

#332

AGREEMENT NO. 12

Between

THE CITY OF VINELAND

A Municipal Corporation of the State of New Jersey

and

VINELAND SUPERIOR OFFICERS ASSOCIATION

An Employee Representative

EFFECTIVE JANUARY 1, 1998 through DECEMBER 31, 2001

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AGREEMENT, dated this _____ day of _____, 1998, by and between THE CITY OF VINELAND, a municipal corporation of the State of New Jersey (hereinafter referred to as the "City"); and the VINELAND SUPERIOR OFFICERS' ASSOCIATION (herein after referred to as the "Association").

ARTICLE ONE

PURPOSE

This Agreement is entered into pursuant to the provisions of Chapter 303, Laws of 1968, and as amended (N.J.S.A.34:13A-5.1, etc.) 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 the employees; to provide for the resolution of legitimate grievances, all in order that the public service shall be expedited and effectuated in the best interests of the people of the City of Vineland and its employees and the City.

ARTICLE 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 nor Rules and Regulations of the Department shall amend or alter any agreed upon term of this Contract.

The City recognizes the Association as the sole and exclusive representative of those certain employees of the Police Department of the City of Vineland for the purpose of collective negotiations concerning wages, salaries and other terms and conditions of employment. For the purposes of this Agreement, an employee or employees are those employees in the following titles pursuant to the Certification Docket No. RO-88-35 by the State of New Jersey, Public Employment Relations Commission dated January 13, 1988, as authorized by the New Jersey Employer-Employee Relations Act of 1968, as amended:

All superior officers employed by the City of Vineland Police Department whose titles are included in the Superior Officers' Unit, specifically including employees serving in the grades of sergeant and lieutenant, but excluding all managerial employees within the meaning of the Act, all non-police, non-supervisory police officers, all other employees included in any other collective negotiations unit, and all other employees employed by the City of Vineland.

The City of Vineland acknowledges that the Police Captains have established a new representative bargaining unit, as authorized by the New Jersey Employer-Employee Relations Certification Docket No. RO-93-89, dated December 28, 1992.

ARTICLE THREE

MANAGEMENT RIGHTS

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

Subject to the terms of this Agreement, it is the right of the City through and by the Director of Public Safety, the Chief of Police and any of their designated representatives to determine the standards of service to be offered by its employees; determine the standards of

selection of employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for any other legitimate reason; maintain the efficiency of its operations; determine the amount of overtime to be worked; determine the methods, means and personnel by which its operations are to be conducted; determine the content of work assignments; schedule the hours; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

Section 2. Enforcement Clause.

The City of Vineland shall have the right at all times to enforce rules, regulations, policies or other statements of procedure not inconsistent with this agreement, notwithstanding the act, whether active or passive, of the City of Vineland in refraining from doing so at any time or times. The act of the City of Vineland at any time or times in refraining to enforce its rights under said rules, regulations, policies or other statements of procedure shall not be construed as having created a custom or practice contrary to said rules, regulations, policies or other statements of procedure or as having waived or modified said rules, regulations, policies or other statements of procedure.

Section 3. 7K Exemption of the Fair Labor Standards Act.

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

ARTICLE FOUR

MAINTENANCE OF STANDARDS

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

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

ARTICLE FIVE

ASSOCIATION REPRESENTATIVES AND MEMBERS

Authorized representatives of the Association, whose names shall be filed in writing with the Director of Public Safety and the Chief of Police, shall be permitted by appointment with the exception of emergencies to visit Police Headquarters or the Office of the Director of Public Safety for the purposes of processing grievances. This right shall be exercised reasonably. Upon entering the premises, the authorized representative shall notify the Shift Commander or, in his/her absence, his/her authorized representative. The Association representative shall not interfere with the normal conduct of the work of the Police Department.

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ARTICLE SIX

CHECK OFF

The City agrees to grant rights of dues deduction to the Association and will deduct Association 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 moneys collected for this purpose to the Association.

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

The Association 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 Association pursuant to 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 Office. Withdrawals shall become effective fifteen (15) days after such filing.

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 VSOA, 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 VSOA, less the cost of benefits financed through the dues and assessments and available

to and benefiting only members of the VSOA. 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 VSOA during the month following the monthly pay period in which deductions were made. Implementation of a payroll deductions for a representation fee will commence with a notification from the VSOA, 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 membership dues, the VSOA shall furnish to the City two month's written notice prior to the effective date of such change.

The VSOA agrees to furnish the City with a copy of its "Demand and Return System" which must be established and maintained by the VSOA in accordance with the law.

The VSOA 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 VSOA, pursuant to this section of the agreement.

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 Association.

Section 2. The Association agrees to limit its postings of notices and bulletins to such bulletin boards.

Section 3. The Association agrees that it will not post material which may be profane, derogatory to any individual, or constitute public election campaign material. All bulletin notices shall be signed by the Association President or designee.

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

Section 5. Union bulletin boards shall be maintained in a neat and orderly fashion by the shop steward.

ARTICLE EIGHT

NONDISCRIMINATION

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, rank or assignment. Both the City and the Association shall bear the responsibility for complying with this provision of the Agreement. This shall apply in all cases except grants involving current DWI Grant money.

Section 2. All reference to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

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

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

Section 5. Medical records are covered by the Federal Confidentiality Act and can be released pursuant to City Policy No 87.

Section 6. Employees of the City agree that they will perform loyal and efficient work and service; that they will use their influence and best endeavors to protect the property of the City and its interest; that they will cooperate with the City in promoting and advancing the welfare and prosperity of same at all times.

ARTICLE NINE

NO-STRIKE PLEDGE

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

B. 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-Four.

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

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 TEN

WAGES

Section 1. The City agrees to increase the base wages of employees as follows:

Lieutenant	1998	1999	2000	2001
1	\$58,859	\$61,213	\$63,662	\$66,208
2	\$59,448	\$61,825	\$64,299	\$66,870
3	\$60,036	\$62,437	\$64,935	\$67,532
4	\$60,625	\$63,049	\$65,572	\$68,194

Sergeant	1998	1999	2000	2001
1	\$55,120	\$57,325	\$59,618	\$62,003
2	\$55,671	\$57,898	\$60,214	\$62,623
3	\$56,222	\$58,471	\$60,810	\$63,243
4	\$56,774	\$59,045	\$61,407	\$63,863

Superior Officer Grade Multiplier to be applied January 1 of the year that the anniversary is reached:

- 0 - 1 years - 0.00%
- 2 - 5 years - 1.00%
- 6 - 10 years - 2.00%
- 11+ years - 3.00%

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

1. Employee must have 22 years of service.
2. The conversion option would be limited to a minimum of 3 years.
3. The conversion would be at the rate of 85% of the specific commitment year's holiday pay rate.
4. This option must be committed in writing to the City administration by December 15 of the year immediately preceding initiation of option.
5. This option once chosen cannot be reverted.
6. It is understood that all other conditions under Article 23 - Holiday Pay are forfeited.

ARTICLE ELEVEN

PAY PERIOD

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

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

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

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

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

ARTICLE TWELVE

VACATIONS

Section 1. All employees hereunder shall receive the following annual leave for vacation purposes with pay in and for each calendar year, except otherwise herein provided:

After three (3) years service and up to five years of service, fifteen (15) working days' vacation; after five (5) years and up to ten (10) years of service, nineteen (19) working days' vacation; after ten (10) years and up to fifteen (15) years of service, twenty-one (21) working days' vacation; after fifteen (15) years and up to twenty (20) years of service, twenty-four (24) working days' vacation; after twenty (20) years and up to twenty-five (25) years of service, twenty-six (26) working days' vacation; after twenty-five (25) years of service, twenty-eight (28) 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 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 vacation shall be granted, so far as practicable, in accordance with the desires of the employees. All vacation schedules must be submitted prior to May 1st of each year or thirty (30) days before an anticipated vacation prior to May 1st of that year. Preference for vacation time shall be given in order of seniority in time in grade of members covered under

this agreement. Anything herein before to the contrary notwithstanding, the Chief of Police or designee shall determine and approve the dates and times of vacation to be taken by the employees and shall determine, in his/her absolute discretion, how many employees hereunder can be off at the same time. Employees scheduled vacation can be revised and rescheduled by the employee provided there is no conflict with other superior officers scheduled vacation or with the demands of the Police Department. All vacation requests made by the employee shall be responded to and returned to the employee within five (5) working days.

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

Section 5b. An employee who terminates employment with the City under this contract must be on the payroll of the City of Vineland at least 15 days during the month in which he/she terminates to be eligible for credit for the earned and eligible vacation day(s) for the month.

Section 6. An employee may choose to split one (1) vacation day each year into two (2) half vacation days.

ARTICLE THIRTEEN

HOLIDAY PAY

Section 1. Each employee shall receive fifteen (15) paid holidays per year. The holiday pay shall be computed at straight time hourly rate of pay by rank, based upon an eight-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/her holidays, provided, however, that the employee shall

request in writing such compensatory time off from the Director of Public Safety, or designee, who, in his/her discretion, which shall be reasonably exercised, may grant the employees said compensatory time off.

Section 3. See Article 10 - Wages for additional information regarding conversion option.

ARTICLE FOURTEEN

EDUCATION AND TRAINING INCENTIVES

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

1. Each employee shall be paid an increment of \$12.50 per credit upon completion of an approved accredited college course leading to a bachelors degree or equivalent, up to a maximum of one hundred twenty (120) credits.
2. Each employee shall be paid an increment of \$500.00 upon completion of an approved accredited masters degree program.
3. Each employee shall be paid an increment of \$750.00 upon completion of an approved accredited doctorate degree program.

Employees must submit a certificate of successful attainment of credits or degrees before any salary adjustments are made. Education increments shall be incorporated in the employee's salary by the City on or about the 1st day of January or the 1st day of July following the attainment of approved credits or degrees. Approved accredited college credits or degrees

hereunder are those earned under an accredited police science, criminal justice or other police related program.

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 the rules and regulations of the Business Administrator, consistent with the existing Policy No. 66 entitled "Travel" of the General Policy and Procedure Manual of the City of Vineland, 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 lodging, meals and incidental expenses related thereto, for a full day at rates not to exceed a total of \$130.00 per day.

Section 2. Mileage Allowance. The City agrees to provide, subject to 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. Official travel shall include any court appearance or authorized police business outside the geographic boundaries of the County of Cumberland for which the use of an employee's personal vehicle is required. The mileage allowance rate will be not less than thirty-one (31¢) cents per mile or as otherwise adjusted by the Business Administrator.

ARTICLE SIXTEEN

COURT TIME

Section 1. Any employee who is required to appear during non-working hours in any court of competent jurisdiction including New Jersey State Department Divisional hearings, on City related business as directed by the Chief of Police or designee shall be compensated for total appearance hours in all courts during that 24 hour period the greater of 1½ hours or actual hours spent in all courts, at the overtime rate of pay portal to portal.

ARTICLE SEVENTEEN

SICK LEAVE

Section 1. Service Credit for Sick Leave.

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

B. Sick leave for purposes herein is defined to mean absence from work of an employee because of personal illness by reason of which such employee is unable to perform the usual duties of his/her position. Sick Leave may be used by employees who are unable to work because of:

1. Personal illness or injury
2. Exposure to contagious disease
3. Care, for a reasonable period of time of a seriously ill member of the employee's immediate family. "Immediate family" is defined by N.J.A.C.4A: 1-1.3 as employee's spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relatives residing in the employee's household. In addition, the City recognizes step-father and step-mother to be part of the immediate family or other near relative.

4. Death in the employee's immediate family for a reasonable period of time. The employee is limited to a maximum of three (3) days in the case of death of the immediate family.

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

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

During the period in which the full salary or wages of any employee on disability leave is paid by the City 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 physician acceptable to the City shall report in writing that the employee is fit for duty, such disability leave shall terminate and such employee shall forthwith report for duty.

Furthermore, if an employee, during the period of his/her disability is fit to perform "other" light duties, the City may, at its discretion, allow or require such employee to perform

these light duties. The employee's ability to perform such light duties shall be determined by a City-designated physician or other physician acceptable to the City.

Employees on job-related disability leave and authorized to return from said leave on light duty are required to report same to the Chief of Police.

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

Section 2. Amount of Sick Leave.

A. 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 first calendar year of employment after initial appointment; and fifteen (15) working days in every calendar year, as set by N.J.A.C. 4A:6-1.3, as long as the employee is actively employed. If the employee terminates, the fifteen (15) working days shall be pro-rated at the rate of one and one-fourth (1¼) days per each full month of employment.

To be eligible for earned sick time, an employee must be on the City of Vineland payroll for the first fifteen (15) days of the month

B. 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.

Section 3. Reporting of Absence on Sick Leave.

A. If an employee is absent for reasons that entitle him to sick leave, the Shift Commander on duty or his/her Commander shall be notified in accordance with the Department's rules and regulations.

(1) Failure to so notify his/her Shift Commander may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.

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

Section 4. Verification of Sick Leave.

A. An employee who shall be absent on sick leave for five (5) or more consecutive working 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 an employee to be examined by a City-designated physician at the expense of the City.

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

C. The City may require an employee who has been absent because of personal illness, as a condition of his/her return to work, to be examined, at the expense of the City, by a physician designated by the City. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health of other employees.

Section 5. Payment of Accrued Sick Leave at Death.

The City will pay upon the death of an active employee an amount equal to fifty percent (50%) of all accrued and unused sick leave pay up to a maximum of \$15,000.00.

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

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, step-father, step-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 such funeral leave, 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 four (4) Personal Days to each employee. Said personal leave days shall be granted by the City upon five (5) days' prior written request of the employee, which request shall be in the form of a letter directed to the Chief of Police and/or Director of Public Safety with a copy to the immediate supervisor. Said request shall be granted at the discretion of

the Director or Chief of Police, so long as his/her employee's absence can be permitted without interference with the proper conduct of the Department. Personal Leave Days shall not accumulate.

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

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

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

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

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

Section 4. The City agrees that an employee may choose to split one Personal Day each year into two (2) half personal days.

ARTICLE NINETEEN

LEAVE OF ABSENCE AND MILITARY LEAVE

A. Leave of Absence.

Section 1. Any employee desiring leave without pay for personal reasons shall make a request in writing to the Director of Public Safety not less than two (2) weeks in advance of the date for which such leave is desired, except in the event of an emergency, stating the reasons for the leave and the time requested. Leaves may be granted or denied at the discretion of the City and shall not be unreasonably or arbitrarily denied.

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

B. Military Leave.

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

Section 2. The existing Federal and State statutes with regard to leave for military service in their present state or as they may be amended will be observed by the parties hereto. The benefits under these applicable statute shall be provided for any employee in this bargaining unit.

C. Family Leave Act.

Pursuant to the Family and Medical Leave Act of 1993 (FMLA) which went into effect on August 5, 1993 and for employees covered by a current collective bargaining agreement (February 5, 1995), employees who have worked at least 1,250 hours during the preceding twelve (12) months are eligible to receive an unpaid leave of absence for a period not to exceed twelve (12) weeks in any twelve (12) month period. Leave may be taken only for the following reasons:

1. Employee's own serious health condition.
2. The birth or adoption of a child.
3. The serious health condition of a family member. (i.e., child, parent or spouse).

Eligible employees must provide prior notice to the Department Head if requesting a leave of absence under this Act.

Management has a right to request that an employee provide a certification issued by a licensed health care provider in order to verify necessity of leave.

The terms of this language shall be consistent with the Act in the event of the Act's amendment.

ARTICLE TWENTY

CLOTHING ALLOWANCE/MAINTENANCE

Section 1. The City agrees to pay to any employee assigned to a non-uniformed position the sum of One Thousand (\$1,000.00) Dollars per annum as a clothing allowance/maintenance. If such employee works for less than one (1) full year, then such amount shall be pro-rated for the period assigned.

Section 2. The City agrees to pay to each uniformed employee the sum of \$600.00 per annum as a uniform maintenance allowance. In the event an employee terminates employment with the City, the uniform allowance payment will be the proportional amount accrued during the year of termination. Employees agree to maintain their uniforms in good and clean condition.

Section 3. The City agrees to pay once annually said allowances in the first payroll period of the month of December to all non-uniformed and uniformed personnel covered by this contract and on the payroll as of said date.

ARTICLE TWENTY-ONE

OVERTIME

Section 1. Overtime is work performed in excess of eight (8) hours per day or in excess of forty (40) hours per week.

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

Overtime will be calculated and rounded in fifteen (15) minute increments.

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

ARTICLE TWENTY-TWO

RETIREMENT

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

Section 2. In case of death of an employee covered hereunder, there shall be paid to his/her 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 accrued sick leave pay up to a maximum amount of \$15,000.00.

Section 4. This supplemental compensation payment to be paid hereunder shall be computed at the rate of one-half ($\frac{1}{2}$) accumulated unused sick days times the eligible employee's daily rate of pay which is based upon the average annual base compensation received during the last year of his/her employment, prior to the effective date of his/her retirement; provided, however, that no such lump sum supplemental compensation payment shall exceed \$15,000.

Section 5. Payment shall be made promptly, if funds are available, but no later than one (1) month after the final adoption of the budget of the City of Vineland for the year succeeding the effective date of retirement of the employee.

Employee may expect to receive payment of supplemental compensation for sick leave as indicated above in the year in which he/she retires if he/she notifies the City in January preceding the fiscal budget year which begins July of that same year. Payment will be computed in accordance with Ordinance No. 90-74 of the City of Vineland and paid in accordance with said

original Ordinance No. 1005 and the amendments thereto, including Ordinance No. 90-74, if advance notice is not provided as above stated.

ARTICLE TWENTY-THREE

HEALTH BENEFITS

Section 1. The City agrees to provide each employee with health insurance coverage equal to that 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 are more specifically provided for and explained in the brochure entitled "New Jersey State Health Benefits Program" dated July 1996. A descriptive folder is available to all employees.

Section 2.

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

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

\$5.00 co-pay for name-brand prescriptions

\$3.00 co-pay for all generic brand prescriptions

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

- B. Upon an employee's retirement (after he/she has had 25 years of creditable service in the Police and Firemen's Retirement System) he/she shall be entitled to receive all of the then Generic Prescription Program as described in Section 2 above, provided by the City of Vineland at the expense of the City of Vineland for the shorter of the following periods:
- a. When said retired employee obtains employment having comparable Prescription Coverage as described in Section 2. However, employees shall retain the right to re-enroll in the program of the City of Vineland based on the program available at the time.
 - b. When the retired employee becomes eligible for a federal or state subsidized prescription/pharmaceutical program.

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

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

Section 4. Employees on approved Leave of Absence, pursuant to regulations of the State Health Benefit Program, are responsible for payment of said health benefits in accordance with the applicable regulations.

Section 5. The City agrees to pay the cost of all above health benefit coverages for the term of this agreement.

Section 6. It is agreed that a Joint Health Care Sub-Committee, formed under the Mayor's Insurance Committee, comprised of one (1) VSOA union person and union officers, and open to one (1) employee representative from each of the eight other bargaining units, will be established and meet bi-monthly to explore ways to reduce health care costs while maintaining

quality care. The employee will be released from his/her regular shift to attend the meetings. It is understood that the City retains the right to select the insurance carrier or to be self-insured for the provision of any Health and Welfare benefits. The Committee will be effective during the term of this contract for all activities related to the review of provider proposals. Any change in insurance provider that impacts the level of benefits or administrative procedures from those currently in place will be subject to negotiation. The City also agrees to reopen the issue of medical insurance for employees that retire in the future if there is a change in insurance carriers.

ARTICLE TWENTY-FOUR

GRIEVANCES

Section 1. Should any grievance arise with respect to the meaning, application or interpretation of the terms of this Agreement, such grievance shall be submitted to the following procedure:

Step 1: The employee shall submit his/her grievance in writing within three (3) days after the occurrence of the grievance, in duplicate, to the Association Representative, who in turn shall forthwith file one (1) copy with the Shift Commander on whose shift such grievance arose, and said Association Representative shall forthwith attempt to settle the matter of the grievance with said Shift Commander. Failure to file his/her grievance in writing as aforesaid shall bar the employee from any right to proceed further with any grievance.

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

Step 2: If no adjustment has been reached at Step 1, then within five (5) days after Step 1, the Association Representative shall take the matter up with the Chief of Police and every effort shall be made to reach a mutually satisfactory solution.

Step 3: If no solution can be reached, the Association Representative shall refer the matter to the Association President within five (5) days immediately following the disposition of the grievance at Step 2, who shall take the matter up with the Director of Public Safety in an endeavor to adjust it amicably. Failure of the Director of Public Safety to resolve the matter within thirty (30) working days shall constitute a denial of the grievance.

Step 4: In the event the grievance is not resolved at Step 3, either party 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 employee and the employer. If the City and the Association 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 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/her award in writing, which shall be final and binding. The cost of the arbitrator's fee shall be shared equally by the City and the Association. Any representative or officer of the Association required in the grievance procedure to settle disputes on any arbitration shall be released from work without loss of pay for such purpose and any witness reasonably required shall be made available during working hours without loss of pay for the purpose of disposing of any grievance or arbitration matter.

Section 2. The City and the Association mutually agree that grievance matters shall proceed to arbitration only if submitted by the City or the Association.

ARTICLE TWENTY-FIVE

EXTRACONTRACTUAL AGREEMENTS

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

ARTICLE TWENTY-SIX

SEVERABILITY

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

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

ARTICLE TWENTY-SEVEN

CONCLUSION OF COLLECTIVE NEGOTIATIONS

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

ARTICLE TWENTY-EIGHT

WORKWEEK

Section 1. All superior officers covered under the terms and conditions of this Agreement shall work a forty (40) hour workweek. For the purposes of this Agreement, workweek is defined as the seven day period commencing Sunday and ending Saturday. 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 Association agrees that the current scheduling practice at the Department is in compliance with the forty (40) hour workweek provision as negotiated and such schedule does not result in any claim for overtime unless work is performed beyond the normal schedule and as provided in Article Twenty-One.

ARTICLE TWENTY-NINE

FAIR LABOR STANDARDS ACT (FLSA)

It is acknowledged that, commencing on April 15, 1986, the City may be required to comply with the provisions of the Fair Labor Standards Act and the regulations promulgated thereunder as they relate to certain officers covered by this Agreement. The City reserves the right take appropriate action to ensure such compliance including, but not limited to:

1. The exercising of any election or option available to it under the Fair Labor Standards Act or regulations;
2. The awarding of compensatory time in lieu of monetary compensation and overtime;
3. Establishing procedures to monitor and control hours worked and overtime;
4. The crediting of any overtime payments made pursuant to this Agreement against any overtime obligation incurred under FLSA;
5. Establishing such rules and regulations as may be necessary to ensure compliance with the provisions of FLSA.

ARTICLE THIRTY

SHIFT DIFFERENTIAL

A shift differential shall be paid to any employee who is regularly scheduled for work on afternoon or night shifts as follows:

For hours worked on the afternoon shift, there will be paid a differential of 25¢ per hour above his/her base hourly rate. For hours worked on the night shift, there shall be a differential of 30¢ per above his/her base hourly rate.

For the purpose of applying shift differential, shifts shall be identified as follows:

THE AFTERNOON SHIFT is the normal 3:00 p.m. to 11:00 p.m. shift or third shift; and
THE NIGHT SHIFT is the normal 11:00 p.m. to 7:00 a.m. shift or the first shift.

ARTICLE THIRTY-ONE

TERM OF AGREEMENT

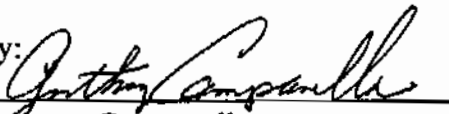
This Agreement shall be effective as of January 1, 1998, except as otherwise specified,
and shall continue in full force and effect to and including December 31, 2001.

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

CITY OF VINELAND

VINELAND SUPERIOR
OFFICERS ASSOCIATION

By:



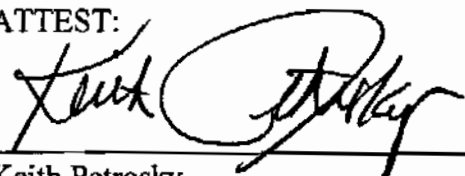
Anthony Campanella
Mayor

By:



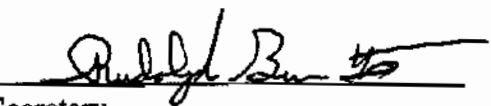
President

ATTEST:




Keith Petrosky
City Clerk

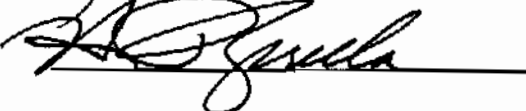
ATTEST:



Secretary

Negotiating Committee:





Negotiating Committee:

