

AGREEMENT

Between

BOROUGH OF DUNELLEN

And

SUPERIOR OFFICERS' ASSOCIATION AFFILIATED WITH POLICEMEN'S
BENEVOLENT ASSOCIATION (PBA) LOCAL 146

JULY 1, 2001 THROUGH JUNE 30, 2005

Law Offices of
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ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

A. The Borough hereby recognizes Superior Officer's Association Affiliated with PBA, Local 146 Association (hereafter the "SOA") as the sole and exclusive representative of the employees in the bargaining unit, as defined in Article I, Paragraph B, herein, for the purpose of collective bargaining.

B. The bargaining unit shall consist of all patrolman who are members of the Police Department of the Borough of Dunellen, New Jersey (hereafter the "Borough"), consisting of the ranks of sergeant and lieutenant.

C. Legal Reference

1. Nothing contained in this Agreement shall alter the authority conferred by Law, Ordinance, Resolution, or Administrative Code and Police Department Rules and Regulations upon Borough officials or in any way abridge or reduce such authority. This Agreement shall be construed as requiring Borough officials to follow the terms contained herein, to the extent that they are applicable, in the exercise of the responsibilities conferred upon them by law. Nothing contained

herein shall be construed to deny or restrict any policeman such right as he may have under other applicable Laws and Regulations.

2. If any provision of this Agreement or any application of this 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 law, but all other provisions or applications shall continue in full force and effect.

ARTICLE II

COLLECTIVE BARGAINING PROCEDURE

A. Collective bargaining shall be conducted by duly authorized bargaining agents of each of the parties.

B. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party. Requests by either party will be made directly to the chairman of the Borough Police Committee, if requested by the SOA, or to the President of the SOA, if requested by the Borough.

C. Employees who may be designated by the SOA to participate in collective bargaining meetings called for the purpose of the negotiation of the collective bargaining agreement will be excused from their work assignments without loss of regular straight time pay.

D. Additional representatives of each party, in addition to each party's attorney, may participate in collective bargaining meetings, if satisfactory to both parties. Not more than one (1) officer may participate in negotiations while on duty unless approved by Chief of Police.

ARTICLE III

DISCRIMINATION AND COERCION

A. The parties to this Agreement agree that there should be no discrimination, interference or coercion by the Borough of the SOA because of an employee's membership or non-membership or activity in the SOA. Neither the Borough nor the SOA shall discriminate against any employee because of race, creed, color, national origin or political affiliation.

B. Policemen's Rights

Pursuant to Chapter 85, P.L. 1977 (N.J.S.A. 34:13A-16, et seq.), the Borough hereby agrees that every police officer shall have the right to freely organize, join and support the SOA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising government power under the Laws of the State of New Jersey. the Borough undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any police officer in the enjoyment of any rights conferred by Chapter 85, P.L. 1977, or other Laws of New Jersey, or the Constitutions of New Jersey and the United States.

ARTICLE IV

GRIEVANCE PROCEDURE

A. To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to the interpretation of the application of this Agreement, the following shall be followed:

STEP 1:

The Chief of Police shall meet with the grievant and any appropriate representatives from the SOA and the grievant's representative attorney, if the grievant so immediately chooses upon submission of the grievance. The Chief shall respond in writing within ten (10) calendar days from receiving the grievance.

STEP 2:

If the SOA is not satisfied with the Chief's response in Step 1, or if no response is received within ten (10) calendar days from the Chief or his representative, then the grievance may be submitted in writing through the Borough Clerk to the Police Committee. The Police Committee shall submit its response within thirty (30) calendar days of receipt of such grievance.

STEP 3:

If the grievance is not resolved at Step 2, or if no written decision is received by the SOA within thirty (30) calendar days from the date the written grievance was submitted to the Police Committee in Step 2, then the grievance may be submitted to binding grievance arbitration. The party demanding arbitration shall request the New Jersey Public Employment Relations Commission or the New Jersey Board of Mediation to appoint an arbitrator to hear the arbitration in the manner set forth in Rules or Regulations of either such agency.

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

2. Unless the parties have agreed in advance, the parties may only submit one grievance at a time to a single arbitrator.

3. The arbitrator shall be bound and governed by the provisions of this Agreement and restricted to the facts presented to him by those 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.

4. The cost of the service of the arbitrator shall

be borne equally by the Borough and the SOA. Any additional cost shall be paid for by the party incurring same.

B. The time to commence any grievance shall be ten (10) calendar days, in writing, from the date of the occurrence or the date he/she knew or should have known of the occurrence. Failure to pursue a grievance in a timely manner through any of the steps herein shall be deemed to be an abandonment of the grievance.

ARTICLE V

MANAGEMENT RIGHTS

A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitutions 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 municipality, its properties and facilities, and activities of its employees, personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.

2. To make rules of procedure and conduct; to use improved methods and equipment; to determine work schedules, shifts, and duties; to decide the number of employees needed at any particular time; and to be in sole charge of the quality and quantity of work required.

3. Management's right to make reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective

operation of the Department after advance notice to the employees and to require compliance by the employees.

4. To hire all employees, whether permanent, temporary or seasonal, and to promote, transfer, assign or retain employees.

5. To suspend, demote or take any other appropriate disciplinary actions against an employee for good and just cause according to law.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations and practices in the furtherance therewith, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms hereof in conformance with the laws and Constitutions of the State of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 40A:1-1, et seq., or any national, state, county or local laws or regulations.

ARTICLE VI

WAGES, HOURS AND OVERTIME

A. The aforementioned salary guide shall be implemented.

	7/1/01	7/1/02	7/1/03	7/1/04
Sergeant	67,987	70,706	73,894	77,200
Lieutenant	74,106	77,070	80,913	84,920

B. Hours of Work

The work day shall consist of twelve (12) hours unless change by the Employer pursuant to the 12 hour Memorandum of Agreement. The work week shall consist of approximately forty (40) hours.

C. Overtime

1. The first hour of overtime immediately following the completion of a shift shall be paid at time and one-half (1-1/2). All overtime beyond the first hour worked immediately following the completion of a shift shall be paid at time and one-half (1-1/2). All extra duty shifts shall be paid at time and one-half (1-1/2).

2. In the event an officer is held over for an additional shift or part thereof by the Chief or designee, the officer shall not have the option of working the full twelve (12) hour shift. Except in an emergency, no officer shall be permitted to work more than six (6) consecutive overtime hours

contiguous to his/her full shift. If an officer is required to be called in early as a result of the exercise of the aforementioned option by the held over officer, neither affected officer shall have the right to grieve any such early call-in.

ARTICLE VII

LONGEVITY

A. All full-time, regular police officers of the Borough are entitled to a two percent (2.0%) increase in base salary for every completed, uninterrupted five (5) years of police service, with a maximum longevity increase of ten percent (10.0%), which is arrived at after completion of twenty-five (25) years of police service.

1. Employees hired after July 1, 1998 shall receive the following:

- A. After completion of 8 years - 2
- B. After completion of 12 years - 4
- C. After completion of 16 years - 6
- D. After completion of 20 years - 8% maximum amount

B. "Base salary" is hereby defined as the regular, straight time salary paid for the particular rank and class of police officer as reflected in the appropriate schedule of the Borough Salary Ordinance, excluding overtime and any fringe benefits.

ARTICLE VIII

VACATION TIME

A. The following vacation days shall be deemed earned by all regular full-time police officers for uninterrupted years of service with the Borough as indicated below.

<u>Years of Service</u>	<u>Number of Working Days</u>
0 to 1	0 days
1 to 5	14 Days
6 to 9	16 Days
10 to 14	18 Days
15 to 19	22 Days
20 or More	30 Days

B. Each officer shall select the first fourteen(14) vacation days to which he/she is entitled as a single block of consecutive working days or in blocks of five (5), five (5) and four (4) days. Any additional vacation days to which an officer is entitled may be used as a single day or in blocks of days, subject to the provisions of this Article.

C. Each officer shall select his/her consecutive fourteen (14) working day vacation during the first three (3) months of the new year; selection shall be made on the basis of seniority, starting with the Lieutenant and continuing through the junior officer. Two (2) officers may take their vacation during any vacation period.

D. The vacation period shall commence on January 2nd, and

continue through December 15 of each year. It shall consist of twenty (20) calendar day periods. Employees must make their vacation selection by April 1st, or they shall be slotted into available time, i.e. they shall lose their right to a seniority pick. An employee must give two (2) weeks notice to utilize non-primetime vacation. An employee must give two (2) weeks notice to utilize prime time vacation.

E. After every officer has selected his/her consecutive fourteen (14) working day vacation, officers may select their remaining earned vacation time at any time before December 15 on a first-come, first-serve basis.

F. Pursuant to the discretion of the Chief of Police, no valid vacation request shall be denied subject to Paragraph D, Article XVIII. If the shift vacancy cannot be voluntarily filled, a regular officer shall be assigned to work from the immediate proceeding shift by the shift commander. A superior officer will replace a superior officer and a patrolman will replace a patrolman unless the situation is physically impossible. Overtime shall be offered by replacement rank first. If no one volunteers, then volunteers from another rank may fill the position. This paragraph shall not be applicable for Christmas Eve, Christmas Day, New Year's Eve, New Year's Day and Thanksgiving Day.

G. No police officer may use a vacation day on Easter

Sunday, Christmas Eve, Christmas Day, New Year's Day or Thanksgiving Day if the use would require the involuntary assignment of another officer from the preceding shift to replace him/her.

ARTICLE IX

EMERGENCY LEAVE

A maximum of three (3) calendar days' emergency leave either from the day of death or the day of the funeral shall be granted due to a death of a member of the immediate family. "Immediate family" shall be defined as: spouse, children or step-children, parents, step-parents, siblings, in-laws and grandparents. The leave shall start upon notification to the officer's superior. Emergency leave shall not be charged against vacation or compensatory time. The above days off will be granted to said officer only on his/her scheduled days of work. Any and all other emergency leave for said officer will be granted at the discretion of the Chief of Police or designee. If vacation or personal days occur during bereavement period, such days shall be rescheduled.

ARTICLE X

HOLIDAYS

A. All members covered by this Agreement shall be entitled to thirteen (13) paid holidays per year paid at eight (8) hours per holiday regardless of work shift. The rate of pay shall be the straight time rate in effect at the time of the holiday. The said holidays are as follows:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Election Day
Easter Sunday	Veteran's Day
Memorial Day	Thanksgiving
July Fourth	Christmas Day
Martin Luther King's Birthday	

B. Payment for these holidays will be made annually on the first payday in November.

ARTICLE XI

CLOTHING ALLOWANCE

A. All uniformed full-time police officers shall be entitled to an annual clothing allowance of \$1,025.00.

B. The said clothing allowance will be used to maintain, upkeep and replace all clothing worn by the officers excluding service weapon, and all other equipment issued by the Borough.

C. The clothing and maintenance allowance shall be paid in one (1) check by the second payday in July.

D. Clothing used on outside jobs shall not be covered under this article.

ARTICLE XII

RETENTION OF BENEFITS

A. Except as otherwise provided herein, all fringe benefits, etc. which the employees have heretofore received, and are presently receiving, including, without limitation, leave for sickness or injury, shall be maintained and continued by the Borough during the term of this Agreement. The provisions of all Municipal Ordinances and Resolutions, policies and procedures, except as specifically modified herein, shall remain in full force and effect during the term of this Agreement and shall be incorporated in the Agreement as if set forth herein at length.

B. The Borough shall not eliminate any generalized benefit that has been continuously enjoyed by all employees for a substantial period of time without good cause.

ARTICLE XIII

ALLOCATIONS AND EXPENSES

A. Authorized Police Schools

All expenses to attend police schools shall be incurred by the Borough. In addition to the expenses paid for the school, the member will receive Five Dollars (\$5.00) per day to cover his/her expenses for all authorized State Police Schools and Five Dollars (\$5.00) per day for all authorized County Police Schools.

B. In the event that any member of this Department has to use his/her own personal vehicle to testify in any criminal or motor vehicle case pertaining to his/her employment, the member must be compensated for all expenses incurred. The officer will be compensated for mileage at the allowable I.R.S. rate.

C. In the event that any member is called or subpoenaed to testify in any criminal or motor vehicle case pertaining to his/her employment during his/her vacation time, the member must be so compensated with the vacation day(s). If it is impossible due to Article VII (Vacation Time) to use the day(s) before December 31st of that year, the vacation day(s) will be carried over to the next year. The day(s) may be taken at the officer's discretion according to the terms of Article VIII.

ARTICLE XIV

FIREARMS QUALIFICATION

In the event that an officer of this Department has to qualify with his/her firearm on his/her own time, he/she will be compensated with up to eight (8) hours' compensatory time for each and every time the officer is called upon to qualify, except as modified herein.

ARTICLE XV

MEDICAL COVERAGE FOR RETIRED MEMBERS

The Borough agrees to pay for the cost of Blue Cross-Blue Shield, Extended Basis Benefits, and Major Medical under Chapter 88, P.L. 1974, as amended by Chapter 436, P.L. 1981, commonly known as the New Jersey State Health Benefits Program, for all SOA members who retire with twenty-five (25) years of service in the Police/Fire Pension system.

ARTICLE XVI

DENTAL PLAN

A. The Borough shall furnish a dental plan for all members of the SOA.

B. The Borough retains the right to change insurance carriers so long as substantially similar benefits are provided.

ARTICLE XVII

PERSONAL DAYS

A. Personal days will not be convertible into compensatory time and the employee will receive, on an annual basis, five (5) personal days. Officers covered by this Agreement will be required to fill out a written request for a personal day at least twenty-four (24) hours prior to the taking of such, except in emergencies. Should an emergency arise (pressing personal business which cannot be otherwise foreseen in advance), the officer shall be entitled to take the day, provided it does not severely impact upon the operations of the Department by the creation of overtime. In such event, the officer must complete the request for personal leave form within three (3) days of his return to work. Effective January 1, 2004, 2 of the 5 personal days may be used on an emergent basis regardless of overtime placations.

B. Any unused personal days shall be paid for at straight time, no later than the second pay period of the following fiscal year (second pay period of fiscal year, etc.) at eight (8) hours pay regardless of work schedule.

ARTICLE XVIII

COMPENSATORY TIME

A. Effective upon the signing of this Agreement, but no later than June 15th, all overtime worked shall be paid at time and one-half (1-1/2). All extra duty shifts shall be paid at time and one-half (1 1/2). The employee, at his/her sole discretion, may choose to take compensatory time off, in lieu of being paid for overtime. The employee may accumulate up to a maximum of one hundred twenty (120) hours of compensatory time off. Compensatory time off may be carried forward from year to year, so long as the total number accumulated at any time does not exceed ten (10) days. Year to year shall mean the fiscal year of July 1st to June 30th.

B. Once one hundred twenty (120) hours are banked, all future or subsequent possible comp days earned must be paid for in cash at overtime rate.

C. By May 31st of any year, the police officer shall notify the Chief in writing if he/she wants to receive cash for comp time instead of carrying comp pay over.

D. Comp days cannot be scheduled in a manner that automatically creates an overtime situation. If an overtime

situation develops subsequently because of a comp day having been previously approved, the comp day already approved shall not be affected or revoked. Vacation requests made after a comp day is granted will not be approved if it creates an overtime situation. Overtime situations may be created by unanticipated absences such as sick leave or bereavement.

E. Police officers may not take or use more than ten (10) comp days in any fiscal year.

F. One hundred twenty (120) hours equates to ten (10) days.

ARTICLE XIX

CALL-IN TIME

A. Any police officer who is called into work for a municipal court appearance on his/her off-duty time will be granted a minimum of four (4) hours' pay. Any time actually worked in excess of four (4) hours will be compensated at the rate of one (1) hour at the straight rate in cash. A minimum call-out payment is limited to those times which are non-contiguous with the front or back side of the employee's work day. Effective July 1, 2003, non-municipal court call-out shall be minimum of three (3) hours straight time.

B. The use of compensatory time is subject to the condition that no cost result to the Borough at the time of application, as per Article XVIII.

ARTICLE XX

POSTING OF SCHOOLS

All information received by the Chief of Police or his designated representative pertaining to police schools, seminars, etc. shall be immediately posted on the bulletin board so that all interested officers may have a fair chance to request being sent to the same by the Borough, or to make arrangements to attend same on their own time. Grievances arising under this Article shall be submitted only on the basis that the Chief of Police cited arbitrary or capricious reasons for determining that a special reason precluded the selection of the most senior applicant. All officers assigned to in-service school will follow the January 1, 2001 policy.

ARTICLE XXI

MONTHLY SOA MEETINGS

Pursuant to the discretion of the Chief of Police, all Superior Officer who may be on duty at the time of the regular monthly SOA meeting shall be allowed to attend said meeting. All officers on duty shall be in direct contact with Police Headquarters. In the event of any calls, officers shall respond directly from the meeting.

ARTICLE XXII

INSPECTION OF PERSONNEL FILES

A. Every police officer in this Department shall have the right to inspect his/her personnel file. Only one official file may be maintained by the Borough and only material from that file may be utilized in any proceeding against an officer. A written request shall be made to the Chief of Police forty-eight (48) hours prior to the inspection of the files. The Chief of Police may designate the Captain or Lieutenant to make the files available to the requesting officer.

B. All officers are to be given an opportunity to initial any material which is to be placed into the officer's personnel file prior to such placement. The officer's failure to initial the document shall not preclude the Borough from placing the material therein.

C. The Borough shall establish a verification procedure (hand delivery or certified mail, return receipt requested) so that there should be no misunderstanding as to an officer's receipt of an official document.

ARTICLE XXIII

TRANSFER AND REASSIGNMENT OF OFFICERS

Except in the case of extreme emergency, any police officer whose regularly scheduled shift is to be changed in order to replace another police officer who will be absent from duty for more than fourteen (14) working days, because of illness, injury, suspensions, or schools shall be given seventy-two (72) hours' advance notice. Such notice will be given to the officer whose shift is to be changed. Reassignment of shifts for vacation periods shall apply only to the first fourteen (14) working days of vacation time as specified in Article VII. Any officer having his/her normal shift changed shall be notified in writing of the change prior to April 15 of that year. Shift changes shall be made equitable among all officers. No officer shall have his/her shift changed to affect his/her normal day off. No shift will be changed to cover absenteeism for sickness, other vacations days, schools, etc. No shift change shall result in an officer having to work more than twelve (12) hours in a row (subject to Docket No. SN-95-57).

ARTICLE XXIV

COLLEGE CREDITS

A sum of Seven (\$7.00) Dollars per college credit shall be paid by the Borough to all full-time police officers who achieve a passing grade of "C" or better in any Police Science Course. Said credits shall be earned at any full accredited college or university.

All credits earned by July 30th shall be paid by the Borough and credited to the present year's salary. All credits earned after July 30th shall be applied to the following year's salary.

ARTICLE XXV

SICK LEAVE

Sick leave shall be granted pursuant to existing practice. Where an employee has been out on sick leave for two (2) or more consecutive days, the Borough may require a physician's certificate attesting to proof of illness. The employee may, at his/her option, utilize the Borough's physician at no cost. If the employee utilizes his/her own physician, the employee shall bear the cost of the visit. If the employee is absent on a weekend he can bring the note in the next scheduled work day.

ARTICLE XXVI

SEPARABILITY AND SAVINGS

In the event that any provisions of this Agreement shall at any time be declared invalid by legislative act or any court in competent jurisdiction or through governmental regulations or decree, such decisions shall not invalidate the entire Agreement; the parties agree hereto that all other provisions of this Agreement not declared invalid shall remain in full force and effect.

ARTICLE XXVII

OTHER ITEMS

No police officer shall be dismissed, disciplined or reprimanded without just cause.

ARTICLE XXVIII

MAINTENANCE OF WORK OPERATIONS

A. The SOA covenants and agrees that during the term of this Agreement, neither the SOA nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or concerted willful absence of a police patrolman from his duties of employment), work stoppage, slowdown, walk-out or other job action against the Borough. The SOA agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slow-down, walk-out or job action, it is covenanted and agreed that participation in any such activity by any SOA member shall be deemed grounds for disciplinary action, including possible termination of employment of such employee or employees.

C. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the SOA or its members.

D. The SOA and any of its members shall have the right to picket, demonstrate or advertise as is constitutionally permitted.

ARTICLE XXVIV

FULLY - BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement except as required by law.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing executed by both parties.

ARTICLE XXX

TERMS OF AGREEMENT

A. This Agreement shall become effective on July 1, 2001 and shall terminate on June 30, 2005 changes/modifications as to salary and clothing allowance in this Agreement shall be retroactive to July 1st; all other changes/modifications shall become effective upon the signing of this Agreement by both parties or as set forth herein.

B. If either party desires to change this Agreement, it shall notify the other party in writing at least sixty (60) days prior to the expiration of this Agreement of the proposed changes and its desire to terminate this Agreement. If a desire to change this Agreement is expressed by either party, negotiations shall start on or about May 15th of that year. If a notice is not given as herein stated, this Agreement shall automatically be renewed for another year.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 2003.

SUPERIOR OFFICER'S ASSOCIATION
AFFILIATED BENEVOLENT ASSOCIATION
(PBA) LOCAL 146

BOROUGH OF DUNELLEN

BY: _____

ATTEST:

ATTEST:

BY: _____

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