

AGREEMENT

Between

THE CITY OF VINELAND

A Municipal Corporation of the State of New Jersey

&

POLICEMEN'S BENEVOLENT ASSOCIATION

LOCAL 266

An Employee Representative

January 1, 2015 through December 31, 2018

Changes are in **Bold**

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This Agreement dated MARCH 14, 2017 by and between the City of Vineland, a municipal corporation of the State of New Jersey, hereinafter referred to as the "City" and the Policemen's Benevolent Association, Local No. 266, hereinafter referred to as the "PBA".

### Article 1 - Purpose

This Agreement is entered into pursuant to N.J.S.A. 34:13A to promote and ensure harmonious relations, cooperation and understanding between the City and the employees; to prescribe the rights and duties of the City and employees; to provide for the resolution of grievances, all in order that the public service shall be expedited and effectuated in the best interests of the people of Vineland and its employees and the City.

### Article 2 - Recognition

It is the intention of the parties that this Agreement be construed in harmony with New Jersey statutes, New Jersey Civil Service (Civil Service) rules and regulations, City ordinances and Police Department rules and regulations, but no City ordinance or Police Department rule and regulation shall amend or alter any provision of this Agreement.

The City recognizes the PBA as the sole and exclusive representative of those certain employees in the Police Department of the City for the purpose of collective negotiations concerning salaries, wages and other terms and conditions of employment. For the purposes of this Agreement, an employee or the employees are those employees in the following titles pursuant to Certification Docket No. RO-93-116 by the New Jersey Public Employment Relations Commission (PERC) dated March 1, 1993 as authorized by the New Jersey Employer-Employee Relations Act of 1968, as amended, as follows:

All police officers employed by the City of Vineland excluding all managerial executives, confidential employees, craft workers, supervisors within the meaning of the Act, superior officers, dispatchers, non-police employees, and all other employees employed by the City of Vineland.

### Article 3 - Management Rights

§1. It is recognized that the management of the City, the control of its properties, and the maintenance of order and efficiency, is a right and responsibility of the City, including the right to enforce rules and regulations, policies or other statements of procedure not inconsistent with this Agreement or the laws and constitutions of the State of New Jersey and the United States, whether or not such enforcement has occurred in the past.

Accordingly, the City hereby retains and reserves unto itself, or through and by the Chief of Police, Director of Public Safety or designees, 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 constitutions of the State of New Jersey and the United States, including, but without limiting the generality of the foregoing, the following rights not inconsistent with the terms and conditions of this Agreement or aforesaid laws of the State of New Jersey or United States:

- a. the executive management and administrative control of the City and its properties and facilities and the determination of the methods of operation to be offered by its employees and to direct the activities of its employees;
- b. the determination of the standards of selection of employment and the hiring of all employees and, subject to the provisions of law, the determination of their qualifications and conditions for continued employment as well as the assignment, promotion and transfer of employees subject to Civil Service regulations;
- c. the reprimand, suspension, demotion or discharge of employees or other disciplinary action;
- d. the transfer, assignment, reassignment, layoff or recall of employees to work, subject to Civil Service regulations;
- e. the determination of the number of employees and of the duties to be performed, in accordance with applicable Civil Service regulations, and the relief of its employees from duty because of a lack of work or lack of funding or other legitimate reason;
- f. the maintenance of the efficiency of its operations and employees as well as the establishment, expansion, reduction, alteration, combination, consolidation or abolition of any job or job classification, department operation or service;
- g. the determination of staffing patterns and areas worked, hours of operation, the control and regulation of the use of facilities, supplies, equipment, materials and other property of the City;
- h. the determination of the number, location and operation of divisions, departments, units and all other work groups of the employer, the assignment of work, the qualifications required, the performance standards and the size and composition of the work force;
- i. the determination of the amount of overtime to be worked;
- j. the determination of the methods, means and personnel by which its operations are to be conducted;
- k. the determination of the content of work assignments;
- l. the exercise of complete control and discretion over its organization and the technology of the performance of its work; and
- m. the making, maintenance and amendments of such operating rules as it may from time to time deem best for the purposes of maintaining order, safety or the effective and efficient operation of the work of the City.

§2. 7K Exemption of the Fair Labor Standards Act (FLSA). As required by law, the City adopted provisions of the FLSA on September 27, 1985. And as such, elected to adopt the FLSA 7K exemption provisions, specifically the 171 hour - 28 day cycle portion.

#### Article 4 - Maintenance of Standards

- §1. **Except as provided for by legislative changes mandated in the law** with respect to matters not covered by this Agreement, the City will not seek to diminish or impair during the term of this Agreement any benefit or privilege provided by law, rule or regulation for employees without prior notice to the PBA and when appropriate without negotiations with the PBA, provided, however, that this Agreement shall be construed consistent with the free exercise of rights reserved to the City by the Management Rights clause of this Agreement.
- §2. This Agreement is not intended to limit the freedom of speech of employees, subject to restrictions imposed by federal or state law. Employees shall retain all civil rights under federal and state law.
- §3. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

## Article 5 - PBA Representatives and Members

- §1. Authorized PBA representatives, whose names shall be filed in writing with the Director of Public Safety and the Chief of Police, shall be permitted to visit Police Headquarters or the Office of the Director of Public Safety for the purposes of processing grievances. This right shall be exercised reasonably. Upon entering the premises, the authorized representative shall notify the Shift Commander or, in his/her absence, an authorized representative. The PBA representative shall not interfere with the normal conduct of the work of the Police Department. **The PBA shall be responsible for notifying the Chief of Police of the names of the officers who serve on the PBA Executive Board.**
- §2. Pursuant to applicable law, the City shall grant a leave of absence with pay to up to five PBA representatives, who shall consist of the President, State Delegate and three additional representatives, to attend any PBA state or national convention. A certificate of attendance at the state or national convention shall be submitted by representatives so attending. Leave of absence shall be for a period inclusive of the duration of the convention with a reasonable time allowed for travel to and from the convention. A delegate may take off his/her work shift if it is within the same 24 hour period of a State meeting.
- §3. PBA members who, by mutual agreement between the City and PBA, participate during working hours in grievances and negotiations with the City, shall suffer thereby no loss of pay. PBA members shall be allowed one-half (½) hour prior to and one-half (½) hour after the session is over as excused time from their work assignment. They shall give their supervisor reasonable notice in advance of their desire to attend such meetings. Such participation shall be permitted unless the employee's attendance would interfere with the work of the Police Department.
- §4. The City shall release up to three officers of the PBA Executive Board to attend full PBA monthly meetings. **Officers who are "on duty" shall be permitted to be at the PBA monthly meeting for one-hour and must leave their police radio on and be ready to respond to a call. This hour shall not be charged to the PBA time provided for under this paragraph. However, if the other officer is there for more than one hour, then the time will be charged to the PBA time provided for under this paragraph.** With the approval of the Chief of Police, the City shall also release the PBA President or designee the right to attend to local PBA business so long as it does not interfere with Department operations. The release hours provided for under this paragraph shall be a total of 324 hours from January 1 through December 31 of a calendar year. Said hours shall be granted on January 1st and shall be available for use through December 31st of the same year so that the hours shall not roll-over from year to year. In the event there is a change in leadership during the calendar year, no new leave time shall be provided, and the new PBA President or designee shall only be entitled to the amount of leave time remaining in the calendar year.
- §5. The Chief of Police shall, upon 30 calendar days notice, release up to three officers of the PBA Executive Board, or their designees, to attend up to four annual PBA events, provided such time off does not unreasonably create a staffing shortage. Such authorization shall not be unreasonably withheld. **This release time shall not count toward the release hours set forth in paragraph 4 above.**
- §6. The PBA President or designee shall be permitted to attend the PBA seminar, sponsored by the State PBA and normally held in February, provided that the Chief of Police gives approval and that it does not result in any overtime costs.

§7. The City shall provide to the PBA the names and addresses of potential new employees. The City shall further permit two PBA representatives the sole right to meet with new employees for up to one hour immediately following the swearing in of the employees.

#### **Article 6 - Check Off and Representation Fee**

- §1. Pursuant to N.J.S.A. 52:14-15.9e, employees who are PBA members may authorize voluntarily and in writing to the proper disbursing officer of the City to have customary dues deducted from their compensation and paid to the PBA.
- §2. Pursuant to N.J.S.A. 34:13A-5.5, employees who choose not to be PBA members shall have deducted from their compensation a representation fee in lieu of dues up to 85% of regular membership dues, fees and assessments paid by PBA members for services rendered by the PBA. Said deduction will commence as soon as practicable after the employee's 60th day of employment in a bargaining unit position. Said monies, together with records of any corrections, shall be transmitted to the PBA Office during the month following the monthly pay period in which deductions were made.
- §3. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the PBA and approved by the City during the month following the filing of such card with the City.
- §4. If, during the life of this Agreement there shall be any change in the membership dues, the PBA shall furnish to the City two month's written notice prior to the effective date of such change.
- §5. The PBA shall furnish the City with a copy of its "Demand and Return System" which must be established and maintained by the PBA in accordance with the law.
- §6. The PBA shall indemnify and save the City harmless against all claims, demands, suits or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the PBA pursuant to this Article.
- §7. Any such written authorization may be withdrawn at any time by filing a written notice of such withdrawal with the City's Personnel Office. Withdrawals shall become effective 15 days after such filing.

#### **Article 7 - Bulletin Boards**

- §1. The City shall furnish suitable bulletin board space in the locker room and in the squad room to be used exclusively by the PBA. The only bulletin boards allowed to be used by an employee organization, identified as the bargaining agent for the police officers, being the PBA, shall be the one furnished to and used by the PBA. The City will allow the PBA to install a locking cover on its bulletin board at the expense of the PBA.
- §2. The PBA shall limit its postings of notices and bulletins to such bulletin board.
- §3. The PBA shall not post materials which may be profane, derogatory to any individual, or constitute election campaign material. All bulletins or notices shall be signed by the PBA president or designee.

- §4. Any material which the City alleges to be in violation of this Agreement shall be promptly removed by the PBA. The matter will then be subject to the grievance procedure for resolution.
- §5. PBA bulletin boards shall be maintained in a neat and orderly fashion.

#### Article 8 - Nondiscrimination

- §1. The City and the PBA shall apply the provisions of this Agreement equally to all employees without discrimination as to race, creed, color, national origin, ancestry, age, sex, marital or civil union status, familial status, religion, affectional or sexual orientation, atypical hereditary cellular or blood trait, genetic information, disability, liability for service in the United States Armed Forces or any other classification protected by Federal or State law.
- §2. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.
- §3. The City shall not interfere with the rights of employees to become PBA members. There shall be no discrimination, interference, restraint or coercion by the City or any City representative against any employee because of PBA membership or because of any employee activity permissible under the New Jersey Employer-Employee Relations Act of 1968, as amended, or this Agreement.
- §4. The PBA recognizes its responsibility as bargaining agent and shall represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.
- §5. Employees shall perform efficient work and use their best endeavors to protect the property and advance the welfare of the City and its interests, notwithstanding each employee's rights under the constitutions of the United States and the State of New Jersey.

#### Article 9 - Personnel Records

- §1. Each employee shall receive a copy of any reprimand or adverse documentation that becomes part of an employee's permanent record placed upon his/her personnel file and has the right to examine the file at any time convenient to the employee and the custodian of the file.

The employee shall acknowledge said material by signing the material. If the employee refuses to acknowledge such material, it may be included in his/her file if evidence is appended that he/she was given the opportunity to acknowledge and respond, but refused.

When an employee has given prior written authorization, or accompanies a PBA representative, the PBA representative shall be given access, by the custodian of the files, at a reasonable time to the personal record pertaining to the employee involved. The employee assumes any and all risks involved in such disclosure, and no employee of the City (nor the PBA nor any of its representatives) shall be held accountable for disclosing information in the files. The form of written authorization shall be provided by the City.

The Police Department will use a standardized method of recording employee performance to be implemented through appropriate departmental policies. These policies will identify the appropriate supervisory forms to document commendations and corrective action.

No documentation will become part of the employee's administrative file or personnel records without notice to said employee. The employee will also be given the opportunity to receive a copy of the documentation and respond to its content if the employee so desires. If an employee receives a commendation from a citizen or supervisor, the employee will be notified and a copy will be placed in the employee's administrative file.

- §2. The City shall protect the confidentiality of personnel files and other similar documents, except that the City may use such personnel files and other similar documents in connection with its function as a public employer.
- §3. Except for complaints of a criminal or quasi-criminal nature, any job-related complaints regarding an employee made to any member of the City administration or supervisory personnel shall be called to the attention of the involved employee. Such employee shall have the right to respond and/or rebut such complaint.
- §4. Medical records are covered by the Federal Confidentiality.

#### Article 10 - No-Strike Pledge

- §1. Neither the PBA nor any person acting on its behalf will cause, authorize or support any strike (e.g., the concerted failure of employees to report for duty, willful absence from their positions, work stoppage or abstinence in whole or in part from the full, faithful and proper performance of the employee's employment duties), slowdown, walkout or other job action against the City.
- §2. The participation in any strike or strike-related activity as specified above shall constitute a material breach of this Agreement, and such participation by any employee shall be grounds for termination, subject to the grievance procedure set forth in this Agreement.
- §3. The PBA will actively discourage employees from participating in any strike or strike-related activity as specified above and take whatever affirmative steps are necessary to prevent or terminate the same.
- §4. 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 PBA or its members.

#### Article 11 - Salaries

- §1. Employee salaries shall be paid as follows:
  - a. Effective January 1, 2015, a new wage guide shall be in effect. The new wage guide is attached hereto as Exhibit "A" and made a part hereof.
  - b. Effective January 1, 2015, each officer shall be placed on the wage guide at a step closest to their salary as of December 31, 2014, without the officer losing any base salary wages.
  - c. The officer shall remain on that step until the officer's years of service are commensurate with the step number upon which they have been placed.
  - d. On the January 1st following the year which the officer's years of service are commensurate with the step number on which they are placed, the officer shall proceed to the next step. For example, if, on January 1, 2015, an officer with 16 years of experience is placed on step 18 of the new



wage guide, that officer will remain on step 18, moving horizontally across the wage guide until December 31, 2017. On January 1, 2018, the officer will move to step 19.

- e. In no event shall step placement result in an officer receiving less money than he/she has already received as of the date of the signing of the Memorandum of Agreement.
  - f. **No retroactive pay shall be provided for calendar year 2015.**
  - g. Effective January 1, 2016, the wage guide shall increase as is set forth in Exhibit "A".
  - h. Effective January 1, 2017, the wage guide shall increase as is set forth in Exhibit "A".
  - i. **Effective January 1, 2018, the wage guide shall increase as is set forth in Exhibit "A".**
  - j. All officers shall receive compensation as set forth in the scatter gram of officers attached hereto as Exhibit "B".
  - k. Any officer who has terminated employment, not in good standing, prior to the execution of this contract shall not be entitled to any retroactive pay increases.
  - l. All step movement, as provided for above shall continue upon expiration of this agreement, until a successor agreement is agreed upon by the parties.
- §2. In lieu of Shift Differential, the City shall pay employees, for the term of this Agreement, in addition to regular salary a weekly fixed amount as follows:

Patrol Division Employees: \$14.00

Non-Patrol Division Employees: \$10.00

Reassignment to the patrol division will warrant receipt of the in lieu of Shift Differential for employees if the majority of the work week is in said division.

- §3. All employees shall receive base pay in an amount equal to their annual salaries divided by the number of pay periods per year regardless of the amount of hours worked exclusively under the new work schedule. Notwithstanding the above, when an employee separates from employment, the last pay shall be adjusted for any previous overpayment or underpayment resulting from the annualization of base pay.

#### Article 12 - Pay Period

- §1. The City shall pay wages to employees weekly which shall normally be on Friday. Should payday occur on a holiday, paychecks shall be issued on the day preceding the holiday.
- §2. The City shall endeavor to provide as much information on the paychecks that the employees desire within the capabilities of the computerized payroll system. Pay receipts currently specify:
- a. base pay.
  - b. overtime pay.
  - c. other payments, hours and entitlements.
  - d. accrued benefit time.
  - e. deductions.
  - f. year-to-date deductions.
- §3. The City shall provide each employee with a computation of base hourly rate of pay for each year of the life of this Agreement.

- §4. The City will provide the Police Department with paychecks on Thursday after 3:00 pm to be released Friday morning for those employees on the Thursday second and third shift only, unless that day be a holiday and then payment is to be made on the day preceding the holiday. The Police Department must provide a weekly list of affected employees (employees who are working those shifts) and who will be entitled to receive their check on Friday mornings. Paychecks will be calculated and paid in accordance with present practice.
- §5. All employees shall be enrolled in a Direct Deposit plan in accordance with procedures of the Comptroller's Office. After the Direct Deposit plan is implemented, paystubs may be issued on paper or paperless as determined by the Comptroller's Office.

### Article 13 - Vacations

- §1. Employees shall receive the following annual vacation leave with pay, except as otherwise provided:
- a. 8 hours for each month up to one year of service.
  - b. 120 hours after one year and up to five years of service.
  - c. 144 hours after five years and up to 10 years of service.
  - d. 168 hours after 10 years and up to 15 years of service.
  - e. 192 hours after 15 years and up to 20 years of service.
  - f. 200 hours after 20 years of service.
- §2. Effective 2009, eight hour shift employees shall receive an additional eight vacation leave hours for subsections (b) through (f) in Section 1 above. In the event the City reverts from the modified work schedule back to the previous work schedule for the patrol division, these additional eight hours of vacation leave shall be eliminated so that eight hour employees receive the same vacation leave as patrol division employees.
- §3. Where in any calendar year the vacation or any part thereof is not granted and taken by reason of pressure of Police Department business, as determined and approved by the Director of Public Safety, Chief of Police or designee, such vacation periods or parts thereof not granted shall accumulate and shall be granted and may be taken during the next succeeding calendar year only. **Nevertheless**, the City shall carry over vacation hours of **one shift or less**. Employees may carry over to the following calendar year any vacation time not used due to a worker's compensation injury.
- §4. Vacations shall be granted by seniority and, so far as practicable, as desired by the employee. All vacation requests shall be submitted prior to May 1st of each year and, for vacation leave desired prior to May 1st, the request shall be submitted at least 10 days prior to the desired leave. The Chief of Police or designee shall respond to a vacation request within 10 days of receipt of the request.

Employees shall select vacation leave in one week blocks, which shall not exceed two nonconsecutive weeks. Employees may request consecutive vacation leave of more than two weeks. After an employee's first selection of weeks, the selection process shall move to the next senior employee. After the first two weeks have been submitted by each employee, the second time the vacation book is received, the employee may submit remaining vacation time, if desired. Employees may request a change of approved vacation by requesting a schedule change 10 days prior to the requested vacation date. The Chief of Police or designee shall not unreasonably deny a request for vacation change.

- §5. The above applies to all employees, except that new employees may not use these earned days until the completion of 90 days employment with the City. In the event that special extraordinary circumstances exist, the new employee may use earned and accrued days prior to the completion of said 90 day employment upon approval of the Chief of Police or designee. Should a new employee be unable to take time off because of the 90 day provision, said eligible time will be allowed to be carried over to the succeeding year.
- §6. Vacation pay will be granted to employees terminating their employment. The number of vacation days to be granted will be the proportional number accrued during the year of termination. An employee's rate of vacation pay shall be based on the employee's regular base rate of pay.
- §7. Employees may take three single vacation days a year. Employees may split two of these vacation days into half days for a total of up to four half vacation days. Half vacation days shall be taken at either the first or second half of the shift at the request of the employee.
- §8. An employee who commences employment during the first 15 days of the month shall be credited with having worked a full month for the purposes of vacation computation. An employee who commences employment on the sixteenth day of the month or thereafter shall not be credited with working said month for the purposes of vacation computation.

#### Article 14 - Holiday Pay

This benefit has been eliminated through negotiations. Any newly declared federal or state holiday shall be rolled into base salaries in the second year of said holiday's existence provided that said holiday becomes an annual event.

#### Article 15 - Education and Training Incentives

Advanced training and education achievement are considered important factors in the professional development of employees. The base salaries in Exhibit "A" shall reflect the successful attainment of college credits or degrees.

#### Article 16 - Travel Allowances

- §1. The City shall reimburse employees for their necessary travel expenses incurred while on City business consistent with the Travel Policy of the Policy Manual. Employees are expected to work the length of a normal work day while traveling, and no overtime shall be worked unless authorized and pre-approved by the Department Head.
- §2. Employees shall be reimbursed mile for mile for the use of their personal vehicles while on City business at the prevailing IRS rate. **In order to receive reimbursement, employees shall complete and submit the appropriate travel form pursuant to City Policy No. 4250.**
- §3. **In the event an employee on worker's compensation must attend a doctor's appointment that is more than an hour away for treatment of that injury, the employee will have the use of a City vehicle.**

### Article 17 - Court Time

Any employee who is required to appear during non-working hours in any court of competent jurisdiction including New Jersey State Departmental Divisional hearings, shall be compensated for such hours or two hours, whichever is greater. Such compensation shall be at the overtime rate of pay portal to portal.

### Article 18 - Sick Leave

§1. Service Credit for Sick Leave. All employees shall be entitled to sick leave with pay as specified hereunder.

- a. Sick leave for purposes herein is defined to mean absence from work of an employee because of personal illness by reason of which such employee is unable to perform the usual duties of his/her position. Sick leave may be used by employees who are unable to work because of:
  - i. Personal illness or injury.
  - ii. Exposure to contagious disease.
  - iii. Care for a reasonable period of time of a seriously ill member of the employee's immediate family. "Immediate family" is defined by N.J.A.C.4A:1-1.3 as employee's spouse, child, step-child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relatives residing in the employee's household. In addition, the City recognizes step-father and step-mother as part of the immediate family. This includes care for a child unable to attend school or a day care facility for medical reasons and no other person is available to care for employee's child.
  - iv. Death in the employee's immediate family for a reasonable period of time.
  - v. **In an emergency situation, where an officer is faced with an issue of unanticipated childcare, an officer may utilize sick leave to provide childcare provided, however, that the utilization of that time does not cause staffing levels to drop below minimum manning. In the event one or more officers are impacted at the same time (i.e., due to a school closure) and release of multiple officers would cause the staffing levels to go below minimum manning, the officer leave requests shall be granted in the order of seniority with the most senior officer's request granted first. In the event that an officer uses sick leave for this purpose, the City has the right to require proof from the officer that the time was utilized due to an emergent situation relating to unanticipated childcare. If the officer cannot provide proof, the officer shall not receive compensation for any time taken due to the childcare issue.**
- b. The PBA shall actively discourage the abuse of sick leave by employees.
- c. The City, through the Chief of Police or designee, may adopt such sick leave and verification policies from time to time to control sick leave abuses as it may determine necessary. Patterns of absences may be considered abuse and shall include but not be limited to an employee being absent on the same day each year or excessive absences that extend non-working shifts or other leave time.

§2. Amount of Sick Leave. An employee commencing employment during the first 15 days of the month shall earn eight hours, and an employee commencing employment on or after the 16th day of the month shall earn four hours for said month. Thereafter, sick leave with pay shall accrue to any full-time employee on the basis of eight hours per month during the remainder of the first calendar year of employment and 120 hours in every following calendar year, pursuant to N.J.A.C. 4A:6-1.3 as long as the employee remains actively employed. If the employee terminates, the 120 hours shall be prorated at 10 hours for each 160 hours of employment.

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

Any on-duty employee not using any sick leave in a given calendar year may elect to be paid for 16 hours and said hours shall be deducted from said employee's total sick leave hours.

§3. Reporting of Absence on Sick Leave. If an employee is absent for reasons that entitle him/her to sick leave, his/her shift commander shall be notified prior to the employee's starting time, in accordance with Department rules and regulations.

- a. Failure to so notify his/her shift commander may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.
- b. Absence without notice for five consecutive days shall constitute a resignation not in good standing.

§4. Verification of Sick Leave. An employee may be required to submit medical evidence substantiating the illness from a physician acceptable to the City when the employee is absent on sick leave for five or more consecutive days, 10 or more days in one calendar year or whenever there is reason to believe that the employee is abusing sick leave. The City may also require such an employee to be examined by a physician designated and paid for by the City. Sick leave used concurrently with FMLA or FLA leave shall not be considered sick leave abuse.

- a. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required prior to the employee's return to work.
- b. The City may require an employee who has been absent because of personal illness, as a condition of his/her 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 of other employees.

§5. Injury Leave. If any employee is incapacitated and unable to work because of any injury sustained in the performance of his/her police duties, as evidenced by certificate of a City-designated physician or other physician acceptable to the City, he/she shall be granted in addition to his/her annual sick leave with pay or any accumulations thereof, leave of absence with pay for a period of 365 calendar days or so much thereof as may be required, as evidenced by certificate of the City-designated or accepted physician, but not longer than a period of which workers' compensation temporary disability payments are allowed. If at the end of such 365 calendar day period the employee is unable to return to duty, a certificate from the City-designated or accepted physician shall be presented, certifying to this fact, and the employee may elect, if he/she so desires, to use all or any part of the sick leave accumulated to supplement compensation payments so that combined compensation payments and sick leave allowance will approximate the employee's regular basic wage or salary payment.

During the period in which the full salary or wages of any employee on disability leave is paid by the City, any compensation payments made to or received by or on behalf of such employee shall be deducted from the amount carried on the payroll for such employee or shall be assigned to the City by the insurance carrier or the employee.

(M)

Whenever the City-designated physician or accepted physician shall report in writing that the employee is fit for duty, such disability leave shall terminate and such employee shall forthwith report for duty.

Furthermore, if an employee, during the period of his/her disability is fit to perform "other" light duties, the City may, at its discretion, allow or require such employee to perform these light duties. The employee's ability to perform such light duties shall be determined by a City-designated or other physician acceptable to the City.

Any employee on injury leave resulting from injury while on duty shall continue to accrue sick leave credits while he/she remains on the payroll.

#### Article 19 - Funeral Leave

- §1. Employees shall receive leave with pay for up to a maximum of five days in the event of the death of the employee's spouse, **civil union spouse**, domestic partner, son, daughter, mother, father, step-mother, step-father or step-child.
- §2. Employees shall receive leave with pay for up to a maximum of three days in the event of the death of the employee's grandfather, grandmother, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchildren, grandparents of the spouse or step family members. Should funeral services for the deceased hereunder be held more than **400** miles away from the City of Vineland, then such funeral leave shall be for a maximum of five days.
- §3. To be eligible for funeral leave, the employee must attend the funeral services. At the discretion of the employee, funeral leave shall be contiguous and consecutive to either the date of death or the date of the funeral services, whether the days are working or non-working. Funeral leave requests shall be subject to the approval of the Chief of Police, which shall not be unreasonably denied.

#### Article 20 - Personal Leave

- §1. Eight hour shift employees shall be credited 32 personal leave hours annually and 10.75 hour shift employees shall be credited 32.25 personal leave hours annually at the beginning of each year. Personal leave shall not change during the year due to a schedule change. Employees in their first and final year of employment shall earn eight personal leave hours quarterly provided the employee is on the payroll for at least 60 consecutive days between each quarterly period as follows:
  - a. January 1 and March 31.
  - b. April 1 and June 30.
  - c. July 1 and September 30.
  - d. October 1 and December 31.
- §2. Personal leave shall not accumulate from year to year.
- §3. Employees shall request personal leave use with five days written notice to the Chief of Police or designee with a copy to the immediate supervisor. At least one personal leave shift shall be given priority consideration annually as requested by the employee. Priority requests shall be made with at least one hour verbal or written notice. Employees may also request to split one personal leave shift annually in half-shift increments to be used at either the start or end of the shift.

- §4. Personal leave requests shall be granted if the Chief of Police or designee determines that the employee's absence will not interfere with the proper conduct of the Department. The Chief of Police or designee may waive notice requirements in emergency circumstances. However, employees shall provide as much notice as possible pursuant to the procedure set forth in Section 2.
- §5. Employees who separate employment and use credited personal leave that is not earned shall be liable to the City for such unearned personal leave pursuant to the earning criteria set forth in Section 1.
- §6. New employees may not use personal leave until completing 90 days employment, unless in emergency circumstances, the Chief of Police or designee approves such use. Personal leave not used due to the 90 day provision shall be carried over to the succeeding year.

#### Article 21 - Leave of Absence and Military Leave

- §1. Any employee desiring leave without pay for personal reasons shall make a request in writing to the Director of Public Safety not less than two weeks in advance of the date for which such leave is desired, except in the event of an emergency, stating the reasons for the leave and the time requested. Leaves may be granted or denied at the discretion of the City and shall not be unreasonably or arbitrarily denied.

Employees may not be gainfully employed during the period of such leave. Falsification of the reason for leave or failure to return promptly at the expiration of a leave shall be considered reason for summary discharge. Leaves shall be granted or denied in writing.

- §2. Military Leave shall be administered in accordance with applicable law. **Specifically, in accordance with N.J.S.A. 38A:4-4, an employee shall be entitled to a leave of absence from his or her respective duties without loss of pay or time on all days during which he or she shall be engaged in any period of State or Federal active duty; provided, however, that the leaves of absence for Federal active duty or active duty for training shall not exceed 90 work days in the aggregate in any calendar year. Any leave of absence for such duty in excess of 90 work days shall be without pay but without loss of time. Therefore, the City shall pay the difference between City pay and military pay to an employee up to a maximum of 90 working days in a calendar year. Any leave beyond 90 working days in a calendar year shall be without pay from the City. In the event an employee is deployed in a conflict overseas, the City shall compensate the employee the difference between his/her military pay and what the employee would have made with the City during the period of the employee's deployment so that the employee will not lose any pay during his/her period of deployment.**
- §3. Family Leave shall be administered in accordance with applicable law. **Employees taking FMLA leaves and/or NJFLA leaves will be required to use accrued sick leave, personal leave, vacation and all other administrative leave concurrent with the approved leave. Eligible employees must provide prior notice, if possible, to the Director of Public Safety, or his designee, if requesting a leave of absence under this Act. The City has a right to request that an employee provide a certification issued by a licensed health care provider in order to verify necessity of leave. Any qualifying condition shall be designated as leave pursuant to FMLA and/or NJFLA.**

## Article 22 - Clothing and Uniform Maintenance Allowances

- §1. The City shall pay any employee assigned to a non-uniformed position, excluding those assignments specified in Sections 2 and 3 of this Article an annual clothing maintenance allowance of \$1,450.
- §2. **The City shall pay any employee assigned to Narcotics an annual uniform maintenance allowance of \$1,200.**
- §3. The City shall pay any employee assigned to a uniformed position, Street Crimes, Safe Streets or Bike Patrol an annual uniform maintenance allowance of \$1,000.
- §4. Allowances shall be paid once annually in the first payroll period of December. If an employee works less than one full year, then such allowance shall be prorated for the period worked.
- §5. Employees shall maintain their clothing and uniforms in good and clean condition.

## Article 23 - Overtime

- §1. Those hours worked when any employee is called in for specific duty assignment from an off-duty or from between work shifts or when required to work beyond the end of a regularly scheduled shift shall be computed at one and one-half (1½) times the regular rate of pay.

All time to be paid at the overtime rate of pay shall be recorded after a minimum eight minutes are worked and shall be paid in quarter hour increments. Thus, if an employee works 8-22 minutes beyond the shift, the employee will be paid for 15 minutes, 23-38 minutes beyond the shift, the employee will be paid for 30 minutes, etc. No hours shall be worked which would require the overtime rate of pay unless said hours have been specifically authorized by the Shift Commander or designee prior to being worked.

The use of personal leave, sick leave, vacation leave, compensatory time and other paid leave shall not count toward hours worked for the purpose of determining overtime when employees work continuously past their normal stop time. Except that at the employee's option, the employee may elect to be charged for the paid leave/compensatory time taken and all hours worked in excess of the employee's regularly scheduled shift shall be paid at the employee's normal overtime rate.

- §2. Employees called in for unscheduled work during non-working hours shall be paid the prevailing overtime rate but with a minimum pay of three hours at the overtime rate, unless the work continues into their regularly scheduled shift, in which case the minimum pay provision shall not apply.
- §3. The completion and maintenance of accurate reports of investigations is essential to the proper conduct of the Police Department. Employees shall not be called back to work to correct a report or file once said report/file has been submitted to and approved by the shift supervisor or designee as shown by the supervisor's/designee's signature or initials. If after approval of said report/file a substantive error is noted and correction is needed and re-call of the employee is deemed necessary, such employee shall be paid overtime for hours worked or a fraction thereof.
- §4. Mandatory overtime shall be assigned as determined by the Chief of Police or designee. Other overtime shall be first made available to off-duty employees from the shift that is short. If no off-duty employee is available, then the overtime shall be offered to other employees. Overtime shall be assigned based upon a rotating schedule to equalize the opportunity for overtime for all employees.



The Police Department shall keep records of such assignments, and the records shall be available for employees to examine in the event a conflict or question should arise. Nothing herein shall preclude the assignment of overtime to a specific employee whose special skill or qualification is necessary.

- §5. **On-Call for Detectives.** Two detectives will be scheduled to be on-call from Saturday 12:00 am to Monday 7:00 am. During those 55 hours, the detectives will be compensated for eight hours of pay at their normal hourly rate, whether they are called in or not. If the detectives are utilized during those 55 hours, the detective shall be compensated at the applicable rate for all hours actually worked which shall be separate from the eight hour on-call pay. No minimum "call in pay" shall apply. On-call will be scheduled by seniority, beginning with the first two detectives and rotating each week until restarting at the most senior detective. Detectives will not be on-call prior to or during a scheduled week off. On-call weekends can be swapped amongst detectives through the approval of their supervisor. The department shall make reasonable attempts to contact the on-call detectives. The on-call detectives will be required to acknowledge requests to come to work within 15 minutes via phone or in person to their on-call supervisor. The employee must be within a one hour traveling distance to the department and is required to notify their supervisor immediately for any additional delay over one hour. In the event the on-call detective does not respond to or report for duty when required on his "on call" weekend, the detective shall forfeit his eight hours of compensation and shall be subject to disciplinary action.

At the discretion of their supervisor, on-call detectives may not be required to respond to a call-in due to the status/workload of any previous call-ins or the need for a detective(s) who has specialized training (i.e., Arson and Digital Forensic Investigators). For the purpose of this article, detectives shall mean those detectives specifically assigned to the Detective Bureau. Detectives on-call will not be able to work any supplemental overtime during the period they were on-call.

- §6. Notwithstanding any other provisions of this Agreement, those employees required to appear for briefing time prior to the start of a shift shall be compensated, on a minute for minute basis, at straight time unless the additional time spent in briefing results in the employees actually working more than 171 hours in a 28 day cycle in accordance with FLSA §7(k). Upon implementation of a 10.75 hour shift schedule, payment for ordinary briefing time regularly and usually provided at the start of routine shifts shall cease.

The mere fact that an employee works more than 40 hours in any given work week solely by working regularly scheduled or extra duty hours shall not entitle the employee to receive overtime at time-and-one-half for such time worked. That is, overtime shall not be granted simply because an employee works in excess of 40 hours in any given week particularly when it exists by virtue of the implementation of the new alternative schedule. Extra duty jobs such as HUD, DWI enforcement, Make-It-Click, etc. derived from grants or programs shall be paid in accordance with the grant or program. Employees shall be paid at the overtime rate if the grant or program requires such payment. All time worked, whether on regular schedule or extra duty shall be accumulated as required by the FLSA for overtime purposes. If some time worked was previously paid at the overtime rate, such as extra duty hours, such overtime payment shall be used as a credit against FLSA overtime owed. It is noted that only regular time worked shall count towards an approximate yearly average of 2080 hours. Some employees will surpass the 2080 hours and some employees will fall below the 2080 hours but it is generally understood that all employees over a period of time shall work an approximate average of 2080 hours so long as no employee is required to be reimbursed for any regular time worked in excess of 2080 hours per year and likewise. No liability will be incurred by either the City or the employees for time worked greater than or less than 2080 hours per year.

Overtime shall be paid to any employee who works in excess of 171 hours in a 28 day work cycle in accordance with the FLSA §7(k) provision. Overtime in this case shall be at time-and-one-half as is currently practiced.

#### Article 24 - Work Week

- §1. Employees shall work a 40 hour work week. For the purposes of this Agreement, work week shall be defined as the seven-day period commencing Sunday and ending Saturday. Nothing herein contained, however, shall be construed to guarantee any employee any number of consecutive days off during any work week.
- §2. The current scheduling practice at the Department is in compliance with the 40 hour workweek provision as negotiated and such schedule does not result in any claim for overtime unless work is performed beyond the normal schedule and as provided in Article 21.
- §3. An employee shall receive no less than seven working days notice of any change in his/her work schedule unless such change is due to an emergency situation and ordered by the Chief of Police.
- §4. Employees shall only perform duties consistent with the definition specified by Civil Service.
- §5. In accordance with the Side Bar Agreement executed by both parties dated September 27, 2010, the work schedule shall be as follows:

The four-days on, four-days off work schedule shall continue for the patrol division consisting of 10.75 hour work days and an annual allotment of 15 eight hour training days to be structured by the City. Eight hour training days may be substituted for work days at the discretion of the Chief of Police.

The City of Vineland and PBA Local 266 have negotiated an alternative 4 on 4 off schedule, consisting of a 10.75 hour work day, and said work schedule shall remain in full force and effect until and unless otherwise negotiated pursuant to New Jersey law. It is recognized by both parties that New Jersey law and applicable law under the New Jersey Public Employment Relations Commission that this schedule is mandatorily negotiable. Both parties recognize that this schedule has been in effect of over six (6) years and has been mutually negotiated and practiced for six (6) years between the parties. Should for some reason, that the schedule revert back to the old 5 on 2 off, 8 hour work day without the consent of PBA Local 266, the City and the PBA agree that the City shall reinstitute briefing time and pay all officers for their attendance for briefing time as referenced in Paragraph 6 of Article 24 – Work Week.

- §6. The City or the Police Administration and the PBA shall also mutually monitor overtime, sick time and other leave time on a monthly basis. The parties shall meet once per month or as often as reasonably practicable following the institution of the new shift schedule to discuss the status, identify any and all issues (negative and/or positive) and shall work together to resolve any and all issues in a favorable and amicable manner.

The City, Police Administration and the PBA may also hold quarterly formal meetings to review the status of the new shift schedule, discuss any and all issues present, and shall otherwise work together to resolve any and all issues as previously stated.

In the event of reversion to the prior 5 days on, 2 days off work schedule, all adjustments to contractual paid time off benefits will be reverted and all briefing time and extra personal day provided in the present Collective Bargaining Agreement shall be reinstated.

#### Article 25 - Retirement

- §1. Employees retiring either on the regular pension or disability shall be paid for all accumulated vacation.
- §2. In case of death of an employee, the surviving spouse, beneficiary or estate shall be paid for all accumulated vacation, sick leave and compensatory time.
- §3. At retirement, the City shall pay each employee 50% of all accrued and unused sick leave pay up to a maximum of \$15,000.

This supplemental compensation payment shall be computed at the rate of one-half ( $\frac{1}{2}$ ) accumulated unused sick days multiplied by the eligible employee's daily rate of pay which is based upon the average annual base compensation received during the last year of his/her employment, prior to the effective date of his/her retirement, provided however, that no such lump sum supplemental compensation payment shall exceed the amounts as specified above.

- §4. Payment shall be made promptly if funds are available, but no later than one month after the final adoption of the City budget for the year succeeding the effective date of retirement of the employee.

#### Article 26 - Health Benefits

- §1. The City shall pay the premiums for all health, prescription and dental insurances set forth in this Article except for any employee contribution or co-pay set forth herein or required by New Jersey law.
- §2. The City shall provide health insurance to all employees and their eligible dependents. The benefits are more specifically provided for and explained in a brochure available to employees.

**The parties agree to meet during the term of this contract to discuss implementing an alternative health benefit plan with the intent being to achieve a cost savings for both the City and the PBA members. In the event an alternative benefit plan is not agreed upon during the term of this agreement, the PBA shall not be entitled to any step movement or increases effective January 1, 2019.**

- §3. The City shall provide a generic prescription plan including insulin syringes for employees and their eligible dependents. A federally approved generic equivalent, if available, will be dispensed for name brand unless an employee's physician specifically requires name brand. An employee who receives name brand when generic is available shall pay the cost difference between the name brand and generic, except if the attending physician specifies no substitute for name brand. This cost will not be applied to the employee's deductible. Co-pays are as follows:

Name brand, including mail-order: \$25.00.

Generic, including mail-order: \$15.00.

- §4. Employees who retire with at least 25 years of service shall receive the same prescription coverage as active employees, which may change from time to time, until said employee:
- a. Obtains employment having prescription coverage comparable to active employees. However, retired employees may re-enroll in the City prescription program given to active employees should said employment cease; or
  - b. Becomes eligible for a federal or state prescription program, such as Medicare.
- §5. The City shall provide a basic dental care plan for all employees and their eligible dependents. The selection of plans are a customary Delta 50/50 Dental Plan, Delta-Flagship Health Systems, Inc., Delta Preferred Provider Option or their successors.
- §6. **The City retains the right to select the insurance carrier or to be self-insured for the provision of any of the medical benefits, including vision and dental, so long as the level of benefits or any administrative procedures from those currently in place are substantially similar.**
- §7. Employees on approved Leave of Absence are responsible for **their contribution toward health benefits in accordance with state law and City policy.**
- §8. All employees shall pay a cost contribution for Health Insurance Plan coverages in accordance with P.L. 2011, Chapter 78, Pension and Health Benefits Reform Law adopted June 28, 2011, or applicable law. Payments shall be made by the way of withholdings from each employee's payroll checks. The City shall establish and adopt a Section 125 Plan so that said contribution would be 'pre-tax'.
- §9. **Waiver of Health Benefits. The City offers a cafeteria plan pursuant to Section 125 of the Internal Revenue Code, whereby employees who receive health benefits from an entity other than the City may waive City provided health benefits and receive an incentive as follows:**

	Medical	Prescription
Family Coverage Incentive:	\$1,500	\$1,000
Husband/Wife Coverage Incentive:	\$1,300	\$650
Parent/Child Coverage Incentive:	\$1,400	\$650
Single Coverage Incentive:	\$750	\$400

The waiver incentive shall be considered a supplemental pay and subject to a flat tax in accordance with IRS rules. The City's policy to allow employees to waive coverage and the amount of the incentive is not negotiable and is subject to change from time to time. The City also reserves the right to discontinue the waiver payment at any time. In addition, in the event spouses or civil union partners are both employed by the City, health insurance coverages provided herein, including but not limited to the Prescription Plan, shall be afforded to only one designated spouse with the other spouse covered as a family member. Further, eligible children can only be covered by one participating subscriber. No waiver payment shall be paid to any employee whose spouse or civil union partner is also employed by the City and receives his/her health insurance from the City.

Employees who waive coverage under these provisions may immediately resume City provided health benefits if they lose their health benefits with the other entity.

## Article 27 - Grievances

Should any grievance arise during the term of this Agreement, such grievance shall be submitted to the following procedure. For the purposes of this Agreement, a grievance is defined to be any controversy arising from the interpretation, application or violation of policies, agreements and administrative decisions which affect any employee.

- Step 1: On behalf of an aggrieved employee, the PBA Representative shall submit the grievance in writing to the Chief of Police within 10 calendar days after the occurrence of said grievance. **Copies of the grievance shall also be provided to the Director of Public Safety and to the Business Administrator.** If the grievance is not filed in writing, the employee shall be barred from proceeding further with said grievance. If the grievance is filed in writing, the PBA Representative and Chief of Police shall forthwith attempt to settle the grievance. If the PBA Representative and Chief of Police fail to settle the grievance, the grievance shall proceed to Step 2.
- Step 2: If no adjustment has been reached at Step 1, then within five days after Step 1, the PBA Representative shall take the matter up with the Director of Public Safety and every effort shall be made to reach a mutually satisfactory solution. Failure of the Director of Public Safety to resolve the matter within 30 working days shall constitute a denial of the grievance.
- Step 3: If the grievance is not resolved at Step 2, the PBA or City may refer the matter to arbitration as stated below, provided that written notice is given to the other party within 45 days of the Step 2 answer. If 45 days written notice is not given, then the grievance answer shall be considered as accepted between the parties, and arbitration shall not be available as a remedy.
- a. Any party wishing to remove a grievance to arbitration shall notify PERC that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the City and the PBA. If the City and the PBA cannot mutually arrive at a satisfactory arbitrator within 30 days after receipt of the list from PERC, the Commission shall select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement and applicable Civil Service rules and regulations, and render his/her award in writing, which shall be final and binding. The cost of the arbitrator's fee shall be shared equally by the City and PBA. Any representative or officer of the PBA required in the grievance procedure to settle disputes on any arbitration shall be released from work without loss of pay for such purpose and any witness reasonably required shall be made available during working hours without loss of pay for the purpose of disposing of any grievance or arbitration matter.
  - b. The arbitrator shall limit himself/herself to the interpretation and application of the terms of this Agreement and to the issues submitted to him/her and consider no other.
  - c. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement or impose on any party thereto a limitation or obligation not provided in this Agreement.
  - d. Grievance matters shall proceed to arbitration only if submitted by the City or PBA.
  - e. The grievance procedure shall apply to any alleged violation by an employee of any rule, regulation or policy for the direction of the working force of the Police Department as promulgated by the City or its designated representatives pursuant to the management rights clauses of this Agreement.

### Article 28 - Police Bill of Rights

- §1. Employees 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.
- §2. The wide ranging powers and duties given to the Department and its employees involve them in all manner of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of employees. These questions may require immediate investigations by superior officers. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:
- a. The employee shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the employee of the allegations should be provided. If it is known that the employee is being interrogated as a witness only, he/she should be so informed at the initial contact.
  - b. The questioning shall be reasonable in length. Reasonable respite shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.
  - c. If an employee is under arrest or is likely to be, that is, if he/she is a suspect or the target of a criminal investigation, he/she shall be immediately warned of all of his/her constitutional rights pursuant to the Constitution of the United States and the State of New Jersey and be immediately permitted to consult with counsel of his/her own choosing prior to any questioning taking place.
  - d. Employees shall have access to their individual personnel file upon reasonable notice to the Chief of Police or designee.
  - e. The City shall continue to abide by the guidelines imposed by the New Jersey Attorney General's office for internal affairs investigations.

### Article 29 - Equipment

All new vehicles purchased after the signing of this Agreement for the Patrol Division shall have safety screens installed. The City shall continue to provide and maintain safe equipment for use by employees. The City shall provide and maintain the following equipment:

- a. Body Armor: To be replaced when needed.
- b. Portable Radio: Shall be provided to each employee on duty.
- c. Safety Screens: Shall be in each vehicle for the patrol division.

### Article 30 - Canine Officers

Effective January 1, 2016, the City agrees to pay officers assigned to the Canine Unit for their personal care of the dog and the facilities in which the dog resides a stipend per annum. This annual stipend shall be four hours pay a week at the New Jersey Prevailing Minimum Wage rate an hour (currently \$8.38/hour) for 52 weeks in a year. The annual stipend shall be pro-rated for the period of time during which the officer is assigned to serve as a member of the Canine Unit. The four hours pay a week shall not be paid or be counted toward contractual overtime, but rather shall be paid as straight time at the New Jersey Prevailing Minimum Wage rate per hour under the applicable provisions of the FLSA, Section 7(K).

Payment made by the City is intended to cover the cost of normal feeding, care and grooming of the dog. It is further understood that the cost for food, veterinary care materials and boarding away from the officer's residence when necessary shall be paid by the City to a kennel of quality reputation of the City's choice. If a kennel is used, no grooming and care compensation will be paid to the employee during the period of time the canine is at the kennel.

Canine Officers shall work their normal duty shift and shall not be granted any on-duty time, nor released early from their normal work shift to care for the canine. However, where possible, the medical care of the canine will be scheduled during regular shift time.

#### Article 31 - Extracontractual Agreements

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

#### Article 32 - Severability

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

In the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within 30 days of written notice by either party to the other to negotiate concerning the modifications or revision of such clause or clauses.

#### Article 33 - Seniority

Seniority shall be the determining factor regarding vacation selection, personal leave requests, work breaks and assignment of vehicles.

Seniority shall be defined for the purposes of determining vacation, shift assignment, days off, and for other purposes relating to terms and conditions of employment and benefits thereto as time and service with the Police Department by order of badge number.

Shift assignments shall be fixed and shall not be on a rotating basis provided, however, the Chief shall have the right to reasonably reassign personnel to different shifts as the needs of the Department require. It is noted that the Management Rights Article in this Agreement is hereby recognized and that the Chief of Police has the authority to deploy and assign manpower. Pursuant to said Management Rights article, the Chief of Police shall assign employees to various shifts as he determines to be in the best interests of the Department. In making this determination, the Chief will take into consideration each employee's seniority within the Police Department and, with all things being equal and all qualifications being equal, the selected preference and reasons for the selective preference of each employee for shift assignment. Preferences shall be provided to the Chief of Police by the PBA, immediately; and shall be provided to the Chief of Police no later than **November 1** of any given calendar year hereinafter to deal with any change in shift assignments. Likewise, the Chief or designee shall, except in the case of an emergency, notify the PBA of any changes in shift assignments at least 30 days prior to such change.

The PBA recognizes that the Chief of Police must ensure that the proper complement of employees combined with their varying experience and qualifications are deployed in an appropriate manner to maintain the efficiency of the Police Department.

#### **Article 34 - Safety Committee**

A Safety Committee composed of three City representatives and three PBA representatives shall meet at least once per year or at the request of either party. Said committee shall review safety conditions and make recommendations for their improvement. The City shall endeavor to provide conditions of work which are both safe and healthy in conformity with all federal, state and local laws. Failure by employees to abide by safety regulations will result in disciplinary action.

#### **Article 35 - Random Drug Testing**

Any random drug testing administered by the Police Department shall maintain the privacy of an employee's personal information via a sealed envelope and comply with all applicable law, notably the Americans with Disabilities Act and the Federal Confidentiality Act, as well as NJ Attorney General guidelines and City Policy.

#### **Article 36 - Jury Duty**

Pursuant to City policy, employees shall be granted leave with pay for time required to attend jury duty that is scheduled during working hours. Employees whose shifts end after midnight shall be excused from their shift immediately preceding jury duty.

#### **Article 37 - Essential Personnel**

The parties acknowledge and agree that members of this bargaining unit are essential personnel and, therefore, are expected to report to work and work their regularly scheduled work hours even in the event that non-essential personnel are not required to report to work or are not required to work their regularly scheduled work hours for any reason including, but not limited to, a weather-related event or an unscheduled holiday declared by the Mayor. Therefore, employees of this bargaining unit shall receive no additional compensation or time off for reporting to work and working their regularly scheduled work hours on a day where non-essential personnel are not required to report to work or do not work their regularly scheduled work hours for any reason including, but not limited to, a weather-related event or an unscheduled holiday declared by the Mayor.



Article 38 - Term of Agreement

This Agreement shall be effective as of **January 1, 2015**, except as otherwise specified, and shall continue in full force and effect to and including **December 31, 2018**.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers the day and year first above written.

City of Vineland

Policemen's Benevolent Association,  
Local 266

By:



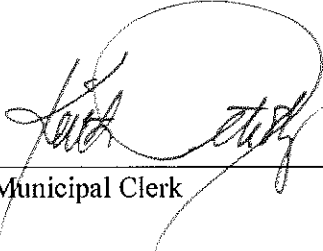
\_\_\_\_\_  
Mayor

By:



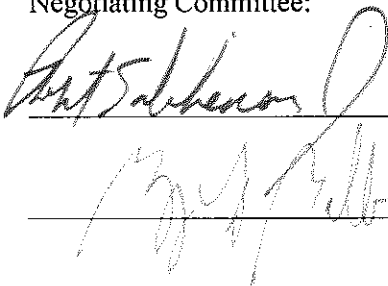
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President

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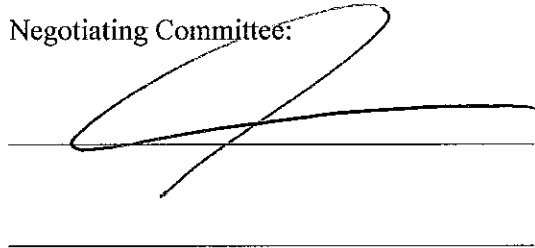


\_\_\_\_\_  
Municipal Clerk

Negotiating Committee:



Negotiating Committee:



**Exhibit "A" - Salary Schedule**

<b>Years</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>
A	\$39,500	\$41,000	\$42,500	\$44,000
1	\$42,250	\$45,000	\$47,500	\$50,000
2	\$45,000	\$49,000	\$51,000	\$54,000
3	\$47,750	\$51,000	\$54,000	\$57,000
4	\$50,500	\$54,000	\$57,000	\$60,000
5	\$53,250	\$57,000	\$59,000	\$61,000
6	\$56,000	\$58,000	\$62,000	\$64,000
7	\$58,750	\$61,000	\$65,000	\$68,000
8	\$61,500	\$64,500	\$68,000	\$71,000
9	\$64,250	\$67,500	\$71,000	\$74,000
10	\$67,000	\$69,000	\$73,500	\$76,000
11	\$69,750	\$72,000	\$76,000	\$79,000
12	\$72,500	\$74,500	\$79,500	\$82,000
13	\$75,250	\$77,500	\$81,500	\$84,000
14	\$78,000	\$80,000	\$84,500	\$89,000
15	\$80,750	\$83,000	\$87,000	\$92,000
16	\$83,500	\$86,000	\$90,000	\$95,000
17	\$86,250	\$90,000	\$92,500	\$96,000
18	\$89,000	\$92,000	\$95,000	\$97,000
19	\$91,750	\$93,500	\$97,000	\$98,000
20	\$94,500	\$96,500	\$98,000	\$99,000
22	\$97,500	\$98,000	\$99,000	\$100,000

**Academy/FTO Time**

New employees shall receive Academy/Field Training Officer (FTO) pay. Said employees shall move to Step 1 upon the ensuing January 1 or July 1 following the completion of the Academy plus an additional period of time not to exceed 14 weeks provided for FTO time. For example, an employee hired August 1, 2012 and who completes Academy/FTO time on March 1, 2013 shall move to Step 1 on July 1, 2013.

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**Education and Training Incentives**

The base salaries in this Exhibit shall reflect the successful attainment of college credits or degrees, provided said college credits or degrees are those earned under an accredited police science, criminal justice or other police related program. Employees must submit a certificate of successful attainment of credits or degrees before any salary adjustments are made. Education increments shall be incorporated in the employee's salary on or about the 1st day of January or the 1st day of July following the attainment of approved credits or degrees.

A 23 step wage schedule based on approved accredited college credits earned shall be created. Employees hired prior to January 1, 2003 who are between steps shall initially be placed on next higher step. Employees hired after January 1, 2003 who are between steps shall initially be placed on the next lower step. An employee shall move from one step to another upon earning the required minimum credits for the succeeding step. For example, an employee with between 50 and 54 credits shall initially be placed on step 8, and may advance to step 9 upon earning at least 55 credits.

1. 0-19 credits	Salary		
2. 20 credits	+ \$250.00	13. 75 credits	+ \$ 937.50
3. 25 credits	+ \$312.50	14. 80 credits	+ \$1,000.00
4. 30 credits	+ \$375.00	15. 85 credits	+ \$1,062.50
5. 35 credits	+ \$437.50	16. 90 credits	+ \$1,125.00
6. 40 credits	+ \$500.00	17. 95 credits	+ \$1,187.50
7. 45 credits	+ \$562.50	18. 100 credits	+ \$1,250.00
8. 50 credits	+ \$625.00	19. 105 credits	+ \$1,312.50
9. 55 credits	+ \$687.50	20. 110 credits	+ \$1,375.00
10. 60 credits	+ \$750.00	21. 115 credits	+ \$1,437.50
11. 65 credits	+ \$812.50	22. 120 credits	+ \$1,500.00
12. 70 credits	+ \$875.00	23. bachelors	+ \$2,000.00

**Bilingual Stipend**

The City shall designate up to 20 employees who pass a Bilingual Civil Service Exam as bilingual officers, provided that many pass the exam. The City reserves the right to increase that number based on the needs of the Police Department and the number of employees passing the exam. Bilingual officers shall receive an annual stipend of \$300.

**Exhibit "B" - Officer Base Salaries**

Name	Hired	Step	2015	Step	2016	Step	2017	Step	2018
Griffie, Frank	Jan-90	22	\$97,500						
Pagano, Joseph	Jan-90	22	\$97,500						
Yuhas, Nicholas	Jan-90	22	\$97,500						
Vargas, Albert	Apr-90	22	\$97,500	22	\$98,000				
Knight, Timothy	Aug-91	22	\$97,500						
White, Charles	Jan-93	22	\$97,500	22	\$98,000	22	\$99,000	22	\$100,000
Burris, William	Aug-93	22	\$97,500	22	\$98,000	22	\$99,000	22	\$100,000
Ramos, Antonio	Jan-95	20	\$94,500	20	\$96,500	22	\$99,000	22	\$100,000
DeMarchi, Robert	Jan-95	20	\$94,500	20	\$96,500				
Martinez, Phillip	Feb-96	19	\$91,750	20	\$96,500				
Gabrielle, John	Aug-96	19	\$91,750	20	\$96,500	20	\$98,000	22	\$100,000
Spendiff, Jeffery	Aug-96	19	\$91,750	20	\$96,500	20	\$98,000	22	\$100,000
Burke, Richard	Sep-97	19	\$91,750	19	\$93,500	20	\$98,000	20	\$99,000
DeMarchi, Ronald	Sep-97	19	\$91,750	19	\$93,500	20	\$98,000	20	\$99,000
Montana, Joseph	Sep-97	19	\$91,750	19	\$93,500	20	\$98,000	20	\$99,000
Mackafee, Charles	Feb-98	18	\$89,000	18	\$92,000	19	\$97,000	20	\$99,000
DeMary, Fredrick	Jan-99	18	\$89,000	18	\$92,000	18	\$95,000	19	\$98,000
Donofilo, Vincent	Jan-99	18	\$89,000	18	\$92,000	18	\$95,000	19	\$98,000
Sherban, Eugene	Jan-99	18	\$89,000	18	\$92,000	18	\$95,000	19	\$98,000
Soto, Mayte	Jan-99	18	\$89,000	18	\$92,000	18	\$95,000	19	\$98,000
Stanker, Christopher	Jan-99	18	\$89,000	18	\$92,000	18	\$95,000	19	\$98,000
Travaline, Jeff	Jan-99	18	\$89,000	18	\$92,000	18	\$95,000	19	\$98,000
Winqvist, John	Jan-99	18	\$89,000	18	\$92,000	18	\$95,000	19	\$98,000
Capelli, Charles	Feb-00	18	\$89,000	18	\$92,000	18	\$95,000	18	\$97,000
Cooper, Joseph	Feb-00	18	\$89,000	18	\$92,000	18	\$95,000	18	\$97,000
Scalzi, Jason	Feb-00	18	\$89,000	18	\$92,000				
Kirchner, Kristian	May-01	18	\$89,000						
Capelli, Anthony	Jan-02	17	\$86,250	17	\$90,000	17	\$92,500	17	\$96,000
McKeon, Steven	Jan-02	17	\$86,250	17	\$90,000	17	\$92,500	17	\$96,000
Sprague, Kevin	Jan-02	17	\$86,250	17	\$90,000	17	\$92,500	17	\$96,000
Warrington, John	Jan-02	17	\$86,250	17	\$90,000	17	\$92,500	17	\$96,000
Ferrari, Dominick	Oct-02	17	\$86,250	17	\$90,000	17	\$92,500	17	\$96,000
Hall, Terry	Oct-02	17	\$86,250	17	\$90,000	17	\$92,500	17	\$96,000
Laboy, Felipe	May-03	16	\$83,500	16	\$86,000	16	\$90,000	16	\$95,000
Tellado, Angel	May-03	16	\$83,500	16	\$86,000	16	\$90,000	16	\$95,000
Adams, Dwight	Jan-04	16	\$83,500	16	\$86,000	16	\$90,000	16	\$95,000
DeJesus, Julio	Jan-04	16	\$83,500	16	\$86,000	16	\$90,000	16	\$95,000
Gonzalez, Nelson	Jan-04	16	\$83,500	16	\$86,000	16	\$90,000	16	\$95,000
Latorre, Danny	Jan-04	16	\$83,500						
Magee, Robert	Jan-04	16	\$83,500	16	\$86,000	16	\$90,000	16	\$95,000
O'Neill, Scott	Jan-04	16	\$83,500	16	\$86,000	16	\$90,000		
Possumato, David	Jan-04	16	\$83,500	16	\$86,000	16	\$90,000	16	\$95,000
Ruberti, Anthony	Jan-04	16	\$83,500						
Bonsall, Matt	Aug-04	16	\$83,500	16	\$86,000	16	\$90,000	16	\$95,000
Gonzalez, Carolina	Aug-04	16	\$83,500	16	\$86,000	16	\$90,000	16	\$95,000

Name	Hired	Step	2015	Step	2016	Step	2017	Step	2018
Rivera, Elisandra	Aug-04	16	\$83,500	16	\$86,000	16	\$90,000	16	\$95,000
Sterchele, Nicholas	Aug-04	16	\$83,500	16	\$86,000	16	\$90,000	16	\$95,000
Rodriguez, Luis	Apr-05	16	\$83,500	16	\$86,000	16	\$90,000	16	\$95,000
Bergamo, Nick	Mar-05	16	\$83,500						
Candelario, Misael	Mar-05	16	\$83,500						
Dounoulis, Nicholas	Mar-05	16	\$83,500						
Maslanich, Nicholas	Mar-05	16	\$83,500	16	\$86,000	16	\$90,000	16	\$95,000
McCormick, AnnMarie	Mar-05	16	\$83,500	16	\$86,000	16	\$90,000	16	\$95,000
Mercano, Angel	Mar-05	16	\$83,500	16	\$86,000	16	\$90,000	16	\$95,000
Perez, Michael	Mar-05	16	\$83,500	16	\$86,000	16	\$90,000	16	\$95,000
Shaw, Adam	Jan-06	16	\$83,500						
Apel, Gary	Jan-06	16	\$83,500	16	\$86,000	16	\$90,000	16	\$95,000
Cavagnaro, David	Jan-06	16	\$83,500	16	\$86,000	16	\$90,000	16	\$95,000
Cole, Brain	Jan-06	16	\$83,500	16	\$86,000	16	\$90,000	16	\$95,000
Fransko, Michael	Jan-06	16	\$83,500	16	\$86,000	16	\$90,000	16	\$95,000
Houbary, Stephen	Jan-06	16	\$83,500	16	\$86,000	16	\$90,000	16	\$95,000
Marchesano, Brad	Jan-06	16	\$83,500	16	\$86,000	16	\$90,000	16	\$95,000
Ocasio, Eduardo	Jan-06	16	\$83,500	16	\$86,000	16	\$90,000	16	\$95,000
Ortiz, Christopher	Jan-06	16	\$83,500	16	\$86,000	16	\$90,000	16	\$95,000
Pacitto, Greg	Jan-06	16	\$83,500	16	\$86,000	16	\$90,000	16	\$95,000
Rodriguez, Jose	Jan-06	16	\$83,500	16	\$86,000	16	\$90,000	16	\$95,000
Rosario, Alberto	Jan-06	16	\$83,500	16	\$86,000	16	\$90,000	16	\$95,000
Kwintuk, Tomasz	Mar-07	16	\$83,500	16	\$86,000	16	\$90,000	16	\$95,000
Rivera, Louis	Mar-07	16	\$83,500	16	\$86,000	16	\$90,000	16	\$95,000
Scarpa, Craig	Mar-07	16	\$83,500						
Selby, Justin	Mar-07	16	\$83,500	16	\$86,000	16	\$90,000	16	\$95,000
Day, James	Mar-07	16	\$83,500	16	\$86,000	16	\$90,000	16	\$95,000
Moughan, Gerard*	Nov-08	16	\$83,500	16	\$86,000	16	\$90,000	16	\$95,000
Vai, Kevin*	Aug-09	16	\$83,500	16	\$86,000	16	\$90,000	16	\$95,000
Colvin, Dion	Mar-08	13	\$75,250	13	\$77,500	13	\$81,500	13	\$84,000
Flores, Owen	Mar-08	13	\$75,250						
Johnson, Lester	Mar-08	13	\$75,250	13	\$77,500				
Platania, Louis	Mar-08	13	\$75,250	13	\$77,500	13	\$81,500	13	\$84,000
Sikora, Jason	Mar-08	13	\$75,250	13	\$77,500				
Torres, Jose	Mar-08	13	\$75,250	13	\$77,500	13	\$81,500	13	\$84,000
Hendershott, David	Mar-08	13	\$75,250	13	\$77,500	13	\$81,500	13	\$84,000
Madden, Ryan	Apr-08	13	\$75,250	13	\$77,500	13	\$81,500	13	\$84,000
Cavagnaro, Crystal	Apr-08	13	\$75,250	13	\$77,500	13	\$81,500	13	\$84,000
Rodriguez, Miguel	Apr-08	13	\$75,250	13	\$77,500				
Runkle, Stephen	Apr-08	13	\$75,250	13	\$77,500	13	\$81,500	13	\$84,000
Armstrong, Brian	Mar-09	8	\$61,500						
Connelly, Heather	Mar-09	8	\$61,500	8	\$64,500	8	\$68,000	9	\$74,000
DeLouise, Timothy	Mar-09	8	\$61,500	8	\$64,500	8	\$68,000	9	\$74,000
Fixler, Christopher	Mar-09	8	\$61,500	8	\$64,500	8	\$68,000	9	\$74,000
Ramos, Jonathan	Mar-09	8	\$61,500	8	\$64,500	8	\$68,000	9	\$74,000

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Name	Hired	Step	2015	Step	2016	Step	2017	Step	2018
Watkins, Ryan	Mar-09	8	\$61,500	8	\$64,500	8	\$68,000	9	\$74,000
Ozdemir, Mustafa	Mar-12	4	\$50,500	4	\$54,000	5	\$59,000	6	\$64,000
Cifuentes, Paul	Mar-12	4	\$50,500	4	\$54,000	5	\$59,000	6	\$64,000
Makos, Robert	Mar-12	4	\$50,500	4	\$54,000	5	\$59,000	6	\$64,000
Guadalupe, Chris	Mar-12	4	\$50,500						
Santiago, Agustin	Mar-12	4	\$50,500	4	\$54,000	5	\$59,000	6	\$64,000
Janasiak, Richard	Mar-12	4	\$50,500	4	\$54,000	5	\$59,000	6	\$64,000
Judice, Jason	Jul-13	2	\$45,000	3	\$51,000	4	\$57,000	5	\$61,000
Santiago, Krystal	Jul-13	2	\$45,000	3	\$51,000	4	\$57,000	5	\$61,000
Hunter, Alexander	Aug-14	A	\$39,500	2	\$49,000	3	\$54,000	4	\$60,000
Levari, Justin	Aug-14	A	\$39,500	2	\$49,000	3	\$54,000	4	\$60,000
Magee, Derrick	Aug-14	A	\$39,500	2	\$49,000	3	\$54,000	4	\$60,000
Puglisi, Christopher	Aug-14	A	\$39,500	2	\$49,000	3	\$54,000	4	\$60,000
Velez, Israel	Aug-14	A	\$39,500	2	\$49,000	3	\$54,000	4	\$60,000
Dennis, Michael	Mar-15	A	\$39,500	1	\$45,000	2	\$51,000	3	\$57,000
Fallucca, Justin	Mar-15	A	\$39,500	1	\$45,000	2	\$51,000	3	\$57,000
Garvey, Matthew	Mar-15	A	\$39,500	1	\$45,000	2	\$51,000	3	\$57,000
Mercado, Emanuel	Mar-15	A	\$39,500	1	\$45,000	2	\$51,000	3	\$57,000
Rodriguez, Johnathan	Mar-15	A	\$39,500	1	\$45,000	2	\$51,000	3	\$57,000
Torres, Brandon	Mar-15	A	\$39,500	1	\$45,000	2	\$51,000	3	\$57,000
Beu, Kimberly**	Mar-15	A	\$39,500	A	\$41,000	2	\$51,000	3	\$57,000
DeLaTorre, Jasmine	Jul-15	A	\$39,500	A	\$41,000	2	\$51,000	3	\$57,000
Pagan, Meaghan	Jul-15	A	\$39,500	A	\$41,000	2	\$51,000	3	\$57,000
Rivera, Amanda	Jul-15	A	\$39,500	A	\$41,000	2	\$51,000	3	\$57,000
Panchesine, Paul*	Jan-17					2	\$51,000	3	\$57,000
DeLaRosa, Isaura	Mar-16			A	\$41,000	1	\$47,500	2	\$54,000
Perez, Amariel	Mar-16			A	\$41,000	1	\$47,500	2	\$54,000
Sheppard, Joshua	Mar-16			A	\$41,000	1	\$47,500	2	\$54,000
Bones, Luis	Aug-16			A	\$41,000	A	\$42,500	2	\$54,000
Capazzi, Glenn	Aug-16			A	\$41,000	A	\$42,500	2	\$54,000
Genovese, Jesse	Aug-16			A	\$41,000	A	\$42,500	2	\$54,000
Lacko, Peter	Aug-16			A	\$41,000	A	\$42,500	2	\$54,000

\* Indicates no Academy/FTO step due to prior training, or hired with experience from another jurisdiction.

\*\* Indicates employee completed FTO time in 2016.