

MEMORANDUM OF AGREEMENT

This Agreement made this 10th day of April, 2015 by and between **THE CITY OF SUMMIT** (hereinafter the "City") and **PBA LOCAL 55** (hereinafter the "PBA"):

WHEREAS, the City and the PBA are parties to a Collective Negotiation Agreement ("CNA") covering the period from January 1, 2010 through December 31, 2014; and

WHEREAS, the City and the PBA have negotiated an agreement on terms and conditions for a new CNA subject only to ratification by the membership of the PBA and approval by the common Council of the City which shall be recommended unanimously by the respective negotiating committee of the parties;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein set forth, the parties agree as follows:

1. Except as herein provided, the terms and conditions of the 2010-2014 CNA shall remain in full true and effect.
2. Term: The new CNA shall be for a period of four years from January 1, 2015 to December 31, 2018.
3. Wages: There shall be a new salary guide applicable to all employees covered by the CNA as set forth on Schedule A attached hereto. Schedule B is eliminated. The economic improvements provided on the new salary guide are as follows:

a) Effective January 1, 2015 through January 1, 2018, there shall be a 1.5% increase to the maximum rate for Patrol Officers and the maximum rate for Sergeant and Lieutenant. Step 1 of Sergeant and Step 1 of Lieutenant have been modified to address differential in maximum rate of Patrol Officer and Sergeant respectively. Any police officer whose employment with the City has terminated prior to ratification and approval of this Agreement, except in cases of retirement with pension or death, shall not be entitled to any retroactive payments.

4. Article 16: Clothing Allowance

1. Purchase of Uniforms: Modify the first sentence to include: bike uniforms.

2. Uniform and Equipment Maintenance Allowance: Modify the language for employees assigned as detectives to change the additional amount of clothing allowance from \$200 to \$400. Eliminate the last sentence that employees assigned to Bicycle Patrol shall receive an additional \$200 in clothing allowance.

5. Article 18 – Leaves

Sick Leave: Effective January 1, 2015, modify the fourth paragraph of this section to provide for \$750 per six (6) month period (January – June and July – December) to be paid to an employee who uses no sick leave during the entire period established for a two-year trial period. If an employee uses more than six (6) days in either period, the extra day(s) payment value will be subtracted from payment due in the opposite period in that year. 12 sick days per year and to remove use of WES days to cover the use of a sick day beyond such leave entitlement.

Add the following new language in the same section:

Employees will be granted eighteen (18) hours of Sick Incentive Time (IT) per six (6) month period. This time will be reduced by 6 hours per day for each day of sick leave used. If an employee uses more than six (6) sick days in either period, the extra day(s) time value will be subtracted from time earned in opposite period in that year or will be carried over to the next year to subtract time earned as appropriate. IT hours will be used to secure time off with the following restrictions:

1. IT will only be granted when manpower is otherwise sufficient throughout the entire time requested and the shift supervisor can guarantee that the approval will not cause overtime.
2. The request can be denied or the approval revoked by the shift supervisor for any reason at any time.
3. Approval may not be granted in advance, allowing the shift supervisor adequate notice of manpower allotment.
4. Earned IT must be used in the six (6) month period immediately following the period in which it was earned. No additional carry-over will be allowed.
5. Unused IT may not be converted into another leave time and will be forfeited if not used as described in paragraph 4 above. No payment will be made in lieu of IT.

All provisions of this new incentive program will be effective for a two-year trial in an effort to reduce sick time. This trial will be reviewed by the Parties after twelve (12) and eighteen (18) months to make changes to this section of the Agreement. This trial will end at the Employer's option after an evaluation of relevant factors, including, but not limited to overtime related to sick time usage and IT approval for 2015 and 2016. The Employer reserves the right to revoke this amendment and revert to the Sick Time Incentive program that was maintained in this

Agreement prior to January 1, 2015. If the Employer decides to continue this Sick Incentive Program as amended by the Parties, it will remain in effect for the duration of this agreement.

6. Schedule C Vacation Program is retitled Schedule B

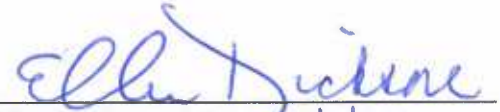
IN WITNESS WHEREOF, the parties have set their hands and seals this 10th day of April, 2015.

PBA LOCAL 55

By: 
Louis Lyons, President


Michael Freeman, State Delegate

THE CITY OF SUMMIT

By: 
Ellen Dickson, Mayor 4/10/15


Rosemary Licatese, Deputy City Clerk

SCHEDULE A
SALARY GUIDE
2015 THROUGH 2018

| | 1/1/2015 | 1/1/2016 | 1/1/2017 | 1/1/2018 |
|---------|----------|----------|----------|----------|
| Start | 43,500 | 43,500 | 43,500 | 43,500 |
| Step 1 | 49,127 | 49,127 | 49,127 | 49,127 |
| Step 2 | 54,754 | 54,754 | 54,754 | 54,754 |
| Step 3 | 60,381 | 60,381 | 60,381 | 60,381 |
| Step 4 | 66,008 | 66,008 | 66,008 | 66,008 |
| Step 5 | 71,635 | 71,635 | 71,635 | 71,635 |
| Step 6 | 77,262 | 77,262 | 77,262 | 77,262 |
| Step 7 | 82,889 | 82,889 | 82,889 | 82,889 |
| Step 8 | 88,516 | 88,516 | 88,516 | 88,516 |
| Step 9 | 94,143 | 94,143 | 94,143 | 94,143 |
| Step 10 | 99,772 | 99,772 | 99,772 | 99,772 |
| Step 11 | 105,894 | 107,482 | 109,095 | 110,731 |

| SERGEANT | | | | |
|----------|----------|----------|----------|----------|
| | 1/1/2015 | 1/1/2016 | 1/1/2017 | 1/1/2018 |
| Step 1 | 111,190 | 112,858 | 114,551 | 116,269 |
| Step 2 | 120,970 | 122,787 | 124,626 | 126,495 |

| LIEUTENANT | | | | |
|------------|----------|----------|----------|----------|
| | 1/1/2015 | 1/1/2016 | 1/1/2017 | 1/1/2018 |
| Step 1 | 127,019 | 128,926 | 130,858 | 132,820 |
| Step 2 | 134,696 | 136,716 | 138,767 | 140,848 |