

AGREEMENT NO. 2

between

Vineland, City of

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

and

VINELAND FRATERNAL ORDER OF POLICE,
CUMBERLAND LODGE NO. 8

An Employee Representative

x Jan. 1, 1987 - Dec. 31 1989

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AGREEMENT, dated the _____ day of _____, 19____, by and between THE CITY OF VINELAND, a municipal corporation of the State of New Jersey (hereinafter referred to as the "City"); and the FRATERNAL ORDER OF POLICE, CUMBERLAND LODGE NO. 8 (hereinafter referred to as the "FOP").

ARTICLE ONE

PURPOSE

This Agreement is entered into pursuant to the provisions 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 between 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 FOP 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-84-19 by the State of New Jersey, Public Employment Relations Commission dated November 7, 1983, as authorized by the New Jersey Employer-Employee Relations Act of 1968, as amended, as follows:

All police personnel serving in the grades of Patrolmen and Parking Violations Officers employed by the City of Vineland excluding superior officers, sergeants, lieutenants, captains, professional employees, confidential employees, craft workers, and supervisors within the meaning of the Act."

ARTICLE THREE

MANAGEMENT RIGHTS

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 stan-

dards 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.

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 FOP and when appropriate without negotiations with the FOP, 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

FOP REPRESENTATIVES AND MEMBERS

Section 1. Authorized representatives of the FOP, 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 FOP 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 FRATERNAL ORDER OF POLICE, CUMBERLAND LODGE NO. 8 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.

Section 3. Members of the FOP, who, by mutual agreement between the City and FOP, participate during working hours in grievances and negotiations with the City, shall suffer thereby no loss of pay. Members of the FOP 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.

ARTICLE SIX

CHECK OFF AND REPRESENTATION FEE

Section 1. Check Off.

The City agrees to grant rights of dues deductions to the FOP and will deduct FOP 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 FOP.

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

The FOP 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 FOP pursuant to this Section of this Article.

Any such written authorization may be withdrawn at any time by filing a written notice of such withdrawal with the City's Personnel Officer. 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 FOP, 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 FOP, less the cost of benefits financed through the dues and assessments and available to and benefiting only members of the FOP. 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 FOP 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 notification from FOP, but not to exceed sixty (60) days from date of notice.

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

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

The FOP 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 FOP, pursuant to this Section of this Article.

Section 3. Retroactivity.

The provisions of this Article Six shall be effective and apply retroactively to January 1, 1984. The parties acknowledge and agree that all police officers and parking violations officers who were employed by the City as of January 1, 1984, shall have their dues or representation fees in lieu of dues retroactively deducted to January 1, 1984.

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 FOP.

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

Section 3. The FOP 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 FOP 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 FOP. 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 FOP 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 FOP. There shall be no discrimination, interference, restraint or coercion by the City or any City representative against any employee because of FOP 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 FOP 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 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 FOP representative, the FOP 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 quasi-criminal 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.

ARTICLE NINE

NO-STRIKE PLEDGE

Section 1. The FOP covenants and agrees that during the term of this Agreement, neither the FOP 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 FOP 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 contained in Article Twenty-Five.

Section 3. The FOP 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 FOP or its members.

ARTICLE TEN

SALARIES

Section 1. The specific wages for employees hereunder for the calendar years 1987, 1988 and 1989, 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 in accordance with Schedule "A" attached hereto shall be the wages paid to all employees employed as of the date of the signing of this agreement, and whose names appear on said Schedule "A", said wages based on a salary guide to be implemented by the City as provided for in Section 2 hereunder.

Section 2. A salary guide for current employees and employees employed after the date of the execution of this Contract shall be created and shall be in effect as provided for in Schedule "B" attached hereto and made a part hereof. The minimum and maximum salaries provided for in said guide shall be authorized by appropriate ordinance to be adopted by the City. It is agreed that this salary guide shall apply to all current and new employees hired after the execution of this Agreement and shall be in effect for the term of this Agreement only, terminating with the termination of the Contract. It is further understood that the implementation of the guide is not a representation by the City as to the wages to be paid beyond the termination date of the Contract to an employee presently employed or hereafter employed during the term of this Agreement. It is clearly understood between the parties that the salary guide terminates as of the date of the termination date of this Contract, and no employees should rely upon the salary guide beyond the date of termination of this Contract.

ARTICLE ELEVEN

PAY PERIOD

Section 1. All salary and wages of individual employees shall be paid on a weekly basis and shall be paid to the member on every 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.

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, twenty-one (21) 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 30 days prior to the commencement of the proposed vacation period. No vacations shall be taken during the period December 15 through December 31 of each year. 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.

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.

ARTICLE THIRTEEN

HOLIDAY PAY

Section 1. Each employee shall receive fourteen (14) 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.

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 \$100.00 per day. 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 (20¢) cents per mile. Official travel shall include any court appearance or authorized police business outside the geographic boundaries of the County of Cumberland and for which the use of an employee's personal vehicle is required.

ARTICLE SIXTEEN

COURT TIME

Section 1. Any employee who is required to appear during the off-duty hours in a municipal, county, grand jury, superior or other court, including New Jersey State Departmental Divisional hearings located in the City of Vineland, shall be paid the sum of \$30.00. In the event that any such appearance shall be required in a municipal, county, grand jury, superior or other court, including New Jersey State Departmental Divisional Hearings, outside the geographic boundaries of the City of Vineland, the employee shall be paid the sum of \$40.00. In the event that any such appearance shall be required in a municipal, county, grand jury, superior or other court, including New Jersey State Departmental Divisional hearings, outside the geographic boundaries of the County of Cumberland, the employee shall be paid the sum of \$45.00.

It is specifically agreed and understood that overtime as defined in ARTICLE TWENTY-ONE does not include Court Time. Furthermore, it is specifically agreed and understood that said payment provided for in this Article is in lieu of any compensatory time as well as overtime.

Section 2. It is acknowledged that the provisions of the Fair Labor Standards Act (FLSA) apply to the City. The City reserves the right to establish rules and regulations concerning the monitoring of and compensation for hours worked as Court Time in order to comply with such regulations and to comply with FLSA generally. The Union and employees agree that the City has the right to credit any payments made pursuant to this Article against any overtime obligation incurred under FLSA.

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 critically ill and requiring the presence of such employee. The words "critically ill" are not meant to include attendance upon a member of the employee's immediate family who is ill, infirmed or under a doctor's care, but only those situations where the member of the immediate family is seriously ill and hospitalized and in need of emergency assistance by the employee. For the purpose of these rules, "member of immediate family" is interpreted as meaning, father, mother, husband, wife, child, sister, brother or other near relative who resides in the employee's household.

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

4. The FOP 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 thereafter, said days accruing, as earned, at the rate of one and one-fourth (1-1/4) days per month.

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.

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 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 pre-

sented, 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, or daughter. 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 father, mother, grandfather, grandmother, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchildren and grandparents of the spouse. 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 or 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. All Personal Leave Days must be used no later than December 15 of the year in which they are earned. 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.

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 (summer camp) 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.

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. Said clothing allowance shall be paid semi-annually.

Section 2. The City agrees to pay once annually, on December 1, a Clothing Maintenance Allowance to all personnel covered by this contract and on the payroll as of said date. The amount of the Clothing Maintenance Allowance shall be as below specified and shall be pro-rated to reflect the number of months on the payroll as of that date:

1987 - \$100.00

1988 - \$125.00

1989 - \$150.00

ARTICLE TWENTY-ONE

OVERTIME

Section 1. Men 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 overtime.

Overtime is hours worked when men are called in for a specific duty assignment from an off-duty day or from between work shifts or when required to work in excess of 30 minutes after the end of a regularly scheduled shift.

Payment for overtime hours shall be at time and one-half and shall be computed retroactively to the regular termination time of the shift, if in fact, work exceeds 30 minutes. If work does not exceed 30 minutes, no overtime pay is due. Furthermore, no overtime shall be worked nor shall any overtime be payable unless said overtime has been specifically authorized by the Shift Commander prior to its being worked.

Section 2. The City and the FOP agree that the particular nature of the work undertaken by those employees assigned to "Detective" duties, "Narcotics Squad" duties, or other special non-uniformed assignments are special in nature, and, because of their unique requirements, are positions which cannot be adequately provided for under the above overtime provision. Accordingly, overtime as defined above shall not apply to employees assigned to "Detective" duties, "Narcotics Squad" duties, or other special non-uniformed assignments. In lieu thereof,

such assigned employee shall be paid an assignment allowance per annum pro-rated for the period of assignment as follows:

Effective January 1, 1987	\$ 2,100.00
Effective January 1, 1988	\$ 2,200.00
Effective January 1, 1989	\$ 2,300.00

It is acknowledged that the provisions of the Fair Labor Standards Act (FLSA) apply to the City. The City reserves the right to establish rules and regulations concerning the monitoring of and compensation for hours worked as "Detective" duties, "Narcotics Squad" duties, or other special non-uniformed assignments in order to comply with such regulations and to comply with FLSA generally. The Union and employees agree that the City has the right to credit any payments made pursuant to this Article against any overtime obligation incurred under FLSA.

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 overtime, 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. Accordingly, in the event an officer fails to submit a report or files a report which has substantive errors, the Department shall have the right to recall the officer to the Department to either file the report or correct the substantive errors. In such event, the officer shall not be entitled to overtime pay. If, however, the officer

has filed said report, and the report contains non-substantive errors or minor clerical errors, said officer shall not be recalled. Substantive herein does not refer to minor clerical errors but refers to material fact relating to an investigation.

ARTICLE TWENTY-TWO

WORKWEEK

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 FOP 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.

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 any uniformed employee, there

shall be paid to his widow, beneficiary or estate, the amount or amounts due for any and all unused vacation, holiday leave, 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 unused accrued sick leave pay up to a maximum payment of \$12,000.00.

ARTICLE TWENTY-FOUR

HEALTH BENEFITS

Section 1. The City agrees to provide each employee with health insurance as provided in the "New Jersey State Health Benefits Program". 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 "New Jersey State Health Benefits Program."

Section 2. The City agrees to provide a Basic Prescription Coverage Plan (\$2.00 Co-Pay) covering all employees hereunder and their eligible dependents.

Section 3. The City agrees to provide the customary fee 50/50 New Jersey Dental Plan.

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 administrative 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 FOP Representative, who in turn shall forthwith file one copy with the Chief of Police, and said FOP 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 FOP 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 FOP 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 FOP 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 FOP. If the City and the FOP 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 FOP. Any representative or officer of the FOP 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 FOP specifically agree that grievance matters shall proceed to arbitration only if submitted by the City or the FOP.

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 FOP 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.

ARTICLE TWENTY-EIGHT

K-9 OFFICERS

The City agrees to pay \$700.00 per annum to the employees assigned to K-9 Duty in full consideration of the officer's personal care of the dog and the facilities in which the dog resides for a period of 365 days inclusive of vacation leave, sick leave, injury leave, or other leave approved by the Chief of Police. It is specifically agreed

and understood between the parties that the K-9 allowance paid by the City is inclusive of any and all costs borne by the K-9 officer, except dog food, veterinarian care and materials. The above annual payment of \$700.00 shall be pro-rated for the period of the K-9 assignment.

ARTICLE TWENTY-NINE
EXTRACTIONAL 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

TERM OF AGREEMENT

This Agreement shall be effective as of January 1, 1987, except as otherwise specified, and shall continue in full force and effect to and including December 31, 1989.

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:

Joseph E. Romano
JOSEPH E. ROMANO, Mayor

Attest:

Dolores Loperuolo
DOLORES LOPERGOLO, City Clerk

FRATERNAL ORDER OF POLICE
CUMBERLAND LODGE NO. 8

By:

James W. Elliot
President

Attest:

James W. Elliot
Secretary

SCHEDULE "A"

<u>NAME</u>	<u>1986 BASE SALARY</u>	<u>1987 BASE SALARY</u>	<u>1988 BASE SALARY</u>	<u>1989 BASE SALARY</u>
Orlando Alvarez	19,500.00	20,800.00	24,336.00	29,550.00
Robert Austino	25,500.00	26,800.00	28,150.00	29,550.00
Joseph Barruzza	25,500.00	26,800.00	28,150.00	29,550.00
John Batchelder	19,500.00	20,800.00	24,336.00	29,550.00
Rudolph Beu	19,500.00	20,800.00	24,336.00	29,550.00
Philip Bocelli	25,500.00	26,800.00	28,150.00	29,550.00
Eugene Burris	25,500.00	26,800.00	28,150.00	29,550.00
Francis Buscemi	19,000.00	20,280.00	21,632.00	25,309.00
Darren Capo	18,500.00	19,760.00	21,091.00	22,497.00
David Cardana	19,500.00	20,800.00	24,336.00	29,550.00
Stephen Cardana	20,000.00	23,400.00	28,150.00	29,550.00
Andrew Catti	25,500.00	26,800.00	28,150.00	29,550.00
Steven Cleveland	18,500.00	19,760.00	21,091.00	22,497.00
Maurice Cobb, Jr.	18,500.00	19,760.00	21,091.00	22,497.00
Anthony Coccaro	19,500.00	20,800.00	24,336.00	29,550.00
Peter Coccaro, Jr.	25,500.00	26,800.00	28,150.00	29,550.00
Peter Coccaro, III	25,500.00	26,800.00	28,150.00	29,550.00
Robert Cocchi, Jr.	25,500.00	26,800.00	28,150.00	29,550.00
Timothy Codispoti	19,500.00	20,800.00	24,336.00	29,550.00
Timothy Curley	20,000.00	23,400.00	28,150.00	29,550.00
Stanley Czaplinski	19,000.00	20,280.00	21,632.00	25,309.00
William Dare	19,500.00	20,800.00	24,336.00	29,550.00
Richard Earl, Jr.	19,000.00	20,280.00	21,632.00	25,309.00
James Elliott	25,500.00	26,800.00	28,150.00	29,550.00
John Fresne	25,500.00	26,800.00	28,150.00	29,550.00
Edward Giannascoli	20,000.00	23,400.00	28,150.00	29,550.00
Henry Harris	19,000.00	20,280.00	21,632.00	25,309.00
William Joyce	25,500.00	26,800.00	28,150.00	29,550.00
Carolanne Krementz	20,000.00	23,400.00	28,150.00	29,550.00
Richard Lahn	25,500.00	26,800.00	28,150.00	29,550.00
John Lauria, Jr.	19,000.00	20,280.00	21,632.00	25,309.00
Paul Letizia	19,500.00	20,800.00	24,336.00	29,550.00
Guillermo Lopez	19,500.00	20,800.00	24,336.00	29,550.00
Robert Lowe	20,000.00	23,400.00	28,150.00	29,550.00
John Magee	25,500.00	26,800.00	28,150.00	29,550.00
William Mazzola	19,000.00	20,280.00	21,632.00	25,309.00
Donald McFeaters	25,500.00	26,800.00	28,150.00	29,550.00

SCHEDULE "A" (CONTINUED)

<u>NAME</u>	<u>1986 BASE SALARY</u>	<u>1987 BASE SALARY</u>	<u>1988 BASE SALARY</u>	<u>1989 BASE SALARY</u>
John McMahon	19,000.00	20,280.00	21,632.00	25,309.00
Louis Migliarese	25,500.00	26,800.00	28,150.00	29,550.00
Nigel Morgan	25,500.00	26,800.00	28,150.00	29,550.00
Dominick Nardone	25,500.00	26,800.00	28,150.00	29,550.00
Louis Negron	19,500.00	20,800.00	24,336.00	29,550.00
Michael Newton	25,500.00	26,800.00	28,150.00	29,550.00
Ronald Nicosia	25,500.00	26,800.00	28,150.00	29,550.00
James Olson	18,000.00	19,240.00	20,550.00	21,935.00
Steven Pappas	19,000.00	20,280.00	21,632.00	25,309.00
Frank Piliere	25,500.00	26,800.00	28,150.00	29,550.00
Keith Polhamus	19,000.00	20,280.00	21,632.00	25,309.00
Brian Pooley	20,000.00	23,400.00	28,150.00	29,550.00
John Provenzano	25,500.00	26,800.00	28,150.00	29,550.00
Richard Putnam	25,500.00	26,800.00	28,150.00	29,550.00
Louis Quiles	18,000.00	19,240.00	20,550.00	21,935.00
Nelson Rivera	19,000.00	20,280.00	21,632.00	25,309.00
John Rizzo	19,500.00	20,800.00	24,336.00	29,550.00
Walter Robinson	25,500.00	26,800.00	28,150.00	29,550.00
Robert Romano	25,500.00	26,800.00	28,150.00	29,550.00
David Santiago	20,000.00	23,400.00	28,150.00	29,550.00
Edmund Scheer	25,500.00	26,800.00	28,150.00	29,550.00
Charles Schiapelli	20,000.00	23,400.00	28,150.00	29,550.00
William Semus	25,500.00	26,800.00	28,150.00	29,550.00
David Serlick	25,500.00	26,800.00	28,150.00	29,550.00
Harvey Shaw	25,500.00	26,800.00	28,150.00	29,550.00
Gordon Smith	18,500.00	19,760.00	21,091.00	22,497.00
Vincent Solazzo	18,500.00	19,760.00	21,091.00	22,497.00
Richard Soracco	19,500.00	20,800.00	24,336.00	29,550.00
Daniel Spatafore	20,000.00	23,400.00	28,150.00	29,550.00
Harry Swain, III	19,500.00	20,800.00	24,336.00	29,550.00
David Tesoroni	19,500.00	20,800.00	24,336.00	29,550.00
Robert Tiller	25,500.00	26,800.00	28,150.00	29,550.00
Angelo Tognio	25,500.00	26,800.00	28,150.00	29,550.00
Thomas Ulrich	19,500.00	20,800.00	24,336.00	29,550.00
Joseph Valentine	19,500.00	20,800.00	24,336.00	29,550.00
Angelo Vastano	25,500.00	26,800.00	28,150.00	29,550.00
Beny Velez	25,500.00	26,800.00	28,150.00	29,550.00

SCHEDULE "A" (CONTINUED)

<u>NAME</u>	<u>1986 BASE SALARY</u>	<u>1987 BASE SALARY</u>	<u>1988 BASE SALARY</u>	<u>1989 BASE SALARY</u>
Spencer Ware	20,000.00	23,400.00	28,150.00	29,550.00
Leta Washington	18,500.00	19,760.00	21,091.00	22,497.00
Kenneth Wolfe	19,500.00	20,800.00	24,336.00	29,550.00
Paul Wright	18,000.00	19,240.00	20,550.00	21,935.00

SCHEDULE "B"

<u>1986</u>	<u>1987</u>	<u>1988</u>	<u>1989</u>
			(1) 19,000
		(1) 18,500	(2) 21,112
	(1) 18,000	(2) 20,010	(3) 21,372
(1) 18,000	(2) 19,240	(3) 20,550	(4) 21,935
(2) 18,500	(3) 19,760	(4) 21,091	(5) 22,497
(3) 19,000	(4) 20,280	(5) 21,632	(6) 25,309
(4) 19,500	(5) 20,800	(6) 24,336	(7) 29,550
(5) 20,000	(6) 23,400	(7) 28,150	
(6) 22,500	(7) 26,800		
(7) 25,500			

RESOLUTION NO. 87-331

A RESOLUTION APPROVING AGREEMENT BETWEEN THE CITY OF VINELAND AND THE VINELAND FRATERNAL ORDER OF POLICE, CUMBERLAND LODGE NO. 8, FOR THE PERIOD JANUARY 1, 1987 THROUGH DECEMBER 31, 1989.

WHEREAS, the City of Vineland recognizes the Vineland Fraternal Order of Police, Cumberland Lodge No. 8, as the sole and exclusive representative of certain employees of the Police Department of the City of Vineland, for the purpose of collective bargaining negotiations concerning wages, salaries and other terms and conditions of employment; and

WHEREAS, the represented employees are those employees in the following titles pursuant to the Certification Docket No. RO-84-19 by the State of New Jersey, Public Employment Relations Commission dated November 7, 1983, as authorized by the New Jersey Employer-Employee Relations Act of 1968, as amended, as follows: All police personnel serving in the grades of Patrolmen and Parking Violations Officers employed by the City of Vineland excluding superior officers, sergeants, lieutenants, captains, professional employees, confidential employees, craft workers, and supervisors within the meaning of the Act; and

WHEREAS, such collective bargaining negotiations have been undertaken; and

WHEREAS, said negotiations have been completed and agreement has been reached between the City of Vineland and the Vineland Fraternal

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BE IT FURTHER RESOLVED that the City of Vineland shall undertake to enact any such ordinance, rule or regulation which may be required in order to fully carry out the terms and conditions of the agreement herein approved.

Adopted: July 14, 1987

ATTEST:
Dolores Lopez

City Clerk dl

Li. Salas

President of Council ss

C E R T I F I C A T I O N

I, Dolores Lopergolo, City Clerk of the City of Vineland, Cumberland County, New Jersey, do hereby certify that the foregoing Resolution is a true and correct copy of a Resolution adopted by the Council of the City of Vineland at a meeting held on July 14, 1987 at the City Hall, Vineland, New Jersey.

(S E A L)

Dolores Lopergolo
City Clerk

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