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AGREEMENT

BETWEEN

VENTNOR CITY, ATLANTIC COUNTY

NEW JERSEY

and

NEW JERSEY POLICEMEN'S BENEVOLENT ASSOCIATION

LOCAL #97

X JANUARY 1, 1984 through DECEMBER 31, 1985

Law Offices:

Steven S. Glickman
The Courts of Red Bank
Suite 10B
Red Bank, New Jersey
Telephone: 201-842-8000

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AGREEMENT

THIS AGREEMENT entered into this _____ day of _____ 1984, by and between VENTNOR CITY, in the County of Atlantic, a Municipal Corporation of the State of New Jersey, hereinafter called the "City", and NEW JERSEY POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL #97, duly appointed representative of the Police Department of Ventnor City, hereinafter called the "Association".

ARTICLE I

PURPOSE

A. This Agreement is entered into pursuant to the provisions of Chapter 123, Laws of 1984, (N.J. Rev. Statute 34:13A-5.1 et seq.) of the State of New Jersey to promote and insure harmonious relations; cooperation and understanding between the City and its employees; to provide for the resolution of legitimate grievances; to prescribe the rights and duties of the City and its employees, all in order that public service shall be expedited and effectuated in the best interests of the citizens of the City of Ventnor, New Jersey.

ARTICLE II
MANAGEMENT RIGHTS

A. Ventnor City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including:

1. The executive management and administrative control of the City Government and its properties and facilities and activities of its employees.

2. To hire all employees, and subject to the provisions of law, to determine their qualifications or assignment, and to promote and transfer employees.

3. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.

B. Nothing herein contained shall be construed to deny or restrict the City of its rights, responsibilities and authority under R.S. 40A, or any other national or state laws or regulations.

ARTICLE III

NON-DISCRIMINATION

A. The City and the Association agree that there shall be no discrimination against any Police Officer because of race, creed, color, religion, sex, national origin or political affiliation.

B. The City and the Association agree that the Police Officers covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the City or the Association against any Officer because of the Officer's membership or non-membership or activity or non-activity in the Association.

ARTICLE IV

GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

C. A grievance is any dispute between the parties concerning the application of interpretation of this Agreement or any complaint by an employee or employees as to any action or non-action which violates any right arising from his or their employment.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent;

Step One: The aggrieved or the Association shall institute action under the provisions hereof within five (5) calendar days after the event giving rise to the grievance has occurred or knowledge thereof, and an earnest effort shall be made to settle the differences

between the aggrieved employee and his shop steward through the chain of command for the purpose of resolving the matter informally. Such a progression through the chain of command shall not exceed ten (10) days. Failure to act within said five (5) calendar days provided to initiate the grievance shall be deemed to constitute an abandonment of the grievance.

Step Two: If no agreement can be reached orally within five (5) calendar days of the initial discussion with the Chief of Police the employee or the Association may present the grievance in writing within five (5) calendar days thereafter to the Chief of Police or his designated representative. The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion, the application Section of the contract violated, and the remedy requested by the grievant. The Chief of Police or his designated representative will answer the grievance in writing within

ten (10) calendar days of receipt of the written grievance.

Step Three: If the Association wishes to appeal the decision of the Chief of Police, such appeal shall be presented in writing to the City Commission or its designated representative within five (5) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The City Commission or its designated representative shall respond, in writing, to the grievance within fifteen (15) calendar days of the submission.

Step Four: If the grievance is not settled through Steps One, Two and Three, the Association shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. The costs for the services of the arbitrator shall be borne equally by the City and the Association. Any other expenses, including but not limited to the

presentation of witnesses, shall be paid
by the parties incurring same.

E. 1. The parties may direct the arbitrator to decide, as a preliminary question, if raised, whether he has jurisdiction to hear and decide the matter in dispute. However, this does not preclude either party from raising the question of jurisdiction, either prior or subsequent to the arbitration hearing, with the proper judicial or administrative agency.

2. The arbitrator shall be bound by the provisions of this Agreement and the Constitution of Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitration shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

F. Upon prior notice to and authorization of the Mayor, the designated Association Representatives shall be permitted as members of the Grievance Committee to confer with employees and the City on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay. Any steward or officer of the Association employed by the City and required in the grievance procedure to settle disputes on any arbitration, shall be released from work without loss of

pay for such purposes, and any witnesses employed by the City, reasonably required, shall be made available during working hours without loss of pay for purpose of disposing any grievance or arbitration matter.

G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure with the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

ARTICLE V

DUES DEDUCTION and AGENCY SHOP

A. The City agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association. Such deductions shall be made in compliance with N.J.S.A. (R.S.) 52:14-15.9e, as amended.

B. A check-off shall commence for each employee who signs an authorization card, supplied by the Association and verified by the City Treasurer during the month following the filing of such card with the City.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish the City written notice thirty (30) days prior to the effective date of such change and shall furnish to the City either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.

D. The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the City Clerk.

E. Any such written authorization may be withdrawn at any time by filing of notice of such withdrawal with the City Clerk. The filing of notice of withdrawal shall be effective

to halt deductions in accordance with N.J.S.A. 52:14-159e as amended.

F. The City agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Association and transmit the fee to the majority representative.

G. The deduction shall commence for each employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

H. The fair share fee for services rendered by the Association shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Association, less the cost of benefits financed through the dues and available only to members of the Association, but in no event shall the fee exceed eighty-five (85%) per cent of the regular membership dues, fees and assessments.

I. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the Association to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents

advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the City.

J. Prior to January 1st and July 31st of each year, the Association shall provide advance written notice to the New Jersey Public Employment Relations Commission, the City and to all employees within the unit, the information necessary to compute the fair share fee for services enumerated above.

K. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the City or require the City to take any action other than to hold the fee in escrow pending resolution of the appeal.

L. The Association shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the City, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deduction.

ARTICLE VI

ASSOCIATION RIGHTS AND PRIVILEGES

A. The City agrees to grant time off without loss of regular straight time pay to the elected representatives of the Association to attend regularly scheduled meetings of the local Association. The Association shall designate and notify the City immediately upon election or appointment, who those representatives shall be.

B. In order to receive the time off specified in Section A, it is understood that the representative must give seventy-two (72) hours notice to the Chief of Police, except in emergent circumstances.

C. The State Delegate (or appointed alternate) of the Association shall be granted leave from duty without loss of regular straight time pay for all regularly scheduled meetings of the State Association when such meetings take place at a time when such officers are scheduled to be on duty, provided the elected officer gives at least seventy-two (72) hours notice to the Chief of Police, or in his absence, his designated representative.

D. The City agrees to allow the Association to continue to use the current Association office facility in City Hall.

ARTICLE VII

EMPLOYEE REPRESENTATIVE

A. Majority Representative:

1. The City hereby recognizes the Association as the sole and exclusive negotiating agent and representative for all full-time Patrolmen, Sergeants, Detectives, Lieutenants and Captains employed in the Ventnor City Police Department, but excluding all other personnel employed in the Ventnor City Police Department and all other City employees.

2. The title "Policemen", "Police Officer", or "employee" shall be used interchangeably and shall be defined to include the plural as well as the singular and to include males and females, uniformed members and non-uniformed members assigned to plain clothes.

B. Stewards:

1. For the duration of this Agreement, the Association has appointed the President of the Association as the Steward and he shall enjoy all rights and privileges thereto.

2. If for any reason the President shall be unable to complete the Stewardship, the Association shall appoint a successor from within the Department.

3. The President shall be permitted time off from his regular schedule to attend negotiating sessions and regularly scheduled meetings of the Association, provided

seventy-two (72) hours prior notice is given to the Shift
Commander.

ARTICLE VIII

NEGOTIATIONS PROCEDURE

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with the New Jersey Employer-Employee Relations Act in good faith and effort to reach agreement on all negotiable matters concerning the terms and conditions of employment of City employees included in Article I.

B. Such negotiation shall begin not later than September 15 of the calendar year in which this Agreement expires.

C. Any agreement so negotiated shall apply to all employees included in Article I, be reduced in writing, and be signed by authorized representatives of the City of Ventnor City and the members of the Association.

D. The City agrees that there shall be no change in the negotiable terms of this Agreement, except through negotiations between the parties.

E. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during the employee's scheduled working hours in negotiations, conferences or meetings, he shall suffer no loss in pay or other fringe benefits.

ARTICLE IX

BULLETIN BOARD

A. The Association shall have the use of the bulletin board located in the Police Department Headquarters for the posting of notices relating to meetings and official business of the Association only.

B. Only material authorized by the signature of the Association President, steward or alternate shall be permitted to be posted on said bulletin board. The City may have removed from the bulletin board any material which does not conform with the intent of the above provisions of this Article.

ARTICLE X

MUTUAL COOPERATION PLEDGE

A. The Association agrees not to engage in any strike or participate in any stoppage or cessation of work in any form or for any cause, nor will the Association in any manner coerce, order, participate in, or condone any strike or other work stoppage.

ARTICLE XI
HOURS OF WORK

A. The present working hours shall be continued in effect for all members of the Police Department of the City of Ventnor City, which is a forty (40) hour per week work week.

ARTICLE XII

SALARIES

A. Commencing January 1, 1984, the annual base salaries to be paid the following employees of the City shall be as follows:

<u>Classification</u>	<u>Base Salary</u>
<u>PATROLMAN</u>	
Temporary and first year of service	\$15,052.00
Starting second year of service	17,172.00
Starting third year of service	21,942.00
PATROLMAN (Assigned Detective)	\$23,002.00
SERGEANT	23,002.00
SERGEANT (Assigned Detective)	24,168.00
LIEUTENANT	24,168.00
LIEUTENANT (Assigned Detective)	25,440.00
CAPTAIN	25,440.00

B. Commencing January 1, 1985, the annual base salaries to be paid the following employees of the City shall be as follows:

<u>PATROLMAN</u>	
Temporary and first year of service	\$16,106.00
Starting second year of service	18,374.00
Starting third year of service	23,478.00
PATROLMAN (Assigned Detective)	\$24,612.00
SERGEANT	24,612.00
SERGEANT (Assigned Detective)	25,860.00
LIEUTENANT	25,860.00
LIEUTENANT (Assigned Detective)	27,221.00
CAPTAIN	27,221.00

C. Salary levels and seniority shall be based upon the date of employment.

ARTICLE XIII

LONGEVITY

A. Each Officer listed in Article XII shall be paid in addition and together with his annual base salary. Additional compensation based upon the length of his service in the Ventnor City Police Department is fixed and determined by the following schedule:

<u>Years of Service</u>	<u>Longevity Payment</u>
Five (5) years	Two (2%) percent
Ten (10) years	Four (4%) percent
Fifteen (15) years	Six (6%) percent
Twenty (20) years	Eight (8%) percent
Twenty-four (24) years or more	Ten (10%)

B. The aforesaid longevity payments shall be paid in equal, bi-weekly installments, together with, and in addition to, the employée's base salary.

C. In computing overtime pay and vacation pay and any other pay rates set forth in this Agreement, the basic pay of any Officer shall include his base plus his longevity.

D. Longevity pay shall be computed from the anniversary date of the Officer's appointment by the City.

ARTICLE XIV

OVERTIME

A. Overtime shall consist of all hours worked in excess of forty (40) hours in a week.

B. All employees covered by this Agreement shall, in addition to their salary, be paid time and one-half (1 1/2) at their hourly rate of pay, computed on the basis of a forty (40) hour week. The employee shall have the option of receiving a payment for his overtime or in the alternative, compensatory time off. In the event the employee determines to receive payment, then all overtime payments shall be paid in the employee's regular paycheck. The maximum payment for overtime will be one thousand (\$1,000.00) dollars per year.

C. In the case of detectives who on numerous occasions work a greater amount of overtime than a Patrolman, they shall have the right to discuss with the City the City's ability to pay more in the way of overtime compensation to them, than hereinbefore stated in this Article.

D. If an employee is recalled to duty, he shall receive a minimum guarantee of two (2) hours compensation at the overtime rate, provided said recall duty is not contiguous with the employee's normal shift. The City shall have the right to retain the employee on duty for the minimum time period.

E. 1. Overtime for regularly scheduled shifts and details will be offered to regular full-time employees of the Department first, in order of preference based upon a rotating seniority roster. There may be certain situations in which the Department, because of special skills or other attributes of a particular officer, determines when it is in the best interest of the City to bypass any employee or employees on the seniority list. While this Agreement contemplates such possibilities, it is agreed and understood that such bypassed employee or employees must become next on the list for the purpose of the overtime roster. The purpose of this clause is to equalize overtime among employees and shall not be defeated by the City's selection of special persons for special details as set forth herein. Such overtime will be offered to persons other than full-time employees only if it has first been refused by each employee on the seniority roster aforementioned.

E. 2. With regard to what is commonly known as "school details", it is agreed that the city will attempt to obtain at least one (1) full-time employee of the Department to work said detail, and will make an offer of such detail to the regular full-time employees on the basis of the rotating seniority roster. It will be the obligation of the employees to set up their own roster for school details and other special events.

F. Effective August 1, 1984, employees shall be entitled to seven (7) calendar days notice for changes in regularly scheduled days off. Any employee required to work on a regularly scheduled day off without said seven (7) days notice shall be compensated at the overtime rate.

ARTICLE XV

HOLIDAYS

A. Effective January, 1984, all employees covered by this Agreement shall receive the following ten (10) holidays:

New Year's Day	Christmas Day
Easter Sunday	President's Day
July 4th	Columbus Day
Labor Day	General Election Day
Thanksgiving Day	Memorial Day

B. Effective January 1, 1985, all employees covered by this Agreement shall receive the following eleven (11) holidays:

New Year's Day	Christmas Day
Easter Sunday	President's Day
July 4th	Columbus Day
Labor Day	General Election Day
Thanksgiving Day	Memorial Day
	Good Friday

C. All employees covered by this Agreement shall receive the paid holidays listed in Sections A and B above. These holidays may be taken at any time during the calendar year at the discretion of the respective relief commanders, assuming the employee has worked during any of these aforesaid holidays. An employee shall be considered as having worked on a holiday if he is scheduled to work and reports for work in any of the shifts with hours between

midnight and midnight on the day that said holiday falls. Each employee shall be compensated by granting equal compensatory time off should he be required to work any of the aforementioned holidays. Employees will not be recalled from holidays except in emergencies.

D. Effective January 1, 1985, all employees covered by this Agreement shall receive eleven (11) days straight pay in one lump sum (check) separate from their regular pay check, to be paid the first pay of December 1985, for compensation for the eleven (11) holidays enumerated in paragraph B of this Article. Each employee's holiday pay shall be calculated at their regular rate of pay. If any employee is scheduled to work on any of the aforementioned holidays, he is to be paid at a normal rate of pay.

ARTICLE XVI
PERSONAL DAYS

A. All employees shall enjoy two (2) personal days per year, to be taken at their option, providing their absence does not interfere with the manpower needs of the Department.

ARTICLE XVII

VACATIONS

A. An employee in his first full year of service, shall be entitled to one (1) working day of vacation for each month of service. Thereafter, he shall be entitled to two (2) working days vacation for every month of service, or as otherwise determined by the schedule in paragraph B.

B. Vacation leave for members shall be determined by the following schedule:

Patrolman (after 12 months of service)	24 working days
Assigned Detective Bureau	26 working days
Sergeant	26 working days
Detective Sergeant	29 working days
Lieutenant	29 working days
Detective Lieutenant	30 working days
Captain	30 working days

Members shall not be recalled to duty while on vacation, except in emergencies.

ARTICLE XVIII

COLLEGE INCENTIVE PROGRAM

A. The City hereinafter agrees to reimburse employees who are in attendance at an accredited educational facility that provides either a Bachelors Degree or an Associates Degree for their cost expended for tuition for said courses and their cost incurred for books related to the taking of said courses.

B. Those employees who prior to January 1, 1978 had received credits for academic courses taken following appointment to the Police Department and who were in fact receiving a college allowance shall continue to receive a college allowance in the amount of \$7.50 per year for each credit so received from their appointment date to the Police Department of City of Ventnor. This credit allowance applies only in a retroactive manner and in no way applies prospectively to employees of the Police Department of the City of Ventnor who receive credit for courses taken in an institution that qualifies under the foregoing definition.

C. Effective January 1, 1985, any employee covered by this Agreement being granted an Associates Degree accredited by the Commissioner of Higher Education of the Middle States Association of Colleges and Secondary Schools shall be compensated \$500.00 annually in one lump sum (check) separate from his regular pay check, payable to such employee the second pay of December. Should said degree not be granted until after March 1 of 1985, payment will be prorated to that portion of the year in which degree was obtained.

D. Effective January 1, 1985, any employee covered by this Agreement being granted a Bachelor's Degree accredited (same as above) shall be compensated \$1,000.00 annually in one lump sum (check) separate from his regular pay check, payable to such employee the second pay of December.

E. Upon completion of Associates or Bachelors degree all books purchased for said course work will become property of City for use as resource material within the police department for all employees covered by this agreement and be accessable at all times. for said employees.

ARTICLE XIX

HOSPITALIZATION INSURANCE

A. The City agrees to continue to provide the New Jersey Blue Cross and Blue Shield "1420" Plan with Rider "J" for all employees covered by this Agreement, at the City's expense.

B. The City agrees to continue to provide Major Medical Insurance at the City's expense.

C. The Blue Cross and Blue Shield, Rider "J" and Major Medical Insurance will be the family type plan at a minimum as the plan now in effect, but not restricted to that plan.

D. Effective July 1, 1984, the City agrees to upgrade the Blue Shield Hospitalization Plan from the present "1420" Plan to the "UCR" Plan. All other insurance benefits shall remain as presently provided.

E. The City agrees to continue the life insurance policy now in effect at the City's expense.

F. The City has the right to consider a change in insurance carriers, but said change must be mutually agreed upon by the City and the Association.

ARTICLE XX

SICK LEAVE

A. Sick leave is hereby defined to mean absence from post or duty by an employee because of accident, illness, exposure to contagious disease, injury, attendance upon a member of the employee's immediate family seriously ill requiring the care and attendance of such employee.

B. The term "immediate family" shall include father, mother, father-in-law, mother-in-law, grandparents, sister, brother, spouse, child, foster child, brother-in-law and sister-in-law of any employee and any relatives residing in his household.

C. A certificate of a reputable physician in attendance shall be required as proof of need of the employees' leave after three (3) consecutive days sick leave or leave in attendance of a member of the employee's family or after ten (10) days sick leave in any one (1) year or after ten (10) days leave while in attendance of a member of the employee's family in any one (1) year.

D. Sick leave shall accrue for regular full-time Police Officers at the rate of one (1) day per month during the first calendar year of employment and fifteen (15) working days in every calendar year of employment thereafter, and shall accumulate from year to year, to be used as needed.

E. If an Officer is absent from work for reasons that entitle him to sick leave, the Chief of Police or his designated representative shall be notified as early as possible, but no later than two (2) hours prior to the start of the scheduled work shift from which he is absent, except in case of emergency or sudden illness.

F. The City shall not require any of its employees covered by this Agreement who may be disabled either through illness or injury as a result of or arising from his respective employment to utilize the sick leave accumulated under this Section which procedure is in accordance with the Workmens' Compensation laws of the State of New Jersey.

ARTICLE XXI

TERMINAL LEAVE

A. Effective January 1, 1984, upon an employee's retirement, death or on honorable termination of employment, said employees shall be compensated for his accumulated sick leave computed on his daily rate of pay for the year immediately preceding said termination and shall receive one (1) days rate of pay for each three (3) days of accumulated sick leave, with a maximum payment for accumulated sick leave upon said termination in the amount of seven thousand (\$7,000.00) dollars.

B. Effective January 1, 1985, the maximum payment for accumulated sick leave shall be increased to a maximum of eight thousand (\$8,000.00) dollars.

ARTICLE XXII

FUNERAL LEAVE

A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay from the day of death up to and including the day of the funeral, but in no event to exceed four (4) working days.

B. The term "immediate family" shall include father, mother, father-in-law, mother-in-law, grandparents, sister, brother, spouse, child, foster child, brother-in-law and sister-in-law of an employee and any relatives residing in his household.

C. Funeral leave may, at the sole discretion of the Chief of Police, be extended beyond the four (4) working day period either without pay or chargeable against the employee's sick leave. Said option of taking the day without pay or chargeable against the employee's sick leave shall be at the discretion of the employee.

D. Funeral leave shall not constitute sick leave and shall not be deducted from the employee's annual sick leave or vacation leave, except as provided in Section C, above.

ARTICLE XXIII

INJURY LEAVE

A. Where an employee covered under this Agreement suffers a work-connected injury or disability, the City shall continue such employee at full pay, during the continuance of such employee's inability to work, for a period of up to one (1) year. During this period of time, all temporary disability benefits accruing under the provisions of the Worker's Compensation Act shall be paid over to the City.

B. The employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and, the City, may reasonably require the said employee to present such certificates from time to time.

C. In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the City or by its insurance carrier, then, and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation establishing such further period of disability and such findings by the Division of Workers' Compensation, or by the final decision of the last reviewing court shall be binding upon the parties.

D. For the purposes of this Article, injury or illness incurred while the employee is attending a City

sanctioned training program, shall be considered in the line of duty.

E. In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of an appropriate Workers' Compensation judgment, or, if there is an appeal therefrom, the final decision of the last reviewing court.

F. An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon by the parties.

ARTICLE XXIV
MILITARY LEAVE

A. Military Leave shall be granted pursuant to State and Federal Statutes Regulations.

ARTICLE XXV

LEAVE OF ABSENCE WITHOUT PAY

A. An employee may request a leave of absence without pay for a period not to exceed six (6) months in order to participate in other interests outside of the Department providing that such absence does not conflict with or adversely affect the routine function of the Department.

B. An employee may apply for such leave by submitting to the City a written request setting the reasons for the leave and the proposed period of time.

C. Any leave of absence is subject to the approval of the City.

D. Upon returning from such leave, the employee shall return to the position which he left together with all benefits and compensation.

ARTICLE XXVI

EQUIPMENT

A. The City and the PBA both agree that the safety of the employees and the public are essential in providing and maintaining adequate service to the residents of the City of Ventnor. In this regard all equipment shall be maintained by the City in proper working condition. Any equipment not in proper working condition shall be repaired or replaced as soon as possible by the City.

B. All employees of the Ventnor City Police Department required to carry a revolver shall be supplied with a serviceable revolver by the City. Once the revolver is supplied to the employee, then it will be the responsibility of the employee to continue to provide normal maintenance for said weapon.

C. Except in unforeseen circumstances, the City shall provide each on-duty Officer with an operating portable radio.

ARTICLE XXVII

UNIFORMS

A. Upon permanent employment, each employee shall be furnished with the following uniform components:

1. Winter Uniform

- (1) Winter Outer Jacket
- (1) Winter Hat with Peak
- (1) Winter Hat (Hunter Style)
- (2) Pair of Winter Weight Pants
- (4) Long Sleeve Shirts
- (2) Ties

2. Summer Uniform

- (1) Summer Hat
- (4) Short Sleeved Shirts
- (2) Pair of Summer Weight Pants

3. Miscellaneous

- (1) Rain Coat
- (1) Rain Hat Cover
- (1) Pair Rubber Boots
- (1) Pair Shoes
- (1) Set of Leather Gear including belt, holster, handcuff case, nightstick holder, bullet dump pouch, badge, and I.D. name plate.

B. Annually, all Officers shall receive replacements for uniform components that are no longer serviceable.

C. If during the performance of their duties, any Officer damages a uniform or civilian clothing, he shall have the right to submit the repair costs to the City for reimbursement. Personal effects damaged during the performance of duty shall be repaired or replaced by the City, at the sole discretion of the Chief of Police.

D. The City agrees to reimburse non-uniformed personnel for clothing up to three hundred fifty (\$350.00) dollars per year upon presentation of receipts.

ARTICLE XXVIII

SCHOOLS

A. All members covered under this Agreement who attend any police school, or training school, shall be provided transportation, or be reimbursed at the rate of twenty (.20) cents per mile, plus tolls.

B. When the Chief receives notice of availability of police schools, training schools, the Chief shall post a notice advising all members of the availability for said schools or seminars.

ARTICLE XXIX

LEGAL AID

A. The City shall continue its present false arrest coverage through its existing blanket policy.

B. The City will provide legal aid to all personnel covered by this Agreement, pursuant to the applicable Statutes of the State of New Jersey. The City agrees to pay for any expungment proceeding regarding a charge brought against a police officer arising out of his status of a police officer which results in the charge being resolved in favor of the police officer.

C. The City will continue to provide existing insurance coverage to employees covered under this Agreement, protecting them from civil suits arising out of the performance of their duties, including but not limited to the following: false arrest, malicious prosecution, libel, slander, defamation of character, violation of the right of privacy, invasion of the right of privileged occupancy, and the invasion of civil rights.

D. The City agrees to maintain a listing of all insurance coverages in a designated office in City Hall where said list can be seen by all employees upon request.

ARTICLE XXX

GUN RANGE

A. The City agrees to supply employees with the necessary rounds of ammunition for initial qualification and/or police academy training.

B. The City agrees to supply up to seven hundred (700) rounds of ammunition per employee per year as needed by the employee to practice and re-qualify in marksmanship.

C. All practice rounds shall be factory loaded wad cutters.

D. The City shall supply all necessary targets to the gun range in the City of Ventnor City to permit employees of the Police Department of said City to qualify as required in Section B of this Article.

ARTICLE XXXI

K-9's

A. The City agrees to continue to pay for all veterinary, food and grooming supply bills.

ARTICLE XXXII

MEAL PERIOD/BREAKS

A. Every employee covered by this Agreement shall receive a forty-five (45) minute meal period for each shift worked and two fifteen (15) minute breaks for each shift.

ARTICLE XXXIII

OUTSIDE EMPLOYMENT

A. Employees shall be entitled to engage in any lawful activity and obtain any lawful work while off-duty, providing same does not conflict with his responsibilities as a Police Officer.

B. No Police Officer planning to or engaging in outside employment during the off-duty hours shall be permitted to wear the regulation City uniform.

ARTICLE XXXIV

CEREMONIAL ACTIVITIES

A. In the event a police officer in another Department in the State of New Jersey is killed in the line of duty, the City will permit at least one (1) uniformed employee of the City to participate in funeral services for the said deceased officer.

B. Subject to the availability of same, the City will permit a City police vehicle to be utilized by the employees in a funeral service.

C. Employees participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral service, unless otherwise agreed to by the Chief of Police.

ARTICLE XXXV

PERSONNEL FILES

A. A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records, and shall be maintained in the office of the Chief of Police, and may be used for evaluation purposes by the Chief of Police, Mayor and/or Governing Body.

B. Upon advance notice and at reasonable times, any employee may at any time review his personnel file. However, this appointment for review must be made through the Chief of Police or his designated representative.

C. Whenever a written complaint concerning an employee or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file. If there has been a formal hearing where both parties were represented and an official transcript was prepared, then said transcript will suffice. Upon receipt of a copy of the complaint, the employee shall initial the personnel file copy. Initialing of the complaint serves only as acknowledgment of receipt of a copy of the complaint and does not indicate admission of any portion of the complaint. When the employee is given a copy of the complaint, the identity

of the complainant shall be excised. However, if any disciplinary action is taken based upon any complaint, then the employee shall be furnished with all details of the complaint, including the identity of the complainant.

D. All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom. Removal of any material from a personnel file by any employee shall subject that employee to appropriate disciplinary action.

ARTICLE XXXVI

INVESTIGATION OF POLICE OFFICERS

A. In an effort to insure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.

2. The interrogation shall take place at a location designated by the Chief of Police. Usually, it will be at Police Headquarters or the location where the incident allegedly occurred.

3. The member of the force shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members 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.

4. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every two (2) hours.

5. The Department shall afford an opportunity for a member of the force, if he so requests, while being investigated, to consult with counsel and/or his Association representative before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force, which shall not delay the interrogation beyond one (1) hour for consultation with his Association representative, nor more than two (2) hours for consultation with his attorney. However, this paragraph shall not apply to routine day-to-day investigations.

6. In cases other than departmental investigations, if a member of the force is under arrest or if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

7. Nothing herein shall be construed to deprive the Department, or its officers of the ability to conduct the routine and daily operations of the Department.

ARTICLE XXXVII

RETENTION OF BENEFITS

A. Except as otherwise provided herein, all rights, privileges and benefits which Officers have heretofore enjoyed and are presently enjoying, shall be maintained and continued by the City during the term of this Agreement at not less than the highest standards in effect at the commencement of these negotiations resulting in this Agreement.

B. The provisions of all Municipal Ordinances and Resolutions, except as specifically modified hereto, shall remain in full force and effect during the term of this Agreement and shall be incorporated in this Agreement as if set forth herein at length.

ARTICLE XXXVIII

SAVINGS CLAUSE

A. Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the extent that in the event any clause or clauses shall be finally determined to be in violation of any law, then in such event, such clause, or clauses, only to the extent that any may be so in violation shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions on the remainder of any clause, sentence or paragraph in which offending language may appear.

ARTICLE XXXIX

DURATION OF AGREEMENT

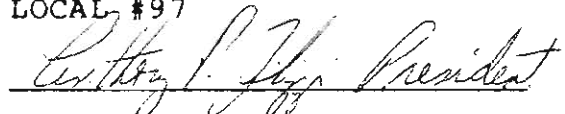
A. This Agreement shall be in full force and effect as of January 1, 1984, and shall remain in effect to and including December 31, 1985, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor no later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the City of Ventnor City, New Jersey, on this 20th day of June 1984.

CITY OF VENTNOR CITY



NEW JERSEY POLICEMEN'S
BENEVOLENT ASSOCIATION
LOCAL #97

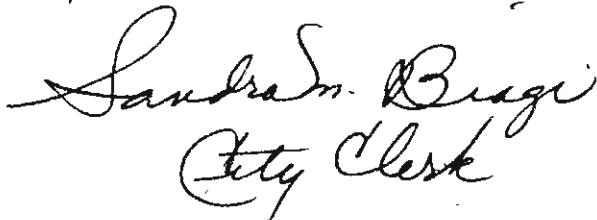


Daniel R. Rocco, V.P.

A. B. [Signature], Treasurer

Don P. Nulley, F.N. Sec

Attest:


Sandra M. Bragi
City Clerk