

AGREEMENT

Between

THE CITY OF VINELAND

A Municipal Corporation of the State of New Jersey

&

POLICEMEN'S BENEVOLENT ASSOCIATION

LOCAL 266

An Employee Representative

Effective January 1, 2003 through December 31, 2006
Amended by Resolution No. 2004 adopted on January 27, 2004

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This Agreement, dated **May 8, 2003**, by and between the City of Vineland, a municipal corporation of the State of New Jersey, hereinafter referred to as the “City” and the Policemen’s Benevolent Association, Local No. 266, hereinafter referred to as the “PBA”.

Article 1 - Purpose

This Agreement is entered into pursuant to N.J.S.A. 34:13A to promote and insure harmonious relations, cooperation and understanding between the City and the employees; to prescribe the rights and duties of the City and employees; to provide for the resolution of grievances, all in order that the public service shall be expedited and effectuated in the best interests of the people of Vineland and its employees and the City.

Article 2 - Recognition

It is the intention of the parties that this Agreement be construed in harmony with New Jersey statutes, **New Jersey Department of Personnel (NJDOPE)** rules and regulations, City ordinances and Police Department rules and regulations, but no City ordinance or Police Department rule and regulation shall amend or alter any provision of this Agreement.

The City recognizes the PBA as the sole and exclusive representative of those certain employees in the Police Department of the City for the purpose of collective negotiations concerning salaries, wages and other terms and conditions of employment. For the purposes of this Agreement, an employee or the employees are those employees in the following titles pursuant to the Certification Docket No. RO-93-116 by the State of New Jersey, Public Employment Relations Commission dated March 1, 1993 as authorized by the New Jersey Employer-Employee Relations Act of 1968, as amended, as follows:

All police officers employed by the City of Vineland excluding all managerial executives, confidential employees, craft workers, supervisors within the meaning of the Act, superior officers, dispatchers, non-police employees, and all other employees employed by the City of Vineland.

Article 3 - Management Rights

§1. It is recognized that the management of the City, the control of its properties, and the maintenance of order and efficiency, is a right and responsibility of the City, including the right to enforce rules and regulations, policies or other statements of procedure not inconsistent with this Agreement or the laws and constitutions of the State of New Jersey and the United States, whether or not such enforcement has occurred in the past.

Accordingly, the City hereby retains and reserves unto itself, or through and by the Chief of Police, Director of Public Safety or designees, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and constitutions of the State of New Jersey and the United States, including, but without limiting the generality of the foregoing, the following rights not inconsistent with the terms and conditions of this Agreement or aforesaid laws of the State of New Jersey or United States:

- a. the executive management and administrative control of the City and its properties and facilities and the determination of the methods of operation to be offered by its employees and to direct the activities of its employees;**
- b. the determination of the standards of selection of employment and the hiring of all employees and, subject to the provisions of law, the determination of their qualifications and conditions for continued employment as well as the assignment, promotion and transfer of employees subject to NJDOP regulations;**
- c. the reprimand, suspension, demotion or discharge of employees or other disciplinary action;**
- d. the transfer, assignment, reassignment, layoff or recall of employees to work, subject to NJDOP regulations;**
- e. the determination of the number of employees and of the duties to be performed, in accordance with applicable NJDOP regulations, and the relief of its employees from duty because of a lack of work or lack of funding or other legitimate reason;**
- f. the maintenance of the efficiency of its operations and employees as well as the establishment, expansion, reduction, alteration, combination, consolidation or abolition of any job or job classification, department operation or service;**
- g. the determination of staffing patterns and areas worked, hours of operation, the control and regulation of the use of facilities, supplies, equipment, materials and other property of the City;**
- h. the determination of the number, location and operation of divisions, departments, units and all other work groups of the employer, the assignment of work, the qualifications required, the performance standards and the size and composition of the work force;**
- i. the determination of the amount of overtime to be worked;**
- j. the determination of the methods, means and personnel by which its operations are to be conducted;**
- k. the determination of the content of work assignments;**

- l. the exercise of complete control and discretion over its organization and the technology of the performance of its work; and**
- m. the making, maintenance and amendments of such operating rules as it may from time to time deem best for the purposes of maintaining order, safety or the effective and efficient operation of the work of the City.**

§2. 7K Exemption of the Fair Labor Standards Act. As required by law, the City adopted provisions of the Fair Labor Standards Act on September 27, 1985. And as such, elected to adopt the 7K exemption provisions of the Fair Labor Standards Act specifically, the 171 hour - 28 day cycle portion.

Article 4 - Maintenance of Standards

- §1. With respect to matters not covered by this Agreement, the City will not seek to diminish or impair during the term of this Agreement any benefit or privilege provided by law, rule or regulation for employees without prior notice to the PBA and when appropriate without negotiations with the PBA, provided, however, that this Agreement shall be construed consistent with the free exercise of rights reserved to the City by the Management Rights clause of this Agreement.
- §2. **This Agreement is not intended to limit the freedom of speech of employees, subject to restrictions imposed by federal or state law.** Employees shall retain all civil rights under federal and state law.
- §3. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

Article 5 - Association Representatives and Members

- §1. Authorized representatives of the PBA, whose names shall be filed in writing with the Director of Public Safety, shall be permitted to visit Police Headquarters or the Office of the Director of Public Safety for the purposes of processing grievances. This right shall be exercised reasonably. Upon entering the premises, the authorized representative shall notify the Shift Commander or, in his/her absence, an authorized representative. The PBA representative shall not interfere with the normal conduct of the work of the Police Department.
- §2. **Pursuant to applicable law, the City shall grant a leave of absence with pay to up to five (5) PBA representatives, who shall consist of the President, State Delegate and three (3)**

additional representatives, to attend any PBA state or national convention. A certificate of attendance at the state or national convention shall be submitted by representatives so attending. Leave of absence shall be for a period inclusive of the duration of the convention with a reasonable time allowed for travel to and from the convention. A delegate can take off his/her work shift if it is within the same twenty-four (24) hour period of a State meeting.

§3. Members of the PBA, who, by mutual agreement between the City and PBA, participate during working hours in grievances and negotiations with the City, shall suffer thereby no loss of pay. Members of the PBA shall be allowed one-half (½) hour prior to and one-half (½) hour after the session is over as excused time from their work assignment. They shall give their supervisor reasonable notice in advance of their desire to attend such meetings. It is understood, however, that such participation shall be permitted unless the employee's attendance would interfere with the work of the Police Department.

§4. **The City shall release up to three (3) officers of the PBA Executive Board to attend full PBA monthly meetings and also release the President or designee for one work shift up to ten (10) hours per month to conduct PBA business with no loss of pay. Hours shall not accumulate from month to month.**

The Chief of Police shall, upon thirty (30) calendar days notice, release up to two (2) officers of the PBA Executive Board to attend up to six (6) annual PBA events, provided such time off does not unreasonably create a staffing shortage. Such authorization shall not be unreasonably withheld.

§5. The City shall provide to the PBA the names and addresses of potential new employees. The City further agrees to permit two (2) representatives of the PBA solely the right to meet with new employees for up to one (1) hour immediately following the swearing in of the employees.

Article 6 - Check Off and Representation Fee

§1. Pursuant to N.J.S.A. 52:14-15.9e, employees who are PBA members may authorize voluntarily and in writing to the proper disbursing officer of the City to have customary dues deducted from their compensation and paid to the PBA.

§2. Pursuant to N.J.S.A. 34:13A-5.5, employees who choose not to be PBA members shall have deducted from their compensation a representation fee in lieu of dues up to 85% of regular membership dues, fees and assessments paid by PBA members for services rendered by the PBA. Said deduction will commence as soon as practicable after the employee's 60th day of employment in a bargaining unit position. Said monies,

together with records of any corrections, shall be transmitted to the PBA Office during the month following the monthly pay period in which deductions were made.

- §3. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the PBA and approved by the City during the month following the filing of such card with the City.
- §4. If, during the life of this Agreement there shall be any change in the membership dues, the PBA shall furnish to the City two month's written notice prior to the effective date of such change.
- §5. The PBA agrees to furnish the City with a copy of its "Demand and Return System" which must be established and maintained by the PBA in accordance with the law.
- §6. The PBA shall indemnify and save the City harmless against all claims, demands, suits or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the PBA pursuant to this Article.
- §7. Any such written authorization may be withdrawn at any time by filing a written notice of such withdrawal with the City's Personnel Office. Withdrawals shall become effective fifteen (15) days after such filing.

Article 7 - Bulletin Boards

- §1. The City agrees to furnish suitable bulletin board space in the locker room and in the squad room to be used exclusively by the PBA. The City agrees that the only bulletin boards allowed to be used by an employee organization, identified as the bargaining agent for the police officers, being the PBA, shall be the one furnished to and used by the PBA. The City will allow the PBA to install a locking cover on its bulletin board at the expense of the PBA.
- §2. The PBA agrees to limit its postings of notices and bulletins to such bulletin board.
- §3. The PBA agrees that it will not post materials which may be profane, derogatory to any individual, or constitute election campaign material. All bulletins or notices shall be signed by the PBA president or designee.
- §4. Any material which the City alleges to be in violation of this Agreement shall be promptly removed by the PBA. The matter will then be subject to the grievance procedure for resolution.
- §5. **PBA** bulletin boards shall be maintained in a neat and orderly fashion.

Article 8 - Nondiscrimination and Personnel Records

- §1. The provisions of the Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. Both the City and the PBA shall bear the responsibility for complying with this provision of the Agreement.
- §2. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.
- §3. The City agrees not to interfere with the rights of employees to become members of the PBA. There shall be no discrimination, interference, restraint or coercion by the City or any City representative against any employee because of PBA membership or because of any employee activity permissible under the New Jersey Employer-Employee Relations Act of 1968, as amended, or this Agreement.
- §4. The PBA recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.
- §5. Employees agree to perform efficient work and use their best endeavors to protect the property and advance the welfare of the City and its interests, notwithstanding each employee's rights under the constitutions of the United States and the State of New Jersey.
- §6. Personnel Records. Each employee shall receive a copy of any reprimand or adverse documentation that becomes part of an employee's permanent record placed upon his/her personnel file and has the right to examine the file at any time convenient to the employee and the custodian of the file.

The employee shall acknowledge said material by signing the material; if the employee refuses to acknowledge such material, it may be included in his/her file if evidence is appended that he/she was given the opportunity to acknowledge and respond, but refused.

When an employee has given prior written authorization, or accompanies an PBA representative, the PBA representative shall be given access, by the custodian of the files, at a reasonable time to the personal record pertaining to the employee involved. The employee assumes any and all risks involved in such disclosure, and no employee of the City (nor the **PBA** nor any of its representatives) shall be held accountable for disclosing information in the files. The form of written authorization shall be provided by the City.

The Police Department will use a standardized method of recording employee performance to be implemented through appropriate departmental policies. These policies will identify the appropriate supervisory forms to document commendations and corrective action.

No documentation will become part of the employee's administrative file or personnel records without notice to said employee. The employee will also be given the opportunity to receive a copy of the documentation and respond to its content if the employee so desires. If an employee receives a commendation from a citizen or supervisor, the employee will be notified and a copy will be placed in the employee's administrative file.

- §7. The City agrees to protect the confidentiality of personnel files and other similar documents, except that the City may use such personnel files and other similar documents in connection with its function as a public employer.
- §8. Except for complaints of a criminal or quasi-criminal nature, any job-related complaints regarding an **employee** made to any member of the City administration or supervisory personnel shall be called to the attention of the involved **employee**. Such **employee** shall have the right to respond and/or rebut such complaint.
- §9. Medical records are covered by the Federal Confidentiality Act and can be released pursuant to City Policy. City Policy may be discussed with your Department Head.

Article 9 - No-Strike Pledge

- §1. The PBA covenants and agrees that during the term of this Agreement, neither the PBA nor any person acting in its behalf will cause, authorize or support any strike (e.g., the concerted failure to report for duty, or willful absence of any employees from their positions, or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the City. The PBA agrees that such action would constitute a material breach of this Agreement.
- §2. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by an employee shall be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the Grievance Procedure contained in Article 25.
- §3. The PBA will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the City.
- §4. Nothing contained in this Agreement shall be construed to limit or restrict the City in its rights to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the PBA or its members.

Article 10 - Salaries

§1. Employee salaries shall be paid in accordance with the Salary Step Guide set forth in Exhibit “A” attached hereto and made a part hereof. All salaries shall be authorized by an appropriate ordinance to be adopted by the City. The salaries set forth in Exhibit “A” are the salaries to be paid for:

- a. **Calendar year 2003, effective December 29, 2002.**
- b. **Calendar year 2004, effective January 4, 2004.**
- c. **Calendar year 2005, effective January 2, 2005.**
- d. **Calendar year 2006, effective January 1, 2006.**

§2. In lieu of Shift Differential, the City shall pay employees assigned to the patrol division in addition to their regular salary a fixed amount as follows:

2003	\$7.00 per week
2004	\$8.00 per week
2005	\$9.00 per week
2006	\$9.00 per week

In lieu of Shift Differential, the City shall pay employees assigned to street crimes, narcotics, community policing and the detective bureau in addition to their regular salary a fixed amount as follows:

2003	\$4.00 per week
2004	\$5.00 per week
2005	\$6.00 per week
2006	\$6.00 per week

Reassignment to the patrol division will warrant receipt of the in lieu of Shift Differential for employees if the majority of the work week is in said division.

§3. All employees shall receive weekly base pay in an amount equal to their annual salaries divided by fifty-two (52) regardless of the amount of hours worked exclusively under the new work schedule. Notwithstanding the above, when an employee separates from employment, the last pay shall be adjusted for any previous overpayment or underpayment resulting from the annualization of base pay.

Article 11 - Pay Period

§1. **The City shall, in its discretion, pay employees weekly or bi-weekly on the applicable Friday, provided that weekly or bi-weekly pay is instituted for all City employees and**

60 days notice is given to employees. Should payday occur on a holiday, paychecks shall be issued on the day preceding the holiday.

§2. Pay receipts for employees shall be itemized as follows:

- a. Base pay.
- b. Payments for hours worked at the overtime rate.
- c. Other payments, hours and entitlement to the extent possible and practicable to the limits of the computerized payroll accounting system.

Same shall be explained in the deduction code attached to the employee's paycheck.

§3. The City shall provide each employee with a computation of his/her base hourly rate of pay for each year of the life of this Agreement.

§4. The City will provide the Police Department with paychecks on Thursday after 3:00 pm to be released Friday morning for those **employees** on the Thursday second and third shift only, unless that day be a holiday and then payment is to be made on the day preceding the holiday. The Police Department must provide a weekly list of affected **employees** (**employees** who are working those shifts) and who will be entitled to receive their check on Friday mornings. Paychecks will be calculated and paid in accordance with present practice.

Article 12 - Vacations

§1. Employees shall receive the following annual vacation leave with pay, except as otherwise provided:

- a. 8 hours for each month up to one (1) year of service.
- b. 120 hours after one (1) year and up to five (5) years of service.
- c. 144 hours after five (5) years and up to ten (10) years of service.
- d. 168 hours after ten (10) years and up to fifteen (15) years of service.
- e. 192 hours after fifteen (15) years and up to twenty (20) years of service.
- f. 200 hours after twenty (20) years of service.**

The City agrees to carry over vacation hours if less than a full **shift** of time.

§2. Where in any calendar year the vacation or any part thereof is not granted and taken by reason of pressure of the Police Department's business, as determined and approved by the Director of Public Safety or designee, such vacation periods or parts thereof not granted shall accumulate and shall be granted and may be taken during the next succeeding calendar year only. **Employees may carry over to the following calendar year any vacation time not used due to a worker's compensation injury.**

§3. Vacations shall be granted by seniority and, so far as practicable, as desired by the employee. All vacation requests shall be submitted prior to May 1st of each year and, for vacation leave desired prior to May 1st, the request shall be submitted at least ten (10) days prior to the desired leave. The Chief of Police or designee shall respond to a vacation request within ten (10) days of receipt of the request.

Employees shall select vacation leave in one week blocks, which shall not exceed two nonconsecutive weeks. Employees may request consecutive vacation leave of more than two weeks. After an employee's first selection of weeks, the selection process shall move to the next senior employee. After the first two weeks have been submitted by each employee, the second time the vacation book is received, the employee may submit remaining vacation time, if desired. Employees may request a change of approved vacation by requesting a schedule change ten (10) days prior to the requested vacation date. The Chief of Police or designee shall not unreasonably deny a request for vacation change.

§4. The above applies to all employees, except that new employees may not use these earned days until the completion of ninety (90) days employment with the City. In the event that special extraordinary circumstances exist, the new employee may use earned and accrued days prior to the completion of said ninety (90) day employment upon approval of the Chief of Police or designee. Should a new employee be unable to take time off because of the ninety (90) day provision, said eligible time will be allowed to be carried over to the succeeding year.

§5. Vacation pay will be granted to employees terminating their employment. The number of vacation days to be granted will be the proportional number accrued during the year of termination. An employee's rate of vacation pay shall be based on the employee's regular base rate of pay.

§6. Employees may take three single vacation days a year. Employees may split two of these vacation days into half days for a total of up to four half vacation days. Half vacation days shall be taken at either the first or second half of the shift at the request of the employee.

§7. An employee who commences employment during the first fifteen (15) days of the month shall be credited with having worked a full month for the purposes of vacation computation. An employee who commences employment on the sixteenth (16) day of the month or thereafter shall not be credited with working said month for the purposes of vacation computation.

Article 13 - Holiday Pay

This benefit has been eliminated through negotiations. **Any newly declared federal or state holiday shall be rolled into base salaries in the second year of said holiday's existence provided that said holiday becomes an annual event.**

Article 14 - Education and Training Incentives

Advanced training and education achievement are considered important factors in the professional development of **employees. The base salaries in Exhibit "A" shall reflect the successful attainment of college credits or degrees.**

Article 15 - Travel Allowances

§1. The City shall reimburse employees for their necessary travel expenses incurred while on City business consistent with the Travel Policy of the Policy Manual. Employees are expected to work the length of a normal work day while traveling, and no overtime shall be worked unless authorized and pre-approved by the Department Head. Should the Travel Policy adopted on January 1, 2002 be revised, the benefits granted by it shall not be diminished.

§2. Employees shall be reimbursed mile for mile for the use of their personal vehicles while on City business at the prevailing IRS rate. A travel log shall be maintained by each employee and submitted no later than one month following said travel to his or her Department Director for reimbursement.

Article 16 - Court Time

Any employee who is required to appear during non-working hours in any court of competent jurisdiction including New Jersey State Departmental Divisional hearings, shall be compensated for such hours or **two (2) hours**, whichever is greater. Such compensation shall be at the overtime rate of pay portal to portal.

Article 17 - Sick Leave

§1. Service Credit for Sick Leave. All employees shall be entitled to sick leave with pay as specified hereunder.

- a. Sick leave for purposes herein is defined to mean absence from work of an employee because of personal illness by reason of which such employee is unable to perform the usual duties of his/her position. Sick leave may be used by employees who are unable to work because of:
 - i. Personal illness or injury.
 - ii. Exposure to contagious disease.
 - iii. Care for a reasonable period of time of a seriously ill member of the employee's immediate family. "Immediate family" is defined by N.J.A.C.4A:1-1.3 as employee's spouse, child, step-child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relatives residing in the employee's household. In addition, the City recognizes step-father and step-mother as part of the immediate family. This section includes care for a child unable to attend school or a day care facility for medical reasons and no other person is available to care for employee's child.
 - iv. Death in the employee's immediate family for a reasonable period of time.
- b. The PBA agrees to actively discourage the abuse of sick leave by **employees**.
- c. The PBA further acknowledges that the City, through the Chief of Police or designee, may adopt such sick leave and verification policies from time to time to control sick leave abuses as it may determine necessary.

§2. Amount of Sick Leave. An employee commencing employment during the first 15 days of the month shall earn eight (8) hours, and an employee commencing employment on or after the 16th day of the month shall earn four (4) hours for said month. Thereafter, sick leave with pay shall accrue to any full-time employee on the basis of eight (8) hours per month during the remainder of the first calendar year of employment and 120 hours in every following calendar year, pursuant to N.J.A.C. 4A:6-1.3 as long as the employee remains actively employed. If the employee terminates, the 120 hours shall be prorated at 10 hours for each 160 hours of employment.

Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year, to be used if and when needed for such purpose.

Any on-duty **employee** not using any sick leave in a given calendar year shall be paid for 16 hours and said hours shall be deducted from said **employee's** total sick leave hours.

§3. Reporting of Absence on Sick Leave. If an employee is absent for reasons that entitle him to sick leave, his/her shift commander shall be notified prior to the employee's starting time, in accordance with Department rules and regulations.

- a. Failure to so notify his/her shift commander may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.
- b. Absence without notice for five (5) consecutive days shall constitute a resignation not in good standing.

§4. Verification of Sick Leave. **An employee may be required to submit medical evidence substantiating the illness from a physician acceptable to the City when the employee is absent on sick leave for five (5) or more consecutive days, ten (10) or more days in one calendar year or whenever there is reason to believe that the employee is abusing sick leave. The City may also require such an employee to be examined by a physician designated and paid for by the City. Sick leave used concurrently with FMLA or FLA leave shall not be considered for purposes of sick leave abuse.**

- a. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required prior to the employee's return to work.
- b. The City may require an employee who has been absent because of personal illness, as a condition of his/her return to duty, to be examined, at the expense of the City, by a physician designated by the City. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health of other employees.

§5. Injury Leave. If any employee is incapacitated and unable to work because of any injury sustained in the performance of his/her police duties, as evidenced by certificate of a City-designated physician or other physician acceptable to the City, he/she shall be granted in addition to his/her annual sick leave with pay or any accumulations thereof, leave of absence with pay for a period of three hundred sixty-five (365) calendar days or so much thereof as may be required, as evidenced by certificate of the City-designated or accepted physician, but not longer than a period of which workers' compensation temporary disability payments are allowed.

If at the end of such three hundred sixty-five (365) calendar day period the employee is unable to return to duty, a certificate from the City-designated or accepted physician shall be presented, certifying to this fact, and the employee may elect, if he/she so desires, to use all or any part of the sick leave accumulated to supplement compensation payments so that combined compensation payments and sick leave allowance will approximate the employee's regular basic wage or salary payment.

During the period in which the full salary or wages of any employee on disability leave is paid by the City, any compensation payments made to or received by or on behalf of such

employee shall be deducted from the amount carried on the payroll for such employee or shall be assigned to the City by the insurance carrier or the employee.

Whenever the City-designated physician or accepted physician shall report in writing that the employee is fit for duty, such disability leave shall terminate and such employee shall forthwith report for duty.

Furthermore, if an employee, during the period of his/her disability is fit to perform "other" light duties, the City may, at its discretion, allow or require such employee to perform these light duties. The employee's ability to perform such light duties shall be determined by a City-designated or other physician acceptable to the City.

Any employee on injury leave resulting from injury while on duty shall continue to accrue sick leave credits while he/she remains on the payroll.

Article 18 - Funeral Leave

- §1. Employees shall receive leave with pay for up to a maximum of five (5) days in the event of the death of the employee's spouse, son, daughter, mother, father, step-mother, step-father or step-child.**
- §2. Employees shall receive leave with pay for up to a maximum of three (3) days in the event of the death of the employee's grandfather, grandmother, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchildren, grandparents of the spouse or step family members. Should funeral services for the deceased hereunder be held more than 500 miles away from the City of Vineland, then such funeral leave shall be for a maximum of five (5) days.**
- §3. To be eligible for funeral leave, the employee must attend the funeral services. At the discretion of the employee, funeral leave shall be contiguous and consecutive to either the date of death or the date of the funeral services, whether the days are working or non-working. Funeral leave requests shall be subject to the approval of the Chief of Police, which shall not be unreasonably denied.**

Article 19 - Personal Leave

§1. An eight (8) hour shift employee shall receive twenty-four (24) personal leave hours per year. In the event the City implements a ten and one-half (10.5) hour shift schedule prior to March 15, 2004, then, beginning as of January 1, 2004, an eight (8) hour shift employee shall receive thirty-two (32) personal leave hours per year and a ten and one-half (10.5) hour shift employee shall receive ten and one-half (10.5) personal leave hours per year. In the event the City implements a ten and one-half-hour shift schedule but later returns to an eight-hour shift schedule, the employees returning to the eight-hour schedule shall then receive thirty-two (32) personal leave hours per year for those years in which they are on the eight (8) hour schedule. Personal leave hours shall not accumulate from year to year.

§2. Eight-hour shift employees shall earn eight (8) personal leave hours every four months provided the employee is on the payroll for at least 30 consecutive days between each four month period as follows:

- a. January 1 and April 30.
- b. May 1 and August 31.
- c. September 1 and December 31.

Beginning 2004, eight-hour shift employees shall earn eight (8) personal leave hours every three months provided the employee is on the payroll for at least 30 consecutive days between each three month period as follows:

- a. January 1 and March 31.
- b. April 1 and June 30.
- c. July 1 and September 30.
- d. October 1 and December 31.

In the event the City implements a ten and one-half (10.5) hour shift schedule prior to March 15, 2004, then, beginning as of January 1, 2004, 10.5 hour shift employees shall earn 3 hours and 30 minutes of personal leave every four months provided the employee is on the payroll for at least 30 consecutive days between each four month period as follows:

- a. January 1 and April 30.
- b. May 1 and August 31.
- c. September 1 and December 31.

Notwithstanding the earning criteria in this section, annual personal leave may be used prior to its accrual. Any personal leave used but not earned shall be deducted from the employee's final paycheck.

§3. The City shall grant personal leave upon five (5) days prior written request of the employee, which request shall be on a form directed to the Chief of Police or designee, with a copy to the immediate supervisor. Said request shall be granted at the discretion of the Chief of Police or designee, so long as the employee's absence will not interfere with the proper conduct of the Department. This five day requirement may be waived in emergency and unusual circumstances. However, the employee shall provide as much written notice as possible in accordance with the procedure outlined above.

Recognizing the scheduling concerns with regard to personal leave, at least one personal leave shift shall be given priority scheduling consideration as requested by the employee.

§4. New employees, however, may not use personal leave until completing ninety (90) days employment with the City. In special extraordinary circumstances, a new employee may use personal leave prior to completing said ninety (90) days employment upon approval of the Chief of Police or designee. Should a new employee be unable to use personal leave because of the ninety (90) day provision, said leave time shall be carried over to the succeeding year.

§5. An employee may split one (1) personal leave increment (8 or 10.5 hours) each year into half personal leave increments (4 or 5.25 hours, respectively) to be used at either the first or second half of the shift as requested by the employee.

Article 20 - Leave of Absence and Military Leave

§1. Any employee desiring leave without pay for personal reasons shall make a request in writing to the Director of Public Safety not less than two (2) weeks in advance of the date for which such leave is desired, except in the event of an emergency, stating the reasons for the leave and the time requested. Leaves may be granted or denied at the discretion of the City and shall not be unreasonably or arbitrarily denied.

Employees may not be gainfully employed during the period of such leave. Falsification of the reason for leave or failure to return promptly at the expiration of a leave shall be considered reason for summary discharge. Leaves shall be granted or denied in writing.

§2. Military Leave shall be administered in accordance with applicable law.

§3. Family Leave shall be administered in accordance with applicable law.

Article 21 - Clothing Allowance/Clothing Maintenance Allowance

- §1. **The City shall pay any employee assigned to a non-uniformed position, excluding those assignments specified in Section 2 of this Article, \$1,100.00 per year as a clothing allowance. If such employee works less than one (1) full year, then such amount shall be prorated for the period assigned.**
- §2. **The City shall pay any employee assigned to a uniformed position, Street Crimes, Narcotics, Safe Streets and Bike Patrol, \$800.00 per year as a uniform maintenance allowance. If such employee works less than one (1) full year, then such amount shall be prorated for the period assigned. Employees shall maintain their uniforms in good and clean condition. Said uniform maintenance allowance shall represent compensation for shoes, ties and maintenance of clothing.**
- §3. The City agrees to pay each employee assigned to a non-uniform position the sum of \$150.00 as a uniform maintenance allowance. In the event an employee terminates employment with the City, the uniform allowance payment will be the proportional amount accrued during the year of termination. Employees agree to maintain their uniforms in good and clean condition.
- §4. **All allowances shall be paid once annually in the first payroll period of December.**

Article 22 - Overtime

- §1. Those hours worked when any employee is called in for specific duty assignment from an off-duty or from between work shifts or when required to work beyond the end of a regularly scheduled shift shall be computed at one and one-half (1½) times the regular rate of pay.

All time to be paid at the overtime rate of pay shall be recorded after a minimum eight (8) minutes are worked and shall be paid in quarter hour increments. Thus, if an **employee** works 8-22 minutes beyond the shift, the **employee** will be paid for 15 minutes, 23-27 minutes beyond the shift, the **employee** will be paid for 30 minutes, etc.

No hours shall be worked which would require the overtime rate of pay unless said hours have been specifically authorized by the Shift Commander or designee prior to being worked.

- §2. Employees, when called in for a specific duty assignment from an off-duty day or from between work shifts, shall be entitled to be paid a minimum of three (3) hours at the overtime rate of pay, unless the work continues into their regularly scheduled work hours, in which case they would be entitled to call-in (overtime) pay only for the period prior to the commencement of their regular shift.

§3. The completion and maintenance of accurate reports of investigations is essential to the proper conduct of the Police Department. Employees shall not be called back to work to correct a report or file once said report/file has been submitted to and approved by the shift supervisor or designee as shown by the supervisor's/designee's signature or initials. If after approval of said report/file a substantive error is noted and correction is needed and re-call of the employee is deemed necessary, such employee shall be paid overtime for hours worked or a fraction thereof.

§4. Assignment of mandatory overtime shall only be done in emergency situations. All other overtime shall be first made available to the non-working employees from the shift that is short. If no non-working employee is available, then the overtime shall be offered to the other employees. All overtime shall be assigned based upon a rotating schedule, thus allowing equal opportunity for all employees. The shift supervisor shall keep records of such assignments and the records shall be available for the employees to examine in the event a conflict or question should arise. The express purpose of this clause is to equalize the opportunity for overtime for all employees. Nothing herein contained is to preclude the assignment of a specific employee to overtime if a special skill or qualification is necessary.

Detective-On-Call status shall be eliminated. Detectives will be called in voluntarily, from most senior to least senior, then mandatorily least senior to most senior.

§5. **Notwithstanding any other provisions of this Agreement, those employees required to appear for briefing time prior to the start of a shift shall be compensated, on a minute for minute basis, at straight time unless the additional time spent in briefing results in the employees actually working more than one hundred seventy one (171) hours in a 28 day cycle in accordance with §7(k) of the Fair Labor Standards Act. It is expressly understood that upon implementation of a ten and one-half (10.5) hour shift schedule payment for ordinary briefing time regularly and usually provided at the start of routine shifts shall cease.**

It is further expressly understood that the mere fact that an employee works more than 40 hours in any given work week solely by working regularly scheduled or extra duty hours shall not entitle the employee to receive overtime at time-and-one-half for such time worked. That is, overtime shall not be granted simply because an employee works in excess of 40 hours in any given week particularly when it exists by virtue of the implementation of the new alternative schedule. Extra duty jobs such as HUD, DWI enforcement, Make-It-Click, etc. derived from grants or programs shall be paid in accordance with the grant or program. Employees shall be paid at the overtime rate if the grant or program requires such payment. All time worked, whether on regular schedule or extra duty shall be accumulated as required by the FLSA for overtime purposes. If some time worked was previously paid at the overtime rate, such as extra duty hours, such overtime payment shall be used as a credit against FLSA overtime owed. It is noted that only regular time worked shall count towards an approximate yearly average of 2080 hours. Some employees will surpass the 2080 hours and some employees will fall below the 2080 hours but it is generally understood that all

employees over a period of time shall work an approximate average of 2080 hours so long as no employee is required to be reimbursed for any regular time worked in excess of 2080 hours per year and likewise. No liability will be incurred by either the City or the employees for time worked greater than or less than 2080 hours per year.

It is further understood that overtime shall be paid to any employee who works in excess of 171 hours in a 28 day work cycle in accordance with the provisions of §7(k) of the Fair Labor Standards Act. Overtime in this case shall be at time-and-one-half as is currently practiced.

Article 23 - Work Week

- §1. **Employees** shall work a forty (40) hour work week. For the purposes of this Agreement, work week shall be defined as the seven-day period commencing Sunday and ending Saturday. Nothing herein contained, however, shall be construed to guarantee any **employee** any number of consecutive days off during any work week.
- §2. The PBA agrees that the current scheduling practice at the Department is in compliance with the forty (40) hour workweek provision as negotiated and such schedule does not result in any claim for overtime unless work is performed beyond the normal schedule and as provided in Article 21.
- §3. An employee shall receive no less than seven (7) working days notice of any change in his/her work schedule unless such change is due to an emergency situation and ordered by the Chief of Police.
- §4. Employees shall only perform duties consistent with the definition specified by **NJDOP**.
- §5. Effective on or about February 1, 2004, the City and the PBA agree to implement a modified work schedule for the patrol division and perhaps thereafter for the remaining divisions of the Police Department that will consist of 10.5 hour work days and 8 hour training days with scheduled days off in excess of the current five-on two-off work week. The new shift will generally be a 4 work days on, 4 work days off structure. The only exception shall be to implement 8 hour training days, to be implemented at the discretion of the City. The City shall have the right, in its absolute discretion, to revert back to the prior forty (40) hour work week schedule upon thirty (30) days notice given to the PBA. The PBA specifically waives any rights it may have to file a grievance or an unfair labor practice charge against the City in the event the City reverts back to the forty (40) hour work week.

The City or the Police Administration and the PBA shall also mutually monitor overtime, sick time and other leave time on a monthly basis. The parties shall meet once per month or as often as reasonably practicable following the institution of the new shift schedule to discuss the status, identify any and all issues (negative and/or positive) and shall work together to resolve any and all issues in a favorable and amicable manner.

The City, Police Administration and the PBA may also hold quarterly formal meetings to review the status of the new shift schedule, discuss any and all issues present, and shall otherwise work together to resolve any and all issues as previously stated.

In the event of reversion to the prior 5 days on, 2 days off work schedule, all adjustments to contractual paid time off benefits will be reverted and all briefing time and extra personal day provided in the present Collective Bargaining Agreement shall be reinstated.

Article 24 - Retirement

- §1. Employees retiring either on the regular pension or disability shall be paid for all accumulated vacation.
- §2. In case of death of an employee, the surviving spouse, beneficiary or estate shall be paid for all **accumulated** vacation, sick leave and compensatory time.
- §3. **At retirement, the City shall pay each employee fifty (50%) percent of all accrued and unused sick leave pay up to a maximum amount as specified for the following years:**

2003:	\$15,000
2004:	\$16,500
2005:	\$16,500
2006:	\$15,000

This supplemental compensation payment shall be computed at the rate of one-half (1/2) accumulated unused sick days multiplied by the eligible employee's daily rate of pay which is based upon the average annual base compensation received during the last year of his/her employment, prior to the effective date of his/her retirement, provided however, that no such lump sum supplemental compensation payment shall exceed the amounts as specified above.

- §4. **Payment shall be made promptly if funds are available, but no later than one (1) month after the final adoption of the budget of the City for the year succeeding the effective date of retirement of the employee.**

Article 25 - Health Benefits

§1. The City will continue to assume the full cost of health insurance for all employees who are currently enrolled in the traditional (Patriot X) plan or the HMO (Patriot V) plan and who have been employed with the City on or before January 1, 2003. This coverage shall be fully paid by the City for all employees and their families. Said employees would also be free to transfer from the Patriot V to the Patriot X plan at no additional cost to them. The benefits are more specifically provided for and explained in a brochure available to employees.

The City will continue to assume the full cost of health insurance for new hires (employees hired new to the City after January 1, 2003) who enroll in the HMO (Patriot V) plan. However, said new hires who elect to enroll in the traditional (Patriot X) plan at any point in time will be required to pay the difference between the Patriot V and Patriot X premiums.

§2. The City shall provide a Generic Prescription Program for all employees and their families in accordance with the following conditions:

- a. A federally approved generic equivalent, if available, will be dispensed for the brand name unless the physician treating the employee or dependent requires a brand name.
- b. If the employee or dependent receives a brand name drug when a generic drug is available, the employee will be required to pay the difference in cost between the brand name and the generic, except in those cases where the treating physician requires/specifies no substitute for brand name. This cost will not be applied to the co-pay. The co-pays are as follows:

<u>Name brand, including mail order</u>	<u>Generic, including mail order</u>
2003: \$ 5.00	\$3.00
2004: \$ 7.00	\$3.00
2005: \$10.00	\$5.00
2006: \$10.00	\$5.00

Upon retirement and with 25 years of service in the Police Department of the City, or upon an approved retirement pension, an employee shall be entitled to receive the current Generic Prescription Program as described in this section provided by the City until said retired employee:

- a. Obtains employment having comparable prescription coverage as described in this section. However, employees shall retain the right to re-enroll in the City prescription program based on the program available at the time; or
- b. Becomes eligible for a federal or state subsidized prescription program, such as Medicare.

- §3. The City **shall** also provide a basic dental care plan for all employees and their families. The selection of plans are a customary fee 50/50 Dental Plan, Delta-Flagship Health Systems, Inc., Delta Preferred Provider Option (PPO) and Eastern Dental or its successors.
- §4. Employees on approved Leave of Absence, pursuant to regulations of the State Health Benefit Program, are responsible for payment of said health benefits in accordance with the applicable regulations.
- §5. **The City retains the right to select the insurance carrier or to be self-insured for the provision of any health benefits. Any change in insurance provider that impacts the level of benefits or administrative procedures from those currently in place will be subject to negotiation.**

Article 26 - Grievances

Should any grievance arise during the term of this Agreement, such grievance shall be submitted to the following procedure. For the purposes of this Agreement, a grievance is defined to be any controversy arising from the interpretation, application or violation of policies, agreements and administrative decisions which affect any employee.

Step 1: On behalf of an aggrieved employee, the PBA Representative shall submit the grievance in writing to the Chief of Police within 10 calendar days after the occurrence of said grievance. If the grievance is not filed in writing, the employee shall be barred from proceeding further with said grievance. If the grievance is filed in writing, the PBA Representative and Chief of Police shall forthwith attempt to settle the grievance. If the PBA Representative and Chief of Police fail to settle the grievance, the grievance shall proceed to Step 2.

Step 2: If no adjustment has been reached at Step 1, then within five (5) days after Step 1, the PBA Representative shall take the matter up with the Director of Public Safety and every effort shall be made to reach a mutually satisfactory solution. Failure of the Director of Public Safety to resolve the matter within thirty (30) working days shall constitute a denial of the grievance.

Step 3: In the event the grievance is not resolved at the second step, the PBA or the City may refer the matter to impartial binding arbitration, in accordance with the following:

- a. Any party wishing to remove a grievance to arbitration shall notify the Public Employment Relations Commission that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the City and the PBA. If the City and the PBA cannot mutually arrive at a satisfactory arbitrator within thirty (30) days after receipt of the list from the Public Employment Relations Commission, the

- Commission shall select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement and applicable NJDOP rules and regulations, and render his/her award in writing, which shall be final and binding. The cost of the arbitrator's fee shall be shared equally by the City and PBA. Any representative or officer of the PBA required in the grievance procedure to settle disputes on any arbitration shall be released from work without loss of pay for such purpose and any witness reasonably required shall be made available during working hours without loss of pay for the purpose of disposing of any grievance or arbitration matter.
- b. **The arbitrator shall limit himself/herself to the interpretation and application of the terms of this Agreement and to the issues submitted to him/her and consider no other.**
 - c. **The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement or impose on any party thereto a limitation or obligation not provided in this Agreement.**
 - d. The City and the PBA specifically agree that grievance matters shall proceed to arbitration only if submitted by the City or the PBA.
 - e. It is specifically agreed and understood that the grievance procedure shall apply to any alleged violation by an employee of any rule, regulation or policy for the direction of the working force of the Police Department as promulgated by the City or its designated representatives pursuant to the management rights clauses of this Agreement.

Article 27 - Police Bill of Rights

- §1. **Employees** hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police powers of the municipality.
- §2. The wide ranging powers and duties given to the Department and its **employees** involve them in all manner of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of **employees**. These questions may require immediate investigations by superior officers. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:
- a. The **employee** shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the **employee** of the allegations should be provided. If it is known that the **employee** is being interrogated as a witness only, he/she should be so informed at the initial contact.

- b. The questioning shall be reasonable in length. Reasonable respite shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.
- c. If an **employee** is under arrest or is likely to be, that is, if he/she is a suspect or the target of a criminal investigation, he/she shall be immediately warned of all of his/her constitutional rights pursuant to the Constitution of the United States and the State of New Jersey and be immediately permitted to consult with counsel of his/her own choosing prior to any questioning taking place.
- d. **Employees** shall have access to their individual personnel file upon reasonable notice to the Chief of Police or designee.
- e. The City agrees that it will continue to abide by the guidelines imposed by the New Jersey Attorney General's office for internal affairs investigations.

Article 28 - Equipment

All new vehicles purchased after the signing of this Agreement for the Patrol Division shall have safety screens installed.

The City agrees to continue to provide and maintain safe equipment for use by **employees**.

The City agrees to provide and maintain the following equipment:

- a. Body Armor: To be replaced when needed.
- b. Portable Radio: Shall be provided to each employee on duty.
- c. Safety Screens: Shall be in each vehicle for the patrol division.

Article 29 - Canine Officers

The City agrees to pay employees assigned canine duty for the **employee's** personal care of the dog and the facilities in which the dog resides at the prevailing minimum wage rate. It is agreed that such "Canine Care Hours" shall be reported weekly in writing and attested to by said **employee** to the Police Chief or designee. It is further understood that cost for food, veterinarian care, materials and boarding away from the **employee's** residence when necessary shall be paid by the City to a kennel of quality reputation of the City's choice. If a kennel is used, no grooming and care compensation will be paid to the **employee** during the period of time the canine is at the kennel.

It is further understood and agreed that “Canine Care Hours” shall be limited to those hours reasonable and necessary for the feeding, grooming, and medical care of the canine and for the maintenance of the facility in which the canine resides and that said hours shall be paid at the straight rate and shall be “7K” exemption hours. It is agreed that these duties should not exceed four (4) hours per week. It is further agreed that where possible, the medical care of the canine will be scheduled during regular shift time.

Article 30 - Extracontractual Agreements

The City agrees not to enter into any other agreement or contract with employees, individually or collectively, which in any way would conflict with the terms and conditions set forth in this Agreement.

Article 31 - Severability

In the event that any provision of this Agreement between the parties shall be held by operation of law or by a court administrative agency of competent and final jurisdiction to be invalid or unenforceable, the remainder of the provisions of such Agreement shall not be affected thereby, but shall be continued in full force and effect.

It is further agreed that in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate concerning the modifications or revision of such clause or clauses.

Article 32 - Seniority

Seniority shall be the determining factor regarding vacation selection, personal leave requests, work breaks and assignment of vehicles.

Seniority shall be defined for the purposes of determining vacation, shift assignment, days off, and for other purposes relating to terms and conditions of employment and benefits thereto as time and service with the Police Department by order of badge number.

Shift assignments shall be fixed and shall not be on a rotating basis provided, however, the Chief shall have the right to reasonably reassign personnel to different shifts as the needs of the

Department require. It is noted that the Management Rights Article in this contract is hereby recognized and that the Chief of Police has the authority to deploy and assign manpower. Pursuant to said Management Rights article, the Chief of Police shall assign employees to various shifts as he determines to be in the best interests of the Department. In making this determination, the Chief will take into consideration each employee's seniority within the Police Department and, with all things being equal and all qualifications being equal, the selected preference and reasons for the selective preference of each employee for shift assignment. Preferences shall be provided to the Chief of Police by the PBA, immediately; and shall be provided to the Chief of Police no later than November 15 of any given calendar year hereinafter to deal with any change in shift assignments. Likewise, the Chief or designee shall, except in the case of an emergency, notify the PBA of any changes in shift assignments at least thirty (30) days prior to such change.

The PBA recognizes that the Chief of Police must ensure that the proper complement of employees combined with their varying experience and qualifications are deployed in an appropriate manner to maintain the efficiency of the Police Department.

Article 33 - Copies of Agreement

The City agrees to provide each employee with a copy of this Agreement and to provide an additional fifteen (15) copies to the PBA within fourteen (14) days of the signing of this Agreement.

Article 34 - Safety Committee

A Safety Committee composed of three (3) City representatives and three (3) PBA representatives shall meet at least once per year or at the request of either party. Said committee shall review safety conditions and make recommendations for their improvement. The City shall endeavor to provide conditions of work which are both safe and healthy in conformity with all federal, state and local laws. Failure by employees to abide by safety regulations will result in disciplinary action.

Article 35 - Random Drug Testing

Any random drug testing administered by the Police Department shall maintain the privacy of an employee's personal information via a sealed envelope and comply with all applicable law, notably the Americans with Disabilities Act and the Federal Confidentiality Act, as well as NJ Attorney General guidelines and City Policy.

Article 36 - Jury Duty

Pursuant to City policy, employees shall be granted leave with pay for time required to attend jury duty that is scheduled during working hours. Employees whose shifts end after midnight shall be excused from their shift immediately preceding jury duty.

Article 37 - Term of Agreement

This Agreement shall be effective as of **January 1, 2003**, except as otherwise specified, and shall continue in full force and effect to and including **December 31, 2006**.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers the day and year first above written.

City of Vineland

Policemen's Benevolent Association
Local 266

By:

By:

***** See original Agreement for signatures *****

Mayor

President

Municipal Clerk

Negotiating Committee:

Negotiating Committee:

Exhibit "A" - Salary Step Guide

	2003	2004	2005	2006
Academy/FTO	31,500	32,700	33,000	34,500
Step 1	33,142	34,000	35,000	37,000
Step 2	37,800	38,500	39,000	41,500
Step 3	40,000	40,000	42,000	43,600
Step 4	46,050	47,000	47,800	48,800
Step 5	50,100	50,900	52,000	55,000
Step 6	59,800	62,000	64,200	66,400
Step 7 (10 years)	62,000	65,000	66,850	69,800
Step 8 (15 years)	64,000	67,000	68,850	71,800
Step 9 (20 years)	66,000	69,000	71,850	73,800

New employees shall receive Academy/FTO (Field Training Officer) pay. Said employees shall move to Step 1 upon the ensuing January 1 or July 1 following the completion of the Academy plus an additional period of time not to exceed 14 weeks provided for FTO time. For example, an employee hired November 1, 2003 and who completes Academy/FTO time on July 10, 2004 moves to Step 1 on January 1, 2005. Thereafter, employees shall move to the next step number for Steps 2 through 6 on the first workday of each year. Employees shall move to Steps 7, 8 and 9 on the first workday of the year following 9, 14 and 19 years of service as a police officer, respectively. For example, an employee hired March 1, 1995 moves to Step 7 on the first workday of 2005. This Step Guide shall continue to provide automatic step advancement as indicated beyond the expiration of this contract until a different guide is negotiated by the parties.

The base salaries in this Exhibit shall reflect the successful attainment of college credits or degrees, provided said college credits or degrees are those earned under an accredited police science, criminal justice or other police related program. Employees must submit a certificate of successful attainment of credits or degrees before any salary adjustments are made. Education increments shall be incorporated in the employee's salary on or about the 1st day of January or the 1st day of July following the attainment of approved credits or degrees.

A 23 step wage schedule based on approved accredited college credits earned shall be created. Employees hired prior to January 1, 2003 who are between steps shall initially be placed on next higher step. Employees hired after January 1, 2003 who are between steps shall initially be placed on the next lower step. An employee shall move from one step to another upon earning the required minimum credits for the succeeding step. For example, an employee with between 50 and 54 credits shall initially be placed on step 8, and may advance to step 9 upon earning at least 55 credits.

1. 0-19 credits	Salary		
2. 20 credits	+ \$250.00	13. 75 credits	+ \$ 937.50
3. 25 credits	+ \$312.50	14. 80 credits	+ \$1,000.00
4. 30 credits	+ \$375.00	15. 85 credits	+ \$1,062.50
5. 35 credits	+ \$437.50	16. 90 credits	+ \$1,125.00
6. 40 credits	+ \$500.00	17. 95 credits	+ \$1,187.50
7. 45 credits	+ \$562.50	18. 100 credits	+ \$1,250.00
8. 50 credits	+ \$625.00	19. 105 credits	+ \$1,312.50
9. 55 credits	+ \$687.50	20. 110 credits	+ \$1,375.00
10. 60 credits	+ \$750.00	21. 115 credits	+ \$1,437.50
11. 65 credits	+ \$812.50	22. 120 credits	+ \$1,500.00
12. 70 credits	+ \$875.00	23. bachelors	+ \$2,000.00

Exhibit "B" - Bilingual Pay

The City shall designate up to 12 employees who pass a Bilingual Civil Service Exam as bilingual officers, provided that many pass the exam. The City reserves the right to increase that number based on the needs of the Police Department and the number of employees passing the exam. Bilingual officers shall receive an annual stipend as follows:

2003: \$250

2004: \$275

2005: \$300

2006: \$300