

1023

**AGREEMENT BETWEEN**

**CITY OF OCEAN CITY**

**AND**

**OCEAN CITY P.B.A. LOCAL 61**

**JANUARY 1, 2001 through DECEMBER 31, 2004**

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**PREAMBLE**

THIS AGREEMENT entered into this 13<sup>th</sup> day of December 2001, by and between the CITY OF OCEAN CITY, County of Cape May, a municipal corporation in the State of New Jersey, hereinafter referred to as the "City," and LOCAL NO. 61, POLICEMEN'S BENEVOLENT ASSOCIATION OF NEW JERSEY (P.B.A.), hereinafter referred to as the "Association," represents the complete and final understanding on all bargainable issues between the City and the Association.

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

**ARTICLE 1**

**ASSOCIATION RECOGNITION**

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

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

**ARTICLE II**

**LEGAL REFERENCE**

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

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

### ARTICLE III

#### MANAGEMENT RIGHTS

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

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

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

## ARTICLE IV

### MAINTENANCE OF STANDARDS

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

## ARTICLE V

### THE ASSOCIATION REPRESENTATIVES AND MEMBERS

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

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

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

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

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

## **ARTICLE VI**

### **RETENTION OF CIVIL RIGHTS**

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



## ARTICLE VII

### POLICE BILL OF RIGHTS

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

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

1. The member shall be informed of the nature of the investigation before any interrogation commences. If the informant or complainant is anonymous, then the officer shall be so advised. Sufficient information to reasonably apprise a member of the allegations shall be provided. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact. But if the member is subject to a disciplinary investigation which may resolve in suspension or discharge, he shall have the opportunity to obtain representation by the Association before any questioning occurs.

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

7. Members shall not be suspending or suffer any loss of benefits until after said member has had a disciplinary hearing and has been found guilty, except in the cases of severe nature, when the Chief deems the suspension of a member an immediate necessity for the safety of the public or the welfare of the Department. The Chief shall immediately submit a report explaining such action to the Business Administrator and a copy of said report shall be made available to the member upon submission to the Business Administrator.
8. Disciplinary actions shall commence within forty-five (45) days of the occurrence which is the basis for said action. Any material recorded in the personnel file of said officer shall be admissible even though recorded earlier than one (1) year.
  - a. Suspensions and removal of members and officers; complaints; Limitations on filing; notices of hearings shall be in accordance with NJSA 40A:14-147.
  - b. Suspensions pending hearing and commencement of hearing shall be in accordance with NJSA 40A:14-149.

9. All police officers shall have access to their individual personnel files upon reasonable notice to the Chief of Police or his designee. No separate personnel file shall be established which is not available for an officer's inspection and any written material will not be placed in the officer's file until reviewed and initialed by the officer. The officer's initial shall not constitute agreement with the content of said materials.
10. Whenever an officer's personnel file is reviewed either in part or whole by someone outside of the Police Division/City Administration or whenever someone outside of the Police Division/City Administration is given access to the contents of that file, the officer will be notified of such activity by the Chief of Police or his/her designee.

## ARTICLE VIII

### RETIREMENT

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

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

1. On/after January 1, 1994, if an officer dies while in the employ of the City of Ocean City, the City shall continue to provide in full force and effect all insurance benefits as specified in Sections A, B and C of Article XVI for the officer's spouse and children until each child reaches his/her 21st birthday, or in the event that there are no children or the children have already reached their twenty-first (21st) birthday, the surviving spouse's benefits will continue for three (3) years.

C. Retirement Health Benefits

1. An officer who retires on or after April 27, 1988 with 25 or more years of service with the City of Ocean City shall receive health benefit coverage (medical/major medical) for the retiree and his/her family.

2. An officer who retires on or after March 13, 1990 with 25 or more years of service with the City of Ocean City shall receive prescription benefits with a one-third (1/3) co-pay for the retiree and his/her family.
3. An officer who retires on or after January 1, 1994 with 25 or more years of service with the City of Ocean City shall receive an eye care plan for the retiree and his/her family. Coverage shall be one-third (1/3) co-pay with a maximum yearly benefit of \$500 for the retiree and/or his/her family. The total yearly benefit in the first year of retirement will not exceed \$500 for active and retired status.
4. Such coverage shall not extend beyond the employee attaining the age of 65 or becoming eligible for Medicare/Medicaid, or until the death of said employee.
  - a. An officer who retires on/after January 1, 1992 and dies while retired prior to reaching the age of 65, the City shall continue the health benefit coverage entitlement for the retired officer's spouse until his/her death or remarriage and for the retired officer's children until each reaches his/her 21st birthday.
  - b. This coverage shall be effective as long as the City is self-insured or is not contractually prohibited by an insurance carrier. In the case of the latter, the City shall pay the surviving spouse an amount equal to the premium for active officer medical/major medical benefits.

5. Leaves of absence without pay shall not count toward service time and time served prior to a resignation shall be lost.
6. When a member and/or his/her spouse becomes eligible for Medicare/Medicaid, the City's health plan shall remain in effect as secondary provider. The City's maximum liability as secondary provider shall be \$20,000 per illness/injury. This provision is applicable to officers who retire on/after January 1, 1992.
7. If an employee retires due to accidental disability and that employee is granted 66 2/3% Accidental Disability Retirement Benefits from the Police and Firemen Retirement System, all medical benefits shall be continued until the death of the employee, spouse and children to age 21. This provision is applicable to officers who retire on/after January 1, 1990.
  - a. The employee is entitled to enroll in COBRA during his /her appeal if not granted the 66 2/3% retirement. If the appeal extends beyond the 18 months COBRA entitlement, the employee shall be eligible to continue the COBRA benefits for an additional period of 18 months if not illegal and approved by the city's insurance carrier and does not jeopardize the integrity of the health benefit plan.

8. It is understood and agreed that health care coverage for retirees is not retroactive and will only apply to individuals who retire after the above dates and who conform to any restrictions noted above. \*See Addendum A.
9. Upon written request, retirees shall receive descriptions of their health benefits annually.

## ARTICLE IX

### EXTRA CONTRACT AGREEMENT

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



## ARTICLE X

### LEAVE OF ABSENCE

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

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

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

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

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

1. Whenever the officer's physical or mental condition adversely affects his/her ability to continue to provide effective job performance.

2. The physical or mental condition would impair the officer's health if permitted to continue working.
3. The process to determine whether an officer is physically/mentally capable to continue work or return to work is:
  - a. The City's physician and the officer's physician agree to the officer's capabilities, or
  - b. Should a disagreement be found in the physicians' opinions, the City requests a third impartial examination. The expense of such examination shall be borne equally by the employee and the City. The results of the examination shall be conclusive and binding on the issue of mental/physical capacity to return to or continue working.

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

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

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

I. Education Leave.

1. The appointing authority, with the approval of the governing body, may grant education leave without pay for the purpose of obtaining training that is of direct value to the local government.
2. Education leave will not be deducted from an employee's seniority.

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

## ARTICLE XI

### WORK WEEK AND OVERTIME

A. The normal work week shall consist of an average 42 hours per week on a yearly basis. Employees covered by this Agreement who work in accordance with this schedule and the additional 104 hours of work required thereunder shall be paid for 104 hours at the per diem rate in addition to regular salary, overtime, schooling stipend and longevity, if applicable.

1. For the calendar year 2002, the method of payment for the 104 hours shall be compensatory time for all affected officers.
  - a. The compensatory time accumulated during 2002 shall be used prior to retirement, but no later than the expiration of this Agreement, December 31, 2004.
2. For the calendar year 2003, the method of payment for the 104 hours shall be inclusion in the regularly scheduled paychecks and shall be included in the base wages.
3. For the calendar year 2004, the method of payment for the 104 hours shall be inclusion in the regularly scheduled paychecks and shall be included in the base wages.
4. It is agreed and understood that the method of payment for the 104 hours shall conclude with the expiration of this Agreement, December 31, 2004.

5. The parties agree that they shall meet during the first quarter of 2004 to negotiate the method of payment for the 104 hours for the purpose of the Successor Agreement.

B. All members covered by this Agreement shall, in addition to their base salary, be paid one and one-half (1½) times their straight hourly rate of pay, including longevity, in accordance with their rank for all overtime worked, exclusive of court time. All overtime, over and above the 42 hour work week shall be computed by dividing a week's pay by 40 hours. Said overtime payments shall be provided from the City's annual budgeted overtime fund and shall be equitably distributed. When this fund is exhausted, overtime shall be taken as compensatory time and one and one-half (1½) times the number of hours worked. Officers working 40 hours per week who do not receive per diem day payments shall have their hourly rate of pay determined by dividing their base pay, schooling and longevity, if applicable, by 2,080 hours.

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

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

D. If a member is called to duty on his day off, he should be paid for all hours worked and shall be guaranteed a minimum of four (4) hours at the present rate and method of compensation. N.J.S.A. 34:15 et seq (Worker's Compensation) applies to an employee en route to or from a "call-in" in the same way it applies to travel to or from a regular work shift.

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

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

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

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

It is acknowledged that pursuant to Section 7(k) of FLSA, the City may elect a work period between 7 and 28 days. Such an election would not affect the work schedule or the pay period of the employees, and is made solely for the purpose of the calculations required

by FLSA. In the event of such an election, or any amendment thereto, the work schedule in force at that time shall continue, unaltered by said election.

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

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

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

I. In the event of transfer or reassignment, Officer(s) so affected shall be notified at least two (2) weeks in advance, except in emergent situations.

## ARTICLE XII

### VACATIONS

A. Annual vacations shall be granted as follows:

1. From date of hire to the end of first year - Eight (8) hours for each month.
2. Second (2nd) through fifth (5th) year - Ninety-six (96) Hours.
3. Sixth (6th) through tenth (10th) year - One Hundred Forty-four (144) Hours.
4. Eleventh (11th) through fifteenth (15th) year - One Hundred Seventy-six (176) Hours.
5. Sixteenth (16th) through twentieth (20th) year - Two Hundred Sixteen (216) Hours.
6. Twenty-first (21st) year to date of retirement - Two Hundred Forty (240) Hours.

B. Two (2) members on the same squad shall be permitted to take vacation leave at the same time subject to approval by the Chief. Vacations from July 1 through Labor Day shall be limited to five (5) working days and selection of days based upon seniority. For personnel assigned to work the 12 hour shift, vacations during this period of time will be limited to three (3) working days.

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



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

E. Members shall not be recalled on their vacation days, except in emergencies. In those emergency situations, members shall be paid the overtime rate and shall not lose vacation credit for the day called in.

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

**ARTICLE XIII**

**HOLIDAYS**

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

**Paid (8 hours per day)**

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

**Compensatory Time (8 hrs per day)**

Martin Luther King's Birthday

Lincoln's Birthday

Washington's Birthday

Good Friday

Election Day (Primary)

Columbus Day

Veterans Day

Election Day (General)

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

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

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

#### ARTICLE XIV

#### INJURY LEAVE

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

## ARTICLE XV

### SICK LEAVE/TERMINAL LEAVE

A. Service Credit for Sick Leave

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

B. Amount of Sick Leave

1. During the first year of employment only, police officers shall be entitled to and accrue 10 hours sick time per month. Thereafter, sick leave shall be added each year as of January 1st at the rate of 120 hours per year per police officer, in anticipation of continued employment for the full year.
2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year, to be used if and when needed for sick leave.

C. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him/her to sick leave, the Department shall be notified prior to the employee's starting time, in accordance with Department rules and regulations.
  - a. Failure to so notify the Department may be cause of denial of the use of sick leave for that absence and may constitute cause for disciplinary action.

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

D. Verification of Sick Leave

1. The City may require proof of illness of an employee on sick leave, after the seventh (7th) instance or on the third (3rd) consecutive day off or whenever such a requirement appears reasonable and warranted under the circumstances to prevent a continued pattern of abuse of sick leave by an employee. Verified abuse of sick leave may be cause for disciplinary action.
2. The Association further acknowledges that the City, through the Police Chief or his designee, may adopt sick leave and verification policies provided that the policies do not constitute an egregious invasion of the employee's privacy. The application of the policy shall be subject to the grievance procedure.
3. In case of leave of absence due to exposure to contagious disease, a certificate from the City doctor shall be required prior to the employee's return to work.
4. The City may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the City, by a physician designated by the City. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health or safety of other employees.

E. Terminal Leave

If a member retires without using his/her accumulated sick leave, he/she shall be compensated for terminal leave as provided herein.

1. Criteria for payment of \$22,500:

Hours Needed: 1,200 hours

2. Criteria for payment in addition to \$22,500:

Hours Needed: 1,208 hrs & above

Compensation: \$12.50 per hour

3. Effective January 1, 1999, an officer who is not eligible for a payment of \$22,500 shall be remunerated for his/her accumulated sick hours at the rate of \$100.00 per each eight hours.
4. If an officer dies prior to retirement and is entitled to terminal leave pay, any remuneration due shall be paid to the officer's estate upon providing undisputed legal right to inherit and subject to limitation as stated above. The City solicitor will assist with required forms.

ARTICLE XVI

INSURANCE, HEALTH AND WELFARE

A. The City shall provide a comprehensive health benefit program including hospitalization, medical treatment, surgical fees, office visits, major medical coverage as follows:

80% of the first \$3,000, and 100% thereafter in 2001

80% of the first \$3,000, and 100% thereafter in 2002

80% of the first \$3,500, and 100% thereafter in 2003

80% of the first \$4,000, and 100% thereafter in 2004

... and dental coverage to include orthodontics as follows:

maximum benefit of \$2,000 in 2001 and 2002

maximum benefit of \$2,500 in 2003

maximum benefit of \$3,000 in 2004

The above maximum benefits are for the member and his/her family

(dependent children up to a maximum age of the end of their 23<sup>rd</sup> year).

1. Mandatory pre-admission notification will be part of the comprehensive health benefit program. Lack of proper notification will reduce the level of reimbursement for health care expenses by 30%.

a. Mandatory Outpatient Procedure notification will be part of the program.

Single procedures that cost more than \$500 and multiple procedures for a single medical problem or continuing care which collectively cost more than \$1,000 require notification.

2. For all mental care and self-inflicted injuries (in-patient, out-patient and out-of-hospital), there is a \$15,000 Benefit Period maximum and a \$30,000 Lifetime maximum.

B. The City shall provide, at its cost, a prescription drug plan for the individual member and his/her family with the following co-pays:

	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>
Brand Name	\$7.00	\$13.00	\$13.00	\$15.00
Generic	\$2.00	\$3.00	\$3.00	\$3.00

The co-pay for active officers and their families is ineligible for reimbursement through the major medical part of the health plan.

C. The City shall provide an eye care plan for the officer and his/her family. Coverage shall be one-third (1/3) co-pay with a maximum yearly benefit of \$500 for the member and/or his/her family.

D. The City shall provide yearly pediatric well care visits to include immunizations for children up to 12 years of age with the following maximum yearly benefits:

\$200 per child in 2001 and 2002

\$300 per child in 2003 and 2004

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



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

G. The City shall provide a \$25,000 life insurance policy on the life of each member with the member to designate the beneficiary thereof. Upon separation of service, the member, at his/her option and cost, may convert said life insurance on an individual basis.

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

I. If an officer is killed in the line of duty, the City will pay up to \$6,000 for funeral expenses upon presentation of verified bills/invoices.

J. Accommodating Restrictions

The City's "Policy for Handling Requests for Accommodation" (Policy Number 2.33, attached as Appendix B) will be utilized for handling employee requests for light duty, limited duty, medical restrictions, temporary and ongoing disabilities.

**ARTICLE XVII**

**EXCHANGE OF DAYS OFF**

The Chief or his designee shall grant any reasonable request of any member of the Department to exchange hours, tours of duty or days off. Such request shall be granted on a uniform basis with standard rules and regulations applying to all members who make this request, provided, however, that such exchange of days off shall not result in the City incurring overtime liability under the Fair Labor Standards Act.

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

## ARTICLE XVIII

### CLOTHING ALLOWANCE

A. The City shall provide the following annual clothing allowance for the maintenance and replacement of clothing used for work for all employees hired between January 1<sup>st</sup> and June 30<sup>th</sup> of each year. Employees hired between July 1<sup>st</sup> and December 31<sup>st</sup> of each year shall receive \$500. Thereafter, they shall be entitled to the full yearly clothing allowance:

Effective January 1, 2001 - \$1,000. \$500 to be paid on April 15<sup>th</sup> (budget process permitting) but no later than May 15<sup>th</sup>, and \$500 to be paid on September 15<sup>th</sup>.

Effective January 1, 2002 - \$1,000 paid on or before June 30<sup>th</sup>. A mock turtleneck shirt shall be provided to all employees, including new hires at City cost. Two mock turtleneck shirts shall be added to Section E. of this Article.

Effective January 1, 2003 - \$1,100 paid on or before June 30<sup>th</sup>.

Effective January 1, 2004 - \$1,200 paid on or before June 30<sup>th</sup>.

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

1. All new hires after January 1, 1992, are entitled to the officer clothing allowance on or after their date of hire.

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

C. All personal items that are damaged, destroyed or lost in the line of duty, which are not covered by insurance, shall be replaced by the City, after inspection and certification by the Chief or his designee. The City's liability shall not be more than \$300 per incident.

D. The dress code shall be at the Chief's discretion. Members shall be permitted to remove hats while in Headquarters or Patrol Cars. The member shall wear a short sleeve shirt (no tie) during the summer season. If needed, a light weight jacket may also be worn (no tie). The member shall wear a long sleeve shirt with a tie during the winter season. The dress blouse is no longer utilized for patrol operations.

1. Should an officer be selected by the Chief for a special event requiring a dress blouse, the City will provide it to the officer at it's own cost and expense for the duration of the detail.

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

One (1) summer hat

One (1) winter hat

Two (2) ties

Two (2) pairs of summer pants

Two (2) pairs of winter pants

Three (3) summer shirts

Three (3) winter shirts

Two (2) mock turtleneck shirts

One (1) holster

One (1) handcuff holder/case

One (1) PR-24 holder

One (1) portable radio holder

One (1) Sam Browne belt

One (1) regulation reversible rain coat with orange reflectorized lining  
and One (1) rain cap

One (1) regulation winter coat

One (1) reversible lightweight jacket with orange reflectorized lining

One (1) PR-24 baton

One (1) pair of handcuffs & keys

Two (2) regulation badges

One (1) hat badge

Two (2) metal name plates

One (1) identification card and wallet

One (1) portable radio with hand-held mike and charging unit

One (1) set of collar brass (badge number)

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

## ARTICLE XIX

### TIME OFF

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

1. Death in the immediate family - four (4) working days unless death occurs within twenty-four (24) hours prior to the start of five (5) day shift, in which case a fifth day shall be granted.
2. Serious illness (including childbirth) in the immediate family residing with the police officer shall not exceed three (3) working days. Serious illness shall be any instance in which such member of the immediate family is either hospitalized or incapacitated while at home.
3. Immediate family shall consist of spouse, child, stepchild, mother, father, brother, sister, stepmother, stepfather, guardian, mother-in-law, father-in-law, grandchildren, grandparents, spouse's grandparents, sister-in-law and brother-in-law.
4. Personal Day - an officer may receive personal time per calendar year to attend to his/her personal business.

- a. A personal day may be taken at any other time providing there is no scheduling conflict. A scheduling conflict shall mean any time the City would have to compensate someone at time and one-half to give the officer the day off.
  - b. A personal day will be granted upon recommendation of the shift commander and approval of the Chief.
  - c. An officer shall be entitled to two (2) personal days per calendar year.
5. Any time off granted under this Article shall not be deducted from any other time or benefits owed to the police officer.

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

## ARTICLE XX

### MILITARY LEAVE

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

**ARTICLE XXI**

**GRIEVANCE PROCEDURE**

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

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

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

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



Step One:

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

Step Two:

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

Step Three:

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

Step Four:

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

E.

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

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

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

G. The time limits expressed herein shall be strictly adhered to. If any grievance has not be initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied.

Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure.

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

**ARTICLE XXII**

**QUALIFICATION OF EMPLOYMENT**

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

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

**ARTICLE XXIII**

**COMMENDATIONS**

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

**ARTICLE XXIV**

**PATROL CARS AND EQUIPMENT**

Patrol cars shall be an American model with the standard police package as outlined in the New Jersey State bid. The vehicles shall be equipped with a permanently mounted spotlight that can be aimed, and all emergency equipment mandated by the State of New Jersey. In addition, the vehicles shall be equipped with permanently mounted shot guns located inside the passenger compartment, cages and riot helmet.

## ARTICLE XXV

### WAGES

A. Effective January 1, 2001, each step on the 2000 Officer's salary guide shall be increased by four (4%) percent. Differentials among the ranks shall be set at eight (8%) percent. Sergeants shall receive eight (8%) percent above the maximum guide step for the rank and file in 2001; Lieutenants eight (8%) percent above Sergeants' pay and Captains eight (8%) percent above Lieutenants' pay.

B. Effective January 1, 2002, each step on the 2001 Officer's salary guide shall be increased by two (2%) percent and increased again on July 1, 2002 by two (2%) percent. Differentials among the ranks shall be set at nine (9%) percent. Sergeants shall receive nine (9%) percent above the maximum guide step for the rank and file in 2002; Lieutenants nine (9%) percent above Sergeants' pay and Captains nine (9%) percent above Lieutenants' pay.

C. Effective January 1, 2003, each step on the 2002 Officer's salary guide shall be increased by four (4%) percent. Differentials among the ranks shall be set at nine (9%) percent. Sergeants shall receive nine (9%) percent above the maximum guide step for the rank and file in 2002, Lieutenants nine (9%) percent above Sergeants' pay and Captains nine (9%) percent above Lieutenants' pay.

D. Effective January 1, 2004, each step on the 2003 Officer's salary guide shall be increased by two (2%) percent and increased again on July 1, 2004 by two (2%) percent. Differentials among the ranks shall be set at ten (10%) percent. Sergeants shall receive ten (10%) percent above the maximum guide step for the rank and file in 2003; Lieutenants ten (10%) percent above Sergeants' pay and Captains ten (10%) percent above Lieutenants' pay.

	<u>2001 Guide</u>
Officers	
1 <sup>st</sup> Year	\$32,240
2 <sup>nd</sup> Year	\$37,744
3 <sup>rd</sup> Year	\$41,972
4 <sup>th</sup> year	\$47,492
5 <sup>th</sup> Year	\$52,849
6 <sup>th</sup> Year	\$58,336
Sergeants	\$63,003
Lieutenants	\$68,043
Captains	\$73,486

	<u>2002 Guide</u>	<u>2002 Guide</u>
	<u>January 1</u>	<u>July 1</u>
Officers		
1 <sup>st</sup> Year	\$32,885	\$33,542
2 <sup>nd</sup> Year	\$38,499	\$39,269
3 <sup>rd</sup> Year	\$42,812	\$43,668
4 <sup>th</sup> Year	\$48,441	\$49,410
5 <sup>th</sup> Year	\$53,906	\$54,984
6 <sup>th</sup> Year	\$59,502	\$60,692
Sergeants	\$64,858	\$66,155
Lieutenants	\$70,695	\$72,109
Captains	\$77,057	\$78,598

	<u>2003 Guide</u>
Officers	
1 <sup>st</sup> Year	\$34,884
2 <sup>nd</sup> Year	\$40,839
3 <sup>rd</sup> Year	\$45,415
4 <sup>th</sup> Year	\$51,387
5 <sup>th</sup> Year	\$57,183
6 <sup>th</sup> Year	\$63,120
Sergeants	\$68,801
Lieutenants	\$74,993
Captains	\$81,742

	<u>2004 Guide</u>	<u>2004 Guide</u>
	<u>January 1</u>	<u>July 1</u>
Officers		
1 <sup>st</sup> year	\$35,582	\$36,294
2 <sup>nd</sup> Year	\$41,656	\$42,489
3 <sup>rd</sup> year	\$46,323	\$47,249
4 <sup>th</sup> Year	\$52,414	\$53,463
5 <sup>th</sup> Year	\$58,327	\$59,493
6 <sup>th</sup> year	\$64,383	\$65,570
Sergeants	\$70,821	\$72,237
Lieutenants	\$77,903	\$79,461
Captains	\$85,693	\$87,407

E. In the event a member is officially designated to work out of title, he/she shall be compensated at the following additional rates:

Acting Sgt. (desk)	\$9.00 per normal work day from day one.
Acting Sgt. (bdwk)	\$15.00 per normal work day from day one.
Acting Lieutenant	Paid at the high rate of pay, provided the vacancy was not caused by vacations, but must work in higher title for 30 consecutive days. He/she shall then receive the additional compensation retroactive to the first day of work in the higher title.
Acting Captain	Paid at the high rate of pay, provided the vacancy was not caused by vacations, but must work in higher title for 30 consecutive days. He/she shall then receive the additional compensation retroactive to the first day of work in the higher title.



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

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

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

H. Employees covered by this Agreement who shall serve in the position of Detective shall receive \$1300 per year in 2001 and 2002, \$1,400 per year in 2003 and 2004, for being a detective payable at the first pay period in December of each year. This payment shall be included into base for pension purposes and shall be in addition to the regular salary and longevity as applicable.

I. Employees covered by this Agreement who shall serve in the position of Traffic Safety Officer shall receive \$600 per year in 2001, 2002 and 2003, and \$700 per year in 2004, payable at the first pay period in December of each year. This payment shall be included into base for pension purposes and shall be in addition to the regular salary and longevity as applicable.

J. Employees covered by this Agreement who shall serve in the position of Community Oriented Police Officer shall receive \$600 per year in 2001, 2002, 2003 and 2004, payable at the first pay period in December of each year. This payment shall be included into base for pension purposes and shall be in addition to the regular salary and longevity as applicable.

ARTICLE XXVI

LONGEVITY

A. All members shall receive longevity pay which shall be computed in the following manner:

*After the completion of the 5 <sup>th</sup> year of service through the completion of the 9 <sup>th</sup> year of service	2%
At the beginning of the 10 <sup>th</sup> year of service through the completion of the 14 <sup>th</sup> year of service	5%
At the beginning of the 15 <sup>th</sup> year of service through the completion of the 19 <sup>th</sup> year of service	8%
At the beginning of the 20 <sup>th</sup> year of service through the completion of the 23 <sup>rd</sup> year of service	10%
At the beginning of the 24 <sup>th</sup> year of service and thereafter	12%

\*Longevity for new members hired after January 1, 2002 shall be computed for the first step as 6-9 years of service at 2%.

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

## ARTICLE XXVII

### PROBATIONARY PERIOD

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

## ARTICLE XXVIII

### COURT OR AGENCY APPEARANCES

A. If a member is required to appear in Municipal Court, he/she shall be guaranteed two (2) hours at time and one-half (1½) pay. He/she shall be paid time and one-half (1½) for all time worked beyond the first two (2) hours.

B. If a member is required to appear in any Court or agency hearing other than Municipal Court, he/she shall receive \$100.00 for all hours worked up to a maximum of four (4) hours. If required to work beyond the four (4) hours, the employee shall be compensated at one and one-half (1½) times his hourly rate.

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

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

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

## ARTICLE XXIX

### MANPOWER

- A. The City agrees to maintain two-officer patrols at all times whenever possible.
- B. All vacancies in rank will be filled as soon as possible.
- C. The City will make every effort to increase the regular force so as to eliminate the need for summer, temporary officers.

## ARTICLE XXX

### SCHOOLING

A. Effective January 1, 2003, any police officer taking courses to obtain either a Bachelor's or Master's degree in any field from any accredited college shall be entitled to apply for reimbursement from the college tuition and books account under the provisions of A.2 and A.2a of this Article.

Effective January 1, 2003, any police officer having or obtaining either a Bachelor's or a Master's degree in any field from any accredited college shall receive an increase in his/her salary equal to 50% of the annual, negotiated payment for an equivalent degree in criminal justice and/or law enforcement under Section B.2 and B.3 of this Article.

1. Members shall submit a copy of an official transcript or certified grade report from their respective college to the Chief of Police not later than 30 calendar days after successful completion of the course.
2. The City shall fund a college tuition and books account in the amount of \$7,500.00 per year.
  - a. The maximum amount of money available yearly to any authorized applicant shall not exceed \$500. In the event that a balance is left in the college fund on October 31<sup>st</sup> of each year, those applicants whose remuneration was less than the cost of his/her tuition and books, shall have the opportunity to apply for additional funds to cover the shortfall. Upon proof of expenditures by the applicant(s), additional funds requested shall be equitably distributed as determined by the Director of Public Safety, or

his/her designee, and the President of the PBA, or designee.

- b. It is understood and agreed by the parties that the college fund shall have a zero (0) balance on December 31<sup>st</sup> of each year.
3. Payment to the member shall be made on the second pay period following submission of an official transcript or certified grade report and receipts to the Chief of Police.
4. During the initial year of hire, an employee who enters the force with a college degree, shall receive remuneration for that degree in the amounts specified in section B of this Article. Payment shall be effective January 1st of the succeeding year.

B. In addition to his/her salary, each member shall receive an additional \$25.00 per year for each police-related college credit acquired up to a maximum of \$900.00, unless a two or four year degree is acquired. Members shall submit a copy of an official transcript from their respective college to the Chief of Police and the PBA representative in order to take advantage of this section. No credits earned through any correspondence course or in Basic Training at Sea Girt shall qualify for payment under this Section.

1. When a member earns a two-year degree in any police science curriculum, he/she shall receive an increase in his/her salary of \$1,200.00.
2. When a member earns a four-year degree in any police science curriculum, he/she shall receive an increase in his/her salary of: \$1,950.00 in 2001; \$2,000.00 in 2002; \$2,100 in 2003; and \$2,200 in 2004.

3. When a member earns a Masters Degree in any police science curriculum, he/she shall receive an increase in his/her salary of \$2,200.00 in 2001; \$2,200.00 in 2002; \$2,300.00 in 2003; and \$2,400.00 in 2004.
4. All courses to be submitted for approval by a member must be turned in prior to January 15th and July 15th of each year for payment of said credits.
5. The monetary amount of payment acquired by a member through this Section shall be paid to the member in equal amounts on the regular pay days of the Department, within a reasonable time after said courses have been submitted for approval.

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

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

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

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



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

G. A police officer who is or becomes a certified EMT shall receive a stipend of \$600 on December 1st, pro rated in the initial year of certification, and \$600 annually thereafter on December 1st of each succeeding year he/she remains certified.

1. Recertification shall be the sole responsibility of the employee.
2. Effective January 1, 1995, the cost of initial EMT certification and EMT recertification(s) shall be borne by the City.
3. If an employee fails recertification, he/she shall have the right to re-enroll in the recertification course an additional two times. However, continuation of and payment of the stipend shall be dependent upon successful completion of the course.

ARTICLE XXXI

MISCELLANEOUS

- A. Paychecks will be made available 7PM on the day prior to payday.
- B. There shall be meetings between the Business Administrator, the Director of Personnel, the Chief of Police and the Association Committee at least on a quarterly basis, as needed, to discuss new matters (i.e. Cafeteria Plan).
- C. Employees covered by this Agreement shall give reasonable notice to the Chief of Police of any outside business or employment by said employees.
- D. Members shall receive a one-hour meal period for each shift and two (2) 20 minute coffee breaks for each shift. Police officers shall, however, be subject to duty.
- E. The City shall permit the Association to supply a soda machine at Police Headquarters with profits going to the Association.
- F. The city shall supply a locker for each member for his own use.
- G. Hand guns shall, if defective, be promptly replaced by the City.
- H. The City agrees to provide \$100.00 annually toward the maintenance of a Law Library. The City further agrees to consult with the Association on the location of the Law Library.
- I. Physicals - In recognition of the physical and mental stress placed upon police officers in the performance of their duties, the City agrees to provide physicals for active officers during the year of the individuals' 30, 35, 40, 45 and bi-annually thereafter (birth years). The officers shall have the right to choose his/her own physician to perform this

examination. Officers between the ages of 30 and 45 shall not have to wait more than two years for their **initial** exam. In the event that an Officer avails him/herself to the City's physical examination option, the results shall be forwarded to the City's Medical Director.

This examination shall include, but not be limited to a complete blood profile, an EKG and any other tests normally considered to be part of a routine examination. The maximum cost to the City of a single physical examination under this option shall not exceed \$225.00.

- J. It is recognized that Squads 1, 2, 3 and 4 shall work a 12 hour shift.
- K. The Police Division shall maintain in effect current promotional lists through adopted Department of Personnel procedures.
- L. For the purpose of seniority, an Officer's previous standing on promotional lists shall constitute seniority over other employees hired or promoted on the same date.

## ARTICLE XXXII

### RULES AND REGULATIONS

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

## ARTICLE XXXIII

### DUES CHECKOFF AND REPRESENTATION FEE

#### A. Dues Checkoff

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

#### B. Representation Fee

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

3. In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments, charged by the Association to its own members. Therefore, the representation fee may be set up to eight-five (85%) percent of that amount as the maximum currently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, with said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.
4.
  - a. Once during each year covered in whole or in part by this Agreement, the Association will submit to the City a list of those employees who have not become Association members for the then current membership year. The City will deduct from the salaries of such employees, in accordance with paragraph b. below, the full amount of the representation fee and promptly will transmit the amounts so deducted to the Association.
  - b. The City will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deduction will begin with the first paycheck paid:
    1. Ten (10) days after receipt of the aforementioned list by the City; or

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

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

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

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

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

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

## ARTICLE XXXIV

### FAIR LABOR STANDARDS ACT

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

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



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

#### ARTICLE XXXV

#### SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement of any employee, member or group of employees or members, is held to be invalid by operation of law by any Court or other tribunal of competent jurisdiction, then such provisions and application shall be deemed inoperative; however, all other provisions and applications contained herein shall continue in full force and effect, and shall now be affected thereby.

**ADDENDUM "A"**

**RETIREE HEALTH BENEFIT SIDE BAR AGREEMENT**

Officers Robert Blevin, Curtis Dull, John King Jr. and Joseph Martella shall have time served with the City and other law enforcement agencies credited toward service time so as to be entitled to City paid health benefits. This Side Bar Agreement is limited to the aforementioned officers and shall not be expanded to include any other unit members.

ARTICLE XXXVI

DURATION

This Agreement shall be in full force and effect as of January 1, 2001 and shall remain in effect to and including December 31, 2004 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party of the other gives notice, in writing, no sooner than 150 days nor no later than 120 days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement. Any Agreement so negotiated shall apply to all police officers, be reduced to writing, and be signed by the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the City of Ocean City, New Jersey on this 11th day of January, 2002.

FOR THE CITY:

FOR THE ASSOCIATION:

  
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\_\_\_\_\_

  
\_\_\_\_\_  
  
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## **ADDENDUM "B"**

### **POLICY FOR HANDLING REQUESTS FOR ACCOMMODATIONS**

#### **Light Duty vs. Accommodating Restrictions**

The City of Ocean City has no Light Duty Policy. Requests to accommodate medical restrictions, both temporary and indefinite (formerly called permanent) will be handled on an individual basis, in accordance with the Americans with Disabilities Act (ADA) and the New Jersey Law Against Discrimination (NJLAD). This policy for handling requests for accommodating medical restrictions will be managed by the Personnel Division.

The Personnel Director will ensure that the appropriate Department Head or their designee, the employee making the request, and the employee's bargaining unit (if the employee is represented and if the employee chooses to involve the bargaining unit) are involved in this process. If the employee does not want to involve their bargaining unit, the Personnel Director will inform the employee of the obligation to inform the bargaining unit, and the Personnel Director will contract the Union President by telephone.

#### **When A Request For An Accommodation Is Received**

When an employee makes a request for an accommodation:

1. The request must be sustained by a note from their personal physician.
2. The request must be sent to the Department Head, who then sends a copy to the Personnel Director.
3. If the doctor's note does not list the restrictions, and/or Personnel determines that more information is required about the restrictions, Personnel will either call or write to the employee's personal physician. A copy of the employee's job description may accompany any such communication with the employee's personal physician.
4. Personnel will also request a projected length of time for the restrictions.
5. Once Personnel has sufficient information on the restrictions, they will schedule a meeting with the employee and their union representative, if the employee is represented and if the employee chooses to have union representation present.

## **Meeting With The Employee**

The purpose for this meeting is to ask the employee how they want to be accommodated. Personnel will take notes and will communicate that they will respond to the employee after they have met with management. How the employee wants to be accommodated will be taken into consideration when making a decision on how to handle this request. The employee will be offered union representation in this meeting (if the employee is represented by a bargaining unit).

## **Meeting With Department/Division Management**

Once complete information is assembled on the nature of the medical restriction(s), the projected length of time the employee needs to be accommodated, and how the employee would like to be accommodated, Personnel will schedule a meeting with the employee's management. Personnel will ask if the department/division has work or a work assignment that can accommodate the employee's medical restrictions. The law does not require that a job be created to provide such an accommodation, and the City of Ocean City does not want to create jobs for such purpose.

Personnel will also communicate with the Other Department/Division Heads to ask if they have any work or a work assignment for which the employee is qualified that would accommodate the employee's medical restriction(s).

## **If there Is No Accommodation**

If there is no work or no work assignment that is available to accommodate the employee's medical restriction(s), the employee will stay out (paid leave first, then unpaid) until their personal physician releases them back to work with no restrictions.

During this period of time, when the employee is out because their restrictions cannot be accommodated, Personnel will:

1. Send them postings for open positions for which they are qualified, if the restrictions are indefinite (or permanent).
2. Call or write to them if they become aware of work or a work assignment for which they are qualified and which would accommodate their medical restrictions, if the restrictions are temporary.

### **If There Is An Accommodation**

If the division/department within which the employee works has work or a work assignment that can accommodate the employees' medical restrictions, and for which the employee is qualified, the employee will return to work on that basis. The employee is obligated to see their personal physician for re-evaluation prior to the conclusion of the period of time that their physician projected that their restriction(s) would be in effect.

### **If There Is An Accommodation But In A Different Bargaining Unit**

If work or a work assignment exists for which the employee is qualified and would accommodate their restriction(s), but it is governed by a different collective bargaining agreement from that covering the employee requesting the accommodation, the Personnel Director will schedule a meeting with representatives of both bargaining units. The purpose of this meeting is to begin to negotiate an agreement that will be satisfactory to both bargaining units, to management, and to the employee.

### **Ensuring That The Accommodation Is Within The Employee's Restrictions**

If there is any question as to whether the work, that is about to be assigned in order to provide the accommodation, is permissible within the employee's medication restrictions, the work assignment can be sent to the employee's personal physician and/or to the City Medical Director for approval.

### **Special Situations**

Employees assigned to the Police Division must fulfill the employment requirement of a background check and investigation. Therefore, an employee, for whom work in the Police Division is being considered as an accommodation, must first fulfill this security requirement.

The Pregnancy Disability Act is part of Title VII and provides that women, who are unable to work as a result of pregnancy, will be treated as any employee with a temporary disability and will not face employment discrimination.