

Contract # 55

A G R E E M E N T

Between

**CITY OF NORTH WILDWOOD
CAPE MAY COUNTY
NEW JERSEY**

and

**WILDWOOD LOCAL NO. 59
POLICEMEN'S BENEVOLENT ASSOCIATION
OF
NEW JERSEY**

Effective January 1, 1991 through December 31, 1992

LAW OFFICES:

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PREAMBLE

This Agreement entered into this 16TH day of MAY, 1991, 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.

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.

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 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 this 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.

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 or policies, agreements or administrative decisions affecting any Employee(s) covered by this Agreement.

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.

(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.

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.B.A. 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.

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.

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.

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. 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 fifteen (15) days per year. Part-time permanent Employees shall be entitled to sick leave as established by regulation.

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 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 Absence on 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 four (4) 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. Proration of Sick Leave

1. One (1) working day 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 fifteen (15) days 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 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.

ARTICLE VIII

WORK WEEK OVERTIME

A. The present work schedule shall continue in effect. In the event the members of the Department wish to revert back to the forty (40) hour work week, with the approval of the Police Committee, the City shall make every effort to speedily institute said forty (40) hour week.

B. 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, 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. The City reserves the right to change the work shift provided the change is feasible and will provide adequate manpower on all shifts.

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.

ARTICLE X

VACATIONS

A. Annual vacations shall be granted as follows:

Up to the End of the First Year.....	One Working Day for Each Month Worked
Second to Fourth Year.....	15 Working Days
Fifth to Ninth Year.....	20 Working Days
Tenth to Fourteenth Year.....	25 Working Days
Fifteenth to Nineteenth Year.....	30 Working Days
Twentieth to Time of Retirement.....	35 Working Days

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. Vacations which encompasses 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 employee is on suspension or on leave of absence without pay.

ARTICLE XI

HOLIDAYS

A. Employees shall be entitled to fifteen (15) holidays. The holidays shall be compensated by granting equal time off. In addition to the above mentioned holidays, 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.

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.

ARTICLE XII

INSURANCE, HEALTH AND WELFARE

A. The City shall provide the following medical and insurance coverage:

1. Blue Cross and Blue Shield of N.J. URC [356 Expanded], Rider J, Major Medical.

2. Blue Cross and Blue Shield of N.J. Complete Dental Package.

3. Prescription Plan [Two (\$2.00) Dollar deductible].

B. 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.

C. 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 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.

D. 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

Blue Cross and Blue Shield coverage [once the job is obtained, the benefits terminate if the employment terminates within two (2) years].

2. When an Employee becomes eligible for Medicare (age sixty-two (62)).

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 circumstance however shall any employee be entitled to retiree medical benefits without twenty (20) years of service in the City of North Wildwood.

E. The City shall have the right to change insurance carriers as long as the new policies result in equal to or better benefits. The City shall notify the PBA at least thirty (30) days prior to the change in the insurance carrier to review whether or not the change will result in equal to or better benefits.

ARTICLE XIII

CLOTHING ALLOWANCE

A. The City shall continue to furnish an initial issue of uniforms to all new Patrolmen.

B. The City shall provide an annual allowance of Five Hundred (\$500.00) Dollars for maintenance and replacement of uniforms and equipment as specified below.

(a) 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.

(b) The City reserves the right to inspect all damaged equipment and uniforms.

(c) Any defective service revolver shall be replaced immediately by the training Officer or his designee.

(d) 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.

(e) Shoes shall be considered part of the clothing allowance.

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 wife, 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 four (4) days. This time is not to be deducted from any other benefits.

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.

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 (1½) 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 (1½) times the Employee's regular rate of pay.

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.

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. ✓

ARTICLE XIX

UNSAFE VEHICLES

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

ARTICLE XX

WAGES

The salaries for the members of the bargaining unit shall be as set forth in Schedule "A" annexed.

ARTICLE XXI

NORTH WILDWOOD PBA LOCAL 59

OVERTIME FORMULA

<u>Actual Time Worked</u>	<u>Straight Time</u>	<u>Time and One-Half</u>
0-----15 Minutes	0	0
15-----30 Minutes	½ Hour	¾ Hour
¼ Hour-----1 Hr. 15 Min.	1 Hour	1½ Hour
1¼ Hrs.-----1 Hr. 45 Min.	1½ Hours	2¼ Hours
1-¾ Hrs.--2 Hrs. 15 Min.	2 Hours	3 Hours
2¼ Hrs.-----2 Hrs. 45 Min.	2½ Hours	3-¾ Hours
2-¾ Hrs.---3 Hrs. 15 Min.	3 Hours	4½ Hours
3¼ Hrs.-----3 Hrs. 45 Min.	3½ Hours	5½ Hours
3-¾ Hrs.---4 Hrs. 15 Min.	4 Hours	6 Hours
4¼ Hrs.-----4 Hrs. 45 Min.	4½ Hours	6-¾ Hours
4-¾ Hrs.---5 Hrs. 15 Min.	5 Hours	7½ Hours
5¼ Hrs.-----5 Hrs. 45 Min.	5½ Hours	8½ Hours
5-¾ Hrs.---6 Hrs. 15 Min.	6 Hours	9 Hours
6¼ Hrs.-----6 Hrs. 45 Min.	6½ Hours	9-¾ Hours
6-¾ Hrs.---7 Hrs. 15 Min.	7 Hours	10½ Hours
7¼ Hrs.-----7 Hrs. 45 Min.	7½ Hours	11½ Hours
7-¾ Hrs.---8 Hrs. 15 Min.	8 Hours	12 Hours

ARTICLE XXII

LONGEVITY

A. 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.

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.

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.

ARTICLE XXV

MANPOWER

A. The Police force shall be maintained at a strength not less than at present. The City agrees to maintain two (2) men on patrol whenever possible. Squads are to be maintained at full strength, by replacing manpower as quickly as possible.

ARTICLE XXVI

MISCELLANEOUS PROVISIONS

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 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.)

ARTICLE XXVII

SEPARABILITY AND SAVINGS

A. 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.

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 Employee's regular bimonthly paycheck.

D. Credits shall be verified by the City twice in a calendar year, the weeks of March 1 and September 1.

E. Employee must complete three (3) years after permanent appointment to be entitled to College Credits Benefits.

ARTICLE XXIX

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.

ARTICLE XXX

OUTSIDE EMPLOYMENT

Employees may accept and be employed in any occupation off duty which is not in violation of any federal or state law.

ARTICLE XXXI

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.

ARTICLE XXXII

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.

ARTICLE XXXIII

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.

ARTICLE XXXIV

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.

ARTICLE XXXV

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 place at a location designated by the Chief of Police. Usually it will be at Police Headquarters or the location where the incident allegedly occurred.
3. The member of the force shall be informed of the 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.

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.

ARTICLE XXXVI

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.

ARTICLE XXXVII

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.

ARTICLE XXXVIII

TERMS AND RENEWAL

THIS AGREEMENT shall be in full force and effect as of January 1, 1991 and shall remain in effect to and including December 31, 1992, and shall remain in effect until such time as 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
16th day of May, 1991.

WILDWOOD LOCAL NO. 59
POLICEMEN'S BENEVOLENT
ASSOCIATION

By: [Signature]
Chairman, Negotiating
Committee

ATTEST:
[Signature]
[Signature]

CITY OF NORTH WILDWOOD
CAPE MAY COUNTY, NEW JERSEY

By: [Signature]
Mayor, City of North Wildwood
and Director of Public Safety

ATTEST:
[Signature]
[Signature]

SCHEDULE A

BASE ANNUAL WAGES

	<u>Effective 01/01/91</u>	<u>Effective 07/01/91</u>	<u>Effective 01/01/92</u>	<u>Effective 07/01/92</u>
Deputy Chief	\$47,042	\$48,453	\$49,907	\$51,404
Captain	\$44,352	\$45,682	\$47,053	\$48,464
Lieutenant	\$41,658	\$42,908	\$44,195	\$45,521
Sergeant	\$38,975	\$40,144	\$41,349	\$42,589
Patrolman				
Upon Completion of 4 Years	\$36,285	\$37,373	\$38,495	\$39,649
During 4th Year	32,526	33,502	34,507	35,542
During 3rd Year	27,417	28,239	29,086	29,959
During 2nd Year	24,583	25,321	26,080	26,863
During 1st Year	22,054	22,716	23,397	24,099



MARKEL SERVICE, INC.

Governmental Programs

April 2, 1991

Lt. George Greenland
City of North Wildwood Police Dept.
901 Atlantic Avenue
North Wildwood, NJ 08260

RE: City of North Wildwood P.D., NJ
Law Enforcement Liability - PPL 110696
Expiration Date 5/2/91

Dear Lt. Greenland:

Pursuant to our telephone conversation as well as your follow up handwritten memorandum to me, I will endeavor in this correspondence to explain coverage available to your officers in light of your specific hypothetical example.

As I understand your example, you are concerned with your officers' liability in regards to their aiding motorists at the scene of accidents which they may happen upon during their off duty hours. Our policy does not specifically address coverage available to officers on or off duty. As such, it is our intention to provide the full breadth of coverage available under the policy form to officers irrespective of their status as on-duty or off-duty.

I would direct you within your policy jacket to the Insuring Agreement. As you will note, the policy is intended to cover personal injury, bodily injury and property damage "caused by an occurrence and arising out of the performance of the insured's duties to provide law enforcement end/or other departmentally approved activities as declared in the application...." This wording within the Insuring Agreement should ellay any concerns you have as regards coverage available to your officers in regards to your hypothetical example. I can only foresee one problem with off-duty officers responding in a Good Samaritan manner to accidents while off duty. The specific example I have in mind would involve an officer who is not within the "policy territory" when performing this Good Samaritan activity. However, should the officer be within our policy territory (which includes the United States, its Territories and Possessions and Canada) then coverage would apply irrespective again of the officer's status as on-duty or off-duty.

I hope the above serves to clarify our position as regards coverage available to your officers under the Scottsdale Insurance Company's policy, Policy # PPL 110696. I must point out, however, that coverage applicable to any specific act would be determined at the time of claim reporting based on the particular facts and circumstances of the claim at hand. I as an underwriter cannot provide you with blanket coverage statements as I am not privy to all facts which may be involved in e particular occurrence.



Page 2.....April 2, 1991

Lt. George Greenland

RE: City of North Wildwood P.D., NJ

Should you have any further questions regarding any of the above or if I have failed to clarify the above to your satisfaction, do not hesitate to contact me at 1-800-368-3583.

Respectfully yours,

Chris Townsend
Assistant Underwriter

wp.T42/t2