

9/7/06

CONTRACT

BETWEEN

THE CITY OF PATERSON

AND

SUPERIOR OFFICERS ASSOCIATION
OF PATERSON POLICE DEPARTMENT

AUGUST 1, 2003 - JULY 31, 2008

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PREAMBLE

This Contract, made this ____ day of June, 2006, by and between the City of Paterson, New Jersey, hereinafter referred to as the CITY, and the Superior Officers Association of the Police Department of the City of Paterson, hereinafter referred to as either the SOA or Association, is designed to maintain and promote a harmonious relationship between the City of Paterson and such of its employees who are covered within the provisions of this Contract, in order that more efficient and progressive public service may be rendered.

1. RECOGNITION

1.1 The City hereby recognizes the SOA as the exclusive and sole representative for collective bargaining negotiations concerning salaries, hours, and other terms and conditions of employment, for all sworn Police Sergeants, Lieutenants, Captains, Deputy Chiefs, and superior officers of the Paterson Police Department.

Unless otherwise indicated, the terms "employee" or "employees" when used in this Contract, refers to all persons represented by the SOA.

2. ASSOCIATION SECURITY and PRIVILEGES

2.1 All employees covered by this Contract who are member of the SOA at the time this Contract is ratified or who hereafter

become members during the term of this Contract must retain their membership in the SOA for the duration of the Contract, by offering to pay monthly dues, assessments, and initiations fees required by the SOA. Subject to the provisions of N.J.S.A. 52:14-15.9e, the City agrees to deduct twenty-six (26) times per year from the salary of each employee the sum certified as such, and deliver same to the SOA Treasurer or other designated SOA officer, by the Tuesday following the week the deduction was made. The SOA agrees that it will indemnify and save harmless the City of Paterson against any and all actions, demands, losses, claims or expenses in any manner resulting from action taken by the City at the request of the SOA under this section.

2.2 The City shall not discriminate in favor of, or assist any other labor or police organizations which in any way affects the SOA's rights as certified representative for the period during which the SOA remains the certified representative of the employees.

2.3 The City will cooperate with the SOA's officers with respect to all reasonable requests concerning the SOA's responsibilities as the certified representative.

2.4 Neither the SOA nor the City shall exert any pressure on, or discriminate against an employee because of his membership or non-membership in the SOA.

2.5 During the actual negotiating sessions between representatives of the SOA and the City for renewal, change or a new collective bargaining agreement, the negotiators for the SOA shall be assigned to the day tour during negotiation days, and they shall be excused from their duties in the Division provided such periods of negotiating are reasonable and necessary and provided the number of negotiators shall not exceed three (3) in number. The SOA President shall notify the appropriate shift commanders at least forty-eight (48) hours in advance of the scheduled negotiations.

2.6 The SOA President shall be assigned to the day tour of duty in a position appropriate to his fulfilling the obligations of his office including but not restricted to the attending of Association meetings, the processing of grievances, and the administration of this Contract with the City and its employees. He shall not suffer any loss of wages or benefits while fulfilling the requirements of this section. The SOA President shall be placed in a "Detective" status with regard to his terms and conditions of employment, but shall suffer no loss of wages or benefits as a consequence thereof.

2.7 Elected Officers of the SOA shall be excused from duty at the time meetings and officers workshops held prior to the meeting are to be held, so that they are able to attend meetings

of the general membership, and they shall not be required to perform any additional services to make up for time spent in attendance at such meetings. The shift commander may not unreasonably refuse to excuse an individual if remaining manpower is adequate to meet the service needs of the organizational unit of which that individual is assigned.

2.8 The SOA liaison, or his alternate, shall be excused from duty on the day that meetings are to be held by the Delegate Board of the New Jersey State PBA. He shall not be required to perform any additional services to make up for time spent in attendance at such meetings.

2.9 A maximum of three (3) appointed SOA members shall be excused from duty without loss of pay or benefits, to attend an annual PBA convention. The SOA President shall notify the Chief of Police thirty (30) days prior to the start of the Convention with a list of the names of the SOA members who will attend the Convention.

2.10 The City shall provide an office in the Headquarters Building for the sole use of the SOA's officers to administer this Contract and to execute the duties of their office. The SOA shall bear the full cost of furnishing said office; however, the City will provide Division phones in the office to be used by the officers for official business only.

2.11 The SOA President, and an officer if needed, shall have the right to visit the Director, Chief of Police, Headquarters, Precincts, Motor Pool and other police occupied facilities, at all reasonable hours for Association business. The SOA President or his designees shall have the right to visit other officials of the City government for Association business in accordance with existing rules and regulations.

2.12 The Association shall be furnished with copies of all Directives, General Orders, Special Orders, Personnel Orders, Rules and Regulations and Procedures, and all other communications affecting wages, hours and other terms and conditions of employment for employees covered by this Contract, and said copies shall be furnished to the Association within twenty-four (24) hours of their promulgation.

2.13 The City shall furnish at no cost to the SOA, once a year, an updated listing or roster which shall contain the names, current addresses and telephone numbers of police officers who are members of the Association, as such information is reflected in the files of the City.

3. EMPLOYER RIGHTS

3.1 Purpose.

The city hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and

responsibilities conferred upon and vested in it prior to the signing of this agreement by the laws and Constitution of the State of New Jersey and of the United States, including but not limited to the right to manage the affairs of the City and to direct the working forces and operations of the City, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time, and to be in sole charge of the quality and quantity of the work required.

3.2 City's Exercise of Rights.

In the exercise of the foregoing power, rights, authorities, duties and responsibilities, the City has the right, subject to the terms contained herein, to hire employees, to promote, transfer and assign them, suspend, demote, discharge or take other appropriate action for just cause, and to lay off employees because of lack of work and for other legitimate reasons.

3.3 Management Prerogatives.

The City reserves the right to make such other reasonable rules and regulations, orders and policies as may from time to time be necessary and proper for the purposes of maintaining order, safety or the effective operations of the department after reasonable notice thereof to the employees

affected.

3.4 Limitations on Employer's Rights.

The exercise of the foregoing power, rights, authority, duties and responsibilities by the City shall be limited by the terms of this Agreement and only to the extent such terms are in conformance with the Constitution and laws of the State of New Jersey and of the United States.

3.5 Extent of City's Rights and Authority.

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

4. NON-DISCRIMINATION

4.1 Neither the City nor the Association shall discriminate against any employee on conditions of employment because of race, color, creed, sex or national origin.

5. POLICE OFFICER'S RIGHTS

5.1 Subject to Chapter 303, Public Laws of 1968 and amendments thereto, the City hereby agrees that every employee shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining negotiations and other concerted activities for mutual aid and protection. The City agrees that it shall not directly or

indirectly discourage or deprive or coerce any employee in the enjoyments of any rights conferred by Chapter 303, Public Laws of 1968 or other laws of the State of New Jersey, its Constitution, and the Constitution of the United States; that it shall not discriminate against any employee with respect to hours, wages, or any other terms or conditions of employment by reason of his membership in the Association, collective negotiations with the City, or his institution of any grievance, complaint or proceeding under this Contract or otherwise with respect to any terms or conditions of employment.

5.2 An employee shall have the right to inspect his personnel file on reasonable notice and at reasonable times.

5.3 Guidelines for Interrogation of Members of the Department

5.3.1 The 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 come questions concerning the actions and activities of the employees. These questions often require immediate investigation by superior officers and/or members of the Internal Affairs Division.

In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following guidelines are promulgated:

5.3.2 The interview or questioning of an employee shall be at a reasonable hour, preferably when the employee is on duty, unless the exigencies of the investigation dictate otherwise. Where practicable, interview and/or questioning shall be scheduled during the employee's tour of duty. If overtime, as defined in the Contract, is incurred by reason of such questioning, the employee shall receive overtime compensation.

5.3.3 The interview or questioning shall take place at a location designated by the investigating officer. Usually it will be at the Command to which the investigating officer is assigned, or at the Command within which the employee is assigned.

5.3.4 The employee shall be informed of the rank, name and Command of the officer in charge of the investigation, as well as the rank, name and Command of the officer conducting the questioning, and of all persons present during the interview and/or questioning; the employee shall also be notified if the questioning and interview is being recorded.

5.3.5 If an employee is directed to leave his post and report for an interview and/or questioning to a Command other than his own, his Commanding Officer shall be promptly notified of his whereabouts by the Officer in charge of the investigation.

5.3.6 The employee shall be informed of the nature of

the investigation before any questioning commences, including the name of the complainant and all witnesses. The names and the addresses of the complainants and/or witnesses need not be disclosed if sufficient information to reasonably apprise the employed of the allegations is otherwise provided. If it is known at the initial contact, an employee being questioned shall be informed whether he is the target of a criminal investigation or a witness.

5.3.7 The questioning shall not be overly long and reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls and rest periods as are reasonably necessary. The employee shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishments. No promises of reward shall be made as an inducement to answering questions.

5.3.8 If an employee is under arrest or likely to be, or if he is a suspect or the target of a criminal investigation, he shall be afforded and advised of all his rights pursuant to the United States Constitution.

5.3.9 Any records in the files of the Internal Affairs Unit which have been ordered expunged by a court of competent jurisdiction shall be promptly disposed of in accordance with the

law.

5.3.9.1 Records of Internal Affairs investigations shall be maintained in accordance with the records retention and disposition schedule for local police departments issued by the New Jersey Division of Archives and Records Management and in accordance with the Internal Affairs Policies and Procedures established by the New Jersey Attorney General's Office. In no event shall records or notes, including any complaint, concerning any Internal Affairs investigation, be placed in an employee's personnel file.

5.3.10 The City shall maintain separate personnel files for each employee. Any personnel file maintained by the City shall be kept strictly confidential.

5.3.11 Suspension, reinstatement and recovery of withheld pay shall be in accordance with N.J.S.A. Title 40A:149.1, 149.2, 149.3 and N.J. Department of Personnel Rules and Regulations including any amendments hereinafter made to these Titles. Authority under this provision will be exercised in accordance with the citywide Personnel Policy with regard to employees charged with criminal misconduct by (a) the City or its official representative or (b) authorities other than the City Personnel Policy dated January 25, 1977 as amended.

5.4 An employee shall not be required to report the

employment of his spouse or children, and he shall not be required to submit a financial report of any kind, unless required by court or City ordinance adopted pursuant to further negotiations, prior to the adoption of said ordinance.

5.5 An employee shall not be required to pick up the bodies of those deceased persons whose bodies are so decomposed as to be offensive. Neither shall an employee be required to perform those duties which are normally performed by other Division of the Department or other City Departments or Agencies. This section shall not apply in the case of a bona fide emergency.

5.6 Except pursuant to court order, photograph(s) of an employee shall not be displayed or made available to any member or segment of the news media without the prior approval of the employee.

5.7 [Intentionally Left Blank to Preserve the Sequence in Numbering of This Section.]

5.8 The address of an employee's residence, and the number of his telephone shall not be made known to anyone without the said employee's written permission, unless it is for the purpose of official police business and at the order of the Chief of Police.

5.9 Employees may join political clubs, make political contributions or run for political office to the extent permitted

by law.

5.10 An employee may, if he so chooses, reside outside the jurisdiction of the City and he shall not be discriminated against in any way, including but not limited to, wages, promotion, assignments or any other conditions affecting his continued employment, unless otherwise changed by state statute.

5.11 No employee shall be ordered to submit to a polygraph or other form of lie detector test unless an employee voluntarily requests to take such an examination. However, employees who are the subjects of Internal Affairs investigations, may be compelled to submit to various forms of physical tests (e.g., breath sample, blood sample, requiring employee to speak, voice recordings, participation in a lineup, handwriting samples, hair and saliva samples, urine specimens, video taping, and field sobriety tests) all in accordance with the Internal Affairs Policy and Procedures issued by the Attorney General of the State of New Jersey (Revised 2000 and as may be amended from time to time) and adopted by the Department.

5.12 Drug Testing.

5.12.1 Except as they are modified below, the City shall conform to and apply the State of New Jersey Attorney General's "Law Enforcement Drug Screening Guidelines" as revised in August of 1990 ("the Guidelines") in engaging in drug screening and

testing of police rank and superior officers. The Guidelines shall be incorporated into the SOA Agreement by reference and made a part of the SOA Agreement. Notwithstanding anything to the contrary indicated by the Memorandum of Understanding, in the event that the New Jersey Attorney General shall issue revised or further guidelines or other instructions as to law enforcement drug screening, should the City seek to implement such revisions or further guidelines during the term of the 1995-1998 collective negotiations agreement and any period of continuation thereof, the parties shall immediately submit to the New Jersey Public Employment Relations Commission (PERC) the issue of whether the revisions or further guidelines the City seeks to implement are negotiable. Pending the decision of PERC, the parties shall maintain the status quo under the prior guidelines.

5.12.2 Whenever a superior officer is ordered to submit to a drug test, an officer of the SOA shall be notified and given an opportunity to be present during the taking of all samples from the officer. The test shall be delayed by no more than ninety minutes after notice for this purpose.

5.12.3 Whenever a superior officer is ordered to submit to a drug test, two urine samples shall be taken and the second sample stored in a secure refrigerator designated for this purpose at the Public Safety Complex.

5.12.4 In the event the appropriate laboratory determines that the result of the analysis on either sample is confirmed to be positive for the presence of illegal drugs, the SOA shall be notified and provided a copy of the analysis results.

5.12.5 In the event that the analysis on the initial sample is confirmed to be positive for the presence of illegal drugs, the second sample which was stored in the secure refrigerator at the Public Safety Complex will be removed therefrom in the presence of an officer of the SOA. Such presence shall continue while the sample is placed in a mailer or envelope and while it is placed in a U.S. Mail depository in the event delivery to the laboratory is by mail. In the event any other form of delivery to the laboratory is used, an SOA officer, as appropriate, shall accompany the person making the delivery to the laboratory. The laboratory used to perform the second sample analysis will be Lab Corp. (formerly Hoffman-LaRoche Laboratories) or an equivalent lab agreed to by the parties. In the event the analysis on the initial sample is negative, the second sample shall be destroyed.

5.12.6 The analysis results of any tests shall be provided to the SOA, the affected police officer and his or her attorney.

5.12.7 In the event any of the aforesaid procedures and

safeguards are not complied with in regard to the drug test of any superior officer, all drug test results concerning that superior officer will be deemed null and void.

5.13 No search of an employee's person, property or personal papers or effects may be conducted without his consent, except as provided for by law.

5.14 Conversations or questioning of an employee may be recorded only in accordance with the law.

5.15 Suspensions.

Effective November 1, 1998, pending the final determination of any charges by the Police Director, an employee may be suspended without pay for a period not to exceed thirty (30) days. At the conclusion of that thirty (30) day period, the charged employee will be returned to modified duty at full pay or shall be placed on paid administrative leave. Modified Duty shall be determined by the Chief of Police, with no reassignment rights by the employee.

6. GRIEVANCE and ARBITRATION PROCEDURE

6.1 Grievance Purpose and Definitions.

6.1.1 In order to establish a more harmonious and cooperative relationship between the City and the employees, and to avoid and resolve disputes involving alleged violations of the terms of this Contract, it is the purpose of this provision of

the Contract to provide for the settlement of differences through an orderly grievance procedure.

6.1.2 A grievance is a claimed violation, misinterpretation or inequitable application of the provisions of this Contract, the Rules, Regulations or Procedures of the Department affecting terms and conditions of employment.

6.1.3 Commanding Officer shall mean the immediate Commanding Officer of the aggrieved employee.

6.1.4 Reviewing Officer shall mean the superior officer in charge of the next higher Command or level of a Commanding Officer.

6.1.5 The term "grievant" shall mean an employee, group of employees or the Association or City.

6.1.6 "Working day" shall mean a tour of duty consisting of eight (8) hours or part thereof, of either a grievant, Supervisor, Commanding Officer, Reviewing Officer, Chief of Police, Police Director or other affected City or Department head as the context requires. Day-off or leave-day shall not be considered a working day.

6.2 Procedure.

6.2.1 It is important that grievances be processed as rapidly as possible. The number of "working days" shall be considered as a maximum and every effort shall be made to

expedite the grievance process. However, when mutually agreed, the time limits given below may be extended.

6.2.2 Time Limits

If the employer does not answer a grievance or an appeal thereof to the employee or Association within the specified time limits, the aggrieved employee may proceed to the next step of the grievance procedure. Failure to submit the appeal of a grievance to the next step within the specified time limits shall terminate the grievance.

6.2.3 Closed Meetings and Hearings.

All meetings and hearings referred to in this Section shall not be conducted in public, and shall be limited to the grievants, representatives and other participants of these procedures as heretofore referred to in this Section.

6.2.4 Representation.

A grievant shall be entitled to be represented by the Association or a legal representative of his own choosing in the presentation and processing of a grievance in all stages, provided, however, that notification of all meetings, steps, copies of all grievances and answers are given to the SOA and the Association is given the right to be present, and state its own views, at all meetings and hearings of the grievance procedure.

6.2.5 Time of Meetings and Hearings - Working Hours.

All discussions, meetings and hearing between the grievant, Supervisors, Commanding Officers, Reviewing Officers and others, shall so far as practicable, be conducted within the grievant's working hours. A grievant and his representative shall be allowed such time off from their regular duties, without loss of pay or benefit, as may be necessary and reasonable for hearings and discussions.

6.3 Basic Standards and Principles.

6.3.3 Every employee shall have the right to present his grievance in accordance with procedures prescribed herein, free from interference, coercion, restraint, discrimination or reprisal.

6.3.4 The availability of the grievance and arbitration procedure shall not justify a failure to follow orders.

6.3.5 The parties by written consent may waive all of the steps except arbitration.

6.3.6 A grievance resulting because of an action or order by the Chief of Police may be commenced at step 3 in the grievance procedure.

6.4 Steps of Grievance Procedure

6.4.1 Employees, Supervisors and the City are expected to exhaust every administrative device to settle amicably all differences of opinion. In the interest of uniform procedure and

to expedite handling, employees are expected to present their grievances through regular supervisory channels in the foregoing order and within fifteen (15) days from the date the employee should have known of the incident, or the grievance shall be deemed waived.

6.4.2 Prior to initiating Step 1, an employee shall discuss his problem or grievance with his immediate supervisor. The supervisor shall evaluate the problem or grievance, and within the scope of his authority pursuant with Rules, Regulations and Procedures of the Department, attempt to adjust the grievance within twenty-four (24) hours.

6.4.3 If the grievant still be aggrieved, the grievant may refer the grievance to Step 1.

6.5 Step 1 - Commanding Officer.

If the grievance is not settled after discussion with the supervisor, the employee and his Grievance Representative shall within one (1) day, take the grievance up with the Commanding Officer of his command on an informal basis. The Commanding Officer shall have one (1) day within which to attempt to resolve the grievance.

6.6 Step 2 - Reviewing Officer.

If no satisfactory agreement is reached at Step 1, then within three (3) days the grievance shall be reduced to writing

and submitted to the Reviewing Officer. The Reviewing Officer shall submit his decision in writing to the Association and the grievant within three (3) days.

6.7 Step 3 - Chief of Police.

If no satisfactory agreement is reached after Step 2, the grievance may be submitted to the Chief of Police within three (3) days. The Chief of Police shall have five (5) days to submit his decision in writing to the Association and the grievant.

6.8 Step 4 - Police Director.

If no satisfactory agreement is reached after Step 3, the grievance may be submitted to the Police Director within three (3) days after receipt of the Step 3 decision. The Police Director shall have five (5) days to submit his decision in writing to the Association and the grievant.

6.9 Impartial and Binding Arbitration.

6.9.1 Within twenty (20) days following receipt of the Police Director's Step 4 decision, the Association shall have the right to bring grievances unresolved at the Step 4 decision to binding and impartial arbitration, pursuant to the rules of the Public Employment Relations Commission.

6.9.2 Only the Association shall have the right to bring the grievant's unsatisfied grievance to arbitration.

6.9.3 An arbitrator shall be selected pursuant to the rules and regulations of the Public Employment Relations Commission.

6.9.4 The arbitrator shall render a decision within thirty (30) days after the closing of the hearing.

6.9.5 The arbitrator shall be bound by the provisions of this Contract and restricted to the application of the facts presented to him involved in the grievance.

6.9.6 The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Contract or any amendment or supplement thereto.

6.9.7 The cost for the services of the arbitrator shall be borne equally by the City and the Association. Any other expense, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

6.10 Grievance File.

All copies of grievance forms, records, documents and other communications relating to a grievance and its processing shall be filed in a separate "Grievance File" in the Office of the Chief of Police, and none of these aforementioned papers nor any reference to them shall be kept in the Personnel File of any of the participants.

6.11 Grievance Forms.

Forms necessary for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Chief of Police or his designee and the SOA, and be given appropriate distribution so as to facilitate operation of the grievance procedure.

7.0 WORK SCHEDULES and CONDITIONS

7.1 All employees shall have tours of duty not in excess of eight (8) consecutive hours in one (1) day and no more than forty (40) hours in one (1) week, except all employees assigned to Patrol Division Platoons A and B, Community Policing and Traffic Division, shall be on a work schedule of four (4) consecutive work days of eleven hours and fifteen minutes (11 1/4 Hours), followed by four (4) consecutive days off which constitutes one work week ("4 & 4 schedule"). These employees shall not have tours of duty in excess of 11 hours and fifteen minutes in any one (1) day, and no more than 45 hours in any one work week without being compensated pursuant to section 27.1 of this Contract. The squads contained in Patrol Division Platoons A & B shall be on steady shifts.

7.1.1 Except as specifically provided in this Contract, no vacation, holiday, personal days or other benefits affecting

employees shall be affected in whole or in part as a consequence of an employee being placed on the 4 & 4 schedule.

7.1.2 The assignment of employees and their tours of duty will be made by seniority and selected annually by the employee in the month of October for the following year. Once an employee selects a squad, the employee shall remain on that respective squad for the following calendar year.

7.1.3 In an emergency, the Chief of Police may reassign an employee to a different squad for a maximum of two (2) weeks only. This can occur twice during a calendar year.

7.1.4 Swap Rule: In the event that an employee requests a specific additional day off and the manpower within his/her own squad has already reached a minimum manpower level for that day, then that employee will have the benefit of a "swap" with another employee of the opposite platoon within the same division with the approval of the Chief of Police. A Departmental Swap Form will be submitted to both Commanding Officers recording the change at least (3) working days prior to the anticipated swap date.

7.2 All employees shall be entitled to one (1) thirty (30) minute meal period and two (2) fifteen (15) minute relief periods during each eight (8) hour tour of duty, except that employees on the 4 & 4 schedule shall be entitled to one forty-five (45)

minute meal period and two (2) twenty (20) minute relief periods during each tour of duty.

7.3 No employee shall be required to use his personal motor vehicle in the performance of his official duties.

7.4 All major changes affecting an employee's health, welfare, working conditions, including Division Rules & Regulations, will first be discussed with the SOA President prior to the decision being made to effect such change.

7.5 The City shall maintain all equipment used by employees in a safe and properly serviced condition. Specifically, motor vehicles must not be in violation of any state or federal law regarding safety or required equipment. If equipment or a motor vehicle is found to be in violation it shall be placed "out of service".

7.6 The City shall determine and provide the types of weapons and quantities of ammunition with which any radio motor patrol car shall be equipped. The weapons and ammunition provided shall be sufficient to meet the anticipated or known circumstances to which the radio motor patrol car shall be assigned and weapons so provided shall be loaded and secured with a proper locking mount.

7.7 All radio motor patrol sector cars shall be equipped with vehicle manufacturer installed air conditioning in working

condition. The vehicles shall be suitable for the police purpose for which it is intended. The SOA President, or his designee, shall have input with respect to additional equipment.

7.8 The City shall continue to provide the present or equal free and adequate off-street paved parking facilities for employee personal vehicles at Headquarters, Precincts, Police Motor Pool and other buildings where employees are assigned, and these parking facilities shall be properly maintained and identified exclusively for employee use only.

7.9 The City shall provide all employees with a printed and up to date copy of the Rules, Regulations and Procedures of the Division. Said Rules, Regulations and Procedures shall be supplied with a ring binder of adequate size and printed matter with holes punched for proper insertion.

7.9.1 On or before the effective date of any change in the Rules, Regulations or Procedures, the City shall have these changes printed and distributed to all affected employees for insertion into said employees' ring binder.

7.10 The City shall have all Division motor vehicles properly cleaned as heretofore, both interior and exterior, on a regularly scheduled basis as heretofore provided.

7.11 An employee shall not be required to "service", refuel, change flat tires, etc., on any motor vehicle assigned to

himself or any other employee, except in emergency situations.

7.12 An employee shall not be required to perform any "firefighter" or other related duties normally performed by members of the Division of Fire. As example: the opening and/or closing of fire hydrants.

7.13 In the event that weather conditions will affect the safety of police officers riding motorcycles, the commanding officer may elect to suspend the use of motorcycles for any given day or days.

7.14 DELETE

8.0 SAFETY PROVISIONS

8.1 The City shall continue to maintain available in adequate number, all necessary safety equipment for use as required by police officers in accordance with the rules and regulations, including prisoner transportation restraints.

8.2 The City shall continue to equip all radio motor patrol sector cars with an enclosure for the transportation of prisoners. The enclosures shall effectively separate the rear occupant area from the forward occupant area of the vehicle. Normally prisoners will be transported in vehicles so equipped or the patrol wagon, except in circumstances where such vehicles are unavailable, or emergent circumstances, or in any situation where such transportation may be prohibited by law.

8.3 The City shall maintain and have available an adequate number of fire extinguishers, first aid kits of the industrial type, stretchers and oxygen and/or resuscitator units. Said equipment shall be placed so as to be readily available to use.

9.0 BULLETIN BOARD

9.1 The City shall permit the SOA to maintain an exclusive bulletin board in Headquarters, the Motor Pool and other police facilities, for the posting of notices concerning Association business and activities, and concerning matters dealing with the welfare of the employees. All printed matter shall contain the official SOA emblem.

10.0 MAINTENANCE of STANDARDS.

10.1 All the rights, privileges and benefits which the employees covered by this Contract enjoyed prior to the effective date of this Contract are retained by the employees except as those rights, privileges, and benefits are specifically abridged or modified by this Contract, and the Rules and Regulations except as otherwise prescribed by law.

10.2 In the event that the City establishes any change in the educational requirements for promotion which may be applied retroactively to incumbent employees covered by this Contract, it shall immediately notify all incumbent employees of

the changes and provide them with a full and fair opportunity to meet those requirements.

11.0 TEMPORARY ASSIGNMENTS

Effective June 1, 2006 (May 25, 2006 arbitration award) the following paragraph is deleted and replaced with the below noted language:

11.1 When an employee is assigned to perform the duties of a higher rank [for thirty (30) consecutive days or more], the employee so assigned shall be paid the rate of the first step of the higher rank for the entire period in which the employee has performed the duties of the higher rank.

Effective June 1, 2006 (May 25, 2006 arbitration award) the above-noted paragraph is deleted and replaced with the following:

11.1 When an employee is assigned to perform the duties of a higher rank for fourteen (14) consecutive working days or more, the employee so assigned shall be paid the rate of the first step of the higher rank for the entire period in which the employee has performed the duties of the higher rank.

11.2 Employees who are assigned on the 4 & 4 schedule and are temporarily reassigned for training purposes of two (2) weeks or less shall not have their pay reduced, nor be required to work longer than employees who are not assigned to patrol.

12.0 MAINTENANCE OF ELIGIBLE LIST

12.1 The City shall, through the New Jersey Department of Personnel, maintain an active and current list of eligibles for the positions of all superior ranks within the Division. The City shall not be responsible for any delays caused by the Department of Personnel when the requirements of this section cannot be met.

13.0 EDUCATION INCENTIVE

13.1 As part of the regular salary of an employee, in addition to his salary ranges and other compensation, he shall be paid the sum of twenty-two and one-half (\$22.50) dollars for each credit hour earned toward a degree or certificate, as issued with the respective accredited institutions, in the field of Criminal Justice Administration as pertaining to Police Science. These credits must be earned at an accredited institution of higher learning.

13.2 Employees so enrolled must maintain no less than the minimum passing grade. Said additional compensation shall be paid to a maximum of two thousand five hundred (\$2,500.00) dollars per calendar year.

13.3 Said additional compensation shall be included in the bi-weekly pay check received by the employee upon presentation to the Police Department by the employee, of proper certification from the institution attended, setting forth the

number of credit hours successfully completed towards a degree in the field of Criminal Justice Administration, as pertaining to Police Science.

13.4 Employees shall be reimbursed for all moneys expended for the books required. After reimbursement said books shall become the property of the City of Paterson.

13.5 An employee hired prior to August 1, 1985 shall receive education incentive compensation in accordance with the prior contract.

An employee hired subsequent to August 1, 1985 shall receive additional pay up to the maximum of \$2,500.00 for a calendar year in accordance with the following schedule of payments:

13.5.1 Upon the completion of an Associate Degree in Criminal Justice Administration or upon matriculation and completion of sixty (60) credits in a Criminal Justice Degree Program in an accredited institution, the employee shall receive one-half ($\frac{1}{2}$) of the maximum benefit, or \$1,250.00.

13.5.2 Upon matriculation and completion of ninety (90) credits in a Criminal Justice Degree program in an accredited institution the employee shall receive three-quarters ($\frac{3}{4}$) of the maximum benefit, or \$1,875.00.

13.5.3 Upon completion and receipt of a Bachelor of Science Degree in Criminal Justice, the employee shall receive

full college credit payment of \$2,500.00.

13.5.4 The payments provided for in Section 13.5 shall be made only in the event a new employee shall enroll in, and continue in the college credit program. He shall cease to be paid for any college credits if at any time he does not register and attend at least one (1) course during any full college year period consisting of two (2) semesters.

13.5.5 In the event a new employee has received a degree in Criminal Justice Administration as pertaining to Police Science, he shall not be required to enroll or continue in the college program in order to qualify for the payments set out in subsection 13.5.4.

13.6 There shall be no limit on the number of courses taken provided a C+ average is maintained. In the event an employee fails to achieve a C+ average in any course, said employee shall be limited to taking two (2) courses during any one (1) semester of a college year.

13.7 Deductions as provided by law shall be made for pension funds, Social Security, income withholding and insurance; and other contributions by the City shall be made toward such payments as provided by law.

13.8 All employees shall be permitted to participate in the college credit program provided that he has registered and

attended college by taking at least one (1) course during any full college year period consisting of two (2) semesters.

13.8.1 In the event the employee fails to register for and attend college during the period of two (2) full college years, he shall not be eligible for payment for future college credits. However, he shall always retain the benefits of payments for college credits previously earned and registered.

13.8.1.2 An employee shall be granted extensions from Section 13.8 in the event he shall miss two (2) college years, upon furnishing sufficient proof of extenuating circumstances to the Police Director.

13.9 In no event shall any past or future college credit payment be used in calculations for regular salary differentials between ranks.

14.0 TERMINAL LEAVE

Effective June 1, 2006 (May 25, 2006 arbitration award), the following language is deleted and replaced with the below-noted paragraph:

14.1 Upon application for retirement, an employee shall receive seven-hundred and twenty (720) working hours Terminal Leave with full wages and benefits. Terminal Leave shall commence seven-hundred and twenty (720) working hours prior to the effective date of his retirement, and the employee shall not

be required to report for, or to perform any police duties during this period. In lieu of Terminal Leave, the employee may elect to receive the monetary value of seven-hundred and twenty (720) working hours at his/her current salary.

Effective June 1, 2006 (May 25, 2006 arbitration award), the following language replaces the above-noted paragraph:

14.1 After twenty-five (25) years of service as an employee of the City the employee shall, upon retirement, be entitled to receive a lump sum payment equal to seven hundred twenty (720) work hours based on the employee's regular hourly rate of pay.

14.2 All non-service connected Sick Leave taken by an employee within one (1) calendar year of the effective date of the employee's Terminal Leave, shall be deducted from his Terminal Leave entitlement.

14.3 If an employee having completed 15 years of service with the City dies while employed, the City shall pay to the employee's estate the monetary value of the Terminal Leave benefit, as specified in 14.1.

15.0 MILITARY OBLIGATIONS

15.1 All employees covered by this Contract shall be entitled to all rights, privileges and benefits under federal and State statutes pertaining to military service.

16.0 SENIORITY

16.1 Definition: For the purpose of this section, seniority will be based on the number of years or part thereof in grade.

16.1.1 Seniority for employees will be based on the number of years or part thereof, of service to the Police Division as a superior officer, based on the date of promotion and the position on the list from which promoted.

16.2 A master seniority list based on the above definitions will be maintained, and a copy supplied to the SOA. This list shall indicate the official seniority standing of the members of the Division.

16.3 An employee's length of service shall not be reduced by time lost due to authorized leave of absence or absence for bona fide illness or injury, so long as it is not in conflict with Department of Personnel Rules and Regulations, or the rules and regulations of the applicable pension program.

17.0 SICK LEAVE - INJURED LEAVE

17.1 An employee who is absent on sick leave for three (3) or more consecutive tours of duty may be required to submit acceptable medical proof substantiating the illness and fitness for duty. Before returning to work from a sick leave of five (5) consecutive tours of duty or more, an employee must provide a

physician's statement verifying that the employee may safely return to work.

17.2. An employee who has been absent on sick leave for an accumulation of ten (10) tours of duty in one (1) calendar year consisting of periods less than three (3) tours of duty, may be required to submit acceptable medical proof for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) tour of duty or less in which case only one (1) medical certificate shall be necessary for a period of six (6) months.

17.3. Notwithstanding the above, the City may require proof of illness from an employee who is on sick leave whenever such requirement appears warranted under the circumstances. Failure to follow sick leave notification and verification procedures may result in a denial of sick leave for that specific absence. Proven abuse of sick leave may be cause for disciplinary action.

17.4. The Chief of Police may require an employee who has been absent because of personal illness or injury, as a condition of the employee's return to duty, to be examined, at the City's expense, by a physician designated by the City. The examination shall establish whether the employee is capable of performing the employee's normal duties and that the employee's

return will not jeopardize the health and safety of the employee or other employees or citizens. In the event that such examination results in the unnecessary delay of an officer's return to work from the date the officer sought to return the officer shall have his time restored.

17.5. An employee using paid sick leave shall not engage in any other work or employment during the employee's period of sick leave..

17.6 The Chief of Police may require proof of illness, accident, disability, injury, disease or death of an employee's immediate family member when the employee's use of paid sick leave is due to the serious illness or death of an immediate family member

18.0 MATERNITY LEAVE

18.1 An employee, with one (1) year or more of service, shall be granted maternity leave without pay, for eighteen (18) months duration from the time of pregnancy but no longer than nine (9) months after the birth of the child and shall be returned to duty without loss of seniority and longevity provided she notified the Division after six (6) months of leave that she intends to return. Longevity and seniority however, shall not accrue during such leave. The Police Surgeon/City Physician, after consultation with the employee's physician, shall determine

when the employee is no longer able to properly perform her duties, and also to perform her duties when she requests to return. The employee, at her sole discretion, may use Vacation Leave, Personal Leave, or other eligible leave before being taken off the payroll. Such time shall be part of the eighteen (18) months. Upon return from such maternity leave, the employee shall be returned to service in the same rank, but not necessarily the same assignment.

19.0 LEAVE of ABSENCE

19.1 A Leave of Absence up to six (6) months without pay may be granted by the Police Director upon application of an employee. The request for a leave of absence shall not be unreasonably denied. Upon return from such leave of absence, the employee shall be returned to service in the same rank, but not necessarily to the same position. All benefits shall be prorated in the above event.

20.0 BEREAVEMENT LEAVE

20.1 An employee, on application to his Commanding Officer, shall be granted "Bereavement Leave" without loss of pay or benefits, from the day of death through and including the day after the day of burial, in the case of death in his immediate family which shall be defined as his wife, husband, child, father, mother, brother, sister, father-in-law, mother-in-law,

son-in-law or daughter-in-law, grandparents, grandchildren and grandparents-in-law.

20.2 An employee shall be granted "Bereavement Leave" without loss of pay or benefits, for one (1) working day, in case of the death of his brother-in-law, sister-in-law, niece, nephew, uncle, aunt, half-brother or half-sister.

21.0 PERSONAL LEAVE DAYS

21.1 Each employee working a ten (10) hour or an eleven (11) hour schedule shall be entitled to thirty-three (33) personal hours per year on which he may absent himself from duty for personal reasons. Each employee working an eight (8) hour schedule for at least seven (7) details shall be entitled to forty (40) personal hours per year. The City shall not cancel personal leave hours except for an emergency. Personal hours must be used in blocks which constitute the employee's full working day.

22.0 BLOOD DONORS

22.1 At the sole discretion of the Police Director, an employee may be granted one (1) day off with pay for the sole purpose of giving blood for a brother officer.

23.0 COURT TIME

23.1 Subject to N.J.S.A. 40A:14-135, when employees are

not otherwise scheduled for duty, they shall be paid their overtime rate of pay (1.5) for all time spent on job related appearances in City, County, State and Federal courts, Grand Jury and administrative hearings before governmental agencies on behalf of the City.

23.2 A minimum of two (2) hours shall be paid for each appearance. Time which exceeds two (2) hours shall be rounded to the closest quarter (1/4) hour.

24.0 SUBPOENAS

24.1 Whenever an employee is subpoenaed, all fees paid for his attendance as a witness shall be the property of said employee.

24.2 An employee shall not be required by the Department to remain at his home, or in telephonic contact, or to curtail, postpone, change or cancel any of his activities while said employee is on Vacation Leave, Personal Leave or other off-duty status, for the purpose of being made available for any court or agency, judicial or administrative proceeding, when said employee has received an "On Call" subpoena. This paragraph does not intervene the prerogatives of the Executive and Judiciary branches of the government.

25.0 HOLIDAY LEAVE

25.1 The following shall be considered Holiday Leave

days during the term of this Contract:

- H1 New Year's Day
- H2 Martin Luther King's Birthday
- H3 Lincoln's Birthday
- H4 George Washington's Birthday
- H5 Easter Sunday
- H6 Memorial Day
- H7 Independence Day
- H8 Labor Day
- H9 Columbus Day
- H10 Veteran's Day
- H11 Thanksgiving Day
- H12 Christmas Day

25.2 For the purpose of equity across work schedules, the Holiday Leave Days shall constitute ninety-six (96) hours which will be incorporated into an employee's total annual Leave Hours.

26.0 VACATION LEAVE

26.1 The authorized annual paid leave period shall be as follows:

RANK	NUMBER OF WORK HOURS
Deputy Chief	280
Captain	272
Lieutenant	256
Sergeant	240

26.2 Vacation Leave days shall be chosen on a seniority basis within each Division, Squad or Unit. Employees on the 4 & 4 schedule must pick all their annual Leave Days in the month of October, for the following calendar year, with the exception of Personal Leave days and hours, which can be picked during that

calendar year. Anyone transferred to the 4 & 4 schedule will not retain their seniority for leave, or squad picks until the start of the next calendar year. This will not alter any previous selections within any squad. Notwithstanding the above, the exercise of seniority for certain leave choices which relate to certain major holidays, referred to in section 25.0 of this contract, shall be restricted so that seniority can only be exercised as to selection of a limited number of those periods by an employee. The restricted periods and the number of such restricted leave periods that can be selected by an employee shall be determined by the Chief of Police in consultation with the Union prior to the date of selection of vacations.

26.3 An employee, if transferred, shall have the right to take his previously selected and approved Vacation Leave period.

26.4 The vacation shall be divided with no less than three (3) separate vacation periods to be determined annually by the Chief of Police with minimum and maximum numbers of men on leave to be determined by the Chief of Police prior to the selection of the vacation periods. The schedule for employees not on the 4 & 4 schedule shall provide not less than two (2) weeks or ten (10) working days vacation leave during the summer period. The schedule for employees on the 4 & 4 schedule shall

provide for eight (8) vacation days during the summer period, in blocks of four (4) consecutive days.

26.5 Unusual Circumstances.

Employees may request from the Chief of Police, or his designee, a Special Vacation Leave period. The Chief of Police, or his designee, may grant said request subject to the exigencies of the Division.

26.6 With the prior approval of the Chief of Police the employees may accrue unused annual vacation leave up to a maximum of one (1) year's entitlement, in addition to the present year's entitlement. Employees, if requested by management to forego a Vacation Leave, may volunteer to do so and these additional Vacation Leave days will also be carried over into the following year. Employees on the 4 & 4 schedule who intend to carry over vacation time for the next year may include said information on the vacation bid form in the previous year.

26.6.1 Notwithstanding the above, superior officers shall be entitled to carry over a maximum of one-hundred and twenty (120) hours unused annual vacation leave from the current year into the following year.

26.7 Vacation Leave schedules shall be conspicuously posted in the various Commands of employee assignments by January 1st of each year, for that year. Employees may begin their

Vacation Leave selection on January 1 for that year's entitlement, however the period for selecting the Spring Vacation Leave period shall commence at least eight (8) weeks prior to the beginning of that period, in the previous year.

26.8 Employees shall not be entitled to reschedule vacation or personal days except in the case of employees having a major illness or on-duty injury, who shall be entitled to reschedule vacation subject to the general limitations of paragraph 26.9.1.

26.8.1 Employees shall be entitled to full vacation, holiday, or personal leave in each calendar year only if the employee was actually on duty at least 120 days the prior calendar year. Sick leave, Injury Leave and other leave shall not be considered days on duty. If an employee was not actually on duty at least 120 days the prior calendar year, the vacation, holiday or personal leave shall be reduced on a pro-rated basis of 1/12 for each 20 work days or fraction thereof not worked.

26.8.2 Employees shall not be entitled to reschedule any vacation or personal days earned during the last twelve (12) months prior to retirement that were not taken because the employee was on Sick or Injured leave.

26.9 Except in the event of a public emergency and the actual full mobilization of the Division, Vacation Leave

schedules shall not be cancelled and an employee shall not be recalled during his regularly assigned Vacation Leave.

26.10 Should a payroll check come due during the time when an employee is scheduled to be on Vacation Leave, and he chooses to receive this check prior to the start of his Vacation Leave period, he may request to receive said check from the Division payroll fiscal officer. The City shall deliver said check provided the employee gives proper and sufficient notice to the fiscal officer of his request.

26.11 Employees in divisions on the 4 & 4 schedule shall have their leave days under the preexisting schedule converted to hours and then reconverted back to days for the purpose of establishing their leave entitlement under the 4 & 4 schedule. This shall be accomplished by multiplying the leave days under the preexisting schedule by nine (9) and then dividing that figure by eleven (11) to calculate the entitlement under the 4 & 4 schedule. The remaining hours, if any, that do not constitute a full eleven hour day shall be added to the employee's personal leave entitlement. This shall include any and all days carried over from previous years. This conversion will be for the year of 1998 only, after which all vacation, holiday and personal leave days will be based on an eight (8) hour day.

27.0 OVERTIME

27.1 Overtime for non 4 & 4 schedule employees shall consist of all official police duty worked in excess of eight (8) hours in one tour or forty (40) hours in any one (1) week, with the exception of Court time. Overtime for employees on the 4 & 4 schedule shall consist of all official police duty worked in excess of eleven and one-quarter (11 1/4) hours in one tour of duty, or in excess of forty-five (45) hours in any one work week, with the exception of Court Time.

27.2 All overtime compensation to which an employee is entitled shall be paid for at the rate of time and one-half (1.5) the employee's hourly rate of pay. Overtime shall be paid in the pay period following the pay period in which overtime is accrued.

27.3 Payments of overtime compensation shall be computed on the basis of completed fifteen (15) minute segments.

27.4 Overtime work shall be distributed as equally as possible on seniority basis among employees assigned within the Division, Platoons, Squad or Unit. Except, it is understood that unscheduled overtime resulting from continuous activities, unusual occurrences and similar circumstances will be assigned to those initially involved in the activity resulting in said overtime.

27.5 An employee whose requests not to work scheduled overtime is accepted shall be placed at the bottom of the list.

An employee may not refuse overtime assignments.

27.6 The employeè may request compensatory time in lieu of money.

27.7 Whenever in the course of a monthly detail an employee's days off, or the hours of his tour of duty are rescheduled by more than one (1) hour to meet departmental manpower requirements, the employee shall receive additional compensation equal to two (2) hours pay in addition to payment for the hours actually worked. The additional compensation shall not apply in cases when the schedule has been changed at the request of or for the convenience of the employee.

27.8 Sick or Injured Leave, Vacation Leave, Holiday Leave, etc. and other authorized paid leave are to be considered part of the work week.

27.9 Deputy Chiefs will not receive compensatory time or overtime.

28.0 RESERVE DUTY - PRE-TOUR and POST-TOUR RECALL

28.1 Reserve Duty

In the event an employee is ordered and is placed on Reserve Duty, either before the start of his tour of duty, or at the completion of his regular tour of duty, said employee shall be paid for a minimum of two (2) hours pay for such stand-by, it being understood however, that if the employee is called out to

duty, such stand-by pay shall not be paid, but rather, he shall be compensated in accordance with the minimum Recall Rate specified.

28.2 Recall. An employee recalled for any period of time at hours other than his regularly scheduled tour of duty to perform police duties, after having completed his tour of duty, shall receive a minimum overtime pay of not less than four (4) hours pay. The provision shall not apply when the recall time is continuous with regularly scheduled hours.

29.0 WAGES

29.1 The salary ranges of employees for the duration of this Contract shall be set forth in Schedules A and B annexed hereto and made a part hereof.

29.2 The increment date for employees advancing to a higher pay grade within their rank, or upon promotion, shall be effective on their anniversary date of promotion, and the next pay period following the anniversary date shall show the increment.

29.3 All pay for items other than basic regular wages shall either be paid for by separate checks or shall be separately itemized if more than one item is on a single check.

29.4 All wages shall be paid bi-weekly by check or checks and delivered to the Police Division before fifteen

hundred (1500) hours on Thursday, except when Thursday occurs on a legal holiday, in which case such payment shall be made on the previous business day.

29.5 The wage differentials presently enjoyed by sworn personnel assigned to Communications and Records duties shall remain the same and shall not be subject to reduction or change.

29.6 All employees assigned as Detectives in the details shall receive two thousand (\$2,000.00) dollars differential per year, payable bi-weekly in addition to their base pay.

29.6.1 Deputy Chiefs will not receive Detective Differential.

29.6.2 Superior Officers assigned to the following divisions shall receive the same wages, benefits and other terms and conditions of employment as those superior officers classified as detectives: i.e.: Internal Affairs Division, Vice and Narcotics Division, Special Investigations Division, Investigative Support Division, Chief's Administrative Office, Criminal Investigation Division and the Juvenile Division.

29.7 Night Differential.

As part of the regular base salary of an employee, and in addition to their salary ranges and other compensation, there shall be a five (5%) percent Night Differential applicable to all

employees for all work actually performed between the hours of 1500 through 0800, on tours of duty that start on or after 1500 and on or prior to 2400. Notwithstanding the above, of the employees on the 4 & 4 schedule, only squads 3, 4 and 5 on Patrol Division Platoons A and B shall receive the Night Differential.

29.7.1 [Left intentionally blank]

29.7.2 Superior Officers who are assigned to the "House" in the Field Operations Bureau and who are required to report for duty at a time prior to that of the radio car crews, shall receive the Night Differential for their entire tour of duty.

29.7.3 Effective July 1, 1994 Night Differential shall be included in calculations for Pension Retirement Benefit purposes.

29.7.4 Deputy Chiefs will not receive Night Differential pay.

29.8 Checks lost through no fault of the employee and brought to the attention of the City before 12:00 p.m. shall be replaced within the same working day.

29.9 All deductions from an employee's gross salary shall be itemized on the check stub.

30.0 LONGEVITY ADJUSTMENT

30.1 Effective on the anniversary date of an employee's appointment to any municipal, county or state employment, said employee's wages shall reflect an additional percentage increase

as follows:

Completed Years	Increase
5 years	2%
10 years	4%
15 years	6%
20 years	12%
24 years	20%

31.0 HEALTH and WELFARE BENEFITS

31.1 All active employees of the Division covered by this Contract and the eligible members of their families, shall be entitled to full coverage under the present City Hospital-Medical plan or equivalent in benefits and services, and such coverage shall not be reduced or diminished in any way and the premiums of which shall be paid in full by the City as they become due.

31.1.1 Effective November 1, 1993, the deductible for employees will be as follows:

Single Coverage	\$200.00
Family Coverage	\$325.00

31.1.2 Active Employees - Non-L.O.D. Death

The City shall pay the cost of the same hospitalization-medical coverage for surviving spouse and then existing dependents as defined in the Hospital-Medical Plan of active employees who do not die other than in the line of duty.

31.1.3 Active Employees - L.O.D. Death

The City shall pay the cost of the same hospitalization-medical coverage for surviving spouse and then existing dependents as defined in the Hospital-Medical Plan of active employees who die in the line of duty.

31.1.4 The Hospital-Medical coverage provided in Section 31.1.2 and 31.1.3 shall terminate upon the spouse's death or remarriage. Dependent children shall remain enrolled in these plans until reaching the age of twenty-three (23).

31.2 Retired Employees.

Employees who retire on a paid pension shall be covered by the City's Medical-Hospital plan currently in effect for active employees, and the City shall pay the full cost of such coverage including dependents at the time of retirement.

31.2.1 When the retiree who has retired on a paid pension on or after January 1, 1977 reaches age 65, or otherwise becomes eligible to apply for Medicare, the employee must apply for Medicare A and B coverage. The City will pay one-half ($\frac{1}{2}$) the cost of Medicare "A" and "B" coverage plus the standard supplement. The City shall continue to pay one-half ($\frac{1}{2}$) of the cost to those retirees who have retired on a paid pension on or after January 1, 1977, and who are presently members of the pensioners groups maintained by the Division of Pensions, Police and Fireman's Retirement System.

31.2.1.1 For employees who retire on or after September 1, 1980, the City will pay the full cost of the Medicare supplement.

31.2.2 The surviving spouse and dependent children of a retiree who dies shall be entitled to remain enrolled in the City Hospital-Medical Plan, the full premiums being paid by the City. The spouse's coverage shall terminate upon the spouse's death or remarriage. Dependent children shall remain enrolled in these plans until reaching the date of nineteen (19) or to the age of twenty-three (23) if the dependent child is a student.

31.2.3 The provisions of this section are subject to the Rules and Regulations of the carrier and the Police and Firemen's Retirement System, Division of Pensions.

31.3 Drug-Prescription Plan.

The City shall pay the full cost for the employee and eligible family member(s) for the Drug-Prescription Plan currently in effect. Effective November 1, 1993 the employee co-pay will be \$4.00 including oral contraceptives.

31.3.1 All unmarried children of the employee shall be covered until age twenty-three (23) under the family coverage option.

31.3.2 Retired Employees.

Continuation of plan for employees that retire after January 1, 1986, to continue to age 65, effective January

1, 1986.

31.3.2.1 Effective November 1, 1993, the City shall pay the full cost of the plan for the individual employee, spouse and dependent children under the age of twenty-three (23) for employees who retire on a paid pension under the following conditions. This provision shall only apply to employees who retire:

- after twenty-five (25) years of continuous service with the City; or
- after fifteen (15) years of continuous service with the City at age 62 or older; or
- on an accidental disability pension or ordinary disability pension with not less than five years of continuous service with the City.

31.3.2.2 Any retiree covered under the provisions of this section who obtains employment with any other employer providing prescription coverage which is, in the aggregate, substantially equivalent to the City's plan, shall be removed from City coverage while so employed.

31.3.2.3 Employees who retire during the term of this Agreement shall continue to receive prescription drug coverage, at the City's expense.

31.3.2.4 Upon the death of the retiree, the surviving spouse and any dependent children under the age of nineteen (19),

or to the age of twenty-three (23) if the dependent child is a student shall remain covered under the aforementioned Drug-Prescription Plan at the City's expense. The spouse's coverage shall cease when any of the following occurs:

- spouse dies, or
- spouse remarries, or
- the surviving spouse obtains prescription drug coverage from any other source, during the time the surviving spouse has such other coverage.

31.4 Dental Insurance Plan.

The City shall pay the full cost for the employee and eligible family member(s) for the current plan in effect as of February 1, 1999 and such benefits shall not be diminished.

31.4.1 Effective February 1, 1999, the City shall increase their current contribution to forty-five dollars and ninety-five cents (\$45.95) per employee, per month, to upgrade the current dental plan. The terms of the upgraded plan, as well as any further upgrades which are based upon employee contributions shall be implemented by February 1, 1999.

31.4.2 All unmarried children of the employee shall be covered until age twenty-three (23) under the family coverage option.

31.4.3 Effective February 1, 2001, retirees under the

contract between the CITY and SOA and their dependents shall be entitled to remain enrolled in the City Dental Plan the full premiums being paid by the City. The spouse's coverage shall terminate upon the spouse's death or remarriage. Dependent children shall remain enrolled in these plans until reaching the age of nineteen (19) or to the age of twenty-three (23) if the dependent child is a student.

31.5 Optical Insurance Plan.

The City shall pay the full cost for the employees for the Optical Insurance.

31.6 The City reserves the right to change carriers on any of the medical plans so long as benefits and services to the employee are not reduced.

31.7 Vested Benefits

(a) All retirees with an effective retirement date between August 1, 1990 and July 31, 1995 shall be vested with the medical and health benefits as exist under this agreement. Said benefits and the retirees' entitlement thereto shall be unaffected by future changes to medical or health benefits by the City, whether established pursuant to subsequent contracts or otherwise.

(b) Nothing in this agreement shall affect the medical and health benefits to which employees whose effective retirement

date was prior to August 1, 1990 were entitled. Those retirees shall continue to be vested with their existing medical and health benefits as they enjoyed prior to August 1, 1990 and those benefits for those retirees shall not be subject to change by the City, whether established pursuant to subsequent contracts or otherwise.

(c) All retirees with an effective retirement date after July 31, 1995 shall be vested with medical and health benefits as exist under this agreement. Said benefits and the retiree's entitlement thereto shall be unaffected by the future changes to medical or health benefits by the City, whether established pursuant to subsequent contracts or otherwise.

(d) The provisions of paragraphs number "a", "b" and "c" above shall survive the expiration of the collective negotiations agreement and shall be enforceable pursuant to arbitration under the provisions of any collective negotiations agreement in effect between the parties hereto at any time.

32.0 LEGAL DEFENSE OF EMPLOYEES

The City will provide for the defense of the employees in accordance with N.J.S.A. 40A:14-155 whenever an employee is a defendant in any action or legal proceeding arising out of or incidental to the performance of his duties including false arrest, detention or imprisonment, or malicious prosecution,

libel, slander, defamation or violation of rights of privacy, wrongful entry or eviction or other invasion of private occupancy, and invasion of civil rights, and will provide for the payment of compensatory damages assessed against the employee acting in good faith within the scope of their duties.

33.0 CLOTHING AND EQUIPMENT

33.1 The City shall reimburse an employee for the replacement of clothing and equipment, not to exceed fifty (\$50.00) dollars in the case of watches or eyeglasses, which is damaged, torn or otherwise destroyed upon the employees submitting proof that such occurred during the performance of his official police duties.

33.2 A Uniform and Equipment Committee shall be authorized and established to review from time to time schedules on required uniforms and equipment and problems relating thereto, and to make recommendations to the Division Director on:

- Uniform standards
- Adoption of new items and equipment worn in connection with uniforms, and
- Maintenance of uniforms and equipment

The Uniform and Equipment Committee shall be a standing Committee of three (3) employees designated by the SOA and an equal number of members of the Division designated by the City.

Meetings are to be called on the request of either party.

34.0 FACILITIES

34.1 Lockers of adequate size, with locks, shall be provided in Division Headquarters and other facilities, for the exclusive use of Division employees to store all riot gear, change of uniform and necessary equipment. Lockers shall be placed in an area with proper security measures to prevent unauthorized access by non-police personnel.

34.2 Adequate toilet facilities for both male and female employees shall be provided in Headquarters, Precincts and other facilities of employee assignment. All toilets and/or bathrooms shall be properly maintained in a sanitary condition, and shall be supplied with adequate hot water, toilet tissue, hand towels and soap. These areas shall be for the exclusive use of Division employees only, and shall be designated as such.

34.3 "Sitting Room" areas shall be provided for the use of Division employees in any buildings which are to be used as Headquarters, and they shall be furnished with adequate number of tables and chairs.

34.4 The City shall provide in any buildings which are to be used as Headquarters a "Meal Area" furnished with adequate numbers of tables, chairs and cabinet storage. Said areas shall contain a refrigerator, gas or electric range and kitchen type

sink, and said area shall be for the use of Division employees.

34.5 The City shall properly maintain all areas in which Division employees are assigned, which shall include, but be not limited to, the cleaning of buildings, and furnishings, sanitary facilities, removal of garbage and waste, replacement of broken fixtures, and the moving about of all furnishings. Employees who unreasonably abuse or cause unsanitary or filthy conditions shall be subject to disciplinary actions.

35.0 OFF-DUTY EMPLOYMENT

(a) The City retains its lawful authority to regulate off-duty police related employment of City of Paterson police officers.

(b) Requests for off-duty assignments covered by the City's off-duty police related employment ordinance are strictly voluntary. No police officer shall be ordered to perform off-duty police related services that are covered by the ordinance. However, once a police officer's request for an off-duty assignment is approved by the Chief of Police and a contract is entered into with the applicant, the police officer shall be subject to an order of the Chief of Police to perform the off-duty assignment in order that the City may fulfill its contractual obligation under the contract.

(c) The Chief of Police may, in his discretion, deny request for off-duty assignments in consideration of the changing business necessities of the Police Department.

(d) Off-duty police related employment will be assigned on a rotating seniority basis.

(e) Employees so assigned shall be compensated at a rate of pay equal to the greater of one and a half times the employee's regular rate of pay or a flat rate to be determined through negotiations.

(f) The City retains the right to impose an administrative fee to recoup the costs of administering the off-duty employment program. Fees will be established by ordinance. The City will provide, upon request of the union, an annual breakdown of administrative costs associated with the off-duty employment program.

36.0 FULLY BARGAINED PROVISION

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties. During the term of this Agreement, neither party will be required to negotiate with respect to terms and conditions of employment unless they mutually agree to do so or are required to do so by the New Jersey Employee-Employer Relations Act.

B. This Agreement shall not be modified in whole or in

part by the parties except by an instrument in writing only
executed by both parties.

37.0 PRINTING OF CONTRACT

As soon as possible after the execution of this Contract the parties shall print three hundred (300) copies of the Contract in booklet form and shall share the cost equally. The front cover of the booklet shall contain the following wording and emblems: CONTRACT between THE CITY of PATERSON (with City Seal) and PATERSON POLICE SOA (with Association Seal), and the date of duration of the Contract. The beginning of the booklet shall contain a TABLE OF CONTENTS, showing the Section and sub-section names, Section and sub-section numbers, and page numbers.

38.0 SAVINGS CLAUSE.

The City shall not impair the validity and enforceability of the remaining provisions of this Contract.

39.0 NO WAIVER

Except as otherwise provided in the Contract, the failure to enforce any provision of this Contract shall not be deemed a waiver thereof. This Contract is not intended and shall not be construed as a waiver of any right or benefit to which employees are entitled by law.

40.0 SUCCESSOR CONTRACT

40.1 The parties do hereby agree to commence meaningful

negotiations on a successor Contract on economic items and other conditions of employment in accordance with the Rules and Regulations of the Public Employment Relations Commission.

41.0 TERM OF CONTRACT

41.1 This Contract shall commence on August 1, 2003 at 12:01 a.m. and shall expire at midnight on July 31, 2008 subject to any amendments hereinafter made in writing and agreed to by both the City and the Association.

41.2 This contract and its provisions will be extended to remain in full force and effect, with no reduction in wages, benefits or other conditions of employment, during any extended periods of negotiations that take place on a successor Contract, subsequent to this Contract's expiration, until a successor agreement has been reached.

All other terms and conditions of the collective negotiations agreement for August 1, 2003 to July 31, 2008 shall continue in full force and effect.

42.0 BAN ON STRIKES

42.1 It is recognized that the need for continued and uninterrupted operation of the City's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

42.2 Adequate procedures having been provided for the

equitable settlement of grievances arising out of this Agreement, the parties hereto agree that there will not be and that the SOA, its officers, members, agent or principals will not engage in, encourage, sanction or suggest strikes, slowdowns, lockouts, mass resignations, mass absenteeism or other similar action which would involve suspension of or interference with normal work performance.

42.3 The City shall have the right to discipline or discharge any employee encouraging, suggesting, fomenting or participating in a strike, slowdown or such interference.

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

In witness whereof, the Association and the Employer have executed this Agreement this _____ days of _____, 2006.

City of Paterson, By:

Mayor Jose "Joey" Torres

Director of Personnel

Business Administrator, Eli Burgos

City Clerk, Jane Williams

Paterson Police SOA, by:

WAGE SCHEDULES

The two steps contained in the previous Schedule A shall be adjusted by 3.75% in each of the five contract years, with the same effective dates of January 1, 2004, January 1, 2005, January 1, 2006, January 1, 2007 and January 1, 2008. The new schedule shall read as follows:

Schedule A - SOA

Sergeant

0-1 Year	3.75%	3.75%	3.75%	3.75%	3.75%
Date	1/1/04	1/1/05	1/1/06	1/1/07	1/1/08
	73,963	76,737	79,614	82,600	85,697

1 Year+	3.75%	3.75%	3.75%	3.75%	3.75%
Date	1/1/04	1/1/05	1/1/06	1/1/07	1/1/08
	82,322	85,409	88,612	91,935	95,383

Lieutenant

0-1 Year	3.75%	3.75%	3.75%	3.75%	3.75%
Date	1/1/04	1/1/05	1/1/06	1/1/07	1/1/08
	86,697	89,948	93,321	96,821	100,452

1 Year+	3.75%	3.75%	3.75%	3.75%	3.75%
Date	1/1/04	1/1/05	1/1/06	1/1/07	1/1/08
	91,075	94,491	98,034	101,710	105,525

Captain

0-1 Year	3.75%	3.75%	3.75%	3.75%	3.75%
Date	1/1/04	1/1/05	1/1/06	1/1/07	1/1/08
	96,464	100,082	103,835	107,728	111,768

1 Year+	3.75%	3.75%	3.75%	3.75%	3.75%
Date	1/1/04	1/1/05	1/1/06	1/1/07	1/1/08
	101,848	105,667	109,630	113,741	118,006

Deputy Chief

0-1 Year	3.75%	3.75%	3.75%	3.75%	3.75%
Date	1/1/04	1/1/05	1/1/06	1/1/07	1/1/08
	106,760	110,764	114,918	119,227	123,689

1 Year+	3.75%	3.75%	3.75%	3.75%	3.75%
Date	1/1/04	1/1/05	1/1/06	1/1/07	1/1/08
	111,674	115,862	120,207	124,714	129,391

Schedule B

Sergeants shall be eliminated effective May 25, 2006. Any Sergeant whose salary has been set by Schedule B contained in the previous contract and is below the level of a police officer shall be placed on Schedule A above.

In witness whereof, the Association and the Employer have executed this Agreement this _____ days of _____, 2006.

City of Paterson, By:

Mayor Jose "Joey" Torres

Director of Personnel

Business Administrator, Eli Burgos

City Clerk, Jane Williams

Paterson Police SOA, by:

