. 105 credits	+ \$1,312.50
8. 50 credits	+ \$625.00	20. 110 credits	+ \$1,375.00
9. 55 credits	+ \$687.50	21. 115 credits	+ \$1,437.50
10. 60 credits	+ \$750.00	22. 120 credits	+ \$1,500.00
11. 65 credits	+ \$812.50	23. bachelors	+ \$2,000.00
12. 70 credits	+ \$875.00	24. masters	+ \$2,500.00