RESOLUTION R:193-2019

RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF MONROE AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE TOWNSHIP OF MONROE AND THE MONROE TOWNSHIP POLICE DEPARTMENT CAPTAINS

WHEREAS, the Township of Monroe and the Monroe Township Police Department Captains have negotiated an Employment Agreement for the period of July 1, 2019 through December 31, 2021; and

WHEREAS, after due deliberation and consultation, the Township Council of the Township of Monroe has determined it is in the interest of the residents of the Township of Monroe that said agreement between the Township of Monroe and Monroe Township Police Department Captains, be authorized and executed by the proper Township of Monroe Officials; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Monroe that the Mayor is hereby authorized to execute said agreement for the period of July 1, 2019 through December 31, 2021.

ADOPTED at a meeting of the Township Council of the Township of Monroe on August 26, 2019.

TOWNSHIP OF MONROE

CNCL. PRES., RONALD T. GARBOWSKI

ATTEST: wp. Clerk, Aileen Chiselko, RMC

or Deputy Clerk, Jennifer Harbison

CERTIFICATION OF CLERK

The foregoing Resolution was duly adopted at a meeting of the Township Council of the Township of Monroe, County of Gloucester, State of New Jersey, held on the 26th day of August 2019 in the Municipal Complex located at 125 Virginia Avenue, Williamstown, New Jersey.

Twp. Clerk, Aileen Chiselko, RMC or Deputy Clerk, Jennifer Harbison

RESOLUTION R:193-2019

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ROLL CALL VOTE

	AYES	NAYS	ABSTAIN	ABSENT
Cncl. Dilks	1			J
Cncl. Falcone				
Cncl. Marino	1			
Cncl. Miller				
Cncl. O'Reilly				
Cncl. Wolfe				
Pres. Cncl. Garbowski	11			
Tally:	10			

AGREEMENT

Between the

MONROE TOWNSHIP POLICE CAPTAINS

and the

TOWNSHIP OF MONROE

July 01, 2019 through December 31, 2021

ARTICLE I

RECOGNITION

This agreement is made and entered into this 1st day of July, 2019, by and between Monroe Township (hereinafter referred to as "Employer" or "Township") and Monroe Township Police Captain's (hereinafter referred to as "Employee" or "Captains").

The Township of Monroe and the Captains are in compliance with the Public Employer- Employee Relations Act, NJSA 34:13A-1 ET Sec. as amended through PL 2003, c126 effective July 2003.

ARTICLE II

NON-DISCRIMINATION

Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee providing said activities do not violate any local, state, or federal law.

The Employer agrees to comply with the mandatory provisions of relevant state and federal laws prohibiting discrimination in the work place.

The Employer and the Captains agree not to interfere with the right of Employees to become or not to become members of the Union and that there shall be no discrimination or coercion against an employee because of Union membership or non-membership in compliance with NJSA 34:13A-5.7.

ARTICLE III

RIGHTS AND RESPONSIBILITIES

Captains will be granted administrative leave, with pay, for the purpose set forth therein.

The Captains with the provisions of this agreement shall be responsible for the adherence to the terms of the agreement by such members.

Reasonable leave time will be permitted with prior notification to the Chief of Police for the purpose of Union business, to assist in the handling or representation in grievance matters and discipline matters and as provided for in NJSA 40A-14-177.

ARTICLE IV

MANAGEMENT RIGHTS

The Township of Monroe retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Township government and its properties and facilities, and the activities of its employees.

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2. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment, and to promote and transfer employees.

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

The exercise of the foregoing powers, rights, authority, duties, or responsibilities of the Township of Monroe shall be limited only by the specific and express terms of this Agreement, and to the rights and authority provided for in NJSA Title 40, Title 40A, and in Title 11 and the NJ Administrative Code.

ARTICLE V

SEVERABILITY CLAUSE

If any provision of the Agreement, or any application of the Agreement to any employee or group of employees, is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by the law, but all other provisions or applications shall continue in full force and effect.

Any severed provision of this agreement shall be subject to immediate re-negotiation by the parties to the end of ensuring that such provisions are valid within the framework of the law. Only those provisions in dispute shall be affected. All other terms and conditions of the agreement shall remain unaffected.

ARTICLE VI

MAINTENANCE OF OPERATIONS

It is recognized that the need for continued and uninterrupted operations of the Township's departments and agencies is of paramount importance to the citizens of the community and that there should be no inference with such operations.

The Employer and the Captains acknowledge and agree to abide with the policy set forth in NJSA Title 34:13A-2, The Employer-Employee Relations Act. The rights of both the Employer and the Captains shall be respected and the provisions of this agreement for the orderly settlement of all questions regarding such rights shall be observed.

ARTICLE VII

GRIEVANCE PROCEDURE

A. PURPOSE

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The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. The time limits noted shall be strictly adhered to except when extended by mutual consent in writing.

B. DEFINITION

1. A grievance is an assertion by the employee based on a controversy arising over the interpretation, application, or alleged violation of this Agreement, policies, or administrative decisions, including minor disciplinary determinations.

An aggrieved person is the person or persons making the assertion.

3. If an amicable settlement of the dispute is reached upon mutual agreement of the parties in any step of the grievance procedure said agreement shall be reduced to writing and signed by the respective parties.

c. GRIEVANCE PROCEDURE STEPS

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In order to resolve grievances covered by this Agreement between the parties, this procedure shall be followed unless any step is waived by mutual consent:

Step One: An aggrieved employee shall institute action under the provision hereof within twelve (12) days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee and his/her immediate administrator or the Director of Public Safety with the objective of resolving the matter informally. Failure to act within the said twelve (12) days shall be deemed to constitute an abandonment of the grievance. If a resolution of the grievance has not been reached within two (2) days of the informal discussion, the grievance may proceed to Step Two. If the aggrieved difference is with his/her supervisor, said aggrieved shall have the option to proceed directly to Step Two.

Step Two: In the event a satisfactory settlement has not been reached at Step One, the may within ten (10) days submit his/her written grievance to the Business Administrator. The Business Administrator or his/her designee shall hold a hearing at the request of the employee, and shall review the matter and make a determination within ten (10) days from his/her receipt of the grievance. If the aggrieved employee(s) difference is with the Business Administrator, said aggrieved shall have the option to proceed directly to Step Three.

Step Three: In the event the grievance has not been resolved at Step Two, the grievant may within ten (10) working days of the Business Administrator's decision, submit his/her written grievance to the Mayor. The Mayor or his/her designee shall hold a hearing at the request of the employee, and shall review the matter and make a determination within ten (10) days from his/her receipt of the grievance. If the aggrieved is not satisfied with the disposition of the grievance at Step Three, the aggrieved may request Step Four — arbitration.

Step Four: The arbitrator shall be chosen in accordance with the rules of the Public Employer — Employee Relations Commission (PERC), parties shall then be bound by the rules and regulations and procedures in the selection of an arbitrator. The arbitrator so selected shall confer with the representatives of the Township of Monroe and the grievant and hold a hearing promptly and shall issue his/her decision not later than twenty (20) days from the date of the close of the hearing; or, if an oral hearing has been waived, then from the date the final statements and proof on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision that requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Township of Monroe and the grievant and shall be binding on the parties.

The cost for the services of the arbitrator shall be borne equally between the Township and the grievant. Any other expenses incurred, including but not limited to, the presentation of witnesses shall be paid by the party incurring same.

ARTICLE VIII

RATES OF COMPENSATION

- Year 1 2019: Effective July 01, 2019, Captains will be compensated at an annual salary rate of \$140,000.00.
- Year 2 2020: Effective January 1, 2020, Captains will be compensated at an annual salary rate increase of \$142,900.00.
- Year 3 2021: Effective January 1, 2021, Captains will be compensated at an annual salary rate increase of \$145,800.00.

ARTICLE IX

SICK LEAVE, COMPENSATORY TIME SELL BACK, DISABILITY AND WORKERS COMPENSATION

SICK LEAVE

A. Paid sick leave shall be fifteen (15) working days for each calendar year.

B. Employees may elect to sell back up to ten (10) accumulated sick days (80 hours) per year at one hundred percent (100%) of their salary rate (salary/2080 hrs). An officer must notify the Business Administrator, in writing, with a copy to the finance department, on or before November 1, if they wish to sell back sick time, indicating the number of days to be sold. Payment shall be made in the first (1st) pay period in December.

C. If an Employee dies while in active employment of the Township, his/her estate shall be paid for all accumulated but unused sick time.

D. Members covered by this agreement, shall be compensated for seventy-five percent (75%) of their total accumulated sick leave up to a maximum of 165 days at the employees current per diem rate of pay upon retirement or upon severance of employment caused by a job related permanent disability.

E. An Employee at their discretion may utilize his/her accumulated sick leave, at a 75% rate basis immediately prior to their retirement without penalty and with the acknowledgement of the Employer for this purpose.

F. Employees with twenty (20) years of service in the pension system shall be eligible to sell back up to 200 hours of their sick leave bank, per year at the conversion rate of 75% (Example: 200 hours x 75% = 150 hours payout) to be applied to the unused sick leave upon retirement maximum payout of 1320

hours x 75% =990 hours. This shall be separate from the annual sick leave buyback of up to (80) hours per year at full rate.

G. The Mayor reserves the right to authorize more than 200 hours based on the needs of the Township.

COMPENSATORY TIME SELL BACK

Captain's shall be eligible to sell back 100 hours of compensatory time per year. Anything over 100 hours shall be at the discretion of the Mayor and agreed upon by the Captain. Payment shall be made in the first (1st) pay period in December.

DISABILITY

An Employee who is disabled through illness or non-work related injury shall be granted disability benefits pursuant to the following schedule:

At Least Year	Less Than Year	Weeks Paid At Of salary	Weeks Paid At 50% of Salary	Total Weeks Of Coverage
2	3		7	11
3	4	4	12	16
4	5	4	17	21
5	6	8	18	26
6	7	8	23	31
7	8	8	28	36
8	9	8	33	41
9	10	12	34	46
10	15	12	40	52
15	20	14	38	52
20	25	16	36	52
25	30	18	34	52
30 and Over		20	32	52

Any leave taken pursuant to this section shall be deemed to run concurrent to and subject to the terms of provisions of the Family and Medical Leave Act and the New Jersey Family Leave Act and the Township's Family Leave Policy.

1. A disability entitling an employee to the above benefits is defined as eight (8) calendar days of continuous absence from employment. A Captain who goes on disability must utilize accrued sick leave days during the eight (8) calendar days before being placed on disability at a salary rate of 75%. The Captain may utilize accrued sick time to supplement their salary during this period up to 100%. A Captain must utilize all accrued sick leave days before being placed on one-half salary under the disability schedule.

2. The Township maintains its own disability program. The Captain's shall be subject to a payroll deduction of \$120.00 annually for disability provided under this section.

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WORKERS COMPENSATION

Employees absent due to work related illness or injury shall be compensated at one hundred percent (100%) of their applicable rate.

ARTICLE X

LEAVE OF ABSENCE WITHOUT PAY

The Township of Monroe will comply as required by state and federal laws with the New Jersey Family Leave Act and the Family and Medical Leave Act. Any employee who desires to take a leave pursuant to those laws shall notify the Township with respect to the applicable procedures, entitlement and rules related to such leave. Any leave taken pursuant to the NJFLA or FMLA shall run concurrent with any disability leave.

The Township of Monroe may grant the privilege of a leave of absence without pay for an appropriate reason to a permanent employee for a period not to exceed six (6) months at any one time.

1. A request for leave of absence shall be submitted to the Business Administrator at least two (2) weeks prior to the anticipated start of the leave, except in case of emergencies. Such leaves of absence may be renewed for an additional period not to exceed six (6) months, only by formal action of the Mayor, with the approval of the governing body. No further renewal may be granted, except upon the approval by the Department of Personnel for reasons as established by Commission Regulations.

2. Notice of all leaves of absence without pay, and renewals of such leave, shall be forwarded forthwith to the New Jersey Department of Personnel.

3. During any such leave, health benefits shall be made available to the employee at the election of the employee and at the employee's expense pursuant to COBRA, except for leave taken pursuant to the FMLA.

ARTICLE XI

VACATIONS

A. Each employee shall be entitled to annual vacation with pay in accordance with the following schedule:

- 1. From zero (O) to one (1) year, one (10) hours vacation per month.
- 2. One (1) year but less than three (3) years, (120) hours vacation.
- 3. Three (3) years but less than ten (10) years, (150) hours vacation.
- 4. Ten (10) years but less than fifteen (15) years, (200) hours vacation.
- 5. Fifteen (15) years but less than twenty (20) years, (250) hours vacation.
- 6. Twenty (20) years but less than twenty-five (25) years, (300) hours vacation.

B. Vacations shall be credited to all Captain's account on a calendar year basis. When an employee's vacation entitlement increases on their anniversary date, they shall be entitled to all additional days for that calendar year without proration. If an employee leaves the employment of the Township, for any reason, the employee shall be entitled to vacation on a prorated basis.

C. Vacation days will be calculated from days into hours at a conversion scale of ten (10) hours for each vacation day.

Captain's shall be permitted to carry over unused vacation time into the following year subject the following provisions:

Requests to carry over unused vacation time must be made in writing to the Mayor, with a copy to the Business Administrator, no later than November 1st of each year. The Mayor shall approve or deny the vacation request carry-over, in whole or in part, in writing, no later than November 1st of each year and so advising the requesting employee. The written request to carry over unused vacation time shall include a written justification from the employee's department head, if one exists, setting forth the circumstances in the department which prevented the normal and anticipated use of vacation time by the requesting employee.

The Mayor shall approve the request up to a minimum of five (5) days when possible. However, in unusual circumstances, as justified in the request, additional days may be approved at the Mayor's discretion.

All vacation days approved for carry-over must be used by April 1st of the following year. The provisions concerning carry-over of vacation time shall be equitably applied to all employees and approval to carry-over vacation time shall not be unreasonably withheld.

ARTICLE XII

PERSONAL DAYS

A. Captain's shall be entitled to two (2) non-accumulative personal leave days without refund, within each calendar year. Personal leave is for personal business which cannot be handled outside working hours and not for recreational purposes and the employee shall certify in writing that the leave is for that purpose. It will not be the prerogative of the department head of Business Administrator to determine whether the personal business could or could not be handled outside of the working day.

B. Said requests must be approved by the immediate Supervisor and must be submitted at least two (2) working days prior to the date requested, except in cases of emergency.

C. Personal days will be calculated from days into hours at a conversion scale of ten (10) for each personal day.

D. Personal days may not be used before or after a holiday, except in the cases of emergency.

ARTICLE XII

BEREAVEMENT LEAVE

A. All Captain's shall be entitled to five (5) workdays off, with full pay, at the time of a death in the administrator's immediate family. The "immediate family" shall include father, mother, spouse, significant other, child, brother, sister, or any other member of the administrator's immediate household.

B. All Captain's shall be entitled to two (2) workdays off, with full pay, at the time of a death for a grandmother, grandfather, nephews, nieces, uncles, aunts, father-in-law, mother-in-law, brother-in-law, or sister-in-law.

ARTICLE XIV

HOURS OF WORK

A. The Chief of Police shall determine the basic workweek of an employee. When a work week contains a municipal recognized holiday, the Chief of Police will assess the departmental needs and public safety requirements for the holiday and may adjust the basic work week schedule accordingly.

B. It is recognized that the managerial and executive demands within the rank of Captain require work related activity during their off time. Examples of these activities include but are not limited to: answering and making phone calls, virtual meetings, writing and checking emails, coordinating and monitoring field activity, directing subordinates, drafting plans, reports or memorandums, and reviewing subordinate work product. As compensation for such work, the Department shall, effective January 1, 2015, provide each Captain with a one-time salary adjustment of \$5,800 (On-Call/Standby Pay). Additionally, effective January 1, 2016, the Department shall provide each Captain with a one-time salary adjustment of comp time.

These amounts shall replace any compensation previously provided for work performed beyond the regular working day.

ARTICLE XV

INSURANCE

A. Effective January 1, 2012, the amount of contribution to be paid by an employee for medical, dental and prescription drug benefits for the employee and any eligible dependents shall be set in accordance with P.L. 2011 c.78. These contributions shall remain in effect until a successor agreement is executed.

B. Effective April 01, 2016 the Township shall provide heath and prescription benefits through the New Jersey State Health Benefits Plan for all eligible Captains, eligible retired unit members, and their eligible dependents. Employees shall be eligible to select any "co-insurance" plan, including but not limited to Direct 10. The Township retains the right to switch insurance carriers during this term of this agreement provided that the benefit plans offered are equal to or better than the applicable plans of the New Jersey State Health Benefits Plan.

C. The Township shall maintain a dental coverage program for its employees and eligible dependents.

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D. In the event that an eligible retiree opting-out of the Township's benefit plan loses alternative coverage due to a "life changing event" as defined by the benefit plan, the eligible retiree may re-enroll immediately upon providing sufficient documentation of the loss of alternative coverage.

E. Pursuant to Resolution 62-93, the Township of Monroe has agreed to pay the premium for medical benefits for employees and their eligible dependents who have retired after serving twenty-five

(25) years or more in the Pension System; and thereby adopting the provisions of Chapter 88, Public Laws of 1974. Provisions of sections A and B above shall apply.

F. The Township of Monroe agrees to maintain coverage of medical plans for a retiring employee, in good standing, and their dependents if applicable, or medical disability, with twenty-five (25) years or more in the Pension System. When the retiree or spouse is eligible for either Medicare and/or Medicaid the retiree or spouse shall enroll in Medicare / Medicaid at which time such coverage shall become the primary coverage for the retiree and the Township's coverage shall become secondary coverage for the retiree. All Medicare Part B payments will be reimbursed on an annual basis as soon as practicable for the previous year. Requests for reimbursement must be made within 60 days of January 01, of any year. Failure to enroll in Medicare / Medicaid upon eligibility may result in the loss of Township benefits to the retiree.

G. If an employee loses his/her life while performing in the capacity of a police officer, the Township agrees to continue all medical and dental plans for his/her spouse and/or children until said children reach legal age and/or his/her spouse remarries, in accordance with applicable provisions. Any child who is a full time student shall receive coverage to age twenty-three (23).

H. Employees shall receive an insurance policy in the amount of \$15,000.00. Any future changes to this Health and Welfare Plan will be the same for all Township employees.

I. A retiring employee may at his/her request and cost, continue the life insurance policy coverage presently in effect through the Township.

J. Any employee choosing not to accept the Township health insurance plan will be compensated according to the most current established municipal ordinance, after giving written notice to the Administrator's Office of his/her decision to waive insurance benefits for the current year. This option must be initiated yearly and is subject to the rules, provisions and laws governing the NJSHBP

ARTICLE XVI

COLLEGE CREDIT

Any employee covered by this agreement shall be entitled to four hundred dollars (\$400.00) for an Associate's Degree, eight hundred dollars (\$800.00) for a Bachelor's Degree or one thousand two hundred dollars (\$1,200.00) for a Master's Degree. The degree must be in a police related field. It is expressly understood that this is a continuing benefit from year to year and that the amounts specified above will be paid each year to eligible Captain's.

ARTICLE XVII

TRAINING

An employee shall be allowed to attend a training course or facility specifically for the purpose of learning and/or improving his/her skills as an administrator in their field or in general administrative/management principles. The Township recognizes that training is an integral part of law enforcement and agrees to abide by the New Jersey Attorney Generals Guidelines.

The Township agrees to pay for, or reimburse, any Captain that is required to take the aforementioned Administrative/Managerial courses prescribed for the position of Captain.

ARTICLE XVIII

Clothing Allocation

The Chief of Police shall prescribe suitable uniforms to be worn by employees. When a new employee is appointed, all uniforms and equipment necessary to the safe and efficient functioning of said personnel, shall be provided at the expense of the Township.

ARTICLE XIX

MILITARY LEAVE

Where an employee is a member of the National Guard and/or a reserve unit, or a member of the Armed Forces of the United States, and is required to engage in field training or to attend weekly drill meetings, or required to report for active duty, he/she will be granted a military leave of absence with full pay for the period of such training, meeting, or duty. Such leave shall not affect his/her vacation or seniority standing. This leave shall be granted for training obligations consistent with NJAC 5A:1.

ARTICLE XX

MILEAGE

An employee if requested and/or required to use his/her personal vehicle for department related business shall receive mileage compensation equal to the current federal IRS rate per mile.

ARTICLE XXI

RETENTION OF BENEFITS

The employer agrees that all lawful benefits and terms and conditions of employment existing and not modified by this agreement shall be continued in effect in accordance with New Jersey Law.

ARTICLE XXII

RETIREMENT

Upon notification of intention to retire, the Township shall provide for "Administrative Leave" in which the employee may utilize at their discretion any accumulated accrued vacation, compensatory, stand by or sick time that was permitted by this agreement.

The Employee acknowledges that no additional sick time or vacation time will accumulate during this "Administrative Leave" period.

An Employee who opts not to utilize "Administrative Leave" may receive a financial settlement based on their accumulated time as provided for in this contract. That financial compensation may at the employees' request be paid over a three (3) year period of time in equal annual payments.

Any benefits enumerated in other sections of this agreement that indicate a retirement benefit shall be adhered.

ARTICLE XXIII

DISCIPLINE, SUSPENSIONS, APPEALS

1. Discipline: Policy

a) All disciplinary matters within the police department shall be in accordance with the New Jersey Attorney Generals Guidelines, Police Department policy and New Jersey Civil Service laws.

b) No permanent employee shall be disciplined, demoted, or discharged without just cause. Any such disciplinary or discharge proceeding, or any complaint shall be processed in accordance with the laws, New Jersey Attorney Generals Guidelines, Police Department policy, New Jersey Civil Service laws and the current collective bargaining agreement.

c) Employees shall have the right to counsel, union representation, and the rights as defined by "the Law Enforcement Protection Act", "Weingarten", "Garrity" and "Laudermill".

2. Suspensions: Any member disciplined for any departmental charges shall be entitled to a hearing. Nothing in this agreement shall limit or deny the rights of an employee as may be available in other circumstances pursuant to applicable law.

3. Appeals: All appeals of disciplinary actions shall comply with applicable law. Minor Discipline (up to 5 day suspensions) may be appealed through the grievance process as outlined in this CBA. Major Discipline shall not be subject to the CBA grievance procedure but may be appealed though other agencies with competent jurisdiction.

ARTICLE XXIV

GYM MEMBERSHIP

Captain's shall be entitled to \$150.00 annually to reimburse for a gym membership upon submitting a receipt for the membership.

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2019 and shall continue in effect until December 31, 2021, subject to the Association's right to negotiate a successor Agreement.

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Mayor Richard DiLucia

Dated: P- 28-19

ATTEST: Chisellio

Aileen Chiselko, Township Clerk Dated: 8/28/19

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Captain Michael Rebecca

8/20/19 Dated: Captain Frik Lewis

20 8 Dated:

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