

Contract no. 1887

AGREEMENT NO. 4

between

THE CITY OF VINELAND  
A Municipal Corporation of the State of New Jersey

and

POLICEMEN'S BENEVOLENT ASSOCIATION  
LOCAL 266

An Employee Representative

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AGREEMENT, dated the 27th day of August,  
1993, by and between THE CITY OF VINELAND, a municipal cor-  
poration of the State of New Jersey (hereinafter referred to as  
the "City"); and the POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL  
NO. 266, (hereinafter referred to as the "PBA").

## ARTICLE ONE

### PURPOSE

This Agreement is entered into pursuant to the provi-  
sions of Chapter 303, Laws of 1968 (N.J.S.A. 34:13A-5.1, etc.  
and as amended) of the State of New Jersey, to promote and  
ensure harmonious relations, cooperation and understanding bet-  
ween the City and the employees; to prescribe the rights and  
duties of the City and 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 TWO

RECOGNITION

It is the intention of the parties that this Agreement be construed in harmony with the Rules and Regulations of the Civil Service Commission, Chapter 303 of the Laws of 1968, and as amended, the Statutes of the State of New Jersey, the Ordinances of the City of Vineland, and the Rules and Regulations of the Police Department, but, no Ordinance of the City or rules and regulations of the Department shall amend or alter any agreed upon term of this Contract.

The City recognizes the PBA as the sole and exclusive representative of those certain employees in the Police Department of the City of Vineland for the purpose of collective negotiations concerning salaries, wages and other terms and conditions of employment. For the purposes of this Agreement, an employee or the employees are those employees in the following titles pursuant to the Certification Docket No. RO-93-116 by the State of New Jersey, Public Employment Relations Commission dated March 1, 1993 as authorized by the New Jersey Employer-Employee Relations Act of 1968, as amended, as follows:

All police officers employed by the City of Vineland excluding all managerial executives, confidential employees, craft workers, supervisors within the meaning of the Act,

superior officers, dispatchers, non-police employees, and all other employees employed by the City of Vineland.

ARTICLE THREE

MANAGEMENT RIGHTS

Section 1. All of the authority, rights and responsibilities possessed by the City are retained by it.

Subject to the terms of this Agreement and all other applicable laws, it is the right of the City through and by the Director of Public Safety and any of his designated representatives to determine the standards of service to be offered by its employees; determine the standards of selection of employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for any other legitimate reason; maintain the efficiency of its operations; determine the amount of overtime to be worked; determine the methods, means and personnel by which its operations are to be conducted; determine the content of work assignments; schedule the hours; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

Section 2. 7K Exemption of the Fair Labor Standards Act. As required by law, the City of Vineland



adopted provisions of the Fair Labor Standards Act on September 27, 1985. And as such, elected to adopt the 7K exemption provisions of the Fair Labor Standards Act, specifically, the 171 hour - 28 day cycle portion.

#### ARTICLE FOUR

##### MAINTENANCE OF STANDARDS

Section 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 or privilege provided by law, rule or regulation for employees without prior notice to the PBA and when appropriate without negotiations with the PBA, 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.

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

Section 3. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

## ARTICLE FIVE

### ASSOCIATION REPRESENTATIVES AND MEMBERS

Section 1. Authorized representatives of the PBA, whose names shall be filed in writing with the Director of Public Safety, shall be permitted 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. Upon entering the premises, the authorized representative shall notify the Shift Commander or, in his absence, his authorized representative. The PBA representative shall not interfere with the normal conduct of the work of the Police Department.

Section 2. Pursuant to N.J.S.A. 11:26C-4, the City of Vineland agrees to grant a leave of absence with pay to the duly authorized representatives of the POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 266, to attend any state or national convention of such organization. A certificate of attendance to the State or National convention shall be submitted by the representative so attending. Leave of absence shall be for a period inclusive of the duration of the convention with a reasonable time allowed for time to travel to and from the convention. A delegate can take off a day (his/her tour of duty) if it falls within the same twenty-four (24) hour period of a State meeting.

Section 3. Members of the PBA, who, by mutual



agreement between the City and PBA, participate during working hours in grievances and negotiations with the City, shall suffer thereby no loss of pay. Members of the PBA shall be allowed one-half (1/2) hour prior to and one-half (1/2) hour after the session is over as excused time from their work assignment. They shall give their supervisor reasonable notice in advance of their desire to attend such meetings. It is understood, however, that such participation shall be permitted unless the employee's attendance would interfere with the work of the Police Department.

Section 4. The City agrees to provide release time for the three (3) officers of the PBA if on duty, to attend full union meetings/functions and also up to four (4) hours per month for the President or his designee to conduct union business, with no loss of time, money/or seniority. Any hours not used in a month may accrue to the next month. However, no more than four hours shall accrue at any one time.

Section 5. The City shall provide to the PBA the names and addresses of potential new employees. The City further agrees to permit two (2) representatives of the PBA solely the right to meet with new employees for up to one (1) hour immediately following the swearing in of the employees.

ARTICLE SIX

CHECK OFF AND REPRESENTATION FEE

Section 1. Check Off.

The City agrees to grant rights of dues deduction to PBA and will deduct PBA membership dues from the pay of those employees who individually request in writing that such deductions be made. Such written request must be given to the City's Personnel Office. The City shall remit once a month the monies collected for this purpose to the PBA.

A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the PBA and approved by the City, during the month following the filing of such card with the City.

The PBA shall indemnify and save the City harmless against all claims, demands, suits or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the PBA pursuant to this Section of the Article.

Any such written authorization may be withdrawn at any time by filing a written notice of such withdrawal with the City's Personnel Office. Withdrawals shall become effective fifteen (15) days after such filing.

Section 2. Representation Fee

In addition, in accordance with the provisions of N.J.S.A. 34:13A-5.5, the City agrees to deduct from the



salaries of its employees subject to this Agreement, but not members of the PBA, a representation fee in lieu of dues for services rendered by the majority representative in an amount equal to 85% of the regular membership dues, fees and assessments paid by members of the PBA, less the cost of benefits financed through the dues and assessments and available to and benefiting only members of the PBA. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S. 52:14-15.9(e)), as amended. Said monies, together with records of any corrections, shall be transmitted to the PBA during the month following the monthly pay period in which deductions were made. Implementation of a payroll deduction for a representation fee will commence with a proper legal notification from the PBA pursuant to the New Jersey State law.

If, during the life of this Agreement there shall be any change in the rate of membership dues, the PBA shall furnish to the City two months' written notice prior to the effective date of such change.

The PBA agrees to furnish the City with a copy of its "demand and return system" which must be established and maintained by the PBA in accordance with the law.

The PBA shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out or by reason of any action taken



in making deductions and remitting the same to the PBA, pursuant to this Section of this Article.

## ARTICLE SEVEN

### BULLETIN BOARDS

Section 1. The City agrees to furnish suitable bulletin board space in the Locker Room and in the Squad Room to be used exclusively by the PBA. The City agrees that the only bulletin boards allowed to be used by an employee organization, identified as the bargaining agent for the Police Officers, being the PBA, shall be the one furnished to and used by the PBA. The City will allow the PBA to install a locking cover on its bulletin board at the expense of the PBA.

Section 2. The PBA agrees to limit its postings of notices and bulletins to such bulletin board.

Section 3. The PBA agrees that it will not post materials which may be profane, derogatory to any individual, or constitute election campaign material. All bulletins or notices shall be signed by the PBA president or his designee.

Section 4. Any material which the City alleges to be in violation of this Agreement shall be promptly removed by the PBA. The matter will then be subject to the grievance procedure for resolution.

ARTICLE EIGHT

NONDISCRIMINATION AND PERSONNEL RECORDS

Section 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. Both the City and the PBA shall bear the responsibility for complying with this provision of the Agreement.

Section 2. All references 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.

Section 3. The City agrees not to interfere with the rights of employees to become members of the PBA. There shall be no discrimination, interference, restraint or coercion by the City or any City representative against any employee because of PBA membership or because of any employee activity permissible under the New Jersey Employer-Employee Relations Act of 1968, as amended, or this Agreement.

Section 4. The PBA recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

Section 5. Personnel Records. Each employee shall receive a copy of any reprimand or adverse documentation



that becomes part of an employee's permanent record placed upon his personnel file and has the right to examine the file at any time convenient to the employee and the custodian of the file.

The employee shall acknowledge said material by signing the material; if the employee refuses to acknowledge such material, it may be included in his file if evidence is appended that he was given the opportunity to acknowledge and respond, but refused.

When an employee has given prior written authorization, or accompanies an PBA representative, the PBA representative shall be given access, by the custodian of the files, at a reasonable time to the personal record pertaining to the employee involved. The employee assumes any and all risks involved in such disclosure, and no employee of the City (nor the Union nor any of its representatives) shall be held accountable for disclosing information in the files. The form of written authorization shall be provided by the City.

Section 6. The City agrees to protect the confidentiality of personnel files and other similar documents, except that the City may use such personnel files and other similar documents in connection with its function as a public employer.

Section 7. Except for complaints of a criminal or quasicriminal nature, any job-related complaints regarding a policeman made to any member of the City administration or



supervisory personnel shall be called to the attention of the involved policeman. Such officer shall have the right to respond and/or rebut such complaint.

Section 8. Medical records are covered by the Federal Confidentiality Act and can be released pursuant to City Policy No. 87.

#### ARTICLE NINE

#### NO-STRIKE PLEDGE

Section 1. The PBA covenants and agrees that during the term of this Agreement, neither the PBA nor any 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 PBA agrees that such action would constitute a material breach of this Agreement.

Section 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 con-

tained in Article Twenty-Five.

Section 3. The PBA will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout, or other job action against the City.

Section 4. Nothing contained in this Agreement shall be construed to limit or restrict the City in its rights 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 PBA or its members.

#### ARTICLE TEN

##### SALARIES

Section 1. The specific wages for employees hereunder for the calendar year 1992, 1993, 1994, and 1995, shall be provided in Schedule "A" attached hereto and made a part hereof. All wages shall be authorized by an appropriate ordinance to be adopted by the City. The wages outlined accordance with Schedule "A" attached hereto shall be the wages paid for the calendar year 1992, pay period beginning Sunday, December 29, 1991; wages paid for the calendar year 1993, pay period beginning Sunday, January 3, 1993; wages paid for the calendar year 1994, pay period beginning Sunday, January 2, 1994 and wages paid for the calendar year 1995, pay period beginning



Sunday, January 1, 1995 to all employees employed as of the date of the signing of this agreement, and whose names appear on said Schedule "A".

Section 2. Employees voluntarily committing to forfeit holiday pay biannual payments for the opportunity to convert said payment to base wages, may do so based on the following condition:

1. Employee must have 22 years of service
2. The conversion option would be limited to a minimum of 3 years.
3. The conversion would be at the rate of 85% of the specific commitment year's holiday pay rate.
4. This option must be committed in writing to the City administration by December 15 of the year immediately preceding initiation of option.
5. This option once chosen cannot be reverted.
6. It is understood that all other conditions under Article 13 - Holiday Pay are forfeited.

Note: This option is available commencing with calendar year 1994. Eligible members must make election by December 15 of the year prior.

#### ARTICLE ELEVEN

##### PAY PERIOD

Section 1. All salary and wages of individual employees shall be paid on a weekly basis and shall normally be paid to the member on each Friday of the month, unless that day be a holiday, and then payment is to be made on the day preceding the holiday.



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

- (a) base pay
- (b) overtime
- (c) court payments
- (d) holiday pay

Same shall be explained in the deduction code attached to the employee's check.

Section 3. The City shall provide each employee with a computation of his base hourly rate of pay for each year of the life of this Agreement.

Section 4. The City will provide the Police Department with payroll checks on Thursday after 3:00 p.m. to be released Friday morning for those officers on the 11:00 p.m. to 7:00 a.m. shift only, unless that day be a holiday and then payment is to be made on the day preceding the holiday. The Police Department must provide a weekly list of the 11:00 p.m. to 7:00 a.m. shift officers who will be entitled to receive their check at 7:00 a.m. on Friday morning.

ARTICLE TWELVE

VACATIONS

Section 1. All employees hereunder shall receive the following annual leave for vacation purposes with pay in and for each calendar year, except as otherwise provided: Up to one (1) year of service, one (1) working day's vacation for each month of service; after one (1) year of service and up to five (5) years of service, fifteen (15) working days' vacation; after five (5) years of service and up to twelve (12) years of service, eighteen (18) working days' vacation; and after twelve (12) years of service and up to fifteen (15) years of service, twenty-one (21) working days' vacation; after fifteen (15) years of service, twenty-four (24) working days' vacation.

Section 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 his 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.

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

Section 4. All vacations shall be granted, so far as practicable, in accordance with the desires of the employee. Employees shall submit vacation requests prior to May 1st of



each year, or if said vacation shall be taken prior to May 1st, then at least 10 days prior to the commencement of the proposed vacation period. The Chief of Police or his designee shall respond to a request for vacation within ten (10) days of receipt of the request. Preference for vacation time shall be given in order of seniority, with officers selecting vacation on the basis of seniority for two-week periods or longer in those cases where the officer elects to take more than two weeks consecutively. In the event that an officer does not select more than two weeks consecutively, after his/her selection of two weeks, the selection process shall move to the next senior officer. Officers may request a change of approved vacation by requesting a schedule change ten (10) days prior to requested vacation date. Unless there is good and just cause to deny the request for vacation change, the Chief of Police or his designee shall approve the change.

Section 5. The above applies to all employees, except that new employees may not use these earned days until the completion of ninety (90) days employment with the City. In the event that special extraordinary circumstances exist, the new employee may use earned and accrued days prior to the completion of said ninety (90) day employment upon approval of the Chief of Police or his designee. Should a new employee be unable to take time off because of the ninety (90) day provision, said eligible time will be allowed to be carried over to

the succeeding year.

Section 6. Vacation pay will be granted to employees terminating their employment. The number of vacation days to be granted will be the proportional number accrued during the year of termination.

Section 7. Officers are permitted to take three (3) single vacation days a year and may chose to split one day each year into two (2) half vacation days.

Section 7b. An employee who commences employment during the first fifteen (15) days of the month shall be credited with having worked a full month for the purposes of vacation computation. An employee who commences employment on the sixteenth (16) day of the month or thereafter shall not be credited with working said month for the purposes of vacation computation.

#### ARTICLE THIRTEEN

##### HOLIDAY PAY

Section 1. Each employee shall receive fifteen (15) paid holidays per year. The holiday pay shall be computed at the straight time hourly rate of pay by rank, based upon an eight (8) hour day. Holiday payments shall be made in the last pay period of June and the first pay period in December of each year.



Section 2. Any employee entitled to receive holiday pay may elect to take compensatory time off in lieu of cash payment of his holidays, provided, however, that the employee shall request in writing such compensatory time off from the Chief of Police or his designee, who, in his discretion, which shall be reasonably exercised, may grant the employee said compensatory time off.

Section 3. An employee who commences employment during the first fifteen (15) days of a month shall be credited with having worked a full month for the purposes of holiday pay computation. An employee who commences employment on the sixteenth (16th) day of the month or thereafter shall not be credited with working said month for the purpose of holiday pay computation.

Section 4. Holiday pay will be granted to employees terminating their employment. The number of holidays to be granted will be the proportional number accrued during the year of termination.

Section 5. The contract is retro-active to January 1, 1992. There will be no retro-pay applicable to 1992 Holiday Pay.

Section 6. See Article 10 - Salaries for additional information regarding conversion option.

ARTICLE FOURTEEN

EDUCATION AND TRAINING INCENTIVES

Advanced training and education achievement are considered an important factor in the professional development of the police officer. Achievement in these areas may be considered in the way of special assignments and shall be acknowledged by special salary increments based on the following scale.

Each employee shall be paid an increment of \$12.50 per credit upon completion of an aforesaid approved accredited college course, up to a maximum of one hundred twenty (120) credits. The employee must submit a certificate of successful completion before any payment of the credit increment. Education increments shall be incorporated into the employee's salary by the City on or about the 1st day of January and the 1st day of July for approved credits earned since the previous incorporation of an earned increment. However, before an employee can receive Education and Training Incentives, he must have completed twelve (12) credits in an approved Police Science course, at which time he shall then be paid for said credits.



ARTICLE FIFTEEN

TRAVEL ALLOWANCES

Section 1. Per Diem Meal and Lodging Expenses. The City agrees to reimburse, on a per diem basis as established by rules and regulations of the Business Administrator, employees who are eligible for travel expenses, for their actual and necessary expenses incurred while in travel status in the performance of their official duties for hotel lodgings, meals and incidental expenses related thereto for a full day at rates not to exceed a total of \$115.00 per day in 1992, and \$130.00 per day in 1993. The City agrees to pay lunch money for official business day trips, including advanced training but not basic training, upon presentation of receipts, but the amount shall not exceed \$10.00.

Section 2. Mileage Allowance. The City agrees to provide, subject to the rules and regulations of the Business Administrator, maximum mileage allowance rate for the use of personal vehicles for those persons eligible for such allowance in connection with official travel. The mileage allowance rate will be twenty-eight (28) cents per mile. Official travel shall include any court appearance or authorized police business outside the geographic boundaries of the City of Vineland and for which the use of an employee's personal vehicle is required. Employees shall first attempt to use a city vehicle for official travel, if none is available, the employee shall

be compensated at the rate of twenty-eight (28) cents for the use of his personal vehicle for official travel outside the City of Vineland. Any employee required to use his personal vehicle for official travel shall be covered by secondary insurance provided by the City.

#### ARTICLE SIXTEEN

##### COURT TIME

Section 1. Any employee who is required to appear during non-working hours in any court of competent jurisdiction including New Jersey State Departmental Divisional hearings, shall be compensated for such hours or one and one-half hours, whichever is greater. Such compensation shall be at the overtime rate of pay portal to portal. The effective date of this compensation shall be the executed date of the contract.

#### ARTICLE SEVENTEEN

##### SICK LEAVE

###### A. Service Credit for Sick Leave.

1. All employees shall be entitled to sick leave with pay as specified hereunder.

2. Sick leave for purposes herein is defined to mean absence from duty of an employee because of personal



illness by reason of which such employee is unable to perform the usual duties of his position, exposure to contagious disease, a short period of emergency attendance upon a member of his immediate family seriously ill and requiring the presence of such employee. For the purpose of these rules, "member of immediate family" is interpreted as meaning, father, mother, step-father, step-mother, husband, wife, child, sister, brother or other near relative who resides in the employee's household.

3. The PBA agrees to actively discourage the abuse of sick leave by members of the bargaining unit.

4. The PBA further acknowledges that the City, through the Chief of Police or his designee, may adopt such sick leave and verification policies from time to time to control sick leave abuses as it may determine necessary.

B. Amount of Sick Leave.

1. The minimum sick leave with pay shall accrue to any full-time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment; and fifteen (15) working days in every calendar year, as set by N.J.A.C. 4A6-1.3, as long as the employee is actively employed. If the employee terminates, the fifteen (15) working days shall be prorated at the rate of one and one fourth (1 $\frac{1}{4}$ ) days per each full month of

employment.

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

3. Any on-duty officer not using any sick leave in a given calendar year shall be paid for two sick days and said days shall be deducted from said officer's total number of sick days.

4. Sick Leave may be used by employees who are unable to work because of:

1. Personal illness or injury
2. Exposure to contagious disease
3. 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, step-child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, or other relatives residing in the employee's household. In addition, the City recognizes step-father and step-mother as part of the immediate family. This section includes care for a child unable to attend school or a day care facility for medical reasons and no other person is available to care for employee's child.
4. Death in the employee's immediate family for a reasonable period of time.

C. Reporting of Absence on Sick Leave.

1. If an employee is absent for reasons that entitle him to sick leave, his shift commander shall be notified prior to the employee's starting time, in accordance



with Department rules and regulations.

(a) Failure to so notify his shift commander may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

(b) Absence without notice for five (5) consecutive days shall constitute a resignation not in good standing.

D. Verification of Sick Leave.

1. An employee who shall be absent on sick leave for five (5) or more consecutive days, or totaling more than ten (10) days in one calendar year, may be required to submit acceptable medical evidence substantiating the illness from a physician acceptable to the City.

Furthermore, the City may require such employee to be examined by a City-designated physician at the expense of the City.

2. In case of 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.

3. The City may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the City, by a physician designated by the City. Such examination shall

establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

E. Injury Leave.

1. If any employee is incapacitated and unable to work because of any injury sustained in the performance of his police duties, as evidenced by certificate of a City-designated physician or other doctor acceptable to the City, he shall be granted in addition to his annual sick leave with pay or any accumulations thereof, leave of absence with pay for a period of three hundred sixty-five (365) calendar days or so much thereof as may be required, as evidenced by certificate of the City-designated or accepted physician, but not longer than a period of which workmen's temporary disability compensation payments are allowed.

If at the end of such three hundred sixty-five (365) calendar 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 or she so desires, to use all or any part of the sick leave accumulated to supplement compensation payments so that combined compensation payments and sick leave 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 of Vineland, 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 of Vineland by the insurance carrier or the employee.

Whenever the City-designated physician or accepted physician 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 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 or other physician acceptable to the City.

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

ARTICLE EIGHTEEN

FUNERAL LEAVE AND PERSONAL LEAVE DAYS

A. Funeral Leave.

Section 1. Employees shall be granted special leave with pay for up to a maximum of five (5) days in the event of the death of the employee's spouse, son, daughter, mother, father, step-mother, step-father and step child.

Funeral leave shall commence upon notification of death.

Section 2. Employees shall be granted leave with pay for up to a maximum of three (3) days in the event of the death of the employee's grandfather, grandmother, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchildren, grandparents of the spouse and step family members. Funeral leave shall commence upon notification of death and shall terminate the day following interment. In the event funeral services for the deceased hereunder are held at a distance greater than a 500-mile radius from the City of Vineland, then such funeral leave shall be for a maximum of five (5) days. To be eligible for use of any funeral leave days, the employee must attend the funeral services.

Section 3. Request for any and all funeral leave shall be subject to the approval of the Chief of Police; such approval shall not be unreasonably denied.



B. Personal Leave Days.

Section 1. The City grants three (3) Personal Leave Days to each employee per calendar year. 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 of his designee, with a copy to the immediate supervisor. Said request shall be granted at the discretion of the Chief of Police or his designee, so long as his employee's absence can be permitted without interference with the proper conduct of the Department. Personal Leave Days shall not accumulate.

Recognizing the scheduling concerns with regard to Personal Days on the part of the City and the employees, the City agrees that at least one of the personal days will be given priority consideration for scheduling as requested by the employee.

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

Section 3. Personal leave days are administered in the following manner:

- (a) Anyone on the payroll between January 1 and

April 30, for 30 consecutive days, will earn one day;

(b) Continued employment May 1 through August 31, will earn an additional day;

(c) Continued employment September 1 through December 31, will earn another day.

Notwithstanding the above, any personal day allowed but not earned under the four-month criteria will be deducted from the employee's final pay check.

Section 4. The above applies to all employees, except that new employees may not use these earned days until the completion of ninety (90) days employment with the City. In the event that special extraordinary circumstances exist, the new employee may use said personal days prior to the completion of said ninety (90) day employment upon approval of the Chief of Police or his designee. Should a new employee be unable to take time off because of the ninety (90) day provision, said eligible time will be allowed to be carried over to the succeeding year.

Section 5. The City agrees that an employee may choose to split one Personal Day each year into two (2) half personal days.



ARTICLE NINETEEN

LEAVE OF ABSENCE AND MILITARY LEAVE

A. Leave of Absence.

Section 1. Any employee desiring leave without pay for personal reasons shall make a request in writing to the Director of Public Safety 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. Leaves shall be granted or denied in writing.

B. Military Leave.

Section 1. Leave shall be granted to employees to fulfill the special military requirements of regular annual active duty for training with any reserve unit of the Army, Navy, Marine Corps, Coast Guard, National Guard or the Air Force. The employee shall be paid his regular pay during the period of his military training.

C. Family Leave Act

Pursuant to the Family Leave Act (N.J.S.A. 34:11b-1, et.seq.) employees who have worked at least 1,000 hours during the last twelve (12) months are eligible to receive an unpaid leave of absence for a period not to exceed twelve (12) weeks in any twenty-four month period. Leave may be taken only for the following reasons:

- A. The birth or adoption of a child.
- B. The serious health condition of a family member. (i.e., child, parent or spouse).

Eligible employees must provide prior notice to the Department Head if requesting a leave of absence under this Act. Management has a right to request that an employee provide a certification issued by a licensed health care provider in order to verify necessity of leave.

ARTICLE TWENTY

CLOTHING ALLOWANCE/CLOTHING MAINTENANCE ALLOCATION

Section 1. The City agrees to pay to any employee assigned to a non-uniformed position the sum of \$700.00 per annum as a clothing allowance; if such employee works for less than one (1) full year, then such amount shall be pro-rated for the period assigned.

Section 2. The City agrees to pay each uniformed employee the sum of \$500.00 per annum as a uniform maintenance



allowance. In the event an employee terminates employment with the City, the uniform allowance payment will be the proportional amount accrued during the year of termination.

Employees agree to maintain their uniforms in good and clean condition. Said \$500.00 uniform maintenance allowance shall represent compensation for shoes, ties and maintenance of clothing.

Section 3. The City agrees to pay each employee assigned to a non-uniform position the sum of \$150.00 as a uniform maintenance allowance. In the event an employee terminates employment with the City, the uniform allowance payment will be the proportional amount accrued during the year of termination. Employees agree to maintain their uniforms in good and clean condition.

Section 4. The City agrees to pay once annually said allowances in the first payroll period of the month of December to all non-uniformed and uniformed personnel covered by this contract and on the payroll as of said date.

ARTICLE TWENTY-ONE

OVERTIME

Section 1. Officers are required to be dressed in the uniform of the day and available and ready for briefing and assignment fifteen (15) minutes prior to commencement of their shift. It is agreed that such briefing time and any dressing or preparation time prior thereto shall not be considered compensable time by this Agreement.

Those hours worked when any employee covered by this Agreement is called in for specific duty assignment from an off-duty or from between work shifts or when required to work beyond the end of a regularly scheduled shift shall be computed at one and one-half (1½) times the regular rate of pay.

All time to be paid at the overtime rate of pay shall be recorded after a minimum eight (8) minutes are worked and shall be paid in quarter hour increments. Thus, if an officer works 8-22 minutes beyond the shift, the officer will be paid for 15 minutes, 23-27 minutes beyond the shift, the officer will be paid for 30 minutes, etc.

No hours shall be worked which would require the overtime rate of pay unless said hours have been specifically authorized by the Shift Commander or his designee prior to being worked.

There will be no retro-pay applicable to 1992 Overtime.



Section 3. Employees, when called in for a specific duty assignment from an off-duty day or from between work shifts, shall be entitled to be paid a minimum of three (3) hours at the overtime rate of pay, unless the work continues into their regularly scheduled work hours, in which case they would be entitled to call-in (overtime) pay only for the period prior to the commencement of their regular shift.

Section 4. The completion and maintenance of accurate reports of investigations is essential to the proper conduct of the Police Department. Employees shall not be called back to work to correct a report or file once said report/file has been submitted to and approved by the shift supervisor or his designee as shown by the supervisor's/designees's signature or initials. If after approval of said report/file a substantive error is noted and correction is needed and re-call of the employee is deemed necessary, such employee shall be paid overtime for hours worked or a fraction thereof.

Section 5. Assignment of mandatory overtime shall only be done in emergency situations. All other overtime shall be first made available to the non-working employees from the shift that is short. If no non-working employee is available, then the overtime shall be offered to the other employees. All overtime shall be assigned based upon a rotating schedule, thus allowing equal opportunity for all employees. The shift supervisor shall keep records of such assignments and the records

shall be available for the employees to examine in the event a conflict or question should arise. The express purpose of this clause is to equalize the opportunity for overtime for all employees. Nothing herein contained is to preclude the assignment of a specific employee to overtime if a special skill or qualification is necessary.

## ARTICLE TWENTY-TWO

### WORK WEEK

Section 1. All Police Officers covered under the terms and conditions of this Agreement shall work a forty (40) hour work week. For the purposes of this Agreement, work week shall be defined as the seven-day period commencing Sunday and ending Saturday. Nothing herein contained, however, shall be construed to guarantee any Police Officer any number of consecutive days off during any work week.

Section 2. The PBA 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 Twenty-One.

Section 3. An employee shall receive no less than seven (7) working days notice of any change in his work schedule unless such change is due to an emergency situation and



ARTICLE TWENTY-FOUR  
HEALTH BENEFITS  
ordered by the Chief of Police.

Section 4. Employees shall only perform duties consistent with the definition specified by the New Jersey Department of Personnel (Civil Service).

### ARTICLE TWENTY-THREE

#### RETIREMENT

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

Section 2. In case of death of an employee, there shall be paid to the surviving spouse, beneficiary, or estate, the amount or amounts due for any and all unused vacation, holiday leave, sick leave and compensatory time coming and pay period due.

Section 3. At retirement, the City agrees to pay each employee an amount equal to 50% of all accrued sick leave pay up to a maximum amount of \$15,000.00.

Section 4. Employees with 25 years of service with the Police Department of the City of Vineland or a member who receives an approved retirement pension is entitled to prescription benefits as set forth in Article 24, Section 5.

ARTICLE TWENTY-FOUR

HEALTH BENEFITS

Section 1. The City agrees to provide each employee with health insurance coverage better than or equal to that provided in the "New Jersey State Health Benefits Program" but in no event will the City offer any insurance less than what it presently offers without negotiating with the bargaining agent. This coverage shall be fully paid by the City for all employees and their families. The specific benefits being provided are New Jersey Blue Cross and Blue Shield coverage, Series 1420; Rider "J"; Major Medical Insurance, all as more specifically provided for and explained in the brochure entitled "New Jersey State Health Benefits Program."

Section 2. The City also agrees to provide a Prescription Coverage Plan for all employees and their families as follows:

\$5.00 co-pay for all name brand prescriptions

\$3.00 co-pay for all generic brand prescriptions

\$ -0- co-pay for all mail order prescriptions.

Section 3. The City also agrees to provide a customary fee 50/50 New Jersey Dental Plan for all employees and their families.

(a) As options to coverage provided in Section 3, the City also provides group Dental Plans: Delta-Flagship Health Systems, Inc., Delta Preferred Provider Option (PPO) and OraCare Dental Plan.

Section 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 accor-  
dance with the applicable regulations.

Section 5. Upon an employee's retirement (after he has  
had 25 years of service in the Police Department of the City of  
Vineland) or when a member receives any approved retirement  
pension, he shall be entitled to receive all of the then  
Basic Prescription Coverage Plan as described in Section 2  
above, provided by the City of Vineland at the expense of  
the City of Vineland for the shorter of the following  
periods:

- (a) When said retired employee obtains employment  
having comparable Basic Prescription Coverage  
as described in Section 2. However, employees  
shall retain the right to re-enroll in the  
prescription program of the City of Vineland  
based on the program available at the time.
- (b) When the retired employee becomes eligible for a  
federal or state subsidized prescription/  
pharmaceutical program.

#### ARTICLE TWENTY-FIVE

#### GRIEVANCES

Should any grievance arise during the term of this Agreement, such grievance shall be submitted to the following procedure. For the purposes of this agreement, a grievance is defined to be any controversy arising from the interpretation, application or violation of policies, agreements, and admi-

nistrative decisions which affect any member of the bargaining unit.

Step 1: The employee shall submit his grievance in writing within five (5) days after the occurrence of the grievance, in duplicate, to the PBA Representative, who in turn shall forthwith file one copy with the Chief of Police, and said PBA Representative shall forthwith attempt to settle the matter of the grievance with the said Chief of Police. Failure to file his 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 hereinbefore provided, and the matter taken up between the PBA 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 PBA Representative shall take the matter up with the Director of Public Safety and every effort shall be made to reach a mutually satisfactory solution. Failure of the Director of Public Safety to resolve the matter 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 PBA or the City may refer the matter to impartial binding arbitration.



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 PBA. If the City and the PBA cannot mutually arrive at a satisfactory arbitrator within thirty (30) working 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 any such rules and regulations as may be in effect by the Civil Service Commission of the State of New Jersey which might be pertinent, and render his 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 PBA. Any representative or officer of the PBA 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.

The City and the PBA specifically agree that grievance matters shall proceed to arbitration only if submitted by the City or the PBA.

It is specifically agreed and understood that the grievance procedure shall apply to any alleged violation by an

employee of any rules, regulations and policies 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 PBA agrees that the adoption and promulgation of any such rules, regulations and/or policies is within the absolute prerogative of the City.

#### ARTICLE TWENTY-SIX

#### POLICE BILL OF RIGHTS

A. Members of the force hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police powers of the municipality.

B. The wide ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the force. These questions may require immediate investigations by superior officers. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The member shall be informed of the nature of the investigation before any interrogation commences.



Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact.

2. The questioning shall be reasonable in length. Reasonable respite shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.

3. If a member of the force is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be immediately warned of all of his constitutional rights pursuant to the Constitution of the United States and the State of New Jersey and be immediately permitted to consult with counsel of his own choosing prior to any questioning taking place.

4. All police officers shall have access to their individual personnel file upon reasonable notice to the Chief of Police, or his designee.

ARTICLE TWENTY-SEVEN

EQUIPMENT

All new vehicles purchased after the signing of this Agreement for the Patrol Division shall have safety screens installed.

The City agrees to continue to provide and maintain safe equipment for use by the police officers hereunder.

The City agrees to provide and maintain the following equipment:

1. Body Armor - To be replaced when needed.
2. Portable Radio - Shall be provided to each employee on duty.
3. Safety Screens - Shall be in each vehicle for the patrol division.

ARTICLE TWENTY-EIGHT

K-9 OFFICERS

The City agrees to pay employees assigned K-9 duty for the Officer's personal care of the dog and the facilities in which the dog resides at a rate of \$5.25 per hour. It is agreed that such "Canine Care Hours" shall be reported weekly in writing and attested to by said Officers to the Police Chief or his designee. It is further understood that cost for food, veterinarian care, materials and boarding away from the officer's residence when necessary shall be paid by the City to a



kennel of quality reputation of the City's choice. If a kennel is used, no grooming and care compensation will be paid to the K-9 officer during the period of time the K-9 is at the kennel.

It is further understood and agreed that "Canine Care Hours" shall be limited to those hours reasonable and necessary for the feeding, grooming, and medical care of the canine and for the maintenance of the facility in which the canine resides and that said hours shall be paid at the straight rate and shall be "7K" exemption hours. It is agreed that these duties should not exceed four (4) hours per week. It is further agreed that where possible, the medical care of the canine will be scheduled during regular shift time. The effective date of this compensation shall be the execution date of the contract.

#### ARTICLE TWENTY-NINE

#### 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 THIRTY

SEVERABILITY

In the event that any provision of this Agreement between the parties shall be held by operation of law or by a court 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 modifications or revision of such clause or clauses.

ARTICLE THIRTY-ONE

SENIORITY

Seniority shall be the determining factor regarding vacation selection, personal leave requests, work breaks and assignment of vehicles.



ARTICLE THIRTY-TWO

COPIES OF THE AGREEMENT

The City agrees to provide each bargaining unit member and supervisor with a photostat copy of the Agreement and to provide an additional fifteen (15) photostat copies to the PBA within fourteen (14) days of the signing of the Agreement. The official copy shall be the printed copy of the Agreement.

ARTICLE THIRTY-THREE

SAFETY COMMITTEE

A Safety Committee composed of three (3) representatives from management and three (3) representatives from labor shall meet at least quarterly each year. The purpose of said committee shall be for reviewing safety conditions and making recommendations for their improvement.

The City shall endeavor to provide conditions of work which are both safe and healthy in conformity with all federal, state and local laws.

Failure by employees to abide by safety regulations will result in disciplinary action.

ARTICLE THIRTY-FOUR

TERM OF AGREEMENT

This Agreement shall be effective as of January 1, 1992, except as otherwise specified, and shall continue in full force and effect to and including December 31, 1995.

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

THE CITY OF VINELAND

By: [Signature]

Mayor

[Signature]  
City Clerk

POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 266

By: [Signature]

President

NEGOTIATING COMMITTEE:

[Signature]

[Signature]

[Signature]

[Signature]

NEGOTIATING COMMITTEE:

[Signature]

[Signature]

[Signature]





