

3-0535

Contract no. 310

L 311-05-08

AGREEMENT BETWEEN

CITY OF OCEAN CITY, CAPE MAY COUNTY, NEW JERSEY

AND

OCEAN CITY P.B.A. LOCAL NO. 61

JANUARY 1, 1990 through DECEMBER 31, 1991

PREAMBLE

THIS AGREEMENT entered into this _____ day of _____, 1990, by and between the CITY OF OCEAN CITY, County of Cape May, a municipal corporation in the State of New Jersey, hereinafter referred to as the "City", and LOCAL NO. 61, POLICEMEN'S BENEVOLENT ASSOCIATION OF NEW JERSEY (P.B.A.), hereinafter referred to as the "Association", represents the complete and final understanding on all bargainable issues between the City and the Association.

WHEREAS, the purpose of mutual understanding and order that a harmonious relationship may exist between the City and the Association to the end a continuous and efficient service will be rendered to and by both parties, for the benefit of both.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I

ASSOCIATION RECOGNITION

A. The City hereby recognizes the Association as the sole and exclusive collective negotiating agent and representative for all full-time police officers employed in the police department of Ocean City, New Jersey, but excluding the Police Chief, Craft and Clerical employees of said department and all other City employees.

B. "Policeman" or "Police Officer" shall be defined to include the plural as well as the singular and to include males and females, uniformed members and non-uniformed members assigned to plain clothes.

ARTICLE II

LEGAL REFERENCE

A. Nothing contained herein shall be construed or deny or restrict any policeman such rights as he may have under any other applicable laws and regulations.

B. Provisions of this Agreement should be subject to and subordinate to State Law, but nothing contained herein shall be deemed to subordinate this contract to local ordinances.

ARTICLE III

MANAGEMENT RIGHTS

A. The City hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitutions of the State of New Jersey and the United States.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the City, the adoption of policy, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and that only to the extent that specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and the United States and the ordinances of Ocean City.

C. Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authorities under N.J.S.A. 40:1-1 et. seq. N.J.S.A. 40A:1-1 et. seq. N.J.S.A., 11:1-1 et. seq. or any other national, state or county law.

ARTICLE IV

MAINTENANCE OF STANDARDS

All conditions of employment relating to wages, hours of work and general working conditions presently in effect for police officers shall be maintained at not less than the standards now in effect and the conditions shall be improved wherever specific conditions for improvement are made in this Agreement.

ARTICLE V

THE ASSOCIATION REPRESENTATIVES AND MEMBERS

A. The City recognizes the Association as an official delegate to the State Policeman's Benevolent Association and as such must attend, in the interest of both the City and Association, various meetings and functions of the State organization. The Delegate shall be permitted no more than (15) days per year with pay for attendance for official functions of the State P.B.A., with the purpose of same being to foster the purposes and intent of this Agreement and to improve all aspects of police activities. Additional days may be applied for and may be granted at the discretion of the Chief of Police.

B. Upon prior notification to the Chief, or his designee, authorized representatives of the Association shall be permitted to visit police headquarters or the office of the Chief of Police, Business Administrator or the Personnel Director for the purpose of investigating alleged violations of this Agreement. This right shall be exercised reasonably, and said representatives shall not interfere with the normal operations of the police department.

C. During negotiations, the Association representatives so authorized by the Association, not to exceed (4), shall be excused from their normal duties for such period of negotiations as are reasonable and necessary. Such excused individuals, however, shall be available for duty in the event the need arises.

D. The City agrees to grant time off for convention pursuant to N.J.S.A. 11:26C-4.

E. The City and Association agree that all hours spent by employees in attending to union business and attending negotiations pursuant to this Article shall be in conformance with current and future FLSA rules and regulations.

ARTICLE VI

RETENTION OF CIVIL RIGHTS

Members shall retain of all civil rights under New Jersey State Law and Federal Law.

ARTICLE VII

POLICE BILL OF RIGHTS

A. Members of the force hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police powers of the municipality.

B. Wide ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationship with the public. Out of these contacts may come questions concerning the actions of the members of the force. These questions may require investigation by superior officers. In an effort to insure that these investigations are conducted in the manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The member shall be informed of the nature of the investigation before any interrogation commences. If the informant or complainant is anonymous, then the officer shall be so advised. Sufficient information to reasonably apprise a member of the allegations shall 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. But, if the member is subject to a disciplinary investigation which may resolve in suspension or discharge, he shall have the opportunity to obtain representation by the Association before any questioning occurs.

2. The questioning shall be reasonable in length. A reasonable respite shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.
3. The interview of the member shall not be recorded unless mutually agreed.
4. If a member of the force is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be immediately warned of all his constitutional rights, pursuant to the Constitution of the United States and of the State of New Jersey, and be immediately permitted to consult with counsel of his own choosing prior to any questioning taking place. Reimbursement of counsel costs, if any, will be in accordance with New Jersey Statute.
5. Members covered herein shall only be disciplined for just cause. Members shall be apprised in writing of the reason(s) for such discipline.
6. A member who is the subject of disciplinary investigation may not be required to prepare reports which may deal with the subject matter of the investigation until after he/she has had reasonable opportunity to consult with his/her own attorney.

7. Members shall not be suspended or suffer any loss of benefits until after said member has had a disciplinary hearing and has been found guilty, except in the cases of severe nature, when the Chief deems the suspension of a member an immediate necessity for the safety of the public or the welfare of the Department. The Chief shall immediately submit a report explaining such action to the Business Administrator and a copy of said report shall be made available to the member upon submission to the Business Administrator.
8. Disciplinary actions shall commence within sixty (60) days of the occurrence which is the basis for said action. Any material recorded in the personnel file of said officer shall be admissable even though recorded earlier than one (1) year.
9. All police officers shall have access to their individual personnel files upon reasonable notice to the Chief of Police or his designee. No separate personnel file shall be established which is not available for an officer's inspection.

ARTICLE VIII

RETIREMENT

A. Police officers shall have all pension rights available under current or future New Jersey Law.

B. If an officer is killed in the line of duty, the City shall continue to provide in full force and effect all insurance benefits as specified in Section A, B and C of Article XVI for the officer's spouse until his or her death or remarriage, whichever comes first, and for the officer's children until each reaches his or her twenty-first (21st) birthday.

C. Retirement Health Benefits

1. An officer who retires on/or after April 27, 1988 with twenty-five (25) or more years of service with the City of Ocean City shall receive health benefit coverage (medical/major medical) for the retiree and his/her family.
2. An officer who retires on or after the signing of this contract with 25 or more years of continuous service with the City of Ocean City shall receive prescription benefits with a 1/3 co-pay for the retiree and his/her family.
3. Such coverage shall not extend beyond the employee attaining the age of 65 or becoming eligible for Medicare/Medicaid, or until the death of said employee.
4. Leaves of absence without pay shall not count toward service time and time served prior to a resignation shall be lost.

5. For those officers who are not eligible for Medicare/Medicaid, the City agrees to a plan whereby the members may buy into a plan to cover the member, and his/her spouse, beyond the age of 65. For a payroll deduction of one and one half (1 1/2%) percent until retirement, the City agrees to provide health benefit coverage (medical/major medical) until the death of the member or his/her spouse.

(a) The enrollment period for this benefit shall be for a period of six months after the signing of this agreement.

(b) At his/her option, an employee shall have the right to withdraw from the program without the option of reentry. Any monies contributed prior to withdrawal shall be forfeited to the City and the employee shall not be entitled to any benefits under C.5. of this article.

6. If an employee retires due to accidental disability and that employee is granted sixty-six and two-thirds (66 2/3%) percent Accidental Disability Retirement Benefits from the Police and Firemen Retirement System, all medical benefits shall be continued until the death of the employee, spouse and children to age 21.

7. It is understood and agreed that health care coverage for retirees is not retroactive and will only apply to individuals who retire after the above dates and who conform to any restrictions noted above. *See Addendum A.

ARTICLE IX

EXTRA CONTRACT AGREEMENT

The City agrees not to enter into any agreements or contracts with the Association members who are covered hereunder, individually or collectively, which in any way conflicts with the term and conditions of this Agreement.

ARTICLE X

LEAVE OF ABSENCE

A. Leaves of absence, without pay, may be granted by the City for emergency situations, or other valid reasons, by the Department Head and approved by the appointing authority in accordance with current New Jersey Department of Personnel rules.

B. Periods of absence shall not exceed six (6) months at any one time. Such leaves may be renewed for an additional six (6) months by the appointing authority with approval by the governing body. No further renewal or extension may be granted except upon request by the appointing authority and written approval by the New Jersey Department of Personnel.

C. Leaves of absence shall be requested by officers in writing at least thirty (30) days (if possible) prior to commencement except for maternity leave which requires at least ninety (90) days (if possible) prior to starting the leave.

D. The City shall pay all health benefits not to exceed six (6) months; thereafter, if additional leave is granted and taken, the officer may elect to retain said benefits and if so she/he shall reimburse the City for the cost incurred.

E. Medical Leave of Absence - The City retains the right to place an officer on a medical leave of absence for any one of the following reasons:

1. Whenever the officer's physical or mental condition adversely affects his/his ability to continue to provide effective job performance.
2. The physical or mental condition would impair the officer's health if permitted to continue working.

3. The process to determine whether an officer is physically/mentally capable to continue work or return to work is:

(a) The City's physician and the officer's physician agree to the officer's capabilities, or

(b) Should a disagreement be found in the physicians' opinions, the City requests a third impartial examination. The expense of such examination shall be borne equally by the employee and the City. The results of the examination shall be conclusive and binding on the issue of mental/physical capacity to return to or continue working.

F. Pregnancy - Disability Leave. An employee may request and be granted disability leave due to pregnancy under the same terms and conditions as all other leaves without pay.

G. Child care leave may be granted under the same terms and conditions as all other leaves without pay.

H. A permanent employee shall be granted a leave without pay to fill an elective public office for the term of the office.

I. Education Leave

1. The appointing authority, with the approval of the governing body, may grant education leave without pay for the purpose of obtaining training that is of direct value to the local government.

2. Education leave will not be deducted from an employee's seniority.

J. A leave of absence that is approved for a specific purpose and is used for another purpose may be considered an abuse and constitute cause for disciplinary action.

ARTICLE XI

WORK WEEK AND OVERTIME

A. The normal work week shall consist of an average forty-two (42) hours per week on a yearly basis. Employees covered by this Agreement who work in accordance with this schedule and the additional thirteen (13) days of work required thereunder shall be paid for thirteen (13) days at the per diem rate in addition to regular salary, overtime, schooling stipend and longevity, if applicable. Per diem payments shall be made in December of each year.

B. All members covered by this Agreement shall, in addition to their base salary, be paid one and one-half (1 1/2) times their straight hourly rate of pay, including longevity, in accordance with their rank for all overtime worked, exclusive of court time, and shall be paid in accordance with the present method of compensation. Said overtime payments shall be provided from the City's annual, budgeted overtime fund and shall be equitably distributed. When this fund is exhausted, overtime shall be taken as compensatory time at one and one-half (1 1/2) times the number of hours worked.

Officers working forty (40) hours per week who do not receive per diem day payments shall have their hourly rate of pay determined by dividing their base pay, schooling and longevity, if applicable, by 2080 hours.

C. Overtime shall be compensated, unless otherwise provided for, at the present rate and method of compensation on the following basis:

1. 0-15 minutes no compensation
2. 16-30 minutes .5 hours of compensation
3. 31-60 minutes 1 hour of compensation
4. Thereafter, all overtime will be administered
 in .5 hour segments.

D. If a member is called to duty on his day off, he should be paid for all hours worked and shall be guaranteed a minimum of four (4) hours at the present rate and method of compensation.

E. If a member is recalled to duty, he shall receive a minimum of two (2) hours at the present rate and method of compensation.

F. All police personnel on emergency call must report back within thirty (30) minutes after notification is received by such personnel. A written report may be requested of any police officer by the Chief or his designee if said police officer fails to report back on emergency call within thirty (30) minutes, whether or not personally notified.

G. To the extent feasible and in conformity with divisional requirements, overtime assignments should be distributed as fairly and equitably as possible.

H. It is acknowledged that the provisions of the Fair Labor Standards Act (FLSA) shall apply to the City on April 15, 1986 and that the United States Department of Labor is to promulgate regulations governing such application prior to that date. The City reserves the right to establish rules and regulations concerning the monitoring of and compensation for overtime in order to comply with such regulations and to comply with FLSA generally.

It is acknowledged that pursuant to Section 7(k) of FLSA, the City may elect a work period of between 7 and 28 days. Such an election would not affect the work schedule or the pay period of the employees, and is made solely for the purpose of the calculations required by FLSA. In the event of such an election, or any amendment thereto, the work schedule in force at that time shall continue, unaltered by said election.

Changes in work periods under Section 7(k) shall not be made arbitrarily or capriciously by the City.

The City will not attempt to recoup payments made prior to April 15, 1986 and any future date. Neither will the City unilaterally reduce regular pay or fringe benefits in an attempt to nullify the legislative applications of overtime compensation.

The City reserves the right to credit any payments made pursuant to this Agreement other than payments made as compensation for "hours worked" as defined in FLSA, against any overtime obligation incurred under FLSA.

ARTICLE XII

VACATIONS

A. Annual vacations shall be granted as follows:

1. From date of hire to the end of the first year -
one (1) working day for each month.
2. Second (2nd) through fifth (5th) year -
twelve (12) working days
3. Sixth (6th) through tenth (10th) year
eighteen (18) working days
4. Eleventh (11th) through Fifteenth (15th) year -
twenty-two (22) working days
5. Sixteenth (16th) through twentieth (20th) year -
twenty-seven (27) working days
6. Twenty-first (21st) year to date of retirement -
thirty (30) working days

B. Two (2) members on the same squad shall be permitted to take vacation leave at the same time subject to approval by the Chief. Vacations shall only be available from Labor Day to June 30th.

C. If a member is not able to take his vacation or any part thereof during a calendar year because of the pressure of municipal business and the needs of the Division, such vacation period not granted shall accumulate and shall be granted during the next succeeding calendar year. Otherwise, vacations shall not accumulate beyond the calendar year.

D. If a member becomes sufficiently ill so as to require inpatient hospitalization while he is on vacation, he may charge such period of illness and post-hospital recuperation against sick leave at his option. Said member must submit proof of hospitalization and a physician's certificate certifying as to the need for post-hospital recuperation.

E. Members shall not be recalled on their vacation days, except in emergencies.

F. At the sole discretion of the Chief, vacation days may be split into no more than two (2) time segments per calendar year. The initial choice of the time of the year when vacations are to be taken by various members, subject to the approval of the Chief, shall be determined on the seniority basis amongst the ranks, and within each rank, dependent on the number of years of continuous departmental service. Those members electing to split their vacations shall choose the first segment of their vacation in accordance with the above stated criteria. The second segment of vacation time shall be chosen, with the approval of the Chief, after all members have made their initial vacation choices.

ARTICLE XIII

HOLIDAYS

A. Each employee shall be entitled to fourteen (14) holidays. The holidays shall be paid for or compensated by granting equal compensatory time off. Holidays are deemed to include the following:

<u>Paid</u>	<u>Compensatory Time</u>
New Year's Day	Martin Luther King's Birthday
Memorial Day	Lincoln's Birthday
Independence Day	Washington's Birthday
Labor Day	Good Friday
Thanksgiving Day	Election Day (Primary)
Christmas Day	Columbus Day
	Veterans Day
	Election Day (General)

B. In addition, whenever the majority of City employees is granted a day off in observation of a federal, state or local holiday or by proclamation of the Mayor, with the exception of particular emergency situations, the members of the Police Department shall receive equal time off.

C. Compensatory days off may be taken with the permission of the Chief, or his designee.

D. At the option of the employee, she/he may elect to be compensated for up to six (6) days (effective 1990) and up to eight (8) days (effective 1991) of the above listed holidays instead of receiving compensatory time provided the Chief of Police is notified, in writing, by October 1 of the prior year. This compensation shall be determined by using the salary in effect when the days were earned. Payment shall be made during the first month of the succeeding calendar year.

ARTICLE XIV

INJURY LEAVE

If a member is incapacitated and unable to work because of a job-related injury, he/she shall be entitled to injury leave with full pay during the period in which he/she is unable to perform his/her duties up to a period of one year as mutually certified by the member's own doctor and the City's doctor. The wages are to be offset by the amount of workmen's compensation wage payments pursuant to Chapter XV of Title 34 of the Revised Statutes of the State of New Jersey.

ARTICLE XV

SICK LEAVE/TERMINAL LEAVE

A. Service Credit for Sick Leave

1. All employees shall be entitled to sick leave with pay as presently in effect and as specified hereunder.

B. Amount of Sick Leave

1. During the first year of employment only, police officers shall be entitled to and accrue one and one-quarter (1 1/4) calendar sick days per month. Thereafter, sick leave shall be added each year as of January 1 at the rate of fifteen (15) calendar days per year per police officer, in anticipation of continued employment for the full year.
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 if and when needed for sick leave.

C. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him/her to sick leave, the Department shall be notified prior to the employee's starting time, in accordance with Department rules and regulations.
 - (a) Failure to so notify the Department may be cause of denial of the use of sick leave for that absence and may constitute cause for disciplinary action.
 - (b) Absence without notice for five (5) consecutive days shall constitute a resignation not in good standing.

D. Verification of Sick Leave

1. The City may require proof of illness of an employee on sick leave, after the seventh (7th) instance or on the third (3rd) consecutive day off or whenever such a requirement appears reasonable and warranted under the circumstances to prevent a continued pattern of abuse of sick leave by an employee.

Verified abuse of sick leave may be cause for disciplinary action.

2. The Association further acknowledges that the City, through the Police Chief or his designee, may adopt sick leave and verification policies provided that the policies do not constitute an egregious invasion of the employee's privacy. The application of the policy shall be subject to the grievance procedure.
3. In case of leave of absence due to exposure to contagious disease, a certificate from the City doctor shall be required prior to the employee's return to work.
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 designated by the City. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health or safety of other employees.

E. Terminal Leave

If a member retires without using his/her accumulated sick leave, he/she shall be compensated at the current straight time rate of pay for said terminal leave.

The maximum accumulated terminal leave days for which the member shall be entitled to receive compensation for shall be two hundred sixty (260) days, with the maximum amount of compensation not to exceed Twenty-two Thousand Five Hundred (\$22,500.00) Dollars. This section shall not be interpreted to place a maximum amount of days that a member shall be able to accumulate during his/her active employment. If a police officer uses his/her accumulated terminal leave prior to retirement, he/she shall be subject to the limits on terminal leave as follows:

While a police officer is using his/her accumulated terminal leave prior to retirement, he/she will not be entitled to additional terminal leave, holidays or vacation days for that period of time, nor shall he/she be entitled to any increase in his/her annual salary. It shall be paid every two weeks.

If an officer dies prior to retirement and is entitled to terminal leave pay, any remuneration due shall be paid to the officer's estate upon providing undisputed legal right to inherit and subject to limitation as stated above. The City solicitor will assist with required forms.

F. Attendance Incentive

If a police officer uses no sick leave during a calendar year, he/she shall have the option of being remunerated for six (6) days work (effective 1990) and up to eight (8) days work (effective 1991) at his or her daily rate of pay. In this event, six (6) days (1990) and eight (8) days (1991) shall be subtracted from the officer's accumulated sick leave bank. Payment shall be made during the first month of the succeeding calendar year.

ARTICLE XVI

INSURANCE, HEALTH AND WELFARE

A. The City shall provide a comprehensive health benefit program including hospitalization, medical treatment, major medical coverage, surgical fees, office visits and dental coverage to include orthodontics at a maximum benefit of \$1,000 for the member and his/her family.

B. The City shall provide, at its cost, a prescription drug plan (\$2.00 co-pay) for the individual member and his/her family.

C. The City shall provide an eye care plan for the officer and his/her family. Coverage shall be 1/3 co-pay with a maximum yearly benefit of \$200 (1990) and \$350 (1991) for the member and/or his/her family.

D. The City shall afford the option to any member of the bargaining unit to enroll in an H.M.O. subject to rules and procedures to be developed by the Business Administrator. Any additional premium cost over and above the cost of the comprehensive health benefit program provided by the City shall be borne by the employee choosing an H.M.O. The employee electing H.M.O. enrollment shall do so at his/her own risk and the City will not be responsible for any lapses in coverages.

E. The City shall defend and indemnify all Department personnel from any and all suits or actions arising out of or pertaining to work-related incidents or from the performance of any functions as law enforcement officers of the State of New Jersey.

F. The City shall provide legal advice and counsel to each member pursuant to present State Statutes (particularly N.J.S.A. 40A:14-155) and whenever a member or counsel of his choice on his behalf shall request reimbursement or repayment of reasonable legal fees as required under the foregoing Statute, the City shall promptly decide upon such request.

G. The City shall provide a Twenty-Five Thousand (\$25,000.00) Dollar life insurance policy on the life of each member with the member to designate the beneficiary thereof. Upon separation of service, the member, at his/her option and cost, may convert said life insurance on an individual basis.

H. If the City desires to change any of the present plans or carriers, the benefits in any new plan shall be the same or better than the plan presently in effect. The City shall notify the Association three months in advance or as soon as possible.

I. If an officer is killed in the line of duty, the City will pay up to \$5,000 for funeral expenses upon presentation of verified bills/invoices.

ARTICLE XVII

EXCHANGE OF DAYS OFF

The Chief or his designee shall grant any reasonable request of any member of the Department to exchange hours, tours of duty 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; provided, however, that such exchange of days off shall not result in the City incurring overtime liability under the Fair Labor Standards Act.

It is understood and agreed that hours worked in exchange shall be excluded by the City in the calculation of the hours for which an employee is entitled to overtime compensation under FLSA.

ARTICLE XVIII

CLOTHING ALLOWANCE

A. Effective January 1, 1990, the City shall provide an annual \$700.00 clothing allowance for the maintenance and replcaement of clothing used for work; \$350 to be paid on May 15th and \$350 to be paid on September 15th.

1. Effective January 1, 1991, the City shall provide an annual \$750 clothing allowance for the maintenance and replacement of clothing used for work; \$375 to be paid on May 15th and \$375 to be paid on September 15th.

NOTE: Amounts shall be reported to the
Internal Revenue Service based
upon applicable law

B. All uniforms damaged in the line of duty shall be replaced by the City, after inspection by the Chief or his designee.

C. All personal items that are damaged, destroyed or lost in the line of duty, which are not covered by insurance, shall be replaced by the City, after inspection and certification by the Chief or his designee. The City's liability shall not be more than \$300.00 per incident.

D. The dress code shall be at the Chief's discretion; however, members shall be permitted to remove uniform hats while in Headquarters and radio cars. In addition, members shall have the option to wear short sleeve shirts with open neck during the summer season (no tie). The blouse shall be worn only on parade details or special events. The wearing of the blouse shall not be required when the temperature is over sixty (60) degrees.

1. Should an officer be selected, by the Chief, for a special event requiring the wear of the blouse, the City will provide it to the officer at its own cost and expense. After this issue, it shall be maintained in a serviceable condition by the officer.

E. The City shall provide at its own cost and expense, a complete initial uniform for newly-employed members of the department.

F. In the event that the City originates any change in the present uniform or any part thereof, or requires as a result of promotion, a new uniform, then the cost due each member, as a result of that change, shall be borne by the City, and shall not be considered as part of the yearly clothing allowance.

ARTICLE XIX

TIME OFF

A. Members shall be granted time off without deduction from pay or time owed for the following request:

1. Death in the immediate family, four (4) working days unless death occurs within twenty-four (24) hours prior to the start of five (5) day shift, in which case a fifth day shall be granted.
2. Serious illness (including childbirth) in the immediate family residing with the police officer shall not exceed three (3) working days. Serious illness shall be any instance in which such member of the immediate family is either hospitalized or incapacitated while at home.
3. Immediate family shall consist of spouse, child, step-child, mother, father, brother, sister, step-mother, step-father, guardian, mother-in-law, father-in-law, grandchildren, grandparents, sister-in-law and brother-in-law.

4. Personal Day - an officer may receive personal time per calendar year to attend to his/her personal business.

(a) A personal day will not be granted on weekends from July 1st through Labor Day.

(b) A personal day may be taken at any other time providing there is no scheduling conflict. A scheduling conflict shall mean any time the City would have to compensate someone at time and one-half to give the officer the day off.

(c) A personal day will be granted upon recommendation of the shift commander and approval of the Chief.

(d) An officer shall be entitled to two (2) personal days per calendar year.

5. Any time off granted under this Article shall not be deducted from any other time or benefits owed to the police officer.

B. In addition to the above, time off from duty may be granted at the sole discretion of the Chief for exceptional circumstances.

ARTICLE XX

MILITARY LEAVE

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

ARTICLE XXI

GRIEVANCE PROCEDURE

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

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

C. The term "grievance", as used herein, means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement, and any controversy arising out of policies and administrative decisions affecting the terms and conditions of employment. A "grievance" may be raised by an individual, the Association on behalf of the individual, or a group of individuals, or the City.

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

Step One:

The aggrieved or the Association shall institute action under the provisions hereof within sixty (60) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor or Police Chief for the purpose of resolving the matter informally. Failure to act within said sixty (60) calendar days shall be deemed to constitute an abandonment of the grievance.

Step Two:

If no agreement can be reached orally within five (5) calendar days after the initial discussion with his supervisor, the employee or the Association may present the grievance in writing within five (5) calendar days thereafter to the Police Chief, or his designated representative. The written grievance at this step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable section of the contract violated and the remedy requested by the grievant. The Police Chief or his designated representative will answer the grievance in writing within ten (10) calendar days of receipt of this written grievance.

Step Three:

If the Association wishes to appeal the decision of the Police Chief, or his designated representative, such appeal shall be presented in writing to the Business Administrator or his designated representative within ten (10) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Business Administrator or his designated representative shall respond, in writing, to the grievance within twenty (20) calendar days of the submission.

Step Four:

If the grievance is not settled through Steps One, Two and Three, either party shall have the right to submit the dispute to arbitration pursuant to the Rules and Regulations of the Public Employment Relations Commission. The costs for the services of the arbitrator shall be borne equally by the City and the Association. Any other expenses, including, but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

- E. 1. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

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

F. The designated Association representatives shall be permitted as members of the grievance committee to confer with employees and the City on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without the loss of pay, provided the conduct of said business shall not diminish the effectiveness of the Ocean City Police Department or require the recall of off-duty employees.

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

H. In the event the aggrieved elects to pursue remedies available through the New Jersey Department of Personnel, the grievance shall be cancelled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until the expiration of at least thirty (30) calendar days after the decision rendered by the Business Administrator or designated representative on the grievance. In the event the grievant pursues his remedies through the New Jersey Department of Personnel, the arbitration hearing, if any, shall be cancelled and the filing fees and expenses incurred thereby shall be paid by the grievant or the Association.

ARTICLE XXII

QUALIFICATION OF EMPLOYMENT

A. All standards presently in effect for entrance to the position of Patrolman shall be maintained at not less than the present standards, unless otherwise required by New Jersey or Federal law.

B. The City further agrees that it will not require Association members to perform on a regular basis, duties other than that ordinarily required of a law enforcement officer in the State of New Jersey.

ARTICLE XXIII

COMMENDATIONS

Two (2) days compensatory time off shall be granted to a police officer who has received a commendation from the Mayor of the City.

ARTICLE XXIV

PATROL CARS AND EQUIPMENT

Patrol cars shall contain AM/FM radios, heaters, air conditioners and all marked units shall be equipped with permanently mounted spot lights that can be aimed. The units shall also contain all lighting and emergency equipment presently installed on patrol cars and shall also contain two (2) helmets, shot guns, cages and head rests. Whenever possible, and consistent with the management of the Department, one (1) portable police radio shall be available to each member on patrol or on duty outside of the confines of the Departmental buildings.

ARTICLE XXV

WAGES

A. The salary for all members shall be as follows:

	JANUARY 1, 1990	JULY 1, 1990
<u>PATROLMAN</u>	<u>AMOUNT</u>	<u>AMOUNT</u>
1st year	\$21,301.00*	\$21,940.00
2nd year	\$26,825.00	\$27,630.00
3rd year	\$28,859.00	\$29,725.00
4th year	\$33,571.00	\$34,578.00
<u>SERGEANTS</u>	\$36,191.00	\$37,277.00
<u>LIEUTENANTS</u>	\$38,362.00	\$39,514.00
<u>CAPTAINS</u>	\$41,163.00	\$42,398.00

* New hires during the terms of this contract may be started by the City at a salary of \$19,984.00 (January-June) or \$20,583.00 (July-December) per year. However, these new hires must be brought to the salary of \$21,301.00 (January-June) or \$21,940.00 (July-December) six (6) months from the date of their hire or their successful completion of the Academy, whichever comes first.

B. The salary for all members shall be as follows:

	JANUARY 1, 1991	JULY 1, 1991
<u>OFFICER</u>	<u>AMOUNT</u>	<u>AMOUNT</u>
1st year	\$22,818.00*	\$23,617.00*
2nd year	\$28,735.00	\$29,741.00
3rd year	\$30,914.00	\$31,996.00
4th year	\$35,961.00	\$37,220.00
<u>SERGEANTS</u>	\$38,766.00	\$40,123.00
<u>LIEUTENANTS</u>	\$41,673.00	\$43,132.00
<u>CAPTAINS</u>	\$44,590.00	\$46,151.00

* New hires during the terms of this contract may be started by the City at a salary of \$21,406 (January-June) or \$22,156 (June-December), per year. However, these new hires must be brought to the salary of a \$22,818 (January-June) or \$23,617.00 (July-December) six (6) months from the date of their hire or their successful completion of the Academy, whichever comes first. Negotiations for a subsequent contract shall use the July 1991 salary guide as a base.

C. In the event a member is officially designated to work out of title, he/she shall be paid at the rate of pay for the higher title provided the vacancy was not caused by vacations. In order to be entitled to this higher compensation, the member must work in the higher title for thirty (30) consecutive work days and then he/she shall receive the additional compensation retroactive to the first day of work in the higher title.

D. In computing any salary for a given member during the duration of this contract and any extensions thereto, the City shall first add to the base pay of that year the percentage increase provided by this Agreement, and then add to that figure the applicable longevity increase percentage, pursuant to Article XXVI - Longevity. Such computations for longevity must be made as promptly as possible and shall be retroactive to January 1st of that year.

E. Effective January 1, 1981 increments will be tied to merit for new employees or those promoted after January 1, 1981 as per the following:

"The parties agree that the present employees eligible for increments as of 12/31/80, will continue to automatically progress towards maximum, in classification, based on years of service in the Department. For all new employees hired after January 1, 1981, or promoted after January 1, 1981, increments will be based on a merit and performance system established by the parties, in conformance with the New Jersey Department of Personnel rules and regulations. It is understood that in case this section is found to be illegal and in non-compliance with the New Jersey Department of Personnel rules and regulations, on this matter, negotiations shall commence between the parties to the extent allowed by law to conform the contractual provisions herein, to the New Jersey Department of Personnel rules and regulations."

F. Employees covered by this Agreement who shall serve in the position of Detective shall receive One Thousand (\$1,000) Dollars per year for being a detective payable at the first pay period in December of each year. This stipend will be in addition to the regular salary and longevity as applicable.

ARTICLE XXVI

LONGEVITY

A. All members shall receive longevity pay which shall be computed at the rate of two (2%) percent of the members base pay for every four (4) years of service with a maximum of twelve (12%) percent.

B. All police officers appointed from January 1st through June 30th shall receive the longevity retroactive to January 1st of the year appointed. All members appointed from July 1st through December 31st shall receive their longevity pay which shall be computed from the January 1st next following the date of their appointment.

ARTICLE XXVII

PROBATIONARY PERIOD

New members shall service a probationary period of twelve (12) months. During said probationary period, members shall be paid as if they were qualified first-step Patrolmen. For purposes of seniority and longevity, the original date of hire should be used.

ARTICLE XXVIII

COURT OR AGENCY APPEARANCES

A. If a member is required to appear in Municipal Court, he/she shall be guaranteed two (2) hours of straight time pay. If he/she should be required to remain in Court beyond two (2) hours he/she shall be paid time and one-half (1 1/2) for all time worked beyond the first two (2) hours.

B. If a member is required to appear in any Court or agency hearing, other than Municipal Court, he/she shall receive Seventy-five (\$75.00) Dollars for all hours worked up to a maximum of four (4) hours. If required to work beyond the four (4) hours, the employee shall be compensated at one and one-half (1 1/2) times his hourly rate.

C. If a member is working his/her normal duty and is required to appear in any Court or agency as cited above, he/she will only receive his/her normal pay. If, however, he/she is required to remain beyond his/her normal duty hours, or is required to report in advance of said duty hours, the provision of paragraph A and B will apply.

D. Pursuant to any rule or regulation of the Department, or to any reasonable directive of the Chief of Police, the officer shall either wear his/her uniform, if applicable, or appropriate plain clothes attire.

E. It is acknowledged that provisions of the Fair Labor Standards Act (FLSA) shall apply to the City on April 15, 1986 and that the United States Department of Labor is to promulgate regulations governing such application prior to that date. The City reserves the right to establish rules and regulations concerning the monitoring of and compensation for, hours worked as Court or Agency appearances in order to comply with such regulations and to comply with FLSA generally. The City will not attempt to recoup payments made prior to April 15, 1986 and any future date. Neither will the City unilaterally reduce regular pay or fringe benefits in an attempt to nullify the legislative application of overtime compensation. The City reserves the right to credit any payments made pursuant to this Article against any overtime obligation incurred under FLSA.

ARTICLE XXIX

MANPOWER

A. The City agrees to maintain two-man patrols at all times whenever possible.

B. All vacancies in rank will be filled as soon as possible.

C. The City will make every effort to increase the regular force so as to eliminate the need for summer, temporary officers.

ARTICLE XXX

SCHOOLING

A. The City shall pay for full tuition, including books, for all courses that are required in a degree program for criminal justice and/or law enforcement at any accredited college. To be eligible, an officer must be enrolled in a degree program and have advance written authorization by the Chief of Police of the City.

1. Members shall submit a copy of an official transcript or certified grade report from their respective college to the Chief of Police not later than 30 calendar days after successful completion of the course.
2. The City shall fund a college tuition and books account in the amount of Six Thousand (\$6,000) Dollars for 1990 and 1991.
3. Payment to the member shall be made on the second pay period following submission of an official transcript or certified grade report and receipts to the Chief of Police.

B. In addition to his/her salary, each member shall receive an additional Twenty-five (\$25.00) Dollars per year for each police-related college credit acquired up to a maximum of \$900 unless a two or four year degree is acquired. Members shall submit a copy of an official transcript from their respective college to the Chief of Police and the PBA representative in order to take advantage of this section. No credits earned through any correspondence course or in Basic Training at Sea Girt shall qualify for payment under this Section.

1. When a member earns a two-year degree in any police science curriculum, he/she shall receive an increase in his/her salary of \$1,200.00.
2. When a member earns a four-year degree in any police science curriculum, he/she shall receive an increase in his/her salary of \$1,600.00.
3. All courses to be submitted for approval by a member must be turned in prior to January 15th and July 15th of each year for payment of said credits.
4. The monetary amount of payment acquired by a member through this Section shall be paid to the member in equal amounts on the regular pay days of the Department, within a reasonable time after said courses have been submitted for approval.

C. The Department will establish and maintain a regular program of in-service training courses for the benefit of all members.

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

D. The City shall reimburse all members for meals, gasoline and tolls while attending department required police schools, courts or administrative agencies, but not for Ocean City Municipal Court. The City will reimburse invoices for meals up to \$7.00 (1990) and \$8.00 (1991) for lunch and \$12.00 (1990) and \$14.00 (1991) for dinner.

E. In the event a member is not able to use a City vehicle to attend a police school or Court, he/she shall be compensated at Twenty-five and one half (\$.255) cents per mile, plus tolls.

F. Opportunity to attend schools shall not be arbitrarily, capriciously or discriminatorily denied.

G. A police officer who is or becomes a certified EMT shall receive a stipend of \$500 on December 1, pro rated in the initial year of certification and \$500 annually thereafter on December 1 of each succeeding year he/she remains certified.

1. Recertification shall be the sole responsibility of the employee.
2. If an employee fails recertification, he/she shall have the right to re-enroll in the recertification course an additional two times. However, continuation of and payment of the stipend shall be dependent upon successful completion of the course.

ARTICLE XXXI

MISCELLANEOUS

A. The midnight to 8:00 AM shift and the 4:00 PM to midnight shift shall be paid at midnight on pay day.

B. There shall be meetings between the Business Administrator, Director of Personnel, the Chief of Police and Association committee at least on a quarterly basis.

C. Employees covered by this Agreement shall give reasonable notice to the Chief of Police of any outside business or employment by said employees.

D. Members shall receive a forty-five (45) minute meal period for each shift and two (2) fifteen (15) minute coffee breaks for each shift. Police officers shall, however, be subject to duty.

E. The City shall permit the Association to supply a soda machine at Police Headquarters with profits going to the Association.

F. The City shall supply a locker for each member for his own use.

G. Service revolvers shall, if defective, be promptly replaced by the City.

H. The City agrees to provide One-hundred (\$100.00) Dollars annually toward the maintenance of a Law Library. The City further agrees to consult with the Association on the location of the Law Library.

ARTICLE XXXII

RULES AND REGULATIONS

The City agrees that it will not establish new work rules or regulations or modify or amend existing rules governing wages, hours or working conditions without prior consultation with the Association.

ARTICLE XXXIII

DUES CHECKOFF AND REPRESENTATION FEE

A. Dues Checkoff

The City agrees, in accordance with State Statutes, that upon receipt of signed authorization cards from the employees, to deduct from the employee's wages, the annual dues, as prescribed by the Local #61, in equal installments, bi-weekly, and to forward said amount to the Financial Secretary of the P.B.A., Local #61 on the tenth (10th) day after the second pay-period of each month.

B. Representation Fee

1. If a full-time police officer does not become a member of the Association during any membership year which is covered in whole or in part by this Agreement, said officer will be required to pay a Representation Fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of service, rendered by the Association as majority representative.
2. Prior to the beginning of each membership year, the Association will notify the City in writing of the amount of the regular membership dues, initiation fees, and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be determined by the Association in accordance with State Law.

3. In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments, charged by the Association to its own members. Therefore, the representation fee may be set up to eighty-five (85%) percent of that amount as the maximum currently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, with said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.
4. (a) Once during each year covered in whole or part by this Agreement, the Association will submit to the City a list of those employees who have not become Association members for the then current membership year. The City will deduct from the salaries of such employees, in accordance with paragraph (b.) below, the full amount of the representation fee and promptly will transmit the amounts so deducted to the Association.

(b) The City will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deduction will begin with the first paycheck paid:

1. Ten (10) days after receipt of the aforementioned list by the City; or
2. Thirty (30) days after the full-time public officer begins his or her employment in a bargaining unit position, unless the employee previously served within a bargaining unit position and continued in the employ of the City in a non-bargaining position or was on layoff, in which event the deductions will begin ten (10) days after the resumption of the employee's employment in a bargaining unit position or receipt of his/her first paycheck, whichever is later.

C. If a full-time police officer who is required to pay a representation fee, terminates his/her employment with the City before the Association has received the full amount of the representation fee to which it is entitled under this Article, the City will deduct the unpaid portion of the fee from the last paycheck paid to said employee during membership year in question.

D. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

E. The Association will notify the City in writing of any changes in the list provided for in paragraph two above and/or the amount of Representation Fee, and such change will be reflected in any deductions made more than ten (10) days after the City receives said notice.

F. On or about the last day of each month, beginning with the month this Agreement becomes effective, the City will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

G. The Association hereby agrees to indemnify, defend and save harmless, the City of Ocean City, New Jersey, of any claim, suit, or action of any nature whatsoever, which may be brought at law or in equity or before any administrative agency, with regard to, or arising from, the deduction from salaries of any police officer for payment of a Representation Fee, under the provision of this Article.

ARTICLE XXXIV

FAIR LABOR STANDARDS ACT

It is acknowledged that commencing on April 15, 1986, the City will be required to comply with the provisions of the Fair Labor Standards Act (FLSA), and the regulations promulgated thereunder. The City reserves the right to take appropriate action to ensure such compliance, including:

1. Exercising any election or option available to it under FLSA or the regulations provided that change in work periods under Section 7(k) shall not be made arbitrarily or capriciously by the City;
2. Awarding compensatory time in lieu of monetary compensation for FLSA overtime;
3. Establishing procedures to monitor and control hours worked and overtime;
4. Crediting any payment made pursuant to this Agreement, other than payments made as compensation for "hours worked" as defined in FLSA, against any overtime obligation incurred under FLSA provided that the City will not attempt to recoup payments made prior to April 15, 1986 and any future date. Neither will the City unilaterally reduce regular pay or fringe benefits in an attempt to nullify the legislative application of overtime compensation;
5. Establishing such rules and regulations as may be necessary to ensure compliance with the provisions of FLSA;

6. Compensating an employee upon termination of employment for unused FLSA compensatory time at a rate of compensation not less than:
 - (a) The average regular rate received by such employee during the last three (3) years of employment; or
 - (b) The final required rate received by such employee, whichever is higher.
7. Refraining from discrimination against an employee because he/she asserted coverage under the overtime provisions of FLSA;
8. Providing procedure under which an employee can use FLSA compensatory time within a reasonable period after making the request if the use of the compensatory time does not unduly disrupt the operations of the department.

ARTICLE XXXV

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement of any employee, member or group of employees or members, is held to be invalid by operation of law by any Court or other tribunal of competent jurisdiction, then such provisions and application shall be deemed inoperative; however, all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby.

ARTICLE XXXVI

DURATION

This Agreement shall be in full force and effect as of January 1, 1990 and shall remain in effect to and including December 31, 1991 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor no later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement. Any Agreement so negotiated shall apply to all police officers, be reduced to writing, and be signed by the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the City of Ocean City, New Jersey, on this 13th day of March, 1990.

FOR THE CITY:

Robert M. DeMay
Angela H. Pellegrini

FOR THE ASSOCIATION:

John Paul ...
La. Stephen D. Parris

ADDENDUM "A"

RETIREE HEALTH BENEFIT SIDE BAR AGREEMENT

Officers Robert Blevin and Curtis Dull shall have time served with Cape May County and total time served with the City, respectively, credited toward service time for entitlement for City paid health benefits.

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