

City of North Wildwood

City Clerk's Office
901 Atlantic Avenue
North Wildwood, NJ 08260
609-522-2030 Ext. 1400

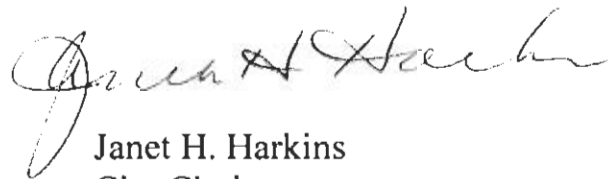
August 30, 2005

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Dear Sir:

As per NJSA 34:13A-8.2, enclosed is a copy of the contract between the City of North Wildwood and New Jersey State Policemen's Benevolent Association, Inc. – Wildwood Local No. 50 from January 1, 2004 through December 31, 2007.

Yours truly,



Janet H. Harkins
City Clerk

jh

Enc.

AGREEMENT

BETWEEN

THE CITY OF NORTH WILDWOOD

CAPE MAY COUNTY, NEW JERSEY

AND

**NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION, INC.**

WILDWOOD LOCAL NO. 59

January 1, 2004 through December 31, 2007

Executon copy 10/4/04

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PREAMBLE

THIS AGREEMENT entered into this day of , 2004, by and between the CITY OF NORTH WILDWOOD, in the County of Cape May, New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter called the "City" and WILDWOOD LOCAL NO. 59 of the NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, hereinafter called the "P.B.A.," represents the complete and final understanding on all issues contained herein.

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ARTICLE I
RECOGNITION

- A. The City hereby recognizes Wildwood Local #59 of the NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION as the exclusive collective negotiations agent for all Patrolmen, Sergeants, Lieutenants and Captains in the Police Department.
- B. The Title of Policeman shall be defined to include the plurals as well as the singular and to include males and females.

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ARTICLE II
MANAGEMENT RIGHTS

- A. The 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 but without limiting the generality of the foregoing the following rights:
1. To the executive management and administrative control of the city Government and its properties and facilities and the activities of its Employees;
 2. To hire all Employees and subject to the provisions of the law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer Employees;
 3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of the Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

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ARTICLE III
GRIEVANCE PROCEDURE

A. **Purpose**

1. 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 this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote Employee's morale. The parties agree that this procedure will be kept as informal as may be appropriate.
2. Nothing contained herein shall be construed as limiting the right of any Employee having a grievance to discuss the matter informally with the Chief of the Department and having the grievance adjusted without the intervention of the P.B.A.
3. Any grievance may be raised by any Employee or by the P.B.A.\

B. **Definition**

Under this Agreement, the term "grievance" means any complaint, difference or dispute between the Employer and any Employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement or any applicable rule or regulations of policies, agreements or administrative decisions affecting any Employee(s) covered by this Agreement.

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C. Steps of the Grievance Procedure

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:

- (a) An aggrieved Employee shall institute action, in writing, under the provisions hereof when Employee is aware of said grievances and an earnest effort shall be made to settle the differences between the aggrieved Employee and the Chief of the Department or in his absence, the Acting Chief, for the purpose of resolving the matter informally. Failure to act within ten (10) scheduled working days shall be deemed to constitute an abandonment of the grievance.
- (b) The Chief of the Department or in his absence, the Acting Chief, shall in writing, render a decision within ten (10) days after receipt of the grievance.

Step Two:

- (a) In the event the grievance is not settled through Step One, the same shall be reduced to writing and signed by the aggrieved Employee and filed with the City Administrator (or his representative) within five (5) days from the determination by the Chief of the Department.

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- (b) The City Administrator or his representative, shall render a decision in writing within five (5) days from the receipt of grievance.

Step Three:

- (a) In the event the grievance has not been resolved through Step Two, then within five (5) days following the determination of the City Administrator, the matter may be submitted to the Director of Public Safety.
- (b) The Director of Public Safety shall review the matter and make a determination within ten (10) days from the receipt of the grievance.

Step Four:

- (a) If the grievance is not settled through Steps One, Two and Three, the following procedures shall apply:

In the event that a grievance has not been resolved by Step Three, the Employee may within ten (10) working days following receipt by him of the determination of the Director of Public Safety, submit the matter to the Public Employment Relations Commission for binding arbitration. In the event that the Employee shall elect to submit the grievance for binding arbitration, the following provisions shall apply:

- (A) An Arbitrator shall be selected pursuant to the Rules of Public Employment Relations Commission.

- (B) The Arbitrator shall be bound by the parameters of the grievance definition stated above in this Article III of this Agreement.
- (C) The decision of the Arbitrator shall be final and binding upon the parties.
- (D) The costs of the services of the Arbitrator shall be borne equally between the City and the P.B.A. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same. The Arbitrator shall set forth the findings of fact and reasons for making the Award within thirty (30) days after the conclusion of the arbitration hearing, unless otherwise agreed to by the parties.

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ARTICLE IV

P.B.A. REPRESENTATIVES

A. The City agrees to give a leave of absence with pay to duly authorized representatives of the PBA to attend any State or national convention of such organization provided seventy-two (72) hours written notice is given to the Chief of the Department. A certificate of attendance at the State convention shall, upon request, be submitted by the representative so attending.

Leave of absence shall be for a period inclusive of the duration of the convention with a reasonable time allowed for time to travel to and from the convention.

B. Accredited representatives of the P.B.A. may enter the City facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustments of grievances. When the P.B.A. decides to have its representatives enter the City facilities or premises, it will request such permission from the appropriate City representative and such permission will not be unreasonably withheld, provided there should be no interference with the normal operations of the business of City government or normal duties of Employer.

C. One (1) P.B.A. representative and one (1) assistant P.BA representative may be appointed to represent the P.B.A. in grievances with the City.

D. During collective negotiations, authorized P.B.A. representatives not to exceed four (4) shall be excused from their normal work duties to participate in collective negotiations sessions that are reasonable and necessary and shall suffer no loss of regular pay.

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ARTICLE V

DEDUCTIONS FROM SALARY

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

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

C. The P.B.A. will provide the necessary "Check-off authorization" form and deliver the signed forms to the City Comptroller. The P.B.A. shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon salary deduction authorization cards submitted by the P.B.A. to the City.


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ARTICLE VI

NO STRIKE PLEDGE

- A. The P.B.A. covenants and agrees that during the term of this Agreement, neither the P.B.A. nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike, (i.e., the concerted failure to report for duty or willful absence of any Employee from his position, or stoppage of work or abstinence in whole or in part, for the full, faithful and proper performance of the Employee's duties of employment), work stoppage, slowdown, walkout or other action which interferes with the full and complete normal operation of the Police Department.
- B. The P.B.A. will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other action which interferes with the full and complete normal operations of the Police Department.
- C. 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 P.B.A. or its members.


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ARTICLE VII

SICK LEAVE

A. Service Credit for Sick Leave

1. All permanent Employees or full-time provisional Employees shall be entitled to sick leave with pay based on their aggregate years of service.
2. Sick leave may be utilized by Employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. In case of death in the Employee's immediate family, such sick leave will only be chargeable after the time period provided in Article XIV.
3. If an Employee in the line of duty is incapacitated and unable to work because of an injury, he shall be entitled to injury leave with full pay during the period in which he is unable to perform his duties, as certified by the Employee's own doctor for a period of up to one (1) year in accordance with the provisions of NJSA 40A:14-16. Such payments shall be discontinued when an Employee is placed on disability leave or pension.

B. Amount of Sick Leave

1. The minimum sick leave with pay shall accrue to any full time Employee on the basis of one hundred twenty (120) hours per year. Part-time permanent Employees shall be entitled to sick leave as established by regulation.

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2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the Employee's credit from year to year to be used when needed for such purposes.

3. An Employee shall be reimbursed for one-half of all accrued sick leave at the termination of his employment (death or retirement), with a maximum payment of Fifteen Thousand (\$15,000.00) Dollars.

Upon termination, the City shall certify to the Department of Civil Service the Employee's accumulated sick leave which shall be part of the Employee's permanent record.

C. Reporting of Sick Leave

1. If an Employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified prior to the Employee's starting time.

(a) Failure to notify his supervisor may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.

(b) Absence without notice for five (5) consecutive days shall constitute a resignation.

D. Verification of Sick Leave

1. An Employee who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. The City may require proof of illness of an Employee on sick leave,

however, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.


2. In case of absence due to exposure to a contagious disease, a certificate from the Department of Health shall be required.
3. In cases of death in the immediate family, reasonable proof shall be required.
4. The City may require an Employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the City, by a physician of the Employee's choice or Employer's choice. Such examination shall establish whether the Employee is capable of performing his duties and that his return will not jeopardize the health of other Employees. In case of worker's compensation, the City's physician shall be used. In other cases, the City has the right to have the Employee examined by a physician of the City's choice in the event it is not satisfied with the examination of the physician of the Employee's choice.

E. **Pro-ration of Sick Leave**

1. Eight (8) hours of sick leave with pay for each month of service from the date of appointment up to and including the December 31st following such date of appointment, and one hundred and twenty (120) hours sick leave with pay for each calendar year thereafter. The leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year. If an employee

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required none or only a portion of the allowable sick leave for any calendar year, the amount of unused leave shall accumulate to his credit from year to year. The employee shall be entitled to such accumulated sick leave with pay if and when needed. An employee who leaves employment for any reason during the calendar year shall reimburse the employer for paid working days used in excess of his or her prorated and accumulated entitlement. Part-time permanent employees shall be entitled to sick leave as established by regulations.

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ARTICLE VIII

WORK WEEK OVERTIME

A. **12 Hour Shift Schedule Employees.** The present work schedule was developed by the parties in accordance with the Side Bar Agreement entered into between the City and the PBA on October 20, 2003. The terms and conditions of this Side Bar Agreement shall continue to govern the units' work schedule and overtime.

B. **42 Hour Week/8 Hour Day Employees.** All Employees not subject to the 12 Hour Shift Schedule described above shall be subject to an 8 hour shift/42 hour work week schedule. If an Employee is required to work longer than an eight (8) hour day, he shall be entitled to overtime at one and one-half his regular rate of pay. If an Employee is required to work longer than a forty-two (42) hour work week, he shall be entitled to overtime pay at one and one-half times his regular rate of pay, provided, however, a forty-two (42) hour work week is presently in effect.

C. If an Employee works one hour and fifteen minutes overtime, he shall be paid time and one-half for one hour. Time between fifteen minutes and forty minutes past the hour shall be time and one-half ninety (90) minutes. Any time worked beyond one hour and forty-five minutes shall constitute two hours at one and one-half times the Employee's regular rate of pay. For additional information, see attached formula.

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D. The Employee shall receive thirteen (13) days a year at his regular rate of pay to compensate for the forty-two (42) hour work schedule. The Employee shall have the option of being compensated in time or be paid his regular rate of pay.

E. The City reserves the right to change these Employee's work shift provided the change is feasible and will provide adequate manpower on all shifts.

F. If an Employee is recalled to duty, he shall receive a minimum of three (3) hours at one and one-half times his regular rate of pay.

G. If an Employee is called to duty on his day off, he shall be paid for all hours worked and shall be guaranteed a minimum of three (3) hours at one and one-half times his regular rate of pay.

H. Stand-by.

If an Employee is requested to stand-by at his residence, he shall receive a minimum of three (3) hours at Employee's regular rate of pay.

I. Overtime Assignments.

The City agrees to allocate and assign overtime opportunities as equitably as possible with consideration maintained for special skills or experience.

Normally, the following overtime procedures will be followed:

1. In the event a regular police officer is absent from duty and the City elects to replace that officer, then the City shall first contact and offer overtime to the regular police officer within the rank in descending order pursuant to a seniority list

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established at the beginning of the year. When no regular police officers are available, the City can assign special police officers to fill these overtime opportunities. Nevertheless, overtime shall not be offered to a police officer if he has worked the prior shift or is scheduled to work the shift following the shift that overtime is available.

2. In the event the City determines that additional manpower is required for normal operation (as opposed to the replacement of an absent police officer), then during the period from October 1st through May 15th the City shall first contact and offer overtime to the regular police officer within the rank in descending order pursuant to a seniority list established at the beginning of each year. Nevertheless, overtime shall not be offered to a police officer if he has worked the prior shift or is scheduled to work the shift following the shift that overtime is available. During the period from May 15th through October 1st, the City may call in special officers prior to offering overtime to regular police officers.

3. In the event the City determines that additional manpower is required for Special Events such as and including but not limited to the Irish Weekend, Italian Festival, New Jersey State BBQ, Hogs Weekend, FMBA Convention, Mummies String Bank Weekend and similar Special Events, the City may continue its practice

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of assigning Special Event duty to temporary, part-time, or special reserved police officers prior to assigning overtime to regular police officers.

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ARTICLE IX

EXCHANGE OF DAYS OFF

The Chief of the Department, or his designee, may grant the request of any permanent member of the Department to exchange hours, duties, or days off. Such request, if granted, shall be on a uniform basis with standard rules and regulations established by the Chief and applying to all permanent members of the Department who make such request.

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ARTICLE X

VACATIONS

A. Annual vacations for employees hired prior to November 4, 1998 shall be granted as follows:

Up to the End of the First Year.....	Eight Working Hours
	for Each Month Worked
Second to Fourth Year.....	120 Working Hours
Fifth to Ninth Year.....	160 Working Hours
Tenth to Fourteenth Year.....	200 Working Hours
Fifteenth to Nineteenth Year.....	240 Working Hours
Twentieth to Time of Retirement.....	280 Working Hours

Annual vacations for employees hired subsequent to November 4, 1998 shall be granted as follows:

Up to End of the First Year.....	Eight Working Hours
	for Each Month Worked
Second to Fourth Year.....	120 Working Hours
Fifth to Ninth Year	144 Working Hours
Tenth to Fourteenth Year.....	168 Working Hours
Fifteenth to Nineteenth Year.....	192 Working Hours
Twentieth to Time of Retirement.....	224 Working Hours

B. Vacations shall be chosen by seniority and shall be taken from the Monday after Labor Day to June 15, with the exception of Memorial Day weekend, Friday, Saturday and Sunday and with such additional

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exceptions as may be designated in advance by the Chief of Police such as the Irish Weekend and other extended season events determined by the Chief to require the scheduling of a full complement of officers. Vacations which encompass the Christmas Holiday shall be rotated according to seniority. An Employee shall not be recalled on his vacation days except in cases of dire emergency.

C. Vacation time shall be computed from the original date of continuous employment. Annual vacation leave with pay is earned on a pro-rated basis based upon an employee's service with the City. Initial year of hire vacation days must be earned before they can be used. Each year thereafter, each employee shall become entitled to his or her vacation leave as specified in Paragraph A, above on January 1st of said year. An employee who leaves City service before end of calendar year shall have his or her vacation leave pro-rated based upon time earned. An employee shall reimburse the City for paid vacation leave days used in excess of his or her pro-rated entitlement. An employee who leaves City Government service shall be paid for unused earned vacation leave. An employee who exhausts all paid vacation leave in any one year shall not be credited with additional paid vacation leave until the beginning of the next calendar year. Upon death of employee, unused vacation leave shall be paid to the employee's estate. Vacation leave is not earned during the period of time while the employee is on suspension or on leave of absence without pay.

D. On an experimental basis, subject to termination by the City at any time, the Chief may approve requests by full-time officers to take vacation, personal days or compensatory time-off during the summer season so long as the full-time officer can be replaced by a part-time officer or not be replaced



at all and so long as his/her absence in the opinion of the Chief will not adversely affect the efficient operation of the Department.

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ARTICLE XI

HOLIDAYS

A. Whenever the other City employees are granted time off in the observance of a Federal, State or Local holiday, or due to a local closing, Employees herein shall be entitled to receive additional compensatory time off equal to the time off enjoyed by the other City employees. "Local closing" shall not mean an "emergency closing" by the City for public safety reasons (i.e., weather emergencies).

B. In addition to the above holidays, the Employees shall receive three (3) personal days off each calendar year, not cumulative. Employees shall be entitled to receive money at their regular rate of pay in lieu of taking a compensatory day off at their option. Personal Leave Days are earned on a pro-rated basis. New employees shall only receive one (1) Personal Leave Day for each four (4) full months of employment. Thereafter, at the beginning of each calendar year, in anticipation of continued employment, employees shall be credited with three (3) Personal Leave Days. An employee who leaves City service before the end of a calendar year shall have his or her Personal Leave Days pro-rated, based upon time earned. An employee shall reimburse the City for paid Personal Leave Days used in excess of his or her pro-rated entitlement.

C. Compensatory day off may be taken with the permission of the Chief or his designee after Labor Day and until June 15th, with the exception of the Memorial Day weekend.

D. All requests for cash in lieu of compensatory time off shall be submitted by October 15th of each year in accordance with procedures which may be established by the City Administrator. Payment shall be made by the City by the first pay in December.

ARTICLE XII

INSURANCE HEALTH AND WELFARE

A. The CITY shall provide a comprehensive Health Benefit Program through the Southern New Jersey Regional Benefits Fund including hospitalization, medical treatment, major medical coverage, surgical fees and all of the benefits which are currently included in the Health Benefit Program, at the date of this Agreement, for the employee and his family. Employees shall only be permitted to enroll in the type of coverage for which the employee is eligible.

The CITY shall provide a Co-Pay Prescription Plan for the individual and his family. Effective January 1, 2004, the Co-Payment for the Prescription Plan shall become \$5.00 for mail in prescriptions and \$10.00 for generic drugs and \$15.00 for brand name drugs. Effective January 1, 2006, the Co-Payment for the Prescription Plan shall become \$5.00 for mail in prescriptions and \$10.00 for generic drugs and \$20.00 for brand name drugs.

The CITY shall provide a Dental Insurance Program, which includes all of the benefits which are currently included in the Dental Insurance Program, at the date of this Agreement, for the employee and his family.

The CITY, at its sole discretion, retains the right to select and change insurance carriers during the term of this Agreement, provided coverages are substantially equal to or better. Disagreements regarding coverage changes can go to the grievance process and to arbitration. The CITY will notify the Union at

least thirty (30) days before any change is to happen. Selection of the carrier or carriers is a managerial prerogative not subject to the terms of this collective bargaining agreement.

B. Upon an Employee's retirement he/she shall be entitled to receive all of the then health care benefits provided by the CITY at the expense of the City of North Wildwood for the shorter of the following periods:

1. When he/she obtains other employment having comparable coverage to that provided by the CITY (once the job is obtained, the benefits terminate even if the employment terminates within two (2) years).

2. When an Employee becomes eligible for Medicare.

Retirement, for the purpose of this Article shall be consistent with the standards set for retirement by the New Jersey Police and Fire Pension laws. Said pension laws currently require twenty-five (25) years of service credit which may include, for example, military time buy back and/or other public employment time credit.

Under no circumstances however shall any employee be entitled to retiree medical benefits without twenty (20) years of service in the City of North Wildwood.

C. Employees shall be permitted to opt out of the medical insurance coverage provided by the CITY as long as the employee furnishes the CITY with documentation to establish that the employee has health insurance coverage from another source. Employees who elect to opt out of the coverage provided by the CITY shall be paid the sum of \$2,000.00 for each full year that the employee declines coverage. The amount to be paid to employees who opt out for part of a year and receive CITY provided health

insurance for part of that same year shall be pro-rated. Said payment shall be made by the CITY to the employee during the first pay period in December of the year in which the employee opted out of coverage. The CITY reserves the right to discontinue this policy of opt out and reimbursement at any time with thirty (30) days notice prior to an open enrollment period.

Any employee who has elected to opt-out of coverage may re-enroll in the health care plan by giving the City thirty (30) days prior written notice of his/her desire to re-enroll in the plan. The payment of Two Thousand (\$2,000.00) Dollars shall be prorated for the period the employee was not covered by the City Plan.

D. Employees hired after January 1, 2004, will have the option of electing health benefit plan from the following Plans offered by the City through the Southern New Jersey Regional Benefits Fund:

- a. Premier
- b. Patriot X
- c. Patriot V

The Patriot V Plan ("primary plan") shall be provided to all eligible employees and eligible dependents without any premium cost by the City. If an employee selects any of the other Plans offered above, the employee shall pay the premium cost differential between the primary plan and the plan they selected.

The City may change the provider and/or the Plans offered provided coverages are substantially similar.

E. The CITY shall provide insurance coverage on Employees in their personal vehicles when said vehicles are used on recalls or when used otherwise in the scope of employment.

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F. The CITY shall supply to all Employees necessary legal advice and counsel in the defense of charges filed against them in the performance of their duty in accordance with the applicable New Jersey statutes. The selection of an attorney may be made by the Employee subject to the approval of the Police Committee, which approval shall not be unreasonably withheld.

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ARTICLE XIII

CLOTHING ALLOWANCE

- A. The City shall continue to furnish an initial issue of uniforms to all new Patrolmen. Thereafter, each Patrolman shall be responsible at his/her own expense for the purchase of all replacement items of uniforms.
- B. Employees shall maintain their uniforms in good and clean condition and failure to maintain uniforms in good and clean condition shall be cause for disciplinary action.
- C. Uniforms and equipment damaged or lost by accident or uncontrolled conditions, but not by negligence, in the line of duty shall be replaced by the City.
- D. The City reserves the right to inspect all damaged equipment and uniforms.
- E. Any defective service revolver shall be replaced immediately by the training officer or his designee.
- F. Personal items damaged or destroyed in the line of duty shall be replaced by the City, provided reasonable cost therefore are agreed to mutually. The City reserves the right to inspect all damaged items, and all damaged items shall become property of the City.

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ARTICLE XIV

TIME OFF

- A. Employees shall be granted time off without loss of pay for the following:
1. Death in the immediate family, from date of death to and including day of the funeral.
 - (a) Immediate family shall consist of spouse, child, stepchild, mother, father, brother, sister, stepmother, stepfather, grandmother, grandfather, mother-in-law, father-in-law, brother-in-law, sister-in-law.
 - (b) Maximum time off for any one occurrence shall be thirty-six (36) working hours. This time is not to be deducted from any other benefits.
 2. To be eligible for time off without loss of pay, the employee must attend the funeral service.

ARTICLE XV

MILITARY LEAVE

- A. Any Employee called into the Armed Forces of the United States during a national emergency or drafted, shall be given all the protection of applicable laws and leave of absence shall be granted.
- B. Employees who are subject to mandatory pre-existing Reserve requirements (Annual Active Duty for Training) of the United States Armed Forces shall be given time off for such obligations in accordance with present practices.

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ARTICLE XVI

COURT TIME

A. Should it become necessary for an Employee to appear in any Municipal, County, State Court or hearing during his off-duty hours, he shall receive payment at one and one-half (1/2) his normal rate of pay.

B. Such payments shall be made for appearances required by arrest made within the scope of the Officer's employment.

C. An Employee shall be guaranteed a minimum of one (1) hour pay at one and one-half (1 1/2) times the Employee's regular rate of pay.

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

- (1) When the jury service is completed prior to 1:00 p.m., the employee is required to telephone the Department Head and report to work if requested.
- (2) Time lost because of jury service will not considered for purposes of computing overtime.
- (3) The employee must notify his Supervisor immediately upon receipt of any communication regarding jury service.
- (4) No reimbursement of wages will be made for jury service during holidays or vacations.

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(5) At the Department Head's request adequate proof must be presented of time served on a jury and amount received for such services.

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ARTICLE XVII

PERMISSION TO LEAVE THE CITY

The Employees may leave the City during time off without receiving permission unless instructed otherwise during any specific emergency situation.

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ARTICLE XVIII

PATROL CARS

A. The City agrees to provide air-conditioned patrol cars with AM radios and heaters. In addition, the patrol cars shall contain a complete police package with Heckler & Koch M.P.-5 Rifles installed.

 WHP

ARTICLE XIX

UNSAFE VEHICLES

Vehicles which are declared unsafe by the Chief, or his designee, shall be repaired immediately or removed from service.

 WAP

ARTICLE XX

WAGES

The salaries for the members of the bargaining unit shall be increased as follows:

Inequity Adjustment - 1.0% to classification Captain, Lieutenant, Sergeant and Senior Patrol Officer only.

January 1, 2004 - 3.5%

January 1, 2005 - 3.5%

January 1, 2006 - 3.5%

January 1, 2007 - 3.5%

The wages to be paid to employees of the bargaining unit are set forth on Schedule "A" attached to this Agreement entitled Wage Guide.

 WHP

ARTICLE XXI

NORTH WILDWOOD PBA LOCAL 59

OVERTIME FORMULA

<u>Actual Time Worked</u>	<u>Straight Time</u>	<u>Time and One ½</u>
0.....15 minutes	0	0
15.....30 minutes	½ hour	¾ Hour
½ hour.....1 Hr. 15 min.	1 hour	1 ½ Hours
1 ¼ Hrs.....1 Hr. 45 min.	1 ½ hours	2 ¼ Hours
1 ¾ Hrs.....2 Hrs. 15 min.	2 hours	3 Hours
2 ¼ Hrs.....2 Hrs. 45 min.	2 ½ hours	3 ¾ Hours
2 ¾ Hrs.....3 Hrs. 15 min.	3 hours	4 ½ Hours
3 ¼ Hrs.....3 Hrs. 45 min.	3 ½ hours	5 ¼ Hours
3 ¾ Hrs.....4 Hrs. 15 min.	4 hours	6 Hours
4 ¼ Hrs.....4 Hrs. 45 min.	4 ½ hours	6 ¾ Hours
4 ¾ Hrs.....5 Hrs. 15 min.	5 hours	7 ½ Hours
5 ¼ Hrs.....5 Hrs. 45 min.	5 ½ hours	8 ¼ Hours
5 ¾ Hrs.....6 Hrs. 15 min.	6 hours	9 Hours
6 ¼ Hrs.....6 Hrs. 45 min.	6 ½ hours	9 ¾ Hours
6 ¾ Hrs.....7 Hrs. 15 min.	7 hours	10 ½ Hours
7 ¼ Hrs.....7 Hrs. 45 min.	7 ½ hours	11 ¼ Hours
7 ¾ Hrs.....8 Hrs. 15 min.	8 hours	1 2 Hours

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ARTICLE XXII

LONGEVITY

A. Employees Hired Prior to July 1, 1998

In addition to salary, Employees shall receive longevity pay to be computed at two (2%) percent of Employee's base pay for every four (4) years of service to a maximum of ten (10%) percent after twenty (20) years of service. Longevity pay shall be computed from the original date of continuous employment. Payments shall be considered part of the Employee's weekly salary and included in his regular biweekly paycheck.

B. Employees Hired Subsequent to July 1, 1998


In addition to salary, Employees shall receive longevity pay to be computed at two (2%) percent of Employee's base pay for every four (4) years of service commencing after an employee's twelfth (12th) year of service to a maximum of ten (10%) percent after twenty (20) years of service. It is understood that commencing after an employee's twelfth (12th) year of service, his longevity amount would equal six percent (6%) of his base salary and then progress based upon the formula stated herein. Longevity pay shall be computed from the original date of continuous employment. Payments shall be considered part of the employee's weekly salary and included in his regular biweekly paycheck.

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ARTICLE XXIII

PROBATIONARY PERIOD


New Employees shall serve a probationary period of twelve (12) months from time of appointment. During said probationary period, they shall be paid as if they were qualified first year Patrolmen. For purposes of seniority and longevity, the original date of continuous employment shall be used.

 WHP

ARTICLE XXIV

SAVINGS BOND

Upon written authorization, the City shall deduct appropriate amounts so specified by the Employee from his paycheck to be used in purchasing Savings Bonds for said Employee.

 WAP

ARTICLE XXV

MISCELLANEOUS PROVISION

A. School:

All members shall be compensated for attending school at their regular straight time rate of pay. Opportunities to attend school shall be posted and Employees shall be chosen by the Chief of Police with ability and merit and seniority considered. Employees in school, in addition to all other compensation, shall receive compensation for meals and lodging at present amounts. The City agrees to compensate an Employee for use of his personal vehicle for school at the rate of twenty-two (\$.22) cents per mile.

B. All Officers shall always appear neat, but may wear sideburns and a mustache, so long as they are kept neat and trimmed.

C. Assignments to the position of K-9 Detectives, etc., shall be made after giving consideration to ability, merit, all equal, then seniority.

D. Each Employee shall be entitled to one (1) hour lunch or dinner each day, and two (2) coffee breaks for each shift.

E. The City agrees to keep an up-to-date law library of the New Jersey Statutes in the Police Room.

F. The Chief of Police has the power to call two (2) departmental meetings a year, in which Employees attend on their own time. Proper notification would consist of a written announcement posted in the Police Department forty-eight (48) hours prior to such meeting time.

G. Anyone acting in a supervisor's capacity (i.e. Patrolman for Sergeant; Sergeant for Lieutenant, etc.) will receive the pay scale equal to that rank commencing after having served in the higher rank for more

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than thirty (30) non-consecutive days in any one year. This provision shall only apply for such following days and not for any prior days.

In the Detective Bureau, this temporary assignment paid provision shall only apply after having served in the higher rank for more than thirty (30) consecutive days.

H. Employees covered by this Agreement shall be covered by the employer for first aid assistance given by said employees whether they are on duty or off duty. (Insurance coverage information is set forth at Schedule B, annexed to this Agreement).

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ARTICLE XXVI

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any Employee or group of Employees is held to be invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provisions shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

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ARTICLE XXVIII

COLLEGE CREDITS

- A In addition to his salary, each Employee will receive Twenty-Five (\$25.00) Dollars per year for each Police related college credit he has acquired. The total amount of this benefit is not to exceed Seven Hundred Fifty (\$750.00) Dollars to any one Employee in a calendar year.
- B. The City maintains the right to view the college transcript of any Employee claiming college credits to certify that the credits are bona fide. The college transcript shall be sufficient proof of said credits.
- C. Payments are to be included in the Employees regular bimonthly paycheck..
- D. Credits shall be verified by the City twice in a calendar year, the weeks of March 1 and September.
- E. Employee must complete three (3) years after permanent appointment to be entitled to College Credits Benefits.

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ARTICLE XXVIII

LEAVE OF ABSENCE

Leave of absence up to one (1) year without pay may be granted by the Director of Public Safety. Any person granted such leave shall return to same rank as when he left and such leave shall not be unreasonably denied nor shall it constitute a break in seniority or longevity.

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ARTICLE XXIX

OUTSIDE EMPLOYMENT

Employees may accept and be employed in any occupation off duty which is in accordance with Departmental regulations and which is not in violation of any federal or state law. The Chiefs approval shall not be unreasonably denied.

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ARTICLE XXX

FULLY BARGAINED PROVISIONS

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been subject of negotiations during the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this contract agreement.
- B. Changes in existing terms and conditions of employment will be negotiated with the P.B.A. prior to implementation.
- C. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the PBA before they are established.


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ARTICLE XXXI

PERSONNEL FILES

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 Police, Mayor and/or Governing Body.

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

Whenever a written complaint concerning an Officer or his/her actions is to be placed in his/her personnel file, a copy shall be made available to him/her and he/she shall be given the opportunity to rebut it if he/she so desires, and he/she shall be permitted to place said rebuttal in his/her file. When the Employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the Employee shall be furnished with all details of the complaint, including the identity of the complainant.

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 member of the force shall subject that member to appropriate disciplinary action.

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ARTICLE XXXII

CEREMONIAL ACTIVITIES

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 Police Officer of the City to participate in funeral service for the said deceased officer.

Subject to the availability of same, the City will permit a City Police vehicle to be utilized by the members in the funeral service. There is no obligation for the City to provide a vehicle.

Police Officers 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.

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ARTICLE XXXIII

DEFENSE OF EMPLOYEES

In accordance with N.J.S.A. 40A:14-155, whenever an Employee covered by this Agreement is a defendant in any action or legal proceeding arising out of and directly related to the lawful exercise of Police powers in the furtherance of his official duties, the Employer shall provide said Employee with the necessary means for the defense of such action or proceeding. In the event that an Employee utilizes counsel other than that supplied by the Employer, and fees and costs shall be agreed upon by the attorney and the Employer prior to the attorney performing such services.

The above does not apply for the defense of an Employee in a disciplinary proceeding instituted against him by the Employer or in criminal proceeding instituted as a result of a complaint on behalf of the Employer. If any such disciplinary or criminal proceeding instituted by or on complaint of the Employer shall be dismissed or finally determined in favor of the Employee, he shall be reimbursed for the expense of his defense.

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ARTICLE XXXIV

DEPARTMENTAL INVESTIGATIONS

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 interrogations shall take 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 investigation before any interrogation commences. Sufficient information to reasonably apprise the member(s) 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.

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5. The member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.
6. At every stage of the proceedings, the Department shall afford an opportunity for a member of the force, if he so requests, 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.
7. 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.
8. 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.

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ARTICLE XXXV

MATERNITY LEAVE

- A. Permanent Employees covered by this contract shall be entitled to pregnancy-disability leave as hereinafter set forth and consistent with New Jersey Department of Personnel Regulations.
- B. Pregnancy-disability leave with or without pay shall be granted in the same manner and under the same terms and conditions as sick leave. Request for such leave must be made by the Employee in writing to the Chief of Police.
- C. The City may request acceptable medical evidence that the Employee is unable to perform her work due to disability because of pregnancy.
- D. An Employee may use accrued leave time (e.g. sick, vacation, personal days) for pregnancy-disability purposes, however, the Employee shall not be required to exhaust accrued leave before taking a leave without pay for pregnancy-disability.

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ARTICLE XXXVI

NO WAIVER

Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof.

This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the Employees herein are entitled by law.

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ARTICLE XXXVII

TERMS AND RENEWAL

THIS AGREEMENT shall be in full force and effect as of January 1, 2004 and shall remain in effect to and including December 31, 2007, and shall remain in effect until such time a new contract can be agreed upon.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at North Wildwood, New Jersey on this 19th day of OCTOBER, 2004.

FOR THE CITY OF
NORTH WILDWOOD

Edo Palombi P.D.
Mayor, City of North Wildwood

[Signature]

Attested:
Business Administrator, City of
North Wildwood

FOR PBA LOCAL #59

William C. Poch
Dept. Rep. PBA Local #59

[Signature]

Attested:
Chairman, Negotiations
Committee

[Handwritten initials]

SCHEDULE "A"
NORTH WILDWOOD -PBA LOCAL 59

WAGE GUIDE

Position	1/1/04	1/1/05	1/1/06	1/1/07
Captain	77,374.00	84,702.00	87,666.00	90,735.00
Lieutenant	72,722.00	79,609.00	82,395.00	85,279.00
Sergeant	68,087.00	74,535.00	77,144.00	79,844.00
Patrolman 7 th year hired after 1/1/04 6 th year hired before 1/1/04	63,439.00	69,447.00	71,878.00	74,394.00
Patrolman 6 th year hired after 1/1/04 5 th year hired before 1/1/04	56,383.00	61,723.00	63,883.00	66,119.00
Patrolman 5 th year hired after 1/1/04 4 th year hired before 1/1/04	47,643.00	52,155.00	53,981.00	55,870.00
Patrolman 4 th year hired after 1/1/04 3 rd year hired before 1/1/04	45,219.00	49,502.00	51,235.00	53,028.00
Patrolman 3 rd year hired after 1/1/04 2 nd year hired before 1/1/04	42,797.00	46,851.00	48,491.00	50,188.00
Patrolman 2 nd year hired after 1/1/04 1 st year trained hired before 1/1/04	38,470.00	42,114.00	43,588.00	45,114.00
Patrolman 1 st year trained hired after 1/1/04 - 1 st year untrained hired before 1/1/04	34,000.00	37,221.00	38,523.00	39,871.00
Patrolman- 1 st year Untrained	30,000.00	31,750.00	31,750.00	31,750.00

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