

AGREEMENT

Between

CITY OF SUMMIT

And

POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 55, INC.

Effective January 1, 2007 through December 31, 2010

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PREAMBLE

THIS AGREEMENT, made this ____day of _____2008 is between the CITY OF SUMMIT, a body Politic and corporate of the State of New Jersey, hereinafter referred to as “The Employer,” and the POLICEMEN’S BENEVOLENT ASSOCIATION LOCAL NO. 55, INC., hereinafter referred to as the “PBA” or the “Association.”

ARTICLE 1: RECOGNITION AND DUES CHECK OFF

1. The Employer recognizes PBA Local 55 as the exclusive bargaining representative for all full time regular Police Officers of all ranks in the Police Department but excluding the positions of Captain, Deputy Chief, Chief and all other City employees.
2. Upon presentation to the City of a dues check-off card signed by individual Employees, the City will deduct from such Employee’s biweekly salaries the amount set forth on said dues check-off authorization card. Thereafter, the City will, as soon as practicable, forward a check in the amount of all dues withheld for this purpose to the PBA representative entitled to receive same. The said PBA representative shall be appointed by resolution of the PBA and certified to the City by the PBA.
3. The PBA shall indemnify and hold the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action by the PBA or any action taken by the City based on any representation of the PBA, for the purpose of complying with this Article.

ARTICLE 2: ASSOCIATION REPRESENTATIVES

1. The City recognizes that right of the Association to designate representatives within the Department and alternates for the enforcement of this Agreement, provided they are members of the Summit Police Department or their attorneys.
2. The Association shall furnish the City in writing the names of the representatives and the alternates and notify the Employer of any changes.
3. The designated Association representative shall be granted time with pay (if scheduled during working hours) to attend all mutually scheduled meetings and conferences with the Employer, providing they are available to return to duty in the event of need. There shall be no overtime or compensatory time credited under this Section.

ARTICLE 3: PBA BUSINESS

1. The City agrees to grant time off with pay to the State Delegate to attend the regular monthly meetings if the delegate is scheduled to work during the hours of such meetings.
2. The PBA will have the right to designate up to one (1) delegate and two (2) alternates to attend the regular annual convention without loss of pay.
3. The PBA President, or in the President's absence another elected PBA official, shall be allowed to attend the monthly PBA meetings, subject to call.

ARTICLE 4: DEPARTMENTAL INVESTIGATIONS

Except as modified by the Attorney General Guidelines, the following rules are hereby adopted:

(a) The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation indicate otherwise.

(b) The interrogation shall take place at a location designated by the Chief of Police. Usually it will be at Police Headquarters or the location where the incident allegedly occurred.

(c) The member of the force shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the member of the allegations shall be provided. If it is known that the member of the force is being interrogated as a witness only, the Employee should be informed at the initial contact.

(d) The questioning shall be reasonable in length. Time shall be provided for personal necessities, meals, telephone calls and rest periods.

(e) The member of the force shall not be subject to any offensive language, nor shall the Employee be threatened with transfer, dismissal or other disciplinary punishment.

(f) In the event of an investigatory interview, the employee, upon the employee's request, shall be permitted to have a representative of the Employee's choice present.

(g) In cases other than Departmental investigations, a member of the force who is under arrest or is a suspect or the target of a criminal investigation shall be given applicable rights pursuant to all applicable current court decisions.

(h) Nothing herein shall be construed to deprive the Department or its Officers of the ability to conduct the routine and daily operation of the Department.

(i) In the event that the investigation is based on a taped incident, then the Employee, together with the Employee's representative, shall be entitled to listen, and/or view, said tape before the interrogation shall commence.

At the conclusion of each investigation the public employer shall advise the Employee(s) of the results of said investigation. If the PBA participates in representation during the course of the investigation then the PBA shall also be supplied with a copy of the result of the investigation.

ARTICLE 5: PERSONNEL FILES

1. A separate personal history file shall be established and maintained for each Employee covered by this Agreement; personal history files are confidential records and shall be maintained in the office of the Chief of Police.

2. Any member of the Police Department may by appointment review the Employee's own personnel file but this appointment for review must be made through the Chief of Police or a designated representative.

3. Whenever any matter concerning an Officer or the Officer's actions is to be placed in the Officer's personnel file, a copy shall be made available to the Officer, who shall be given the opportunity to rebut and place said rebuttal in the file.

4. All personal history files will be carefully maintained and safeguarded permanently and nothing placed in any file shall be removed from that file.

ARTICLE 6: WORK DAY, WORK WEEK AND OVERTIME

1. The normal work tour shall be either eight hours and fifteen minutes (8.25) hours, ten (10.00) hours or subject to the provisions of Article 7, eleven (11) hours, depending on assignment and shift schedule. The normal work tour shall be deemed to include reasonable and appropriate meal and rest periods.

2. Work in excess of the normal work tour is overtime.

3. Overtime shall be compensated at time and one-half (1 ½) the base hourly rate, which shall be calculated in accordance with the requirements of the Fair Labor Standards Act. The Employee shall have the option of taking overtime compensation in pay (time and one-half the base salary rate) or in compensatory time off (one and one-hours for each hour worked).

(A) If, during the term of this Agreement, the Fair Labor Standards Act or applicable portions of it no longer apply to Employees covered by this Agreement, rate calculations shall be done in accordance with the provisions of the 1984-1986 Agreement between the parties.

(B) Commencing in 1999, there shall be a cap on accumulated compensatory time of 360 hours for Employees who had fewer than 360 hours of accumulated compensatory time as of January 16, 1998. This cap will also apply to Employees who had more

than 360 hours as of January 16, 1998 but who accumulation falls below 360 hours at any point in the future. Employees with more than 360 hours as of January 16, 1998 shall have a 480 hour cap, subject to adjustment to 360 hours as provided for herein.

- (C) Employees hired after January 1, 1998, may accumulate up to 180 hours of compensatory time.

4. Except as provided in Article 7 regarding training time, when an Officer works in excess of the normal tour, overtime shall be earned in accordance with the following formula:

- (A) 0-15 minutes overtime, no compensation.
- (B) 16-30 minutes overtime – 30 minutes compensation at overtime rates.
- (C) After 30 minutes overtime – compensation shall be minute-by-minute at the overtime rate.

5. Officers assigned to the Detective Bureau, Traffic Bureau and Juvenile Office shall be paid their differential and shall be paid overtime in accordance with the provisions of this Agreement.

ARTICLE 7: WORK SCHEDULE

1. Effective on or about February 4, 2001, the Patrol Division shall commence a work schedule consisting of 4 days on followed by 4 days off, with steady 11-hour shifts (“the 4-4 schedule”). Shifts shall be selected by seniority in accordance

with past practice. The operational details of the 4-4 schedule shall be developed by the parties subject to the approval of the Chief of Police.

2. The parties acknowledge that conversion of the work schedule from a 4-3 to 4-4 represents a reduction of work hours during the year. As a result, the PBA agrees that officers working the 4-4 schedule shall pay back a total of seven (7) work equalization days (“WES days”) in accordance with the following:

- A. Three (3) or four (4) WES days shall be utilized for mandatory training consisting of two (2) use of force days and one (1) or two (2) days of training mandated by the County of Union. WES days shall be pro-rated if the officer works the 4-4 schedule for a period of time less than the entire calendar year.
- B. The parties agree to cooperate in a good faith effort to schedule the remaining WES days for work or training prior to September 30. If these WES days have not been so utilized or scheduled by October 1, the City shall schedule them at its option upon at least thirty (30) days advance notice, unless a shorter notice period is agreed to by the officers. WES days shall be scheduled on any day of the year except Thanksgiving Day and Christmas Day unless agreed to by the officer. In lieu of working any remaining WES days, which are not scheduled for training, the officer may elect to have accumulated compensatory time deducted from his compensatory time bank.

C. An officer shall be deemed to have satisfied his/her obligation to repay WES days by (i) attending the approved school or training session, (ii) working on a scheduled working WES day, or (iii) performing assigned special duty on the 4th of July in accordance with past practice, unless he/she elects to be paid time and ½ in accordance with past practice.

3. All overtime worked by attendance at non-mandatory schooling shall be paid in cash unless the City offers to pay, and the officer agrees to accept, compensatory time off in the overtime book, or a WES day for such overtime.

4. All attendance at training or schools must be approved and scheduled in advance with the approval of the Police Department.

5. Except as provided in this paragraph, no member of the Patrol Division shall have his/her normal tour of duty altered once it has been selected and approved. In the event of an extended illness, injury or other absence beyond the control of the Department in excess of ninety (90) days which would require an alteration of the officer's normal tour of duty, the officer shall be notified at least thirty (30) days prior to the change. No such change shall be implemented as a result of absences caused by the Department, and the Department shall only do so if no other reasonable alternatives are available. The parties also agree that effective January 1, 2008 work schedules may be adjusted to accommodate schooling opportunities of 5 days or more.

ARTICLE 8: PRIORITY FOR OVERTIME

1. Overtime for shifts and details will be offered to regular full time Employees of the Department first, in an order of preference based upon a rotating seniority roster. There may be certain situations in which the Department, because of special skills or other attributes of a particular Officer, determines that it is in the best interests of the City to bypass an Employee or Employees on the seniority roster. While this Agreement contemplates such possibilities, it is agreed and understood that such bypassed Employee or Employees must become the next on the list for purposes of the overtime roster. The purpose of this clause is to equalize overtime among regular Employees and same shall not be defeated by the City's selection of special persons for special details. Overtime will be offered to persons other than full time Employees only if it has first been refused by each member of the seniority roster aforementioned.

2. The Employer agrees not to assign or direct Employees not covered by this Agreement to any job or duty which would normally be performed by a member of the bargaining unit unless said job or duty has first been refused by regular Employee covered by this Agreement, pursuant to Paragraph 1 of this article.

ARTICLE 9: HOURLY RATE

1. The base hourly rate for Employees covered by this Agreement shall be their gross annual compensation (including longevity, if applicable and holidays) divided by two thousand eighty (2,080).

ARTICLE 10: RECALL PAY

1. Any Employee who shall be recalled to work after the end of a regularly scheduled tour of duty or at any time on said employee's off duty time shall be compensated at the time and one-half (1 ½) rate for all such time worked with a minimum guarantee of four (4) hours pay at the overtime rate for each such recall.

ARTICLE 11: COURT COMPENSATION

1. All court proceedings of any type which arise out of the Employee's status as a Police Officer shall be compensated at the overtime rate (one and one-half) with a minimum of four (4) hours overtime compensation. The Officer's duties under this article are limited to witness testimony and are concluded when the officer is excused by the Court from the cases in which he/she was summoned to appear. Any additional details or duties assigned to the officer shall be considered a separate recall and subject to the provisions of Article 10 – Recall Pay.

ARTICLE 12: INCREMENTS & STIPENDS

1. Any member of the Police Department assigned to the Detective Bureau, Traffic Bureau, Juvenile Officer and Administrative/Records Officer on an annual basis shall receive the following in addition to regular annual salary:

Police Officer	\$850
Detective	\$1,550
Detective Sergeant	\$700

2. Effective 2007, any Police Officer First Grade assigned to act as a Field Training Officer shall receive an annual stipend of \$600, pro-rated for the period of assignment. The annual stipend, prorated as aforesaid for the period of assignment shall be modified as follows:

Effective January 1, 2008	-	\$1,000.00 per annum
Effective January 1, 2009	-	\$1,250.00 per annum
Effective January 1, 2010	-	\$1,500.00 per annum

The parties understand and agree that Field Training Officer is an assignment made at the discretion of the Chief or his designee and that there are no commitments as to the number of Field Training Officers to be assigned, or as to which officers will be assigned. Accordingly, FTO's will continue to be selected by the Chief or his designee on an annual basis and will continue to be the exclusive training officer for the Department. The work schedules for FTO's may be adjusted to accommodate training cycles on reasonable notice by the Department of not less than 2 weeks. FTO's may function as acting supervisors in which case the FTO will receive a differential of starting pay for Sergeant. This acting assignment will occur when necessary due to the absence of the supervisor where the compliment of officers on duty is otherwise satisfactory.

ARTICLE 13: DEPARTMENTAL TRAINING & PISTOL SHOOTS

1. Training – Subject to the availability of funds, the needs of the Department and the Department's approval of the courses offered, the opportunity for such training shall be equitably distributed among members of the Department.

2. Except as provided in Article 7 of this Agreement, where an Officer is required to attend any required departmental shoot, class or qualification on off duty time, then in such case said Officer shall be compensated at the time and one-half (1 ½) rate for all such time.

ARTICLE 14: SALARIES

1. Salaries for Employees covered by this Agreement and hired prior to January 1, 2008 are set forth in Schedule “A” annexed. Salaries for covered employees hired on or after January 1, 2008 are set forth in Schedule “B” annexed.

2. Salaries, shall be effective (and where applicable retroactive) on January 1 of the year indicated.

ARTICLE 15: LONGEVITY

1. In addition to other compensation provided for in this Agreement, there shall be longevity payments provided for all Employees who shall have sufficient years of full time employment as follows:

Upon completion of 5 years of service	-	2% of base salary
Upon completion of 10 years of service	-	4% of base salary
Upon completion of 15 years of service	-	6% of base salary
Upon completion of 21 years of service	-	8% of base salary
Upon completion of 24 years of service	-	10% of base salary

2. Anniversary dates to compute years of service shall be as follows:

Effective January 1, 1984, the City changed from monthly anniversary dates for step increases to semiannual increases. The new policy is:

For Employees hired prior to December 31, 1983:

- A. All anniversary dates for step increases are changed to either January 1 or July 1.
- B. Any Employee whose anniversary date is beyond January 1 or July 1 will be moved backward, i.e. if an Employee's current anniversary date is April, it will now be moved to January 1 of the same year.

For Employees hired after January 1, 1984:

- A. All anniversary dates are either January 1 or July 1.
- B. Any Employees hired after January 1 or July 1 will be moved forward for their increases, i.e. an Employee hired on April 1st will receive step increases on July 1 of the year.
- C. This revised schedule shall also be adopted for the purpose of longevity payments to all members of the bargaining unit employed after January 1, 1984.

Procedure: Forms will be sent to the Department Head in advance for an Employee eligible for a Step Increase. The Department Head shall rate the employee's performance and recommend approval. The completed form shall be returned to the City Administrator.

3. The current longevity program shall be eliminated for employees hired on or after January 1, 2001 and shall be replaced with a Rabbi Trust Deferred Compensation Plan which shall include the following terms:

- A. There shall be a set aside of \$8,000.00 per year for each of the first 5 years of employment for all employees hired on or after January 1, 2001 for a total set aside by the City in the Rabbi Trust of \$40,000.00.
- B. There shall be a vesting schedule with respect to the proceeds set aside in the Rabbi Trust which is set forth below:

<u>Year</u>	<u>% of Accumulated Value</u>
1	0
2	0
3	0
4	0
5	0
6	3%
7	8%
8	13%
9	18%
10	23%
11	28%
12	33%
13	38%
14	43%
15	48%
16	53%
17	58%
18	63%
19	68%
20	73%
21	78%
22	83%
23	88%
24	93%
25	100%

- C. The deferred compensation set aside will be governed by the rules for a Rabbi Trust, including reversion of the City of Summit in cases where there is not a full payout, and such other terms and conditions as may be required for the creation and maintenance of a Rabbi Trust.
- D. Employees/participants under this Section of the Agreement who achieve twenty-five (25) years of service as a police officer/ or supervisor for the City of Summit shall receive a transfer of ownership of the account established on their behalf under the Rabbi Trust.

ARTICLE 16: CLOTHING ALLOWANCE

1. Purchase of Uniforms: All badges, insignia, identification cards, foul weather gear, bullet-resistant vests, leather goods and weapons shall be supplied and owned by the City. Any City-purchased items that are damaged or become worn through normal wear and tear as determined by the Police Chief shall be replaced by the City. All items supplied by the City shall be returned to the City at the termination of employment before a final full salary check will be issued. At retirement, the employee will be given one of the Employee's service badges as a gift for service to the City.

2. Uniform and Equipment Maintenance Allowance: Each officer shall receive the sum of \$1,500 during each year of this Agreement, as a uniform and shoe allowance, which shall be used for the purchase, replacement, care, maintenance, and/or cleaning of uniforms, and any items of personal property and clothing damaged while on

duty, except that if an item of employee-purchased clothing, equipment, eyeglasses, and watches (maximum replacement cost for watches shall not exceed \$100) is damaged while the employee is engaged in the performance of duties as a police officer, the City will either replace that item or reimburse the employee for its replacement cost. Covered claims shall not include damage caused by negligence or inadvertence of the Employee seeking reimbursement, as determined by the Chief of Police. In order to be covered, the damages must result from a single reported incident and shall not arise from normal wear and use. Employees assigned as detectives shall receive an additional \$200 in clothing allowance. Employees assigned to Bicycle Patrol shall receive an additional \$200 in clothing allowance.

3. The clothing allowance shall be paid by separate check by May 15. In the event the Employee leaves the employ of the City prior to December, the maintenance allowance shall be prorated to the month of termination.

4. All items of uniform apparel purchased shall conform in all aspects with specifications that the City will supply.

5. Determination, inspection and changes:

A. The uniform shall be determined by the City.

B. The City shall have the right to conduct reasonable inspections of the condition and quality of uniforms and to determine which items may not be worn on duty due to their condition or quality.

C. The cost of any changes in the type and style of uniform required by the City will be paid for by the City.

6. Newly Hired Officers: Notwithstanding the provisions of Section 5.2 above, the City shall provide a newly hired officer with a full initial set of uniforms. The newly hired officer shall receive a uniform maintenance allowance of \$250 per year, prorated for the first full year from date of hire. From the one-year anniversary date until the end of that calendar year, the newly hired officer shall receive the normal uniform allowance, prorated. Thereafter, the City will pay for full allowance annually.

ARTICLE 17: HOLIDAY PAY

1. The holiday payment, which is calculated by dividing the Employee's base annual salary by two hundred sixty (260) days, multiplying the quotient by twelve (12), and adding \$100, is included with and considered part of the Officer's base annual salary for all purposes and is paid with the regular periodic installments of such base salary. Accordingly, the parties have agreed to eliminate holiday pay as a separate form of compensation effective in calendar year 2001 and thereafter.

ARTICLE 18: LEAVES

TERMINAL LEAVE

Regular full time employees eligible for an ordinary service retirement or disability retirement are entitled to their full vacation for the year regardless of date of retirement.

In addition, regular full time employees will be granted special terminal leave with pay according to the following schedule of the length of service:

From 1 through 9 years service	10 days paid leave
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From 10 through 14 years service	15 days paid leave
From 15 through 19 years service	20 days paid leave
From 20 years or over service	25 days paid leave

This special terminal leave benefit is not granted in case of discharge, dismissal, resignation, or deferred retirement.

BEREAVEMENT

All regular full time Employees of the City shall be entitled to a bereavement leave up to five (5) days with pay from the time of death of a spouse, parent, son, daughter, sister, brother, grandparent, grandchild or parent-in-law.

UNPAID LEAVE

Regular Employees may be granted leave of absence without pay with the approval of the common council for up to a three-month period, which may be extended up to a maximum of one year. Each case is considered on its merit and does not set a precedent. Leaves may be requested for: temporary incapacity; attendance at school or job-related advanced study; national emergency; and for any reason deemed valid by the common council.

An Employee on leave of absence will not be entitled to any benefits during the duration of the leave, but upon return from leave may be entitled to a position of equal status and pay to that which was held when the Employee went on leave.

To the extent that an Employee's leave of absence without pay will be used for a purpose covered by the federal or state Family Leave Act, any leave that is granted shall be counted toward the period covered by the Family Leave Act, and the provision of the appropriate act will govern with respect to benefits during the leave.

SICK LEAVE

Sick leave is defined as Employee absence from regular duty because of illness, accident, or exposure to contagious disease. In exceptional circumstances, an employee may also use sick leave in the case of serious illness of a member of the Employee's immediate household, with advance approval of the department head.

Regular full time Employees will be granted sick leave allowance of eleven (11) days for 4-4 employees and one hundred twenty (120) hours for employees working other work schedules for each calendar year completed after the starting date of employment. In the event that a 4-4 employee utilizes all of his/her eleven (11) days during a calendar year, he/she may utilize a WES day for such purpose. Employees may accumulate a total of one-thousand-eighty (1080) sick leave hours. Sick leave allowances may be extended in case of exceptional circumstances at the request of a department head and with approval of the City Administrator and common council.

Unused sick leave may not be used as additional vacation time. Unused sick leave is forfeited if the employee leaves the employ of the City of Summit, and no payment shall be made in lieu of sick leave.

The incentive program that provides for \$1,200 per year to be paid to an employee who uses no sick leave during the entire calendar year shall be maintained. This incentive payment will be reduced by \$200 per day or each day of sick leave used. Payment of the incentive will be prior to February 1st of each year following the end of a calendar year covered in this contract.

MATERNITY LEAVE

Regular employees who become pregnant are entitled to continue their employment as long as they are able to perform their duties. Maternity leaves shall begin and end in accordance with the written certification of Employee's physician regarding ability to work. The ultimate authority to grant extensions of paid leave shall remain in the discretion of the common council in accordance with past practice.

In addition, new parents may have certain rights under state and federal Family Leave Acts.

NEW PARENT LEAVE

Separate from any other leave, family leave of up to five days after the birth of an employee's child may be granted by the Chief. Such leave shall not be withheld unreasonably.

JURY DUTY

Department heads are encouraged to aid any employee summoned by a state or federal court for jury duty.

An appearance in court in connection with official duties is considered normal duty time.

The Employee is to be paid full salary for up to two (2) weeks while actually serving as a juror. This may be extended by the common council upon recommendation of the City Administrator.

INJURY LEAVE

Employees may be granted leave with full pay for disability due to service-connected injury or illness, provided such disability is certified to common council by the City's physician or some other certifying agency competent to make such judgment.

The vacation entitlement of an Employee who remains on Injury Leave, with or without pay, for more than one year shall be pro rated for each month or part thereof of absence, until the Employee returns to duty.

ARTICLE 19: PERSONAL LEAVE

1. In addition to other benefits, each Employee shall receive three (3) personal days annually. Personal leave shall be taken at the sole discretion of the Employee subject only to the staffing requirements of the Police Department. An Employee desiring to take a personal day or days shall give the Police Department advance notice of seventy-two (72) hours of such desire and shall secure the approval of the Shift Commander.

2. Except in emergency circumstances, the use of personal leave shall be requested by the Employee at least three working days prior to the day to be taken off. Use of personal leave shall not normally be requested more than 30- days in advance. Personal leave may not be requested for Independence Day, Labor Day, Thanksgiving or Christmas unless all members of the Department have had the opportunity to make two vacation picks.

ARTICLE 20: INSURANCE BENEFITS

HEALTH INSURANCE

1. The City agrees to maintain equal or better coverage than is currently offered under the NJ State Health Benefits Program as that coverage may be modified during the term of this Agreement. It is further agreed that under the NJ State Health Benefits Program Employees opting for the "Traditional Plan" will co-pay the difference in cost for dependent coverage between said plan and the NJ Plus PPO or comparable plan offered by the NJ State Health Benefits Program. This provision (co-pay) will only be effective when there is a "Traditional Plan" or comparable plan and the NJ Plus PPO or comparable plan.

2. All Employees hired after January 1, 2005 shall be required to choose between NJ Plus PPO (or comparable plan) or a less expensive HMO for a period of three (3) years.

GROUP LIFE INSURANCE

The City of Summit provides term life coverage in the amount of \$5,000 for all full time regular employees. There is an additional \$5,000 coverage in case of accidental death.

DENTAL INSURANCE

1. City agrees to provide Employees with dental care coverage. The coverage is extended to the Employees and their families, including spouses and/or dependents of the Employee who are eligible according to the rules of the insurance company. The cost of the coverage shall be paid by the City, not to exceed \$48.00 per month.
2. Should the cost for coverage exceed these limits, the Employee agrees to pay the balance through a program of payroll deductions.
3. The City and the PBA will, in conjunction with other employee groups, discuss improvements to the dental insurance plan that has been in effect since 1990.

ARTICLE 21: LIABILITY INSURANCE

1. The City will continue to provide existing insurance coverage to Employees covered under this Agreement protecting them from Civil suits arising out of the performance of their duties, including but not limited to the following: false arrest, malicious prosecution, libel, slander, defamation of character, violation of the right of privacy, invasion of the right of privileged occupancy or the invasion of civil rights.
2. Insurance coverage under this Article shall be interpreted to cover an employee who provides first aid service on or off duty.

ARTICLE 22: OFF-DUTY POLICE ACTION

1. Under the provisions of NJSA 40A:14-152.1 and NJSA 40A:15.2 enacted by Laws of 1977, Chapters 436 and 437 effective March 2, 1978, any full time permanent

appointed municipal Officer shall have the authority of full power of arrest for any crime committed in the Officer's presence anywhere in the State of New Jersey.

2. The Employer agrees to pay such Employee an additional sum to be added to the regular and periodic payments that the Employee received in the amount of One (\$1.00) Dollar per year which shall be considered as part of base annual wage.

ARTICLE 23: CEREMONIAL ACTIVITIES

1. In the event a Police Officer in another Department in the State of New Jersey is killed in the line of duty, the City will permit, with approval of the Chief or a designee, at least one uniformed Police Officer of the City to participate in funeral services for the said deceased Officer.

2. Subject to the availability of same, the City will permit a City police vehicle to be utilized by the members in the funeral service.

3. Police Officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral service unless otherwise agreed to by the Chief of Police.

4. The City will permit uniformed off-duty Officers to attend services for deceased Officers of another Department in the State of New Jersey killed in the line of duty.

ARTICLE 24: MISCELLANEOUS PROVISIONS

1. When an Employee covered by this Agreement shall successfully complete a Police-related college course in an area of study, approved in advance by the

City of Summit, the cost of tuition for said course or courses shall be reimbursed in full by the City of Summit. Where an Employee receives State or Federal assistance or other funding for such tuition, then the obligation of the City shall be limited to the difference between the said assistance and the total cost of said tuition. Reimbursement of tuition shall be limited to the equivalent of the tuition charged by Rutgers, the State University for similar courses, or to the amount of tuition charged at the institution where the course was taken, whichever is less. Tuition shall be reimbursed only for courses taken at accredited institutions that require classroom work as part of their course requirements.

2. Employees who obtain approval for tuition reimbursement for a program of study approved after February 26, 2003 must remain employed with the City for a period of six (6) months for every reimbursed course. This time commitment provided for herein will begin at the conclusion of the first course for which reimbursement is paid and run consecutively for a period not exceeding eighteen (18) months following the completion of the last course for which reimbursement is paid. Any Officer who terminates his employment with the City of Summit or whose employment with the City of Summit is terminated, except in cases of death or disability retirement under PFRS, without fulfilling the full obligation of continued employment with the City of Summit shall return all funds RECEIVED for the courses for which the continued employment obligation exists. The City shall offset the amount of such funds required to be repaid by an Officer from any financial obligations owed by the City to such officer at the time of termination of employment.

3. The PBA agrees that a reasonable cap as to the total funds and the reimbursement per year shall be established in the amount of \$18,000 for 2004. This cap

shall increase at a rate matching the tuition increase at Rutgers University, but not to exceed 8% annually.

4. The obligation for continued employment with the City of Summit as well as the caps on tuition reimbursement will not be made applicable to any Police Officer of the City of Summit enrolled in an approved program of study prior to February 23, 2003.

5. The City agrees to provide gold police shields for all persons assigned to the Detective Bureau.

6. In the event that Independence Day recall duty is cancelled or postponed, notice of cancellation or postponement of Independence Day recall duty shall be posted at the police desk by 1:00 p.m. that day. If the notice of cancellation or postponement of Independence Day recall duty is not posted at the police desk by 1:00 p.m. of that day, each member of the bargaining unit who is not on a regularly scheduled shift shall receive three (3) hours pay at a rate calculated on each Employee's hourly base rate.

7. The City will reimburse an employee who is required to use a personal, non-City vehicle in connection with an assignment at the rate of 24 cents (\$.24) per mile, based upon submission of a mileage statement to the Chief.

8. The City will post information on the procedures for promotion before beginning the promotion process. If a contract agency will provide any testing as part of the promotion process, the information will be posted in accordance with the schedule recommended by that agency.

9. Failure to post information in accordance with this requirement will be grievable. The promotional procedures and process shall be selected by the City and shall not be grievable.

10. Employees will not be required to change tires on police cars provided that the City is able to contract with a service company to change tires between 4:00 p.m. and 7:00 a.m. and on weekends for a total annual fee not to exceed \$1,000.00.

ARTICLE 25: GRIEVANCE PROCEDURE

1. For the purposes of providing expeditious and mutually satisfactory resolutions of problems arising under this Agreement, the parties adopt the following procedure which shall be kept as informal as may be appropriate.

2. A grievance shall be defined as a complaint concerning the application or interpretation of this Agreement or employee safety. Minor disciplinary matters (less than six (6) days of suspension or equivalent fine or any lesser penalty) shall be included within the definition of the grievance procedure.

3. A grievance may be brought by any Employee or group of Employees covered by this Agreement or any be filed by the PBA on behalf of an Employee or group of Employees. Any such person or party shall hereinafter be referred to as grievants.

4. The following constitutes the sole and exclusive procedure for settlement of grievances and shall be followed in its entirety unless waived by the parties.

(A) **STEP ONE**

Any grievants with a grievance shall informally discuss the matter with the Deputy Chief within ten (10) calendar days of the time of the occurrence of the event being grieved, or the time the event being grieved was known. The Deputy Chief shall make an earnest effort to reach a

satisfactory settlement with the grievants within five (5) days after the first discussion of the matter with him. A failure to respond, or in the event of unsatisfactory resolution of the matter, shall permit the grievants to appeal the matter to STEP TWO within ten (10) days of the first discussion with the Deputy Chief.

(B) STEP TWO

The grievants shall submit the grievance in writing to the Chief of Police. The Chief of Police shall make an earnest effort to reach a satisfactory settlement with the grievant. In any event, the Chief of Police shall respond in writing to the grievants within ten (10) days of the receipt of the grievance. A failure to respond within the time period provided shall be deemed a denial of the grievance.

(C) STEP THREE

In the event that the grievance is not resolved at STEP TWO, then the grievance together with any written materials which may have been received from the Chief of Police shall within (10) days of the STEP TWO proceeding be filed with the City Administrator. The City Administrator shall make an earnest effort to resolve the grievance and, in any event, shall respond to the grievants within ten (10) days of the receipt of the grievance. A failure to respond within the time period provided shall be deemed a denial of the grievance.

(D) STEP FOUR

1. If the grievance is not settled through the preceding steps, the grievants may refer the matter to the Public Employment Relations Commission within fourteen (14) calendar days after the determination of the STEP THREE proceeding. An arbitrator shall be selected in accordance with the rules of PERC and the expense of the Arbitrator shall be borne equally by the parties hereto provided, however, that each party shall bear the expense of producing witnesses, testimony or evidence for its presentation.

2. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him and relevant to the grievance. The Arbitrator shall have no authority to modify or alter in any way the provisions of this Agreement or any amendment or supplement hereto. The decision of the Arbitrator shall be final and binding.

5. The term “grievance” and the procedure relative thereto shall not be deemed applicable in the case of the failure or refusal of the City to continue the employment of any Employee.

ARTICLE 26: MANAGEMENT RIGHTS

1. The City retains all of its rights which were in existence prior to this Agreement, subject to this Agreement and applicable law.

2. The Association agrees that the City retains the right to implement any program subject to the provisions of this contract and the provisions of the New Jersey

Employer-Employee Relations Act, or other applicable law and the State and Federal Constitutions.

3. This Agreement cannot be modified except by written agreement between the parties.

ARTICLE 27: NO STRIKE PLEDGE

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

2. The Association covenants and agrees that neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of an Employee from duty, 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, walk-out, sick-out, or other job action against the City.

3. The Association agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown, walk-out, sick-out or other activity aforementioned including but not limited to publicly disavowing such action and directing all such members who participate in such activities to cease and desist from same immediately and to return to work, along with such other steps as may be necessary under the circumstances, and to bring about compliance with its order.

4. In the event of a strike, slowdown, walk-out, sick-out or other job action, it is covenanted and agreed that participation in any such activity by the Association

member shall entitle the City to take appropriate disciplinary action including possible discharge in accordance with applicable law.

5. Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain 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 Association or its members.

ARTICLE 28: SAVINGS CLAUSE

Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law or by any tribunal of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

ARTICLE 29: PRESERVATION OF RIGHTS

The existing benefits and conditions of employment applicable to any Employee covered by this Agreement pursuant to rules, regulations, directives, memoranda, ordinances and department orders which are in writing shall be maintained.

ARTICLE 30: TERM AND RENEWAL

This Agreement shall have a term from January 1, 2007 through December 31, 2010. If the parties have not executed a successor agreement by December 31, 2010, then this Agreement shall continue in full force and effect until a successor agreement is executed.

Negotiations for a successor agreement shall be in accordance with the rules of the Public Employment Relations Commission.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this _____ day of _____ 2008.

Attest:

The City of Summit:

Jordan Glatt, Mayor

David L. Hughes, City Clerk

Policemen's Benevolent Association
Local No. 55, Inc.

Louis Lyons, President

Michael Freeman, State Delegate

SCHEDULE A

Salaries for Employees Hired
Prior to January 1, 2008

Effective 1/1/07	Academy	Remainder of year 1	2	3	4	5	6
Police Officer	45,188	53,439	64,184	73,080	78,809	83,411	87,893
Sergeant			95,924	101,492			
Lieutenant			109,303	113,633			
1/1/08	46,905	55,470	66,623	75,857	81,804	86,580	91,233
Sergeant			99,524	105,092			
Lieutenant			113,103	117,433			
1/1/09	48,688	57,578	69,154	78,740	84,912	89,870	94,699
Sergeant			103,124	108,692			
Lieutenant			116,903	121,233			
1/1/10	50,538	59,766	71,782	81,732	88,139	93,285	98,298
Sergeant			106,724	112,292			
Lieutenant			120,703	125,033			

SCHEDULE B

Salaries for Employees Hired
On or After January 1, 2008

Effective 1/1/07	Academy	Remainder Of Year 1	1	2	3	4	5	6
	43,500	45,000	52,149	59,298	66,447	73,596	80,745	87,893
Sergeant			95,924	101,492				
Lieutenant			109,303	113,633				
1/1/08	43,500	46,125	53,643	61,161	68,679	76,197	83,715	91,233
Sergeant			99,524	105,092				
Lieutenant			113,103	117,433				
1/1/09	43,500	47,278	55,181	63,084	70,987	78,890	86,793	94,699
Sergeant			103,124	108,692				
Lieutenant			116,903	121,233				
1/1/10	43,500	48,460	56,766	65,072	73,378	81,684	89,990	98,298
			106,724	112,292				
			120,703	125,033				

SCHEDULE C

VACATION PROGRAM

For officers working the 5-2 schedule, vacations shall be as follows:

0-1 year	1 working day per month not to exceed 11 days
Upon completion of 1 year	11 working days
Upon completion of 4 years	18 working days
Upon completion of 9 years	23 working days
Upon completion of 14 years	25 working days
Upon completion of 19 years	30 working days
Upon completion of 24 years and over	33 working days

For officers working the 4-3 schedule, vacations shall be as follows:

0-1 year	1 working day per month not to exceed 8 days
Upon completion of 1 year	8 working days
Upon completion of 4 years	14 working days
Upon completion of 9 years	18 working days
Upon completion of 14 years	20 working days
Upon completion of 19 years	24 working days
Upon completion of 24 years and over	26 working days

For officers working the 4-4 schedule, vacations shall be as follows:

0-1 year	1 working day per month not to exceed 8 days
Upon completion of 1 year	8 working days
Upon completion of 4 years	13 working days
Upon completion of 9 years	16 working days
Upon completion of 14 years	18 working days
Upon completion of 19 years	22 working days
Upon completion of 24 years and over	24 working days

VACATION CONVERSION

Officers shall have the right to convert vacation in forty (40) hour increments (for 4-3 and 5-2 personnel) or forty-four (44) hour increments (for 4-4 personnel) into overtime to be credited in the "Overtime Book." However, before any Officer may convert a second forty (for 4-3 and 5-2 personnel) or forty-four (44) hour increment (for 4-4 personnel), the first forty (40) or forty-four (44) must have been utilized.

VACATION PAY

An officer whose vacation includes a day on which paychecks are normally distributed may request to have that paycheck distributed in advance of the officer's vacation. Such a request shall be made at least three weeks in advance of the officer's vacation, subject to restrictions published annually by the City Treasurer.