

**Agreement  
Between**

**CITY OF CAPE MAY, NEW JERSEY  
and  
CITY OF CAPE MAY  
POLICE OFFICERS**

**Represented by**

**LOCAL 59  
POLICE BENEVOLENT ASSOCIATION**

**January 1, 2007 through December 31, 2010**

INDEX OF AGREEMENT

Between

CITY OF CAPE MAY POLICE OFFICERS

Represented by LOCAL 59, POLICE BENEVOLENT ASSOCIATION

and CITY OF CAPE MAY, NEW JERSEY

January 1, 2007 through December 31, 2010

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**PREAMBLE:**

This agreement, made this \_\_\_\_\_ day of July, 2007 by and between the CITY OF CAPE MAY, Cape May County, New Jersey, (hereinafter referred to as "City" or the "Employer"), and LOCAL 59, POLICE BENEVOLENT ASSOCIATION, (hereinafter referred to as "PBA" or "Association"), represents the complete and full understanding on all bargainable issues between the City and the PBA.

**WITNESSETH:**

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

NOW, THEREFORE, it is agreed as follows:

**ARTICLE 1 - RECOGNITION**

- A. The City hereby recognizes Local 59 PBA as the exclusive collective negotiations agent for all patrolmen and sergeants in the Police Department.
- B. The title of policeman shall be defined to include the plural as well as the singular and to include males and females.

**ARTICLE 2 - ASSOCIATION REPRESENTATIVE & MEMBERS**

- A. The Employer agrees to grant the necessary time off, not to exceed one (1) week, without discrimination, to any employee designated by the PBA to attend PBA Local No. 59 State and International meetings or conventions, or to serve in any capacity on other official PBA business provided forty-eight (48) hours written notice is given to the Employer by the PBA, and further provided that for other than convention leave, approval must be received from the City for the employee seeking leave to participate on "official PBA business" and further provided that such approval shall not be unreasonably withheld. No more than (2) employees shall be granted time off at any one time.
- B. Accredited representative of the Association may enter the City facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. When the Association decides to have its representatives enter City facilities or premises it will request such permission from the appropriate City representatives, and such permission will not be unreasonably withheld, provided there shall be no interference with normal operations of the business of City government or normal duties of its employees.
- C. One (1) Association representative and one (1) assistant Association representative may be appointed to represent the Association in grievances with the City.
- D. During negotiations, the Association representatives so authorized by the Association, not to exceed two (2) shall be excused from their normal duties for such periods of negotiations as are

reasonable and necessary, and shall suffer no loss of regular pay thereby, provided that such negotiations do not impair the normal and efficient operations of the City or cause City to expend overtime monies.

E. The Association shall advise the Chief of Police and the Mayor in writing the names, addresses, and titles of its representatives annually in January and within seven (7) days following each change.

**ARTICLE 3 - RETIREMENT**

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

**ARTICLE 4 - LEAVE OF ABSENCE**

A. A leave of absence without pay may be granted for good cause to any employee for a period of up to six (6) months. This is to be at the discretion of the Mayor after recommendation from the Chief of Police and his authorized representative. Said leave may be extended for up to an additional six (6) months period of time in accordance with New Jersey Department of Personnel statutes.

B. Family/Medical Leave of Absence will be granted in accordance with the provisions of the "Federal Family and Medical Leave Act" and the "New Jersey Family Leave Act N.J.F.L.A. and the regulations promulgated pursuant to those statutes. Under the provisions of these statutes, an employee is entitled to twelve (12) weeks of leave during a twelve (12) month period. Employees shall be entitled to leave for the employee's own serious health condition, or the need to care for a spouse, child or parent with a serious health condition. In addition, an employee may take leave to care for a parent, child or parent-in-law. The circumstances under which leave may be taken vary depending on the type of leave requested and the City will grant leave in accordance with the provisions of each statute, the regulations issued for each statute, and judicial decisions interpreting the requirements of each statute. Employees taking FMLA or NJFLA Leaves may be required to use accrued sick leave, vacation, and administrative leave concurrent with the approved leave. The City retains all rights to require proper certification from a health care provider pursuant to all applicable laws.

**ARTICLE 5 - HOURS OF WORK - OVERTIME**

A. Work Schedule: The work schedule for the duration of this contract shall be as follows:

1. The regular work week shall consist of three (3), twelve hour days of work followed by two (2) days off, followed two (2), twelve hour days of work and then followed by three (3) days off work over a fourteen (14) day work cycle. The normal work schedule is designed and intended to be a repeating schedule. The Employer maintains their managerial prerogative to change this schedule so long as just cause is established, reasonable notice is given the PBA and the parties negotiate the economic impact.
2. All police officers, subject to the above work schedule, shall receive one and one-half (1½) times their regular rate of pay for all hours worked in excess of

the eighty-four (84) hour "scheduled" work period within the fourteen (14) day work cycle or in excess of the twelve (12) hour work shift. Payment shall be made in cash or compensatory time at the discretion of the officer. If compensatory time is selected, it shall be subject to the provisions of Paragraph J below.

3. Officers shall rotate their work shift (day and evening) every fourteen (14) days.
- 
- B. No officer shall be required to work in excess of sixteen (16) hours in any twenty-four (24) period.
  - C. All leave time within this Agreement, except Personal Leave shall be converted to the equivalent number hours as is reflected in the current work schedule. Personal Leave shall remain as available to be taken on a day for day basis.
  - D. All officers working a twelve (12) hour shift shall be entitled to one (1) forty-five (45) minute meal break and two (2) non-consecutive, fifteen (15) minute "on-call" breaks.
  - E. Overtime
    1. The hourly rate, on which the overtime (x1.5) rate is to be calculated, shall be the employee's gross pay (base + longevity) divided by two thousand, one hundred and eighty-four (2,184) hours.
    2. Employees covered by this agreement shall receive one and one-half (1½) times their regular rate of pay for all hours worked in excess of the eighty-four (84) hour "scheduled" work period within the fourteen (14) day work cycle or in excess of the twelve (12) hour work shift.
    3. When the Department determines that additional manpower for functions requiring police officers is needed on the current shift, the Department will offer overtime in the following manner:
      - a. All overtime, for functions within the Police Department, will be offered to full time, permanent police officers before overtime is offered to temporary or part time officers.
      - b. Should no police officer be available for an overtime assignment after exhausting the above procedures, the Police Department has the prerogative to order the holdover and call-in of officers pursuant to the provisions of this Agreement.
      - c. No procedure set forth above, shall or is intended to supersede management right and does not apply to seasonal or special event and

functions customarily performed by temporary or part time personnel the Police Department.

F. Hold-Overs

In computing overtime payment, in accordance with Paragraph E above, no compensation shall be paid for up to thirty (30) minutes, but officers shall be compensated one (1) hour for all time over thirty-one (31) minutes.

G. Recall To Duty

If an officer is recalled to duty, they shall receive a minimum guarantee of three (3) hours' compensation at the premium rate set forth in Paragraph E provided said recall duty is not contiguous with the officer's normal shift. Should the officer be called out twice within the same three (3) hour period, they shall receive only one three (3) hour minimum guarantee compensation.

H. Pay Schedule

Overtime compensation shall be paid as submitted each pay period.

I. Court Time

In the event an officer appears in Court during other than their regularly scheduled work period on official municipal business, they shall receive minimum compensation as follows:

1. For any number of municipal court appearances in one (1) day, a guaranteed two (2) hours' compensation, and hour for hour beyond two (2) hours.
2. For any number of county court appearances in one (1) day, a guaranteed three (3) hours' compensation, and hour for hour beyond three (3) hours.

J. Compensatory Time

1. Officers may elect to take compensatory time instead of payment for over time.
2. If elected, officers shall receive 1.5 hours for every hour of overtime and may accrue compensatory time up to eighty-four (84) hours.
  - a. The use of said compensatory time shall be subject to the advance approval of the Chief of Police, and subject to staffing needs as determined by the Chief of Police.

3. At the end of each year, Officers may elect to receive payment for their accrued compensatory time subject to the following:
  - a. Officers must notify the Employer by October 1<sup>st</sup> of their intent to cash-in their compensatory time.
  - b. The City shall notify the Officer by November 1<sup>st</sup>, if the request can be honored based on the City's budgetary constraints.
  - c. If approved, Officers shall receive payment for said compensatory time at their regular rate of pay in their first pay in December.
  - d. If disapproved the officer may carry this compensatory time into the following year and it shall not be subject to the eighty-four (84) hour cap as set forth in Section J(2) above.

K. Exchange of Shifts

It is agreed that officers who participate in exchanges of shifts shall not become entitled to overtime as a result of the exchange of shift. It is further agreed that officers will not call in sick for the sole purpose of providing another employee with overtime.

- L. The City may schedule six (6) unpaid meetings per calendar year with its Sergeants to discuss and review administrative matters. The meetings shall not exceed a total of two (2) hours outside of the Sergeant's normal work day. Each Sergeant shall be granted eight (8) hours of compensatory time off each calendar year in consideration for the attendance at these City called Sergeant's meetings. The use of the compensatory time off shall be in accordance with approval of the Chief of Police.

**ARTICLE 6 - VACATIONS**

- A. Annual vacation leave shall be granted on the basis of the number of years of continuous City employment in accordance with the following schedule:

Years of Service	Vacation Work Periods (Hours)	Years of Service	Vacation Work Periods (Hours)
*1st	1(8) @ Month	11th	21 (168)
2nd	10 (80)	12th	22 (176)
3rd	15 (120)	13th	23 (184)
4th	15 (120)	14th	24 (192)
5th	15 (120)	15th	25 (200)
6th	16 (128)	16th	26 (208)
7th	17 (136)	17th	27 (216)

8th	18 (144)	18th	28 (224)
9th	19 (152)	** 19th & over	29 (232)
10th	20 (160)		

\*Up to the end of the first calendar year, employees shall earn one calendar day per month, not to exceed one (1) work period (8 hours) vacation per complete month of service.

\*\*Employees hired prior to 1/1/85 shall be entitled to 30 days (240 hours) of vacation during and after their 20th years of service.

B. If the taking of vacation would be impossible during the calendar year earned due to City's denial of leave, then vacation time may be carried over to the next succeeding year only, but will not be permitted to accumulate from year to year thereafter. The carried over vacation leave must be taken by June 1st of year into which such leave was carried.

C. The vacation period shall be from January 1st through June 15, and from the day after Labor Day through December 31st of each year. By mutual agreement between individual employees and the Chief of Police, vacations may be permitted from June 16th through Labor Day.

D. Employees may start their vacations on any day. Vacations may be taken in one (1) day increments with the approval of the Chief or her designee.

E. Vacation leaves as set forth in Paragraph A above shall be credited at the beginning of the year, but are earned throughout the year. If employment terminates at a point when the employee has taken more vacation leave than had been earned on a pro-rata basis during the year to the date of termination, the City shall adjust the employee's final paycheck to recover the unearned, but taken, vacation time.

F. In recognition of the fact that the current work schedule provides forty eight (48) hours (but less than two (2) full calendar days) off between the 8-4 shift and the 4-12 shift, and that the vacation entitlements set forth in the schedule in Paragraph A. above reflect a conversion from a vacation schedule based on calendar weeks and days in past agreements to the current procedure of crediting and charging vacation time on the basis of actual scheduled work hours utilized for vacation, it is specifically understood that when an employee takes a vacation as defined in Paragraph D. above that spans a period of time that includes the scheduled forty eight (48) hours off between the 8-4 and 4-12 shifts, the City shall increase the employee's vacation balance as set forth in the schedule in Paragraph A. above by eight (8) hours. The employee's vacation leave balance shall be reduced by the exact number of hours that the employee was scheduled to work.

G. To calculate "years of service" for the purposes of the vacation entitlements set forth in Paragraph A. above, the calendar year hired shall be subtracted from the current calendar year, and then the resulting number shall be increased by one. (For an employee hired during any month of 1980, for example: 1988-1980 = 8+1 =9th year of service.)

H. Where sick leave is exhausted, vacation time may be used to meet family need in the event of catastrophic illness.



**ARTICLE 7 - HOLIDAYS & PERSONAL DAYS**

A. Holidays

All officers who actually work the following actual holidays shall receive one and one-half times their regular rate of pay for all hours worked.

The following holidays will be recognized:

- |                            |                                |
|----------------------------|--------------------------------|
| 1. New Year's Day*         | 8. Labor Day+                  |
| 2. Martin Luther King Day* | 9. Columbus Day+               |
| 3. Lincoln's Birthday      | 10. Veterans' Day Day+         |
| 4. President's Birthday+   | 11. General Election Day       |
| 5. Good Friday             | 12. Thanksgiving               |
| 6. Memorial Day+           | 13. Day After Thanksgiving Day |
| 7. Independence Day*       | 14. Christmas*                 |

\* Actual Holiday  
+ Observed by City on Designated Date

B. Personal Leave. All employees covered under this Agreement shall be allowed three (3) days of personal leave with pay annually, not deducted from sick leave. Such leave shall not accumulate from year to year. Personal leave entitlements for the entire year shall be credited to each employee at the beginning of each calendar year in anticipated of continued employment for the full year.

In the event an employee terminates employment, takes a leave of absence, or has any other change in status where such leave is not earned for a portion of the year, the City shall recover the pro-rated value of said leave and any employee who utilizes more leave than is earned shall be required to reimburse the City for the value of the used, but unearned, leave.

**ARTICLE 8 - JOB RELATED INJURIES AND SICK LEAVE**

A. Job Related Injuries.

The Employer shall continue the Injury Leave Policy consistent with N.J.S.A. 40A:14-137.

If an employee is incapacitated and unable to work because of an injury sustained in the performance of his police duties, as evidenced by a Certificate of an Employer-designated physician or other doctor acceptable to the Employer, 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) days or so much thereof as may be required, as evidenced by certificate of an Employer-designated or accepted physician, but not longer than a period of which worker's compensation 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 employer-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 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 of Cape May, any workers 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 Cape May by the insurance carrier or the employee.

Whenever the Employer-designated physician or physician acceptable to the Employer 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 Employer 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 an Employer-designated physician or other physician acceptable to the Employer.

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.

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

B. Sick Leave.

1. Amount of Sick Leave.

The minimum sick leave with pay shall accrue to a full time employee on the basis of twelve (12) hours per month during the remainder of the first calendar year of employment after initial appointment up to one hundred twenty (120) hours; and one hundred twenty (120) hours in every calendar year thereafter at the beginning of each calendar year in anticipation of continued employment.

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 purposes.

An employee who voluntarily terminates employment or is discharged for cause before the end of the calendar year shall reimburse the City for paid working days in excess of his or her prorated and accumulated sick leave entitlement.

2. Reporting of Absence on Sick Leave.

If an employee is absent for reasons that entitle him to sick leave, he/she shall notify the Communications Operator or Shift Supervisor on duty that he/she will not be reporting for duty because of illness or injury. Notification must be made a minimum of one (1) hour prior to the officer's reporting time or sooner when possible.

If the officer/employee is unable to call or report out sick or injured personally, a relative or other responsible individual may make the necessary notification. The caller shall specify the reason why the officer/employee cannot make the notification personally as well as notifying the department of the place of confinement of the officer/employee.

Notification of absence due to sickness or injury shall include the specific illness or injury the officer/employee is suffering that will prevent him/her from reporting for duty and shall be noted on the Department Sick/Injury Report Form.

3. Address of Confinement.

Officers or other employees reporting out sick or injured shall remain at their residence or place of confinement for the entire period of time they should have been working.

Any officer/employee leaving their residence or place of confinement during his/her period of sick/injury leave shall notify the Communications Operator or Supervisor on duty of the reason for leaving and his/her destination. Further, the officer or employee shall notify the Communications Operator or Supervisor on duty of their return to their place of confinement as soon after returning as possible.

Officers or employees who report out/off duty due to sickness or injury shall be available either by phone contact or in-person visit by the Chief or his designee during the time required to be at home or place of confinement. Telephone answering devices, call forwarding, cellular, or similar phone services will not be considered available by phone.

4. Verification of Sickness/Injury.

Officers or other employees absent from duty for more than three (3) consecutive work days due to sickness or injury shall provide the Chief or his authorized representative with written verification of the sickness or injury from a physician.

Officers or other employees absent from duty after six separate instances during a calendar year may be required to provide written verification of the sickness or injury regardless of the number of days absent.

Officers or employees suspected of sick leave abuse due to a continued pattern of "call outs" will be required to submit a written verification from a physician regardless of the number of instances or days of work/duty missed.

In all instances where written verification of an injury or illness from a physician is required, the written verification must state what specific injury or ailment the officer/employee was treated for. The lack of this specific information will have the written verification deemed incomplete and not in compliance with this order.

The Employer may also require a physician's certificate for illness whenever such requirement seems reasonable and further may adopt such other sick leave verification procedures, as it may deem appropriate.

Furthermore, the Employer may require an employee to be examined by an Employer-designated physician at the expense of the Employer.

In case of a leave of absence due to exposure to contagious disease, a certificate from the Department of Health may be required prior to the employee's return to work. Any cost incurred for such certification shall be borne by the Employee.

Employees taken sick or injured on duty shall report the facts to their commander and shall remain on duty until relieved, unless excused by a superior officer. The only exception to this rule would be where the sickness or injury is disabling to the point of preventing compliance.

Employees who absent themselves in an improper manner shall be subject to disciplinary action being preferred against them in accordance with Departmental Regulations.

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

C. Payment of Accrued Sick Leave at Retirement.

Employees will be entitled to a cash payment upon retirement for unused sick leave in accordance with the following formulas:

1. Employees with twenty-five (25) or more years of service will be paid fifty (50%) percent of the value of accumulated unused sick leave up to a maximum of twelve thousand (\$12,000.00) dollars.
2. Employees with under twenty-five (25) years of service will be paid twenty-five (25%) percent of the value of accumulated unused sick leave up to maximum of twelve thousand (\$12,000.00) dollars.

D. Payment for Work in Lieu of Leave.

The City may, by mutual consent with any employee covered by the terms of this agreement, pay the value of any sick, vacation, or personal day or days, which days shall be worked and deducted from the unused balance of said leave. Subject to annual budget appropriations, any such offer by the City to pay the value of any sick, vacation, or personal days shall be made equally to all employees.

**ARTICLE 9 - INSURANCE, HEALTH & WELFARE**

- A. (i) Until on or about March 1, 2000, the City shall provide health benefits equivalent to current benefit levels for all full time employees and their immediate families, starting on the first day of the month following sixty (60) days of employment. The City shall have the right to change insurance carriers so long as substantially similar benefits are provided. Specific provisions include:
1. Health plan deductibles for unit members and retirees shall continue to be \$100 per employee per year and an additional \$100 for dependents per year.
  2. The health plan for active employees shall include 80%/20% co-insurance up to \$2,000 per employee per year and a second 80%/20% co-insurance up to \$2,000 for all dependents per year. The maximum co-insurance cost for the employee shall be \$400 per year for an employee and an additional \$400 per year for dependents. Expenses over \$2,000 for the employee shall continue to be paid as 100% coverage and expenses totaling over \$2,000 for dependents shall continue to be paid as 100% coverage. There are no lifetime limits.
  3. The health plan for active employees shall provide for 100% coverage after the payment of the deductibles referred to in Subparagraph A.1. above.
  4. The health plan for retirees shall have a one million dollar (\$1,000,000) lifetime limit, shall have the same deductibles, and shall have the same co-insurance factors as the plan for active employees (See Subparagraph A.1., A.2., and A.3. above).
- (ii) Effective on or about March 1, 2000, the City shall provide health benefits under the New Jersey State Health Benefits Plan. The City will hold harmless each employee from any out-of-pocket expenses including deductibles or co-payment liabilities which are in excess of that amount which would have been paid by the employee under the current health benefit insurance plan up to the maximum deductible or co-payment requirements under the New Jersey State Health Benefits Traditional Plan. By way of illustration, if an employee with four dependents incurs the maximum out-of-pocket expenses under the New Jersey State Health Benefits Traditional Plan, which is currently \$2,000.00, the City will pay to the employee the sum of \$1,800.00, which is the difference between the New Jersey State Health Benefits Traditional Plan out-of-pocket expenses and the deductibles under the current health benefit insurance plan.
- Employees who elect a health insurance plan other than the New Jersey State Health Benefit's Traditional Plan shall be governed by the terms of such other plan and the City's agreement to make the reimbursement payments provided for above shall not apply.
5. Effective January 1, 2003, or as soon thereafter as is reasonably possible, the parties agree that:

- (i) Any police officer who is in the NJ Plus Program will be entitled to the Flex Care Plan, \$1,300 for employee only, and \$2,100 for employee and dependents, as per APPENDIX B, to include dental and vision options.
- (ii) Any officer in any other health insurance plan, who switches to the NJ Plus Plan, will also get the Flex Care Plan.
- (iii) Any officer who is in, or switches to, the NJ Plus Plan and elects to switch out of this plan to another plan at a later date, will no longer be eligible for Flex Care Plan, and will pay a co-pay equal to 50% of the difference in the premium between the two plans.
- (iv) Any officer, who switched to the NJ Plus Plan in October of 2002, may switch back to their previous plan, at the next enrollment period in 2003 only, with no penalty. These individuals will not qualify for the Flex Care Plan until January 1, 2004, assuming they remain in the NJ Plus Plan.
- (v) Any officer hired after January 1, 2003, will be provided with the NJ Plus Plan and the Flex Care Program. If the officer elects to select any other plan, they will be subject to the same conditions as identified in Paragraph (iii) above.
- (vi) The City agrees to increase the options available under the Flex Care Plan to include employee payment of City sponsored supplemental health plans such as AFLAC, eye care, etc.

B. The City will maintain personal liability and false arrest insurance, at coverage levels equal to or greater than those in effect at the time of this contract. A copy of the false arrest policy will be provided to the PBA.

C. The City shall provide insurance coverage on employees in their personal vehicles when said vehicles are authorized to be used in the scope of employment, as defined in the City's insurance contract.

D. In accordance with N.J.S.A. 40A:14-155 whenever an employee covered by this Agreement is a defendant in any action or legal proceeding arising out of and directly related to the lawful exercise of Police Powers in the furtherance of his official duties, the City shall provide said employee with the necessary means for the defense of such action or proceeding. In the event that an employee utilizes counsel other than that supplied by the City, the fees and costs shall be agreed upon by the attorney and the City prior to the attorney performing such services. The above does not apply for the defense of an employee in a disciplinary proceeding instituted against him by the City or in criminal proceeding instituted as a result of a complaint on behalf of the City. If any such disciplinary or criminal proceeding instituted by or on complaint of the City shall be dismissed or finally determined in favor of the employee, he shall be reimbursed for the expense of his defense.

E. During the term of this agreement, the City may offer alternate health plans on a uniform basis to all employees covered by this Agreement. No employee shall be required to accept such alternate health plan.

F. Upon retirement after 25 years of service to the City, the City will pay the entire cost of health insurance premiums for those coverage's itemized in Section IX, A. above available for retirees from the City's insurance group to supplement Medicare or any other health insurance to which the retiring employee may be entitled for the lifetime of the retiring employee and his spouse at the time of retirement.

**ARTICLE 10 - EXCHANGE OF DAYS OFF**

A. The Chief or his authorized representative may grant the request of any member of the Department to exchange hours, duties, or days off.

B. Such request shall be reasonably granted on a uniform basis with standard rules and regulations promulgated by the Chief applying to all employees who make this request. Non-availability of same rank personnel may be reason used for denial of such exchange.

C. No exchange of tours shall result in overtime expenses for the City.

**ARTICLE 11 - CLOTHING ALLOWANCE**

A. The City shall supply all required uniforms, which shall be new and not previously used, and equipment to starting police officers.

B. Each detective shall be paid an annual allowance for the purchase and maintenance of clothing. The annual allowance shall be Fifty (\$50.00) Dollars for each calendar year during the term of this Agreement.

C. The cost for specialized clothing and equipment, if any, required for basic police academy training shall be reimbursed by the City.

D. In addition to the above, the City shall supply all the members with the following items:

- |               |                 |
|---------------|-----------------|
| 1. Leather    | 6. Night Sticks |
| 2. Weapons    | 7. Badges       |
| 3. Ammunition | 8. Emblems      |
| 4. Mace       | 9. Patches      |
| 5. Handcuffs  | 10. Flashlight  |

E. Any uniforms or City-supplied equipment lost or damaged through the negligence of a police officer will be replaced or repaired by the police officer at his own cost and expense.

F. In the event the City directs that an entirely new uniform be utilized, the City shall pay for the initial cost of such uniform.

G. Any uniforms or City-supplied equipment lost or damaged in the line of duty will be replaced by the City.

H. Items of personal property or equipment (watch, eye glasses, sun glasses, etc.) lost or damaged in the line of duty (and which have been approved by the Chief of Police in writing prior to the loss as necessary and appropriate items to be in the officer's possession while on duty) shall be replaced by the City.

### **ARTICLE 12 - TIME OFF**

A. Employees shall be granted time off without deduction from pay or time owed for the following reasons:

1. Death in the immediate family, from the day of death up to and including the day of the funeral, not to exceed forty-eight (48) hours.
2. In the event of a serious illness, including childbirth, in the immediate family as defined in Paragraph B, police officers shall be allowed to use accumulated sick time or compensatory time off in order to attend to his responsibilities towards his family.
3. Reasonable verification of the event may be required by the City.
4. Such bereavement leave is not in addition to any holiday, day off, vacation leave, or compensatory time off falling within the time of the bereavement.

B. Immediate family, for purpose of this article, shall be defined as husband, wife, child, stepchild, mother, father, brother, sister, stepmother, stepfather, guardian, mother-in-law, father-in-law, grandmother, grandfather, grand-children, sister-in-law and brother-in-law. Any officer may request leave on the occasion of death of close personal friends not listed above for prior approval by the Chief, who shall not unreasonably deny appropriate leave.

### **ARTICLE 13 - TERMINAL LEAVE**

A. Employees who retire shall receive terminal leave immediately prior to retirement. Such leave shall be computed at the rate of four (4) calendar days for each calendar year of service. Added to such leave shall be any vacation time due which is owed to the retiring employees.

B. If a police officer is on terminal leave, he shall not be entitled to accumulate any additional sick leave, and once terminal leave has commenced, it shall not be interrupted for purposes of taking sick leave.

C. If a police officer is on terminal leave, he shall not be entitled to accumulate or pyramid any fringe benefits. That is, such police officer shall earn no fringe benefits of any kind while on terminal leave.



**ARTICLE 14 - MILITARY LEAVE**

A. Any employee called into the armed forces of the United States during national emergency or drafted, shall be given all the protection of applicable laws and leave of absence shall be granted.

B. Employees who are presently subject to existing reserve requirements of the United States Armed Forces or reserve shall be covered by the military compensation agreement made in paragraph A.

**ARTICLE 15 - GRIEVANCE PROCEDURE**

A. Purpose and definition.

1. The purpose of the grievance procedure shall be to settle all grievances between the City and the Association and employees as quickly as possible, so as to assure efficiency and promote employee morale.
2. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or the Association on behalf of an individual employee or group of employees, from the interpretation, application, or violation of policies, agreements, and administrative decisions affecting them. With regard to the City, the term "grievance" as used herein means a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this agreement.
3. With respect to employee grievances, no grievance may proceed beyond step 2 herein unless it constitutes a controversy arising over the interpretation, application, or alleged violation of the specific terms and conditions of this agreement.

B. Steps of the grievance procedure. All grievances shall be processed as follows:

Step 1: They shall be discussed with the employees involved and the PBA representatives, with the Chief of the department, or any representative designated by him within ten (10) days after the incident complained of. An answer shall be made to the PBA within five (5) calendar days by the Chief or his designated representative to the PBA representative.

Step 2: If the grievance is not settled through step 1, the same shall be reduced to writing by the PBA and submitted to the Mayor or any person designated by him within five (5) days and the answer to such grievance shall be made in writing, a copy to the Association, within five (5) days of the submission.

Step 3: If the grievance is not settled through steps 1 and 2, either party may refer the matter to the Public Employment Relations Commission within ten (10) days after the determination by the Mayor. An arbitrator shall be selected pursuant to the rules of the Public Employment Relations Commission.

C. No arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision by the Mayor. In the event the aggrieved elects to pursue Civil Service procedures, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration. Whichever party to this agreement files for arbitration with PERC and thereafter elects to pursue Department of Personnel procedures shall pay whatever costs may have been incurred in the processing of the case to arbitration.

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

E. The costs for the services of the arbitrator shall be borne equally by the City and the Association. Any additional costs shall be paid by the party incurring same.

F. The decision of the arbitrator shall be final and binding on both parties.

G. The arbitrator's award shall be in writing specifying reasons for such decision.

#### **ARTICLE 16 - COMMENDATION AND HONORABLE MENTION**

A. For commendation and honorable mention, time off awards not to exceed two (2) days for commendation and one (1) day for honorable mention shall be granted, subject to review and award of time off by City Council.

B. The parties agree to establish a review board, which shall be comprised of the Mayor, the Chief of Police, and one (1) police officer from the department, elected by the members of the department. It shall be the duty of this board to review recommendations for awards and make recommendations for awards to the City Council.

C. This Article shall not be subject to grievance procedures.

#### **ARTICLE 17 - PATROL CARS**

A. All new patrol cars shall be air conditioned and shall contain AM-FM radios, and shall be equipped with tilt steering wheels if available and included in state contract for police vehicles.

B. The City agrees to provide every patrol car with the following equipment:

1. Shotguns and shotgun racks in the front compartment of the vehicle.
2. Resuscitator, first aid kit, blanket, flares, shovel, pry bar, fire extinguisher, and such other equipment which shall be agreed upon by the Chief of Police and the PBA. A list of such equipment shall be maintained with each police vehicle, and the officers using the respective vehicles shall be accountable for the equipment therein contained.

C. The employee shall be responsible for the payment of damages to any police vehicles damaged through the negligence or carelessness of the employee.

**ARTICLE 18 - UNSAFE VEHICLES**

A. It shall be the responsibility of each police officer to immediately report any defective vehicles to his immediate superior.

B. In the event appropriate City authorities determined that a vehicle is in an unsafe operating condition, said vehicle shall be removed from service and repaired.

**ARTICLE 19 - SALARY**

A. Detective's Pay

In addition to regular salary, officers who are assigned to serve as detectives shall be entitled to .8% of the officer's base wage for an entire twelve (12) month period of service. If assignment is for a period of less than twelve (12) months, this benefit shall be pro-rated to the number of months actually served.

B. Wages

Officers shall be paid pursuant to Schedule A.

C. Police officers will advance, as has been the past practice of the parties, to the next step of the Wage Guide until they reach top step.

**ARTICLE 20 - LONGEVITY**

A. In addition to wages, police officers shall receive longevity pay as part of their base wages, which will be computed as follows:

<u>Years of Service</u>	<u>Percentage</u>
First through Fourteenth Year of Service (1-14)	0%
Fifteenth through Nineteenth Year of Service (15-19)	1.50%
Twentieth through Twenty-third Year of Service (20-23)	3.00%
Twenty-fourth Year of Service to Retirement (24+)	6.75%

B. Effective January 1, 1992, longevity shall be computed from original year of hire. For the purposes of computing longevity pay, the following shall apply: Any employee hired on or before July 1st shall be considered to have been hired on January 1st of the year hired. Any employee hired on or after July 1st shall be considered to have been hired on January 1st of the next succeeding year.

**ARTICLE 21 - PROBATIONARY PERIOD & ANNIVERSARY DATE**

A. New employees shall serve a probationary period in accordance with Civil Service rules and regulations. The police training academy shall be the one presently located in Sea Girt, New Jersey.

The City shall make all reasonable efforts to secure training for new employees at Sea Girt, but in the event Sea Girt refuses to accept a candidate, that candidate can then be sent to another academy.

B. For all purposes of computation under this contract, the original date of hire shall be used.

**ARTICLE 22 - OUT OF TITLE WORK**

A. In the event a police officer is officially designated to work out of title for more than fifteen (15) consecutive days where the vacancy is not caused by vacation, he shall be paid at the rate of the higher title, from the beginning of the sixteenth (16th) day.

B. No employee so designated and remaining in the higher ranking position for seven (7) days shall thereafter be removed from said position for the sole purpose of avoiding the extra compensation.

**ARTICLE 23 - MANAGEMENT RIGHTS**

A. The City hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this agreement by the laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing the following rights:

1. To the executive management and administrative control of the City government and its properties and facilities and the activities of its employees while on duty.
2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

**ARTICLE 24 - NO STRIKE PLEDGE**

A. The Association covenants and agrees that during the term of this agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow-downs, walkout or other illegal job action against the City undertaken by members of this bargaining unit. The Association agrees that such action would constitute a material breach of this agreement.

B. In the event of a strike, slowdown or walkout, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this agreement shall be deemed grounds for termination of such employee or employees, subject however, to the application of the grievance procedure contained in Article 15.

C. The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout, or other illegal job action against the City undertaken by members of this bargaining unit.

D. Nothing contained in this agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Association or its members.

**ARTICLE 25 - SCHOOLING**

A. This article shall apply only to police officers in the employ in the City of Cape May on or before July 1, 1979. Such employees will be entitled to the benefits noted in the succeeding paragraphs below.

B. Employees shall receive an increment each year of \$10.00 per college credit, providing said employees have earned a minimum of fifteen (15) credits from an accredited college or university. The maximum amount of credits, which shall be compensated for under this agreement, is one hundred thirty (130).

C. With the exception of Sea Girt, certified police training shall be considered compensable under the following formula: For each forty (40) hours of certified police training an employee shall be entitled to three compensable credits.

D. Employee shall receive compensable credits for Sea Girt in an amount allotted by the accredited college of said employee's choice.

E. Police Officers shall present written requests to attend each specific school to the Chief of Police. Any and all denials will be made in written form from the Chief, stating the specific reason for denial. Opportunity to attend schools will not be denied because of the cash payment requirements contained herein, nor shall opportunity to attend schools be arbitrarily, capriciously, or discriminately denied.

F. The Chief shall post notices listing the availability of police training schools.

G. Payment of the increments to be made in the last paycheck of the calendar year.

H. Police officers hired after January 1, 1976 shall only receive increments for college credits earned while employed as a police officer in Cape May, and in order to be entitled to said increments, the credits earned must be in courses taken towards a degree in law enforcement. The courses shall be reviewed by the Chief and/or his authorized representative, prior to being taken for the purpose of

determining eligibility for increments, and an opinion rendered as to eligibility within ten (10) days from the date of submission.

I. Each employee taking a course at an accredited college or university at the expense of City, such as is mentioned in this Article, shall sign an agreement with the City stating that in the event said employee should leave the employ of the City within three (3) years after completion of such course, said employee will reimburse the City for the cost of such educational experience.

#### **ARTICLE 26 - DEDUCTIONS TO SALARY**

A. The City agrees to deduct from the salaries of its employees subject to this agreement dues for 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 office by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

B. If, during the life of this agreement, there shall be any change in the rate of membership dues, the PBA shall furnish to the City written notice prior to the effective date of such change and shall furnish to the City new authorization from its members showing the authorized deduction for each employee.

C. The PBA will provide the necessary "check off authorization" form and deliver the signed forms to the City Treasurer. 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 of or by reason of action taken by the City in reliance upon salary deduction authorization cards submitted by the PBA to the City.

#### **ARTICLE 27 - MISCELLANEOUS**

A. Police officers shall not be required to hand wash their police vehicles.

B. The K-9 dogs shall continue to receive veterinary benefits and care and maintenance allowance after they are "retired" from active duty for whatever reason. When a dog is retired for whatever reason, the City may supply and train a replacement dog for the same handler as the retired dog.

C. As noted hereafter in Article 29, FULLY BARGAINED PROVISIONS, this Agreement represents the total agreement between the parties and shall be paramount, irrespective of any other agreements, which may have been reached previously, or hereafter between individuals and the City.

D. The City shall provide locker room facilities, including shower, toilet, and individual lockers for employees. The City shall also provide lunchroom space and basic appliances for heating and refrigerating food and beverages. Said facilities shall be in the same building as the Police Department.

E. Officers shall be permitted to use the facilities in the fire house for their meals during their tours of duty.

F. The PBA shall be informed of dates, times and any charges thereof for disciplinary hearings and also have the right to have a union PBA representative and/or attorney at

such hearing at the employee's request at no loss in pay. The officer has the right to have a PBA representative present during any meeting or interview, that may result in disciplinary action in accordance with Attorney General Guidelines.

**ARTICLE 28 - PERSONNEL FILES.**

A. The City of Cape May shall maintain an official personnel file for each employee covered by this Agreement. Such files are confidential records, shall be maintained in the office of the Mayor, and may be used for evaluation purposes by the Chief of Police and Mayor.

B. Upon advance notice and at reasonable times, any employee may review the employee's own personnel file. An appointment for review of a personnel file shall be made with the Mayor through the Chief of Police or a designated representative.

C. Whenever a written complaint concerning an employee or actions of an employee is to be placed in a personnel file, a copy shall be made available to the employee and the employee will be given the opportunity to provide a written reply or statement which shall, upon request by the employee, also be filed in the personnel file with the complaint. The city may keep the identity of the complainant confidential at the time a copy is provided to the employee. If any disciplinary action is taken based on the complaint, however, the employee shall be furnished all of the details of the complaint, including the identity of the complainant.

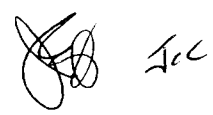
D. Personnel files shall be carefully maintained and safeguarded permanently. Nothing placed in any file shall be removed there from except by specific agreement between the employee and Mayor. Removal of any material from a personnel file by any employee in the absence of such approval shall subject that employee to appropriate disciplinary action.

E. Operational files, separated by employee, may be maintained within the police department in the office of Chief of Police. Said files shall be subject to the same provisions and protections set forth above.

**ARTICLE 29 - JURY DUTY**

A Police Officer who loses time from his job because of jury duty, as certified by the Clerk of the Court, shall be paid by the City the difference between his job rate for eight (8) hours and the daily jury fee, subject to the following conditions:

1. When jury service is completed prior to 1:00 P.M., the employee is required to telephone the City and report to work if requested. In the event that reporting to jury duty is by a call-in system, an employee notified that he or she is not required for jury duty must report to work.
2. Time lost because of jury service will not be considered time worked for purposes of computing overtime.

 JCC

3. The employee must notify his supervisor immediately upon receipt of any communication regarding jury service.
4. No reimbursement of wages will be made for jury services during holidays or vacations.
5. At the City's request, adequate proof must be presented of time served on a jury and the amount received for such services.
6. An employee who voluntarily seeks jury duty in any manner whatsoever shall not be eligible for payments from the City.

**ARTICLE 30 - SEPARABILITY & SAVINGS**

A. If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision and application shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions and applications contained herein shall continue in full force and effect.

**ARTICLE 31 - FULLY BARGAINED PROVISIONS**

A. This agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues, which were or could have been the subject of negotiations.

B. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

**ARTICLE 32 - DURATION OF AGREEMENT**


This Agreement shall be effective retroactive to January 1, 2007 and shall remain in effect to and including December 31, 2010. This Agreement shall continue in full force and effect from year to year thereafter unless one party or the other gives notice in writing no sooner than one hundred fifty (150) days nor later than one hundred twenty (120) days prior to the expiration date of this agreement of a desire to change, modify, or terminate this Agreement. This contract, even though notice as above set forth is given, shall remain in effect until a successor contract is entered into.



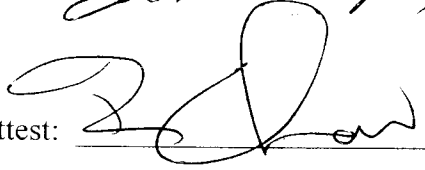
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the City of Cape May, New Jersey on this \_\_\_\_\_ day of July, 2007.

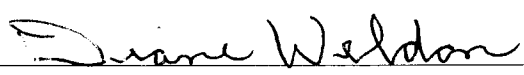
LOCAL 59  
POLICE BENEVOLENT  
ASSOCIATION

CITY OF CAPE MAY

By: 

By: 

Attest: 

Attest: 

Date: 10/20/07

Date: 10/17/07

**SCHEDULE A - SALARY GUIDE**

*JK*

	1.04 Top Step/Sgt 1.0375		1.04 1.0375	1.04 1.0375	1.04 1.0375	1.04 1.0375
	<u>2006</u>	<u>2006 Adj</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
Sergeant	\$72,573	\$80,109	\$83,314	\$86,646	\$90,112	\$93,717
Tenth Year		\$75,652	\$78,678	\$81,825	\$85,098	\$88,502
Ninth Year		\$70,765	\$73,418	\$76,172	\$79,028	\$81,991
Eighth Year	\$68,535	\$65,877	\$68,348	\$70,911	\$73,570	\$76,329
Seventh Year	\$66,423	\$60,990	\$63,277	\$65,650	\$68,112	\$70,666
Sixth Year	\$65,521	\$56,102	\$58,206	\$60,389	\$62,653	\$65,003
Fifth Year	\$64,619	\$51,215	\$53,135	\$55,128	\$57,195	\$59,340
Fourth Year	\$46,345	\$46,327	\$48,065	\$49,867	\$51,737	\$53,677
Third Year	\$42,637	\$41,440	\$42,994	\$44,606	\$46,279	\$48,014
Second Year	\$37,978	\$36,552	\$37,923	\$39,345	\$40,821	\$42,352
First Year	\$33,175	\$31,665	\$32,852	\$34,084	\$35,363	\$36,689

## FLEX CARE MEDICAL OPTIONS

	Employee Only	Employee & Dependents
FLEX CARE BENEFITS:	\$ 1,300.00 =====	\$ 2,100.00 =====
VISION CARE	\$	\$
PRESCRIPTIONS	\$	\$
DENTAL CARE	\$	\$
DR. PRESCRIBED HEALTH AIDES	\$	\$
DEDUCTIBLE RESERVE (\$100 ea.)	\$	\$
20% CO-PAY RESERVE (\$400 ea.)	\$	\$
OTHER ITEMS APPROVED by CITY	\$	\$
	_____	_____
	=====	=====



Employees are required to select the dollar amounts for each Flex Care Option each December for the next following calendar year. Dollar amounts selected will be locked in as of the first business day of each year. Employees will be required to submit paid bills for reimbursement. Flex Care reimbursements will be made through and in conjunction with the issuance of regularly scheduled payroll. Any unused benefits will terminate at the close of the year. Employees who elect to "cash out" are not entitled to Flex Care benefits.



AUTHORIZATION: \_\_\_\_\_ DATE: \_\_\_\_\_

I understand and authorize my Flex Care Medical Options selected above.

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO 115-06-2007

RESOLUTION APPROVING COLLECTIVE BARGAINING AGREEMENT WITH PBA LOCAL 59

**MOTION: Deputy Mayor Favre    SECOND: Councilmember Kurkowski**

WHEREAS, the City of Cape May has negotiated a successor Collective Bargaining Agreement with PBA Local 59 for the period beginning January 1, 2006 and ending December 31, 2009 (the Collective Bargaining Agreement"); and

WHEREAS, the City Council of the City of Cape May desires to approve the Collective Bargaining Agreement attached hereto.

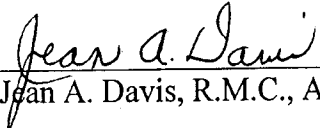
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cape May, County of Cape May, State of New Jersey, that:

1. Collective Bargaining Agreement between the City of Cape May and PBA Local 59, dated January 1, 2006 through December 31, 2009, a copy of which is on file with the City Clerk's Office, be and is hereby approved.

2. The Mayor and City Clerk are hereby authorized, empowered and directed to execute the Collective Bargaining Agreement on behalf of the City of Cape May.

Roll Call	Ayes	Nays	Absent	Abstain
Craig	X			
Favre	X			
Inderwies	X			
Kurkowski	X			
Steenrod	X			

I hereby certify the foregoing to be a true copy of a Resolution adopted by the City Council at a meeting held on June 19, 2007.

  
\_\_\_\_\_  
Jean A. Davis, R.M.C., Acting City Clerk