

AGREEMENT

BETWEEN

THE BOROUGH OF HALEDON

AND

HALEDON P.B.A. LOCAL NO. 349

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JANUARY 1, 2002      THROUGH      DECEMBER 31, 2005

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PREAMBLE

THIS AGREEMENT made this            day of            , 2003, by and between the Borough of Haledon, a municipal Corporation of the State of New Jersey, hereinafter referred to as the Borough and the Haledon Patrolmen's Benevolent Association, Local 349 hereinafter referred to as the P.B.A.

**WITNESSETH:**

That in consideration of mutual promises, and covenants and agreements of the parties has hereby agreed as follows:

**Article I - Recognition**

- 1.1 The Haledon P.B.A. is a member of the New Jersey State P.B.A., Passaic County P.B.A. Local 349, see attached certification which is self-explanatory. The P.B.A. is recognized as the exclusive majority representative for the purpose of negotiation in accordance with a certificate of representation issued by the State of New Jersey Public Employment Relations Commission on December 11, 1979, a copy of which is attached hereto and made a part hereof.

## **Article II - Application of Agreement**

- 2.1 This agreement shall apply to employees in accordance with the designations of unit contained in the aforesaid certification of representation. (Haledon Police Only).
- 2.2 This unit agrees not to represent anyone above the rank of Captain in the negotiations of salary and fringe benefits.
- 2.3 All terms within the written agreement shall be defined in accordance with the provisions of the New Jersey Employer-Employee Relations Act of 1968, and the several amendments and supplements thereto as well as the rules and regulations promulgated by the Public Employment Relations Commission pursuant to the terms of the act relating specifically to Police-Municipal Negotiations, unless provided herein.

### **Article III – Management Rights and No Strike**

A. The parties recognize that the police function is intimately related to the public interest. The responsibility for the day to day management, supervision and control of the Police Department is reposed by law in the Chief of Police. That statutory function of the Chief of Police may not be diminished by any contractual agreement between the parties, except as herein provided.

B. The Association agrees that the work to be performed; the materials to be used; the location of the work; extra shifts; the manner of performing the municipal functions of the Department; including the use of labor saving techniques; the determination of financial and accounting policies; the determination of contents; the judgment as to ability of an individual to handle the particular job; the ability of employees to various shifts, or various jobs; or other prerogatives customarily exercised by management, shall be solely and exclusively within the unreviewable discretion of the Police Chief and not subject to grievances or arbitration proceedings, except for those terms and conditions of employment covered by statute, ordinance, Rules and Regulations of the Borough of Haledon Police Department and this Agreement.

C. All members of the police Department shall comply with all applicable provisions of law and ordinances of the Borough and the Police Rules and Regulations, except that the parties agree that any ordinance of the Borough of Haledon which is in conflict with the provisions of the within agreement dealing with salaries, shift differential, longevity, overtime, vacation, holidays, insurance, clothing allowance, personal leave and terms and conditions of employment, are expressly made subordinate to such provisions of this agreement.

D. All decisions concerning who shall be promoted are in the exclusive province of the Borough and shall be made in accordance with the applicable provisions of law.

E. All decisions concerning any discipline shall be grievable pursuant to Haledon Borough Police Department Rules and Regulations and shall be in accordance with the provisions of statute, City Ordinance and Rules and Regulation of the Borough of Haledon Police Department.

F. No employee of the Police Department shall have the right to strike or engage in slowdowns, and no officer, member or representative of the Association will recommend aid, encourage counsel or advise any member of the Police Department to strike or engage in any slowdowns. In the event that there is any strike or slowdown, the Municipality reserves the right to seek appropriate judicial relief.

#### **Article IV - Hours and Overtime**

- 4.1 The standard workweek for the members of the Police Department shall be forty (40) hours consisting of five (5) days of eight (8) hours each. Rank and File officers shall rotate days off each twenty-eight (28) days. Superior Officers shall continue to work their current schedule. All assignments are subject to special departmental needs of specialized assignments at the Chief's discretion.
- 4.2 A monthly shift schedule shall be prepared for each monthly shift (28 days) and shall be posted by the Chief of Police at least one week prior to the beginning of the monthly shift. The parties agree that a modification of work schedules shall be subject to negotiations during the term of this agreement provided the staffing requirements of the department can continue to be maintained.
- 4.3 No officer shall be scheduled for more than one (1) eight (8) hour layover during any one (1) month shift schedule, unless said officer, in accordance with Article VIII, Seniority, accepts overtime work during the one (1) months shift schedule.
- 4.4 Overtime for police officers shall be paid at the premium rate of one and one half (1 ½) times the rate of pay. Overtime shall be defined as working in excess of forty (40) hours not previously scheduled.
- 4.5 There shall be a minimum guarantee for all courts and agencies including Haledon Municipal Court of two (2) hours pay at the premium rate for off duty officers.
- 4.6 Officers working beyond their eight hour shift, in order to complete a job or accommodate an emergency, will receive at the employee's discretion, monetary compensation or compensatory time off at the rate of one and one-half (1-1/2) hours time for each hour worked.
- 4.7 In the event that an officer is unable to take such compensatory time during the course of a calendar year, such compensatory time shall be paid for, at the officer's regular hourly rate, on or before December 31st of that year.
- 4.8 In the event that an off-duty officer is recalled to duty, except for court appearances as provided in Section 4.5 above, said officer shall be guaranteed a minimum of four (4) hours of overtime pay.
- 4.9 Payment for all overtime shall be paid in the pay period immediately succeeding the pay period in which it is earned.

**Article V - Holidays**

5.1 Members of the P.B.A. shall be entitled to the following holidays with pay at straight time rate:

- |                            |                        |
|----------------------------|------------------------|
| New Year's Day             | General Election Day   |
| Martin Luther King Jr. Day | Veterans Day           |
| Presidents Day             | Thanksgiving Day       |
| Good Friday                | Day after Thanksgiving |
| Memorial Day               | Christmas Day          |
| Independence Day (July 4)  | Floating Holiday       |
| Labor Day                  |                        |
| Columbus Day               |                        |

5.2 All holiday pay owed by the Borough shall be paid to each officer on or before December 31 of the year in which the holiday pay was earned.

5.3 Employees required to work on holidays shall be granted compensatory time off with pay.

5.4 In the event that an officer is unable to take such compensatory time during the course of the calendar year, such compensatory time shall be paid at the officer's regular hourly rate on or before December 31 of that year.

## **Article VI - Personal Days and Sick Days**

- 6.1 Police officers shall be entitled to four (4) personal days per year.
- 6.2 Sick days – Police Officers shall be entitled to unlimited sick days up to a total of one (1) year.

## **Article VII - Vacation**

- 7.1 Employees shall be entitled, after employed one (1) full year, one (1) week vacation with pay. Full time employees employed for two (2) years or longer are entitled to a two (2) week vacation with pay. Employees employed for five (5) years or longer are entitled to a three (3) week vacation with pay. Employees employed for ten (10) years or more are entitled to a four (4) week vacation with pay. Employees employed for sixteen (16) years or longer are entitled to a five (5) week vacation with pay.
- 7.2 In the event that an officer is unable to take accumulated vacation time during the course of the calendar year, he shall be paid for such unused vacation time at his regular hourly rate on or before December 31 of that year. Vacation time cannot be accumulated and carried beyond the year it is earned.

## **Article VIII - Seniority**

- 8.1 Seniority shall be determined by the officer's length of service as a police officer in the police department, calculated from the first day of employment as a probationary patrolman. In determining preferences for the purposes of selecting vacation, shift worked, compensatory time off, holidays and personal days, seniority shall control. Any overtime work shall also be allocated according to seniority on a rotation basis. A refusal of an overtime opportunity shall be considered as time worked. The Chief of Police shall retain all prerogatives as granted to the office by statute or rule.

## **Article IX - Insurance Coverage**

- 9.1 The Borough agrees to maintain all current insurance coverage: Blue Cross, Blue Shield, and Rider J.
- 9.2 The Borough shall maintain the present optical insurance to regularly appointed and probationary full time employees of the Police Department and their families at no cost to the employee, \$200.00 (Two Hundred Dollars) per family member shall be provided based upon each incident per family per calendar year.
- 9.3 The Borough shall provide prescription drug insurance coverage to all regularly appointed and probationary full time employees of the Police Department and their families at no cost to the employee. The deductible shall be \$2.00 (Two Dollars) for generic drugs and \$5.00 (Five Dollars) for patent name drugs. Effective as soon as practicable after the signing of the memorandum of agreement, the prescription plan shall be increased to \$5.00 generic/\$10.00 brand name.
- 9.4 The Borough agrees to maintain false arrest insurance for each member of the Police Department.
- 9.5 The Borough shall provide a dental insurance plan to all regularly appointed and probationary full time employees of the Police Department and their families at no cost to the employee. The parties shall be entitled to reopen negotiations for the purposes of an improved dental program which negotiations shall commence at least 90 days prior to the expiration of the current dental contract between the employer and the dental insurance carrier.
- 9.6 The Borough shall provide an Orthodontic insurance plan to all regularly appointed and probationary full-time employees of the Police Department and their families at no cost to the employee. Said plan will have a lifetime maximum benefit of \$1,500.00

**Article X - Legal Defense**

10.1 The Borough shall provide appropriate legal defense for all police officers covered under this agreement in accordance with the provisions of N.J.S.A. 40A:14-155.

**Article XI - P.B.A. Rights**

11.1 The Borough agrees to allow the posting of P.B.A. notices on an available bulletin board in the police station.

## **Article XII - Grievance Procedure**

The Borough Police Chief or his designee shall recognize and deal with the members of the P.B.A. for the adjustment of any grievances which may arise in accordance with the current procedures agreed upon by the governing body and the P.B.A., and any grievance committee as established by the respective associations.

### **12.1 Internal Grievance Procedures**

Except as provided in Sub-section 12.7, the following procedure shall be followed with reference to internal grievances:

- A. All attempts shall be made to resolve any grievance in informal discussions and negotiations between the individuals involved the Association and the employer, by and through the Chief of Police or the employer's designee. If informal attempts to resolve the dispute fail, then formal grievance procedures may be instituted in accordance with contractual agreements.
- B. Upon a written complaint initiated by an individual employee, group or employees or by the association, which complaint shall be lodged by not more than 15 days from the happening of an event giving rise to a dispute with the Chief of Police, or employer's designee, or with the employer, notice of said complaint shall be given to all interested or affected persons, including superior officers in the chain of command.
- C. Upon receipt of the grievance complaint, pursuant to the above paragraph, the association grievance committee shall review the same. If, in their own opinion, no grievance exists, no further action shall be necessary. In the event that they find a grievance does exist, the committee shall so notify the Chief of Police or employer's designee within five (5) days of the filing of the grievance complaint. The parties shall meet and attempt to settle the matter. In the event a satisfactory settlement is reached, the same shall be reduced in writing, signed by all parties and implemented.
- D. If a settlement is not reached pursuant to Paragraph C above, then the Chief of Police or employer's designee and the chairperson of the employee's committee shall each file a written report of their findings of fact, conclusions and recommendations with the Police Chairperson or Mayor within ten (10) days of the meeting set forth in Paragraph C above. The Chairperson or Mayor shall then schedule a date for an informal hearing no later than ten (10) days from the receipt of said findings, conclusions and recommendations and shall notify interested parties in writing of said hearing date.

E. Upon compliance with the requirements of Paragraph D, above, the Police Chairperson or Mayor, or employer's designee shall conduct a hearing at which time all interested persons, the Chief of Police, the Chairperson of the employer's grievance committee and the president of the P.B.A. shall also be present. The Police Chairperson or Mayor, or the employer's designee, shall make all reasonable attempts to arrive at a settlement satisfactory to all parties. If said dispute is settled upon agreement of all parties, said agreement shall be reduced to writing and signed by all parties, including but not limited to the Police Chairperson, Mayor or employer's designee, Chief of Police, the chairperson of the employee's grievance committee, the President of the P.B.A. and all aggrieved parties. If the Police Chairperson, Mayor or employer's designee is unable to obtain an amiable written decision setting forth his decisions concerning the dispute, which written decision shall be served upon all interested parties.

## 12.2 Arbitration Process

The P.B.A. may institute arbitration proceedings within ten (10) days of the receipt of the decision of the Police Chairperson, Mayor or employer's designee as set forth in Paragraph E of Section 12.1 by the written demand upon the employer specifying the nature of the unsettled grievance or other matter in dispute. Simultaneously therewith, the party demanding arbitration shall request the New Jersey Public Employment Relations Commission to present a list of the arbitrators from which the parties shall choose three names. The arbitrator finally chosen shall hear the arbitration in the manner set forth by NJPERC. The parties direct the arbitrator to decide as a preliminary question, whether he has jurisdiction to hear and decide matter in dispute.

12.3 Notwithstanding the foregoing, the arbitrator shall consider only the issues presented to him and shall not add or subtract from the other terms of the agreement. The decision of the arbitrator shall be in writing and shall include the reason for such findings and conclusions.

12.4 The decision of the arbitrator shall be final and binding on the Association and the employer.

12.5 In the event of a change in the laws governing the New Jersey Public Employees Relations Commission, or its rules and regulations, which would in any way affect the method of selection of an arbitrator, then, in the alternative, the party demanding the arbitration shall request Public Employment Relations Commission to submit a list of nine arbitrators from which the parties may select the arbitrator. Alternatively, each party shall strike one name until all but one name remains on the list, and that individual shall be the arbitrator of the issue or issues to be arbitrated. The cost of the arbitrator's services, if any, shall be borne equally by the employer and the Association. In the event

this procedure is enacted, the Association shall have the right to strike the first name.

12.6 Where there is a dispute and pending the grievance procedures, work shall continue in a regular and orderly manner without interruption.

12.7 Statutory Right of Appeal

Nothing contained in this section shall alter, amend, change or affect any statutorily mandated right of appeal; including, review of disciplinary matters in Non-Civil Service Communities. N.J.S.A. 40A:14-147.

**ARTICLE XIII - WAGES**

13.1 For employees hired prior to February 20, 2003  
Article XIII - Salary Schedule A

<u>New Hires</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>
<u>START</u>		<u>3.25%</u>	<u>3.50%</u>	<u>3.75%</u>	<u>4%</u>
<u>1<sup>st</sup> Six Months</u>	31,909.01	32,946.00	34,099.00	35,378.00	36,793.00
<u>2<sup>nd</sup> Six Months</u>	37,295.84	38,508.00	39,856.00	41,350.32	43,004.00
<u>2<sup>nd</sup> Year</u>	43,780.21	45,203.00	46,785.00	48,540.00	50,481.00
<u>3<sup>rd</sup> Year</u>	53,015.67	54,739.00	56,655.00	58,779.00	61,130.00
<u>4<sup>th</sup> Year</u>	61,293.03	63,285.00	65,500.00	67,956.00	70,674.00
<u>5<sup>th</sup> Year</u>	66,136.33	68,286.00	70,676.00	73,326.00	76,259.00
<u>Sergeant</u>	71,144.08	73,456.00	76,027.00	78,878.00	82,033.00
<u>Lieutenant</u>	76,144.08	78,619.00	81,370.00	84,422.00	87,799.00
<u>Captain</u>	81,344.00	83,987.00	86,927.00	90,187.00	93,794.00

**For employees hired after February 20, 2003**

13.2 The salary schedule shall be as follows:

<u>Patrolman</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>
<u>START</u>	<b><u>3.50%</u></b>	<b><u>3.75%</u></b>	<b><u>4%</u></b>
<u>1<sup>st</sup> Six Months</u>	34,099.00	35,378.00	36,793.00
<u>2<sup>nd</sup> Six Months</u>	40,195.00	41,702.00	43,370.00
<u>2<sup>nd</sup> Year</u>	46,291.00	48,027.00	49,948.00
<u>3<sup>rd</sup> Year</u>	52,387.00	54,352.00	56,526.00
<u>4<sup>th</sup> Year</u>	58,483.00	60,676.00	63,103.00
<u>5<sup>th</sup> Year</u>	64,579.00	67,001.00	69,680.00
<u>6<sup>th</sup> Year</u>	70,676.00	73,326.00	76,259.00

13.3 Employees covered by this agreement and assigned to detective duties shall receive two thousand two hundred fifty dollars (\$2,250) per annum.

**Article XIV - Longevity**

14.1 Members of the Police Department shall receive longevity as follows:

After 4 years	2%
After 8 years	4%
After 12 years	6%
After 16 years	8%
After 20 years	10%

**For employees hired after January 1998**

Upon attaining 10 years of service	5%
Upon attaining 20 years of service	10%

**Article XV - Clothing Allowance**

- 15.1 The clothing allowance during the term of this contract shall be eight hundred dollars (\$800.00) per annum. Clothing allowance shall be payable by separate checks, one-half on May 15 and one-half on November 15 of each year.
  
- 15.2 In the event of a uniform change, the cost thereof shall be borne by the municipality. This is in addition to the clothing allowance. There shall also be reimbursement of \$175.00 to the police officer who sustains personal property damage that occurs in the line of duty.

## **Article XVI - Reimbursement for Expenses**

- 16.1 The Borough shall reimburse each officer for miles driven in his personal vehicle while attending police related schools, meetings and courts at the rate of twenty five cents (\$.25) per mile.
- 16.2 The Borough shall reimburse such officer, from established petty cash, for personal expenses incurred when attending police related schools, with a maximum of seven dollars (\$7.00) for tolls, lunch or other related incidental expenses. Each officer must submit appropriate receipts for said expenses prior to being reimbursed.
- 16.3 The Borough shall reimburse each officer, from established petty cash, for personal expenses incurred for prisoners in lock-up.
- 16.4 When a police officer from another municipality is conducting an out-of-town investigation in the Borough and is assisted by a member of the Haledon P.B.A., that member shall be paid for personal expenses which he incurs in providing such assistance. Such expenses shall be paid from established petty cash, with a maximum expense of seven dollars (\$7.00). Each officer must submit appropriate receipts prior to being reimbursed.

## **Article XVII - Training**

- 18.1 Every officer shall be required to qualify on the shooting range every six (6) months. Said qualifications shall be conducted using the officer's regular on-duty time or during paid overtime.
  
- 18.2 Every officer shall be required to take First Aid and C.P.R. training and shall be required to obtain certification in both forms of training. Said training and certification shall be conducted during the officer's regular on-duty time or during paid overtime.

**Article XVIII - Departmental Meetings**

18. All officers shall be required to attend six (6) departmental meetings per calendar year without overtime pay or compensatory time off. However, for all additional department meetings conducted during the calendar year, whether called by the Chief of Police or other Borough officials, all officers who are off-duty shall be paid a minimum of two (2) hours overtime for each such additional departmental meeting.

## **Article XIX - Miscellaneous Benefits and Safety**

- 19.1 The Borough agrees to equip all new police vehicles with AM radios.
- 19.2 The Borough agrees to equip all new police patrol vehicles with security screens within thirty (30) days of delivery.
- 19.3 The Borough agrees to equip all police vehicles with first aid kits, fire extinguishers, shotguns and all other related police equipment which is generally considered standard equipment for a fully equipped patrol vehicle.
- 19.4 If an employee of the department alleges that a motor vehicle and/or equipment assigned for use is in an unsafe condition to operate, then the vehicle shall be inspected by the shift commander who shall decide whether or not that equipment or vehicle is in proper working order. The employee of the department about to use the motor vehicle is to inspect the same with a checklist and provide the same to the shift commander before commencing the tour.
- 19.5 All equipment which is not in proper working order and which cannot be repaired and brought into proper working order within a reasonable length of time shall be replaced.

## **Article XX - Deductions from Salary and Agency Shop**

- 20.1 A. The Borough agrees to deduct from the salaries of its employees subject to this agreement, dues for the P.B.A. Such deductions shall be made in compliance with Chapter 310, P.L. 1967, N.J.S.A. (R.S.) 52:14-15(e) as amended. Such monies together with records of any corrections shall be transmitted to the P.B.A. by the 15th of each month following the monthly pay period in which deductions were made.
- B. If, during the term of this agreement there shall be any change in the rate of membership dues, the P.B.A. shall furnish to the Borough written notice prior to the effective date of such change and shall furnish to the Borough with new authorizations from its members, showing the authorized deduction for each employee or an official notification on the letterhead of the P.B.A. and signed by the President and Secretary-Treasurer of the P.B.A., advising of such deduction.
- C. The P.B.A. will provide necessary Check-Off Authorization forms and the P.B.A. will secure the signatures of its members on the forms and deliver the signed forms to the Borough. The P.B.A. shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards submitted by the P.B.A. To the Borough or in reliance upon the official notification on the letterhead of the P.B.A. and signed by the President and Secretary-Treasurer of the P.B.A., advising of such changed deduction.
- 20.2 Any permanent employee in the bargaining unit on the effective date of this agreement who does not join the union within thirty (30) days thereafter, any new permanent employee who does not join within thirty (30) days after initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of re-entry into the unit shall, as a condition of employment, pay a representation fee to the union by automatic payroll deduction. The representation fee shall not exceed 85% of the majority representative fee as certified to the Borough by the P.B.A. The union may revise its certification of the amount of the representation fee at any time to reflect said changes.
- A. The Union's entitlement to the representation fee shall continue beyond the termination date of this agreement so long as the union remains the majority representative of the employees in the unit, provided that no modification is made in the provision by a successor agreement between the union and the employer.

- B. The union agrees that it will indemnify and hold harmless the Borough against any and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the Borough at the request of the union under this article.
  
- C. The P.B.A. shall establish and maintain a procedure whereby any individual paying the agency fee can challenge the assessment as computed by the P.B.A. This appeal procedure shall in no way involve the Borough or require the Borough to take any action other than to hold the fee in escrow pending resolution of the appeal.

**Article XXI - Past Practices, Maintenance of Benefits**

21.1 It is agreed by the Borough that any item not discussed in this contract governed by prior agreement shall be maintained without alteration during the term of this present agreement. Moreover, all prior established practices maintained by the Borough during the term of the prior agreement shall be maintained without alteration during the term of this present agreement.

**Article XXII - Modification**

22.1 Individual terms and conditions of this agreement may be amended, modified or terminated by mutual written consent of the municipality and the P.B.A. during the life of this agreement.

**Article XXIII - No Waiver**

- 23.1 Except as otherwise provided in this agreement, the failure to enforce any provisions of this agreement or exercise one's rights pursuant thereto, shall not be deemed a waiver thereof. This agreement is not intended and shall not be construed as a waiver thereof. This agreement is not intended and shall not be construed as a waiver of any right or benefit to which the employees herein are entitled.

## **Article XXIV - Separability and Savings**

- 24.1 If any provision of this agreement or any application of this agreement to any employee, member or group of employees or members is held to be invalid by operation of law, by any court, administrative body or other tribunal of competent jurisdiction, then the parties agree to reopen negotiations with respect to the impact of such invalid provision consistent with the law relating to negotiations and interest arbitration as set forth in N.J.S.A. 34:13A-3, et seq; however, all other provisions and applications contained herein shall continue in full force and effect and shall not be affected thereby.

**Article XXV - Supremacy Over Department Rules and Regulations**

25.1 Departmental rules and regulations are hereby superseded where inconsistent with the terms of this contract. Said Rider attached hereto being the rules and regulations of the department.

**Article XXVI - Union Business**

26.1 The PBA President and the State Delegate shall be excused from duty with pay to conduct official business, in accordance with the duties of the office of the PBA President and State Delegate, provided that such release time does not interfere with the emergency requirements of the department.

**Article XXVII - Termination**

28.1 This agreement shall terminate December 31, 2005.

28.2 It is agreed that the negotiations for any succeeding contract shall commence as of September, 2005.

Borough of Haledon

Haledon P.B.A. Local 349

By: \_\_\_\_\_  
Kenneth Pengitore  
Mayor

By: \_\_\_\_\_  
Kevin Gottheiner, State Delegate  
Haledon P.B.A. Local 349

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_



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