

AGREEMENT

NO. 7

between

Vineland, City of

THE CITY OF VINELAND

a municipal corporation of the State of New Jersey

and

VINELAND SUPERIOR OFFICERS ASSOCIATION

an employee representative

NEGOTIATING COMMITTEE

Lawrence Pepper, Jr., Esq.
First Associate Solicitor

Linda DeMatte
Business Administrator

William M. Bulloch
Executive Assistant

NEGOTIATING COMMITTEE

Sgt. William Walters, Pres.

Sgt. Frank Cross, Sec.

Lt. Gry Buscemi

Sgt. Anthony Gioielli

Lt. Louis Lugiano

Sgt. Joaquin Martinez

X Jan. 1, 1986 - Dec. 31, 1987

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no Ordinance of the City nor Rules and Regulations of the Department shall amend or alter any agreed upon term of this Contract.

The City recognizes the Association as the sole and exclusive representative of those certain employees of the Police Department of the City of Vineland for the purpose of collective negotiations concerning wages, salaries and other terms and conditions of employment. For the purposes of this Agreement, an employee or employees are those employees in the following titles pursuant to the Certification Docket No. RO-679 by the State of New Jersey, Public Employment Relations Commission dated November 16, 1973, as authorized by the New Jersey Employer-Employee Relations Act of 1968, as amended:

All personnel serving in the grades of Sergeants, Lieutenants and Captains of the City of Vineland, but excluding all other police officers, professional employees, confidential employees, craft workers and supervisors within the meaning of the Act.

ARTICLE THREE

MANAGEMENT RIGHTS

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

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

ARTICLE FIVE

ASSOCIATION REPRESENTATTIVES AND MEMBERS

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

ARTICLE SIX

CHECK OFF

The City agrees to grant rights of dues deduction to the Association and will deduct Association membership dues from the pay of those employees who individually request in writing that such deductions be made. Such written request must be given to the City's Personnel Office. The City shall remit once a month the monies collected for this purpose to the Association.

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

The Association shall indemnify and save the City harmless

ARTICLE EIGHT

NONDISCRIMINATION

Section 1. The provisions of the Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. Both the City and the Association shall bear the responsibility for complying with this provision of the Agreement.

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

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

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

ARTICLE TEN

WAGES

Section 1. The City agrees to increase the base wages of employees employed as of December 29, 1985, as follows:

(a) Effective January 1, 1986, an employee's base wages as paid on December 29, 1985, shall be increased as follows:

Sergeants	\$1,500.00 per annum
Lieutenants	\$1,500.00 per annum
Captains	\$1,500.00 per annum

(b) Effective January 1, 1987, an employee's base wages as paid on January 4, 1987, shall be increased as follows:

Sergeants	\$1,500.00 per annum
Lieutenants	\$1,500.00 per annum
Captains	\$1,500.00 per annum

Section 2. The specific wages to be paid employees covered by this Agreement shall be as provided for in "Schedule A" attached hereto and made a part hereof. All such wages shall be authorized by an appropriate ordinance to be adopted by the City.

ARTICLE ELEVEN

PAY PERIOD

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

thereof is not granted and taken by reason of pressure of the Police Department's business, as determined and approved by the Director of Public Safety or his designee, such vacation periods or parts thereof not granted shall accumulate and shall be granted and may be taken during the next succeeding calendar year only.

Section 3. An employee's rate of vacation pay shall be based on the employee's regular base rate of pay.

Section 4. All vacations shall be granted, so far as practicable, in accordance with the desires of the employees. All vacation schedules must be submitted prior to May 1st of each year or thirty (30) days before an anticipated vacation prior to May 1st of that year. Preference for vacation time shall be given in order of seniority in time in grade of members covered under this agreement. Anything hereinbefore to the contrary notwithstanding, the Chief of Police or his designee shall determine and approve the dates and times of vacation to be taken by the employees and shall determine, in his absolute discretion, how many employees hereunder can be off at the same time.

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

on the following scale.

Each employee shall be paid an increment of \$12.50 per credit upon completion of an approved accredited college course, up to a maximum of one hundred twenty (120) credits. The employee must submit a certificate of successful completion before any payment of the credit increment. Education increments shall be incorporated in the employee's salary by the City on or about the 1st day of January or the 1st day of July for approved credits earned since the previous incorporation of an earned increment. Approved accredited college credits hereunder are those earned under an accredited police science program or those credits acceptable toward a degree in such a program.

ARTICLE FIFTEEN

TRAVEL ALLOWANCES

Section 1. Per Diem Meal and Lodging Expenses. The City agrees to reimburse, on a per diem basis, as established by the rules and regulations of the Business Administrator, employees who are eligible for travel expenses, for their actual and necessary expenses incurred while in travel status in the performance of their official duties, for hotel lodging, meals and incidental expenses related thereto, for a full day at rates not to exceed a total of \$75.00 per day.

Section 2. Mileage Allowance. The City agrees to provide, subject to rules and regulations of the Business Administrator, maximum mileage allowance rate for the use of personal vehicles for those persons eligible for such allowance in connection with official

ARTICLE SEVENTEEN

SICK LEAVE

Section 1. Service Credit for Sick Leave.

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

B. Sick leave for purposes herein is defined to mean absence from work of an employee because of personal illness by reason of which such employee is unable to perform the usual duties of his position, exposure to contagious disease, a short period of emergency attendance upon a member of his immediate family critically ill and requiring the presence of such employee. For the purpose of these rules, "member of the immediate family" is interpreted as meaning, father, mother, husband, wife, child, sister, brother or other near relative.

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

If at the end of such three hundred sixty-five (365) day period the employee is unable to return to duty, a Certificate from the City-designated or accepted physician shall be presented, certifying to this fact, and the employee may elect, if he or she so

remainder of the first calendar year of employment after initial appointment; and fifteen (15) working days in every calendar year thereafter, said days accruing, as earned, at the rate of one and one-fourth (1-1/4) days per month.

B. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year, to be used if and when needed for such purpose.

Section 3. Reporting of Absence on Sick Leave.

A. If an employee is absent for reasons that entitle him to sick leave, the Shift Commander on duty or his Commander shall be notified prior to the employee's starting time.

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

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

Section 4. Verification of Sick Leave.

A. An employee who shall be absent on sick leave for five (5) or more consecutive working days or totaling more than ten (10) days in one calendar year, may be required to submit acceptable medical evidence substantiating the illness from a physician acceptable to the City.

Furthermore, the City may require such an employee to be examined by a City-designated physician at the expense of the City.

B. In case of a leave of absence due to exposure to contagious disease, a Certificate from the Department of Health shall be

employee must attend the funeral services.

Section 3. Request for any and all funeral leave shall be subject to the approval of the Chief of Police; such approval shall not be unreasonably denied.

B. Personal Leave Days.

Section 1. The City grants three (3) Personal Leave Days to each employee. Said personal leave days shall be granted by the City upon five (5) days' prior written request of the employee, which request shall be in the form of a letter directed to the Chief of Police and/or Director of Public Safety with a copy to the immediate supervisor. Said request shall be granted at the discretion of the Director or Chief of Police, so long as his employee's absence can be permitted without interference with the proper conduct of the Department. Personal Leave Days shall not accumulate.

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

employee in this bargaining unit.

ARTICLE TWENTY

CLOTHING ALLOWANCE/MAINTENANCE

Section 1. The City agrees to pay to any employee assigned to a non-uniformed position the sum of Seven Hundred (\$700.00) Dollars per annum as a clothing allowance. If such employee works for less than one (1) full year, then such amount shall be pro-rated for the period assigned. Said clothing allowance shall be paid semi-annually.

Section 2. Effective January 1, 1986, the City agrees to pay to each uniformed employee the sum of \$425.00 per annum as a uniform maintenance allowance. Semi-annual payments of \$212.50 shall be made in the last pay period in June and the first pay period in December of each year. In the event an employee terminates employment with the City, the uniform allowance payment will be the proportional amount accrued during the year of termination. Employees agree to maintain their uniforms in good and clean condition.

Section 3. Effective January 1, 1987, the City agrees to pay to each uniformed employee the sum of \$500.00 per annum as a uniform maintenance allowance. Semi-annual payments of \$250.00 shall be made in the last pay period in June and the first pay period in December of each year. In the event an employee terminates employment with the City, the uniform allowance payment will be the proportional amount accrued during the year of termination. Employees agree to maintain their uniforms in good and clean condition.

\$2,250.00 per annum effective January 1, 1987, pro-rated for the period of assignment.

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

ARTICLE TWENTY-TWO

RETIREMENT

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

Section 2. In case of death of an employee covered hereunder, there shall be paid to his widow, beneficiary or estate, the amount or amounts due for any and all unused vacation, holiday leave, compensatory time coming and pay period due.

Section 3. At retirement, the City agrees to pay each employee an amount equal to 50% of all accrued sick leave pay up to a maximum amount of \$12,000.00.

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

ARTICLE TWENTY-FOUR

GRIEVANCES

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

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

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

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

Step 3: If no solution can be reached, the Association Representative shall refer the matter to the Association President

grievance matters shall proceed to arbitration only if submitted by the City or the Association.

ARTICLE TWENTY-FIVE

EXTRACONTRACTUAL AGREEMENTS

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

ARTICLE TWENTY-SIX

SEVERABILITY

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

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

ARTICLE TWENTY-NINE

FAIR LABOR STANDARDS ACT (FLSA)

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

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

ARTICLE THIRTY

TERM OF AGREEMENT

This Agreement shall be effective as of January 1, 1986, except as otherwise specified, and shall continue in full force and effect to and including December 31, 1987.

"SCHEDULE A"

WAGES

	<u>Effective 1/1/86</u>	<u>Effective 1/1/87</u>
Sergeants	\$ 29,750	\$ 31,250
Lieutenants	31,650	33,150
Captains	33,850	35,350