

AGREEMENT

Between

THE CITY OF VINELAND

A Municipal Corporation of the State of New Jersey

&

VINELAND POLICE CAPTAINS ASSOCIATION

An Employee Representative

Effective January 1, 2003 through December 31, 2006

<u>Item</u>	<u>Article</u>	<u>Page</u>
Association Representatives and Members	5	3
Bulletin Boards	7	4
Check-Off	6	4
Clothing Maintenance	21	12
Conclusion of Collective Negotiations	28	17
Court Time	16	8
Education and Training Incentives	14	7
Exhibit “A”	-	20
Extracontractual Agreements	26	17
Funeral Leave	18	10
Grievances	25	15
Health Benefits	24	14
Holiday Pay	13	7
Jury Duty	31	18
Leave of Absence and Military Leave	20	12
Maintenance of Standards	4	3
Management Rights	3	2
Nondiscrimination	8	4
No-Strike Pledge	9	5
Overtime	22	12
Pay Period	11	6

<u>Item</u>	<u>Article</u>	<u>Page</u>
Personal Leave	19	11
Purpose	1	1
Random Drug Testing	30	18
Recognition	2	1
Retirement	23	13
Severability	27	17
Sick Leave	17	8
Term of Agreement	32	19
Travel Allowances	15	7
Vacations	12	6
Wages	10	5
Workweek	29	17

This Agreement, dated _____, 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 “Association”.

Article 1 - Purpose

This Agreement is entered into to promote and insure harmonious relations, cooperation and understanding between the City and the employees; to prescribe the rights and duties of the City and the employees; to provide for the resolution of legitimate grievances, all in order that the public service shall be expedited and effectuated in the best interests of the people of the City of Vineland and its employees and the City.

Article 2 - Recognition

It is the intention of the parties that this Agreement be construed in harmony with New Jersey statutes, **New Jersey Department of Personnel (NJDP)** 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 Association 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 the Certification Docket No. RO-93-89 by the State of New Jersey, Public Employment Relations Commission 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 3 - 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 NJDOP 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 NJDOP regulations;
- e. the determination of the number of employees and of the duties to be performed, in accordance with applicable NJDOP 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. As required by law, the City adopted provisions of the Fair Labor Standards Act on September 27, 1985. And as such, elected to adopt the 7K exemption provision of the Fair Labor Standards Act, specifically, the 171 hour - 28 day cycle portion.

Article 4 - Maintenance of Standards

§1. With respect to matters not covered by this Agreement, the City will not seek to diminish or impair during the term of this Agreement any benefit, privilege or working condition as provided by law, rule or regulation for employees without prior negotiations with the Association, provided, however, that this Agreement shall be construed consistent with the free exercise of rights reserved to the City by the Management Rights clause of this Agreement.

§2. Employees shall retain all civil rights under New Jersey State and Federal Law.

Article 5 - Association Representatives and Members

§1. Authorized representatives of the Association, 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 Association representative shall not interfere with the normal conduct of the work of the Police Department.

§2. **One Association Representative shall be granted leave with pay of up to three (3) hours per month to conduct Association business or attend Association 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 eight (8) hours shall accrue at any one time.**

Article 6 - Check Off

The City agrees to grant rights of dues deduction to the Association in the event that the Association 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 7 - Bulletin Boards

- §1. The City agrees to furnish suitable bulletin board space, to be used exclusively by the Association, in the event that the Association determines that such bulletin board becomes a necessity in order to expedite and effectuate the best interest of the City and the Association. The Association agrees to provide the City with a 30 days notice of said intent.
- §2. In the event that the Association elects to establish a bulletin board, it will be made accessible to the City for posting of Public Employees Relations Commission's notices.

Article 8 - Nondiscrimination

- §1. The provisions of the Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation, rank or assignment. Both the City and the Association shall bear the responsibility for complying with this provision of the Agreement.
- §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 agrees not to interfere with the rights of employees to become members of the Association. There shall be no discrimination, interference, restraint or coercion by the City or any City representative against any employee because of Association 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 Association recognizes its responsibility as bargaining agent and agrees to 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 agree that they will 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 9 - No-Strike Pledge

§1. The Association covenants and agrees that during the term of this Agreement, neither the Association nor any member or person acting in its behalf will cause, authorize or support any strike (e.g., the concerted failure to report for duty, or willful absence of any employees from their positions, or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the City. The Association agrees that such action would constitute a material breach of this Agreement.

§2. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by an employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees, subject however to the application of the grievance procedure contained in Article 25.

§3. The Association will actively discourage its members and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the City by employees covered by this Agreement.

§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 Association or its members.

Article 10 - Wages

See **Exhibit "A"**.

Article 11 - Pay Period

§1. **The City shall, in its discretion, pay employees weekly or bi-weekly on the applicable Friday, provided that weekly or bi-weekly pay is instituted for all City employees and 60 days notice is given to employees. Should payday occur on a holiday, paychecks shall be issued on the day preceding the holiday.**

§2. Pay receipts for employees shall be itemized as follows:

- a. Base pay
- b. Payments for hours worked at the overtime rate
- c. Other payments, hours and entitlements to the extent possible and practicable to the limits of the computerized payroll accounting system.

Such payments, hours and entitlements shall be explained in the deduction code attached to the employee's paycheck. The City will use its best endeavor to provide as much information printed on the paychecks, that the employees desire, within limits and constraints imposed by the computerized payroll accounting system.

Article 12 - Vacations

§1. All employees hereunder shall receive the following annual leave for vacation purposes with pay in and for each calendar year, except otherwise herein provided: after five (5) years and up to ten (10) years of service, nineteen (19) working days' vacation; after ten (10) years and up to fifteen (15) years of service, twenty-one (21) working days' vacation; after fifteen (15) years and up to twenty (20) years of service, twenty-four (24) working days' vacation; after twenty (20) years and up to twenty-five (25) years of service, twenty-six (26) working days' vacation; after twenty-five (25) years and up to thirty (30) years of service, twenty-eight (28) working days' vacation; after thirty (30) years of service, thirty (30) working days' vacation.

§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 under this contract must be on the payroll of the City at least 15 days during the month in which he/she terminates to be eligible for credit for the earned and eligible vacation day(s) for the month.

§6. All vacation schedules must be submitted prior to May 1st of each year or thirty (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 (1) vacation day each year into two (2) half vacation days.

Article 13 - Holiday Pay

This benefit has been eliminated through negotiations.

Article 14 - Education and Training Incentives

This benefit has been eliminated through negotiations. **Refer to Exhibit "A" for the incorporation of this benefit.**

Article 15 - Travel Allowances

§1. The City agrees to 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 Head. Should the Travel Policy adopted on January 1, 2002 be revised, the benefits granted by it shall not be diminished.

§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 16 - 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 17 - 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 (3) 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 three hundred sixty-five (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 three hundred sixty-five (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. The minimum sick leave with pay shall accrue to any full time employee on the basis of fifteen (15) working days in every calendar year, as set by N.J.A.C. 4A:6-1.3, as long as the employee is actively employed. To be eligible for earned sick time, an employee must be on the City payroll for the first fifteen (15) days of the month.

Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

§3. 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 (5) 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 (5) or more consecutive days, ten (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 fifty percent (50%) of all accrued and unused sick leave pay up to a maximum **amount as specified for the following years:**

2003	\$15,000
2004	\$16,500
2005	\$16,500
2006	\$15,000

Payment shall be made promptly if funds are available, but not later than one (1) month after the adoption of the City budget for the year succeeding the employee's date of death.

Article 18 - Funeral Leave

§1. **Employees shall receive leave with pay for up to a maximum of five (5) days in the event of the death of the employee's spouse, son or daughter.**

§2. **Employees shall receive leave with pay for up to a maximum of three (3) days in the event of the death of the employee's legal ward, grandchild, foster child, father, mother, step-father, step-mother, grandfather, grandmother, sister, brother, father-in-law, mother-in-law, and other near relatives residing in the employee's household. Should funeral services 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 five (5) days.**

§3. The employee must attend the funeral services 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 services, 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 19 - Personal Leave

§1. The City grants four (4) Personal Days to each employee. Said personal leave days shall be granted by the City upon five (5) days' prior written request of the employee, which request shall be in the form of a letter directed to the Chief of Police and/or Director of Public Safety with a copy to the immediate supervisor. Said request shall be granted at the discretion of the Director or Chief of Police, so long as the employee's absence can be permitted without interference with the proper conduct of the Department. Personal Leave Days shall not accumulate. The City agrees that at least one of the Personal Days will be given priority consideration as requested by the employee.

§2. A waiver of the five-day time requirement set forth above may be approved in emergency and unusual circumstances. In any such instance, the employees shall adhere to the normal procedures for reporting this absence by submitting a written request in accordance with the procedure outlined above.

§3. Personal leave days are administered in the following manner: Anyone on the payroll between January 1 and March 31 for 30 days will earn one (1) personal leave day; continuous employment from April 1 to June 30 will earn one (1) additional day; continuous employment from July 1 to September 30 will earn one (1) additional day; continuous employment from October 1 to December 31 will earn an additional personal leave day until one year has been completed.

§4. This language documents the earning of Personal Leave. It is not intended to restrict the use of the days. As with vacation and sick leave, the days are earned and usage eligibility is dependent on working a full year.

§5. In the event an employee takes more days than earned, the value of time will be withheld from the last paycheck. If the deficiency exceeds the last paycheck, the City will seek to be reimbursed the amount of the deficiency by the employee. In the event an employee terminated employment for any reason prior to the end of the year, personal days will be pro-rated at one day per quarter. The Personal Days accrual ends at the time of termination.

§6. Employees may elect to use two personal days in half (½) day increments.

Article 20 - 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 (2) 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 21 - Clothing Maintenance

The City agrees to pay each employee a uniform maintenance allowance **in the years specified as follows:**

2003	\$800
2004	\$850
2005	\$850
2006	\$850

The City agrees to pay once annually said allowances in the first payroll period of December. **If such employee works for less than one (1) full year, then such amount shall be pro-rated for the period assigned.** Employees agree to maintain their uniforms in good and clean condition.

Article 22 - Overtime

§1. Overtime is work performed in excess of eight (8) hours per day or in excess of forty (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 fifteen (15) minute increments.

§2. Employees, when called in for a specific duty assignment from an off-duty day or from between workshifts, shall be entitled to be paid a minimum of three (3) hours overtime at straight time and one-half as set forth above.

Article 23 - 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 agrees to pay each employee fifty (50%) percent of all accrued and unused sick leave pay up to a maximum amount as specified for the following years:**

2003:	\$15,000
2004:	\$16,500
2005:	\$16,500
2006:	\$15,000

§4. **This supplemental compensation payment shall be computed at the rate of one-half (1/2) 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 his/her 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 (1) month after the final adoption of the City budget for the year succeeding the effective date of retirement of the employee.

Employee may expect to receive payment of supplemental compensation for sick leave as indicated above in the year of retirement if he/she notifies the City in January preceding the fiscal budget year which begins July of that same year. 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 24 - Health Benefits

§1. **The City will continue to assume the full cost of health insurance for all employees currently enrolled in the traditional (Patriot X) plan or the HMO (Patriot V) plan and who have achieved the rank of Captain on or before January 1, 2003. This coverage shall be fully paid by the City for all employees and their families. These employees shall continue to have the ability to select and enroll in the health insurance benefit (Patriot X or Patriot V) plan of their choice without any additional cost to said employees.**

The City will continue to assume the full cost of health insurance for employees who achieve the rank of Captain after January 1, 2003 and enroll in the HMO (Patriot V) plan. However, said promoted employees who elect to enroll in the traditional (Patriot X) plan at any point in time will be required to pay the difference between the Patriot V and Patriot X premiums.

§2. The City agrees to provide a Generic Prescription Program for all employees and their families in accordance with the following conditions:

- a. A Federally approved generic equivalent, if available, will be dispensed for the brand name unless your doctor specifically requires a brand name.
- b. If you receive a brand name drug when a generic drug is available, you will have to pay the difference in cost between the brand name and the generic, except if the attending physician requires/specifies no substitute for brand name. This cost will not be applied to your deductible. The co-pays are as follows:

<u>Name brand, including mail order</u>		<u>Generic, including mail order</u>	
2003	\$5.00	\$3.00	
2004	\$7.00	\$3.00	
2005	\$10.00	\$5.00	
2006	\$10.00	\$5.00	

Upon retirement and with 25 years of service in the Police Department of the City, a retired employee shall be entitled to receive the Generic Prescription Program given to active employees as described in this section provided by the City until said retired employee:

- a. Obtains employment having comparable prescription coverage as described in this section. However, employees shall retain the right to re-enroll in the City prescription program based on the program available at the time; or**
- b. Becomes eligible for a federal or state subsidized prescription program.**

§3. The City also agrees to provide a basic dental care plan for all employees and their families. The selection of plans are a customary fee 50/50 Dental Plan, Delta-Flagship Health Systems, Inc., Delta Preferred Provider Option (PPO) and Eastern Dental or its successors.

§4. 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.

§5. It is understood and agreed that 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 25 - 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 (3) days after the occurrence of the grievance **or within three (3) 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 Association Representative, who in turn shall forthwith file one (1) copy with the Chief of Police, and said Association 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 Association Representative and the Chief of Police fails to produce an amicable settlement of the matter, the grievance shall then proceed to Step 2.

Step 2: If no adjustment has been reached at Step 1, then within five (5) days after Step 1, the Association 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 thirty (30) working days shall constitute a denial of the grievance.

Step 3: In the event the grievance is not resolved at the second step, **the Association or the City** may refer the matter to impartial binding arbitration **in accordance with the following:**

- a. Any party wishing to remove a grievance to arbitration shall notify the Public Employment Relations Commission that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the City and the Association. If the City and the Association cannot mutually arrive at a satisfactory arbitrator within thirty (30) days after receipt of the list from the Public Employment Relations Commission, the Commission shall select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement and applicable NJDOP 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 City and the Association. Any representative or officer of the Association 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 limit himself/herself 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. The City and the Association specifically agree that grievance matters shall proceed to arbitration only if submitted by the City or the Association.**
- e. It is specifically agreed and understood that 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 Association agrees that the adoption and promulgation of any such rule, regulation or policy is within the absolute prerogative of the City.**

Article 26 - Extracontractual Agreements

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

Article 27 - Severability

In the event that any provision of this Agreement between the parties 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.

It is further agreed that in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate concerning the modification or revision of such clause or clauses.

Article 28 - Conclusion of Collective Negotiations

The City and the Association agree that this Agreement is the entire agreement, terminates all prior agreements or understandings, and concludes all collective negotiations during its term. Neither party will during the term of this Agreement seek to unilaterally modify its terms through legislation or other means which may be available to them. The parties acknowledge that, except as otherwise expressly provided herein, they 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 29 - Workweek

- §1. All employees covered under the terms and conditions of this Agreement shall work a forty (40) hour workweek. For the purposes of this Agreement, workweek is defined as the seven day period commencing Sunday and ending Saturday.
- §2. The Association agrees that the current scheduling practice at the Department is in compliance with the forty (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 22.

Article 30 - 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 31 - 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 32 - Term of Agreement

This Agreement shall be effective as of **January 1, 2003**, except as otherwise specified, and shall continue in full force and effect through **December 31, 2006**.

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:

Keith Petrosky
Municipal Clerk

Negotiating Committee:

Negotiating Committee:

Exhibit "A" - Wage Schedule

	2003	2004	2005	2006
First Year Captain	\$80,558	\$83,579	\$86,713	\$89,965
Second Year Captain	\$83,723	\$86,863	\$90,120	\$93,500
Third Year Captain	\$86,880	\$90,138	\$93,518	\$97,025

Notwithstanding the above, an employee promoted to first year Captain after July 1st of the year of said promotion shall remain first year Captain until the January 1st following a full calendar year as first year Captain.

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

First Year Captain

	2003	2004	2005	2006
1	80,558.00	83,579.00	86,713.00	89,965.00
2	80,808.00	83,829.00	86,963.00	90,215.00
3	80,870.50	83,891.50	87,025.50	90,277.50
4	80,933.00	83,954.00	87,088.00	90,340.00
5	80,995.50	84,016.50	87,150.50	90,402.50
6	81,058.00	84,079.00	87,213.00	90,465.00
7	81,120.50	84,141.50	87,275.50	90,527.50
8	81,183.00	84,204.00	87,338.00	90,590.00
9	81,245.50	84,266.50	87,400.50	90,652.50
10	81,308.00	84,329.00	87,463.00	90,715.00
11	81,370.50	84,391.50	87,525.50	90,777.50
12	81,433.00	84,454.00	87,588.00	90,840.00
13	81,495.50	84,516.50	87,650.50	90,902.50
14	81,558.00	84,579.00	87,713.00	90,965.00
15	81,620.50	84,641.50	87,775.50	91,027.50
16	81,683.00	84,704.00	87,838.00	91,090.00
17	81,745.50	84,766.50	87,900.50	91,152.50
18	81,808.00	84,829.00	87,963.00	91,215.00
19	81,870.50	84,891.50	88,025.50	91,277.50
20	81,933.00	84,954.00	88,088.00	91,340.00
21	81,995.50	85,016.50	88,150.50	91,402.50
22	82,058.00	85,079.00	88,213.00	91,465.00
23	82,558.00	85,579.00	88,713.00	91,965.00
24	83,058.00	86,079.00	89,213.00	92,465.00

Second Year Captain

	2003	2004	2005	2006
1	83,723.00	86,863.00	90,120.00	93,500.00
2	83,973.00	87,113.00	90,370.00	93,750.00
3	84,035.50	87,175.50	90,432.50	93,812.50
4	84,098.00	87,238.00	90,495.00	93,875.00
5	84,160.50	87,300.50	90,557.50	93,937.50
6	84,223.00	87,363.00	90,620.00	94,000.00
7	84,285.50	87,425.50	90,682.50	94,062.50
8	84,348.00	87,488.00	90,745.00	94,125.00
9	84,410.50	87,550.50	90,807.50	94,187.50
10	84,473.00	87,613.00	90,870.00	94,250.00
11	84,535.50	87,675.50	90,932.50	94,312.50
12	84,598.00	87,738.00	90,995.00	94,375.00
13	84,660.50	87,800.50	91,057.50	94,437.50
14	84,723.00	87,863.00	91,120.00	94,500.00
15	84,785.50	87,925.50	91,182.50	94,562.50
16	84,848.00	87,988.00	91,245.00	94,625.00
17	84,910.50	88,050.50	91,307.50	94,687.50
18	84,973.00	88,113.00	91,370.00	94,750.00
19	85,035.50	88,175.50	91,432.50	94,812.50
20	85,098.00	88,238.00	91,495.00	94,875.00
21	85,160.50	88,300.50	91,557.50	94,937.50
22	85,223.00	88,363.00	91,620.00	95,000.00
23	85,723.00	88,863.00	92,120.00	95,500.00
24	86,223.00	89,363.00	92,620.00	96,000.00

Third Year Captain

	2003	2004	2005	2006
1	86,880.00	90,138.00	93,518.00	97,025.00
2	87,130.00	90,388.00	93,768.00	97,275.00
3	87,192.50	90,450.50	93,830.50	97,337.50
4	87,255.00	90,513.00	93,893.00	97,400.00
5	87,317.50	90,575.50	93,955.50	97,462.50
6	87,380.00	90,638.00	94,018.00	97,525.00
7	87,442.50	90,700.50	94,080.50	97,587.50
8	87,505.00	90,763.00	94,143.00	97,650.00
9	87,567.50	90,825.50	94,205.50	97,712.50
10	87,630.00	90,888.00	94,268.00	97,775.00
11	87,692.50	90,950.50	94,330.50	97,837.50
12	87,755.00	91,013.00	94,393.00	97,900.00
13	87,817.50	91,075.50	94,455.50	97,962.50
14	87,880.00	91,138.00	94,518.00	98,025.00
15	87,942.50	91,200.50	94,580.50	98,087.50
16	88,005.00	91,263.00	94,643.00	98,150.00
17	88,067.50	91,325.50	94,705.50	98,212.50
18	88,130.00	91,388.00	94,768.00	98,275.00
19	88,192.50	91,450.50	94,830.50	98,337.50
20	88,255.00	91,513.00	94,893.00	98,400.00
21	88,317.50	91,575.50	94,955.50	98,462.50
22	88,380.00	91,638.00	95,018.00	98,525.00
23	88,880.00	92,138.00	95,518.00	99,025.00
24	89,380.00	92,638.00	96,018.00	99,525.00