

A G R E E M E N T

11/1/76 - 12/31/77

This general agreement made and entered on this
day of _____, 1976, by and between the City of Orange, a
municipality in the County of Essex, State of New Jersey, hereinafter
referred to as the "City" and New Jersey State Police Benevolent
Association, Inc., Orange Local No. 89 Inc. hereinafter referred to
as the "PBA".

WHEREAS, the parties hereto have carried on collective
bargaining negotiations for the purpose of developing and con-
cluding a general agreement covering wages, hours of work, and
other conditions of employment in order that more efficient and
beneficial public service may be rendered;

NOW, THEREFORE, in consideration of these promises and
mutual agreements herein contained, the parties hereto agree with
each other with respect to the employees of the City recognized
as being represented by the PBA as follows:

1.

ARTICLE I
RECOGNITION AND SCOPE OF AGREEMENT

Section 1

The City hereby recognizes the PBA as the sole and exclusive representative of all employees in the bargaining unit defined in Article I, Section 2, herein for the purposes of collective bargaining and all activities and processes relative thereto.

Section 2

The bargaining unit shall consist of all sworn employees or members of the Police Department of the City of Orange, New Jersey, now employed or hereafter employed, except the Chief of Police.

Section 3

The City and the PBA hereby agree that the PBA has the right to negotiate the rates of pay, number of hours of work, fringe benefits, working conditions, safety equipment, procedures for adjustment of disputes and grievances, and all other related matters.

Section 4

The City agrees not to enter into any other agreement or contract with any employee or group of employees or any other organization which in any way conflicts with the terms of this agreement. Provisions of this section shall not apply to the PBA.

Section 5

This Agreement shall be binding upon the parties hereto and their successors.

ARTICLE IICOLLECTIVE BARGAINING PROCEDURE

Section 1

Collective bargaining with respect to rates of pay, hours of work, or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Director of Police or his designee, and the President of the PBA or his designee, shall be the respective bargaining agents for the parties.

Section 2

Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

Section 3

Employees who may be designated by the PBA to participate in collective bargaining meetings called for the purpose of negotiation of a collective bargaining agreement will be excused from their work assignments without loss of pay.

Section 4

Not more than four additional representatives of each party shall participate in the collective bargaining meetings. Representative members of the PBA, in addition to the President, shall include two superior officers, one of which shall be the President of the Superior Officers Association, and two patrolmen.

Section 5

Where not otherwise provided in this agreement, the State Statute c/k/a Perc shall pertain.

ARTICLE IIICONDUCTING UNION BUSINESS

Section 1

The City shall permit members of the Union Grievance Committee, consisting of four members of the PBA, one of which shall be the President of the Superior Officers Association, to conduct the business of the Committee which consists of conferring with employees and management on specific grievances in accordance with the grievance procedure set forth herein during the duty hours of the members without loss of pay provided the conduct of said business shall not diminish the effectiveness of the Police Department or require the recall of off-duty policemen to bring the Department to its proper effectiveness.

Section 2

The City shall permit members of the PBA Negotiating Committee to attend collective bargaining meetings during the duty hours of the members without loss of pay.

Section 3

Leave of absence with pay to attend and serve as delegates to conventions of the Association shall be granted to three members of the PBA during the calendar year, with the extent of leave limited to five days per delegate. Additional delegates may attend with the approval of the Director of Police. Application for leave shall be made in writing

to the Director of Police or his designee not less than two weeks in advance.

Section 4

The City shall grant time off without loss of pay to the President of the PBA and Legislative delegate to the New Jersey State Policemen's Benevolent Association or their designees, to conduct PBA business and to attend PBA functions which require their attentions.

Section 5

PBA official or designee shall be granted time off without loss of pay and shall be supplied with the use of an Orange police vehicle to attend, in an official capacity as representative of the Orange PBA Local No. 89 Inc., funerals for police officers who have given their lives in the course of their duties as police officers within the State of New Jersey. PBA officials shall be allowed to attend funerals for police officers outside of New Jersey by obtaining the permission of the Director of Police.

Section 6

The President of the PBA shall have a permanent day shift schedule so as to insure his immediate availability to attend to the problems which may arise from time to time in the conduct of police department business.

ARTICLE IVDISCRIMINATION AND COERCION

Section 1

There shall be no discrimination, interference or coercion by the Employer or by any of its agents against the PBA or against the employees represented by the PBA because of membership or activity in the PBA. There shall be no discrimination or coercion by the PBA or any of their agents against any employees covered by this Agreement because of membership or non-membership in the PBA. Nor shall the Employer discriminate or assist any other labor or police organization which in any way affects the Association's rights as certified representative for the period during which the PBA remains the certified representative of the employees. Neither the Employer nor the PBA shall discriminate against any employee because of race, creed, color, age, sex, or national origin. The City will cooperate with the PBA with respect to all reasonable requests concerning the PBA's responsibilities as certified representative.

ARTICLE VPAY TREATMENT FOR EXTENDED ILLNESSESSection 1

The City agrees to pay employees at their regular rate of pay during periods of disability due to illness, injury or recuperation therefrom, for a maximum period of one year from the date of such disability, provided such employee is incapable of performing his duties as a police officer and that such disability is established by a police surgeon. The amount of sick leave shall be within the discretion of the Director of Police not exceeding one year in accordance with State Statute. However, for any lesser period of time said Director shall not withhold the grant of such leave arbitrarily, unreasonably or capriciously.

Section 2

An officer is entitled to one day sick leave for each month of actual service during the probationary period from the date of appointment to December 31 of that year. There after fifteen days paid sick leave shall be granted each year.

Section 3

In the event the officer's illness causes his absence from work for more than three consecutive days per year, a police surgeon's certificate must be filed with the Chief of Police when the officer returns to work.

Section 4

An Ordinance regulating and establishing a sick leave policy for the permanent classified and unclassified employees of the City of Orange shall apply.

(see attached Ordinance)

ARTICLE VI
OUTSIDE EMPLOYMENT

Section 1

All outside employment of Orange Police Officers during their off-duty hours will be administered by the PBA President or his designee and the Director of Police or his designee. When a member of the Orange Police Department is rendering a service approved by the Police Department during his off-duty hours he shall be fully covered by Workmens Compensation and Liability Insurance and Pension as provided by State Law.

ARTICLE VIIUNION SECURITY

Insofar as permitted by law the City agrees to deduct from the pay of all employees of the Police Department who are members of the PBA dues as required by the PBA bylaws and other PBA rules and regulations duly enacted. All such deductions shall be paid over to the properly designated PBA official monthly on a regularly scheduled basis.

ARTICLE VIIIMANAGEMENT OF CITY AFFAIRS

The PBA recognizes that areas of responsibility must be reserved to the City to serve the City effectively, therefore, the rights to manage the affairs of the City and to direct the working forces in operation of the City, subject to the limitations of this Agreement, is retained by the City exclusively.

ARTICLE IXHOURS

Section 1

The normal tour period work day shall consist of not more than eight consecutive hours in a 24-hour period. Such period shall commence at 12:00 a.m. and end at 11:59 p.m. The establishment of non tour of duty is permitted provided same is voluntary and personnel need not accept the assignment except on a voluntary basis.

Section 2

All dispatchers, desk officers, shift commanders, radio car patrol and foot patrol on all shifts shall work tours of four consecutive days followed by two days off. All other men shall work a regular five day week, or in accordance with the practice in effect as of this date.

Section 3

Whenever possible there shall be two man patrol cars during the four to twelve and twelve to eight shifts.

ARTICLE XOVERTIME

Section 1

If an employee is required to work on his day off, time off or vacation day he shall be paid for all such time worked at his regular straight time pay; if an employee is required to work in excess of eight hours any daily period, he shall be paid at his regular straight time pay period; if an employee is required to work in excess of forty hours during any weekly period he shall be paid at his regular straight time pay.

Section 2

If an employee is required to work in excess of eight hours and fifteen minutes while on duty, he shall be paid for the time he has worked after this period.

Section 3

If an off duty employee is required to work he shall be paid for a minimum of one hour. Thereafter, he shall be paid for the time he has worked as provided in section 1.

ARTICLE XICOURT TIME

If an employee is required to appear in any court or judicial hearings in connection with his duties in the Department on his day off, time off, or vacation day he shall be paid at his regular straight time for any such appearance.

ARTICLE XIIVACATION

Employees covered by this Agreement shall be entitled to vacation leave with pay according to the following schedule:

- | | |
|--------------------------|--------------------------------------------------------|
| a) During the first year | -- $1 \frac{1}{4}$ days per month
of actual service |
| b) After 1st year | -- 16 working days; |
| c) After 2nd year | -- 17 working days; |
| d) After 3rd year | -- 18 working days; |
| e) After 4th year | -- 19 working days; |
| f) After 5th year | -- 20 working days |

ARTICLE XIIIPERSONAL DAYS

Each officer shall be entitled, in addition to the sick days, vacation time, holidays and other leaves provided for herein, three personal days annually. Such personal leave requests may be denied in the event such request would, in the discretion of the Director, cause a manpower shortage. Such personal leave must be consumed in each calendar year of accrual.

ARTICLE XIVBEREAVEMENT LEAVE

The City agrees that all employees covered by this Agreement shall be permitted bereavement leave with pay not to exceed five calendar days beginning with the date of death of spouses, children, brothers, sisters, mothers, fathers, mother-in-law, fathers-in-law, grandparents of employee or spouse, or any member of the employee's household for each and every bereavement, to begin at date of death and run consecutively.

ARTICLE XVHOLIDAYS

Section 1

The following shall be recognized as paid holidays under this Agreement:

New Year's Day	Lincoln's Birthday
Washington's Birthday	Good Friday
Memorial Day	Independence Day
Columbus Day	Election Day
Veteran's Day	Thanksgiving
Christmas	Employee's Birthday
Labor Day	

Section 2

Holidays will be paid as follows:

Six holidays by the last pay day in June.

Seven holidays on the first pay day in December.

Holiday pay shall be paid in separate checks and not included within the regular paycheck.

ARTICLE XVI
HOSPITAL, MEDICAL

Section 1

The City agrees to provide at no cost of the employees and their dependants, full Blue Cross and Blue Shield coverage, including Rider J and major medical.

Section 2

The City agrees to provide to all retired employees and their dependants, Blue Cross and Blue Shield including Rider J benefits.

ARTICLE XVIIINSURANCE

Section 1

The City agrees to provide at no expense to the employee a \$4,000.00 life insurance policy.

Section 2

The City shall pay an additional \$5,000.00 benefit to a deceased police officer's family for death resulting from an on-the-job injury. This shall be exclusive of any compensation award proceeds.

Section 3

In the event of death or retirement, the police officer or the Estate shall receive his earned pay.

ARTICLE XVIIICLOTHING ALLOWANCE

An allowance shall be paid for the year 1976 to all employees for the purchase of clothing. Such allowance shall be payable before May 1, 1976 for \$250.00 and before May 1, 1977 for \$250.00.

ARTICLE XIXFALSE ARREST AND LIABILITY INSURANCE

The City will carry Police Professional Liability Insurance covering each policeman for liability he may incur while acting in the performance of his duties in the limits of \$100,000 to each person, \$300,000 to each incident and \$500,000 in the aggregate. In addition, when a member of the Police Department is made a Defendant in any suit or other legal proceedings arising out of the performance of police duties, the City will provide the employee with counsel, to defend such suit or legal proceedings and shall reimburse the employee for his out-of-pocket expense.

ARTICLE XXSENIORITY

Section 1

Seniority is defined to mean the accumulated length of service with the Department computed from the last date of hire. Employee's length of service shall not be reduced by time lost due to authorized leave of absence or absence for illness or injury.

Section 2

Assignment of police officers as well as superior officers in the patrol division shall be in accordance with the time served or seniority as police officers in rank. Patrol Division includes shift commanders, radio car patrol, foot patrol, desk officers and radio dispatchers.

Section 3

Seniority days off per year shall be allowed as follows:

1 - 5 years	2
5 - 10 years	4
10 - 15 years	6
15 - 20 years	8
20 years and over	10

Section 4

If seniority days are not used in the year earned they shall accumulate.

Section 5

When a police officer as a result of his seniority is entitled to pick patrol, such assignment shall last for a maximum period of three months. If possible, when a police officer requests a transfer from a special assignment he shall notify the Chief of Police no later than two weeks prior to the date when assignments are picked. If possible, when the City decides to remove the police officer from a special assignment such officer shall be notified of removal two weeks prior to the date when assignments are picked. If an officer from a special assignment is reassigned in the middle of a pick to patrol, he shall be assigned by the Director of Police until a new pick goes into effect.

ARTICLE XXIDISCHARGE OR SUSPENSION

No employee shall be suspended, disciplined or discharged without just cause. An employee's pay shall not be stopped without a proper hearing. For the purpose of computing the periods of suspension a police officer may use at his option vacation days and time off with the discretion of the Director of Police.

ARTICLE XXIIGRIEVANCE PROCEDUREArbitration

Section 1

A grievance is a complaint arising with respect to wages, hours of work or other conditions of employment. In order to provide for the expedition and mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed.

Step 1. Complaints may be initiated by an individual employee to his immediate superior. If the complaint is not adjusted satisfactorily at this stage and the employee wishes to enter a grievance, it shall be presented to the authorized PBA representative.

Section 2

When the PBA wishes to present a grievance for itself or for an employee or group of employees for settlement, such grievance shall be presented as follows:

Step 2. The President of the PBA or his duly authorized and designated representative shall present the grievance and the position of the PBA orally or in writing to the Chief of Police or his duly designated representatives. The Chief of Police shall answer the grievance orally or in writing within five working days.

Step 3. If the grievance is not resolved at Step 2 or no answer has been received by the PBA within the time set forth in Step 2, the grievance

will be referred to the Director of Police. The Director of Police shall answer the grievance in writing within seven (7) days after the receipt of the grievance, setting forth the position of the City.

Step 4. If the grievance is not resolved at Step 3 or no answer has been received by the P.B.A. within the time set forth in Step 3, the grievance may be referred to regular Civil Service proceedings.

Step 5. Arbitration

Within two (2) weeks of the transmittal of the written answer by the Director, if the grievance is not settled to the satisfaction of both parties, either party to the Agreement may request that the grievance be submitted to arbitration as hereinafter set forth.

However, no arbitration hearing shall be scheduled sooner than fourteen (14) days after the final decision is due or rendered by the Director of Police, whichever is sooner, except for emergent grievances. In the event the aggrieved elects to pursue Civil Service Procedures, the arbitration hearing shall be canceled and the matter withdrawn from arbitration, and an employee who elects to proceed to arbitration shall be deemed to have waived his right to proceed under Civil Service Law, Rules and Regulations and Procedures.

Either party may submit their grievance to the New Jersey State Board of Mediation for the appointment of an impartial arbitrator in accordance with their Rules and Regulations, who shall have full power to hear and determine the dispute between the parties.

The arbitrator shall have the authority to hear and determine the grievance, and his decision shall be final and binding on all parties. The arbitrator shall have no right to vary or modify the terms and conditions of the Agreement and shall decide the dispute within thirty (30) days after the hearing has been closed. The expense of arbitration shall be borne equally by the parties. Only the Employer or the Association shall have the right to submit a grievance to arbitration.

Section 3. City Grievances

Grievances initiated by the City shall be filed directly with the P.B.A. within five (5) days after the event giving rise to the grievance. A meeting shall be held within ten (10) days after filing a grievance between the representatives of the City and the P.B.A. in an earnest effort to adjust the differences between the parties. In the event no such adjustment has been satisfactorily made, either party may file for arbitration in accordance with the provisions of this Article.

Section 4. General Provisions

(a) Nothing contained herein shall prevent any employee from presenting his own grievance and representing himself provided notification of all meetings, steps and grievance answers are given to the Association and the Association is given the opportunity to be present at all steps of the grievance procedure.

(b) The steps provided for herein may be waived by mutual agreement of the parties.

(c) If the City fails to meet and/or answer any grievance within the prescribed time limits as hereinbefore provided, such grievance may be processed to the next step.

ARTICLE XXIVLONGEVITY

Each employee covered by this Agreement shall be paid in addition to the rates of pay set forth in Article XXIII herein, a longevity increment based upon years of service with the Orange Police Department in accordance with the following schedule:

Years of Service	Percentage of Salary
5 - 9	2
10 - 14	4
15 - 19	6
20 and over	8

ARTICLE XXVBULLETIN BOARD

The City shall provide a bulletin board, enclosed in glass, in a conspicuous location in the Orange Police Headquarters for the use of the PBA for posting notices concerning PBA business and activities. All such notices shall be posted only upon authority of officially designated PBA representatives.

ARTICLE XXVI
REIMBURSEMENT FOR EXPENSES

Section 1

Rates -

(a) Meals provided for in Section 2 hereof shall be reimbursed by the City at the rate of \$3.00 per meal;

(b) Mileage - In the event a member of the Department uses his own vehicle for transportation on official assignment, as described in Section 2 hereof, mileage shall be computed at the rate of 12¢ per mile, to and from Orange Police Headquarters.

Section 2

Terms and conditions of reimbursements -

(a) Schools - Members of the Department shall be paid for meals and mileage if not provided, while attending a Police Academy or any other institution that he is ordered or authorized to attend, for training other than the basic police course;

(b) Tolls - All members of the Department shall be compensated for any toll expense incurred while acting in any capacity hereinbefore so defined upon receipt and approval of validated receipt. This shall include receipts for parking fees also, to be certified by a pay voucher and receipts.

(c) All expenses incurred and subject to reimbursement shall be accompanied by a receipt and voucher.

ARTICLE XXVIIJOINT PBA-MANAGEMENT COMMITTEE

A committee consisting of the Director of Police and the PBA shall be established for the purposes of reviewing the administration of this Agreement and to resolve problems that may arise. The committee shall meet the third Wednesday in each of the following months: January, April, August and October as well as any other time the committee considers it necessary and required. These meetings are not intended to bypass the grievance procedures or to be considered contract negotiation meetings.

The purpose and intent of such meetings is to foster good employment relations through communications between the City and the PBA on such matters as:

- (a) Discussing questions arising over the interpretation and application of this Agreement;
- (b) Disseminating general information of interest to the parties;
- (c) Giving PBA representatives the opportunity to express their views or to make suggestions on subjects of interest to employees of the bargaining unit;
- (d) To notify the PBA of changes in non-bargainable conditions of employment contemplated by management which may affect employees in the bargaining unit;
- (e) The promotion of education and training;

(f) The elimination of waste and the conservation of materials and supplies;

(g) The improvement of working conditions, the safeguarding of health and prevention of hazards to life and properties and strengthening the morale of employees.

ARTICLE XXVIII
RULES AND REGULATIONS

The City may establish and enforce reasonable and just rules and regulations in connection with its operation of the Department and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this Agreement. Included within the rules and regulations will be the Rights of the Police Officer. Copies of new rules and regulations shall be furnished to the PBA and opportunity for discussion of the new rules and regulations shall be afforded to the PBA before implementing same.

ARTICLE XXIXMUTUAL AID

Employees who are required to aid another community are fully covered by Workmen's Compensation and liability insurance and pensions as provided by State law.

ARTICLE XXX
MILITARY CLAUSE

All employees covered by this Agreement shall be entitled to all rights under Federal and State statutes pertaining to military service.

ARTICLE XXXIACCESS TO PERSONNEL FILES

The City agrees to permit each employee full inspection and examination, without restriction, of his personnel files at least once during each calendar year upon request by the employee. The inspection shall take place in a private place provided by the City at reasonable hours during the day. The City may require that such inspection and examination take place in the presence of the Chief of Police or his designee, and the employee may, at his option, have the President of the PBA or the employee's designee as a third party present during such inspection. The employee shall be permitted to copy all or part of statements, writings, or information contained in his personnel file, and nothing shall be added without notification of both parties.

No letter of communication shall be placed in the personnel file of any police officer except on notice to said police officer and only if said police officer is given the opportunity to answer any allegations contained in said letter of communication, which answer shall be affixed to said letter or communication of complaint.

ARTICLE XXXIISAVINGS CLAUSE

Section 1

It is understood and agreed that if any provision of the Agreement or the application of the Agreement to any person or circumstance shall be held invalid, the remainder of the Agreement or the application of such provisions to other persons or circumstances shall not be effected thereby.

Section 2

If any such provisions are still invalid, the City and the PBA will meet for the purpose of negotiation changes made necessary by applicable law.

ARTICLE XXXIIIMISCELLANEOUS

Section 1

There should be no prohibition against any fund raising functions sponsored by the PBA, except as provided by State law or Ordinance.

Section 2

Retention of Benefits - Definition

Except as otherwise provided herein, all rights, privileges and benefits which the officers have heretofore enjoyed and are presently enjoying, shall be maintained and continued to be maintained by the employer knowing the terms of this Agreement are not less than the highest standards and the fact that the commencement of these negotiations resulting in this Agreement.

Section 3

Copies of all Ordinances and Resolutions of the City of Orange affecting the Police Department shall be given to the Secretary of the PBA, after their proposed consideration by the Council at a public hearing, no less than one week prior to set hearing and copies of Ordinances and Resolutions shall be given to said Secretary after they are passed by the City Council.

Section 4

The City agrees to make available to the PBA, in response to reasonable requests from time to time, all available information

concerning financial resources of the City, including but not limited to annual financial reports and audits, a list of certified police personnel, budgetary requirements and allocations, agenda and minutes of all City public Council meetings, census data, names and addresses of all police officers, and such information that shall assist the PBA in developing accurate and formally constructive programs on behalf of the police officers. The City further agrees to make available information which may be necessary for the PBA to process any grievance or complaint except in the case of personal matters in which the release of information shall be made on the basis of legal advice from the City attorney.

Section 5

All vehicles, equipment and devices furnished members of the Department must be sound and in good working order to assure them adequate protection and safety, preparatory to their using same, and no officer shall use a privately owned vehicle for police activities, and, similarly, neither shall a police vehicle of any kind be used for private or personal business.

Section 6

The Health Department shall be required to furnish the phone numbers of the dog warden and his designee so that such dog warden will be available when his services are required.

Section 7

All police officers with the City of Orange who hold the rank of Sergeant shall be utilized as supervisors.

Section 8

The City may grant the request of any member of the Department to exchange hours, duties, time owed or days off. Such request shall be granted on a uniform basis with standard rules and regulations applying to all members who make this request.

Section 9

The President of the Superior Officers Association or his designee shall be granted time off without loss of pay to attend State and County conference meetings, State Legislative meetings and conventions as prescribed to the PBA President with the descroction of the Director of Police.

Section 10

The President of the Superior Officers Association shall have the opportunity to pick his shift to make himself available to conduct association business.

Section 11

The City will grant the same terminal leave benefits as are now received by the employees of the County of Essex.

Section 12

The City will adopt an awards program as agreed upon with the PBA. It is intended that these awards, by providing for recognition of valorous acts or accomplishments, may promote "esprit de corps" and contribute to improved levels of achievement in the Department.

Section 13

The City will provide an office for the PBA within the Police Headquarters with discretion of the Director of Police.

Section 14

The City will provide an office for the Superior Officers Association with discretion of the Director of Police.

ARTICLE XXXIV
TERMS OF AGREEMENT

Section 1

This Agreement shall be effective as of January 1, 1976 and shall remain in force and effect until December 31, 1977.

Section 2

This Agreement shall remain in full force and effect on a day-to-day basis beyond the date of expiration set forth herein during collective bargaining negotiation between the parties.

Section 3

Notwithstanding the provisions of Paragraph 1. above, either party shall have the right upon 60 days prior written notice to re-open the Agreement as of January 1, 1976 for the negotiation of changes.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date above written.

ATTEST:

CITY OF ORANGE

BY _____

PBA, LOCAL No. 89, Inc.

BY _____

GEORGE FASO, PRESIDENT

City of Orange, New Jersey

ORDINANCE

Date March 20, 1973

Subject No. 1738

Number CG 21-73

TITLE:— AN ORDINANCE REGULATING AND ESTABLISHING A SICK LEAVE POLICY FOR THE PERMANENT CLASSIFIED AND UNCLASSIFIED EMPLOYEES OF THE CITY OF ORANGE

WHEREAS, It is in the public interest and general welfare of the City of Orange to establish rules and regulations authorizing the granting of Sick Leave for permanent full time classified and unclassified employees of the City of Orange.

THE BOARD OF COMMISSIONERS OF THE CITY OF ORANGE DO ORDAIN:

Section 1. "Sick Leave Defined" Sick leave is hereby defined to mean absence from post of duty of an employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill requiring the care of attendance of such employee, or absence caused by death in the immediate family of such employee. A certificate of a reputable physician in attendance shall be required as sufficient proof of need of leave of absence of the employee or the need of the employee's attendance upon a member of the employee's immediate family. In case of leave of absence due to contagious disease a certificate from the Department of Health shall be required. In case of death in the family of the employee, any reasonable proof required by the department head shall be sufficient.

Section 2. "Sick Leave Accumulation" Every permanent full time classified and unclassified employee in the employ of the City of Orange which in addition to his or her annual vacation leave with pay shall be granted Sick Leave as hereinafter defined with pay of not less than one (1) working day for each month of service during the remainder of the first calendar year of service following permanent appointment and fifteen (15) working days in every calendar year thereafter.

Section 3. If any such municipal employee requires none or only a portion of such allowable Sick Leave for any calendar year the amount of such leave not taken shall accumulate to his or her credit from year to year and such employee shall be entitled to such accumulated Sick Leave of Absence with pay if and when needed provided that no such municipal employee shall be entitled to said accumulated Sick Leave of Absence with pay in excess of one hundred twenty (120) days upon retirement from the employment of the City of Orange. Accumulation of allowable Sick Leave shall not be accredited to said municipal employee unless and until said municipal employee shall retire from employment with the City of Orange.

Section 4. That the City of Orange shall not require any of its permanent full time classified and unclassified employees who may be disabled either through injury or illness as a result of or arising from municipal employment to utilize