

Contract no. 580

A G R E E M E N T

Between

CITY OF SUMMIT

and

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

Effective January 1, 1990 through December 31, 1991

LAW OFFICES:

**LOCCKE & CORREIA P.A.
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TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE	1
I	RECOGNITION AND DUES CHECK OFF	2
II	ASSOCIATION REPRESENTATIVES	3
III	PBA BUSINESS	4
IV	DEPARTMENTAL INVESTIGATIONS	5
V	PERSONNEL FILES	7
VI	WORK DAY, WORK WEEK AND OVERTIME	8
VII	HOURLY RATE	10
VIII	SAVINGS CLAUSE	11
IX	GRIEVANCE PROCEDURE	12
X	MANAGEMENT RIGHTS	15
XI	PRESERVATION OF RIGHTS	16
XII	NO STRIKE PLEDGE	17
XIII	CLOTHING ALLOWANCE	19
XIV	PERSONAL DAYS	21
XV	OFF DUTY POLICE ACTION	22
XVI	CEREMONIAL ACTIVITIES	23
XVII	INSURANCE	24
XVIII	RECALL PAY	25
XIX	DEPARTMENTAL TRAINING AND PISTOL SHOTS	26
XX	SALARIES	27
XXI	LONGEVITY	28
XXII	COURT COMPENSATION	30
XXIII	HEALTH INSURANCE	31
XXIV	DENTAL INSURANCE	32
XXV	PLAINCLOTHES INCREMENT	33

INDEX

<u>ARTICLE</u>		<u>PAGE</u>
XXVI	PRIORITY FOR OVERTIME	34
XXVII	WORK SCHEDULE COMMITTEE	35
XXVIII	MISCELLANEOUS PROVISIONS	36
XXIX	HOLIDAY PAY	38
XXX	TERM AND RENEWAL	39
	SIGNATURE PAGE	40
	SCHEDULE A - SALARY	41
	SCHEDULE B - VACATION PROGRAM	42

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PREAMBLE

THIS AGREEMENT, made this _____ day of _____, 19____ by and 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 I - 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 and 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 II - 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 alternatives 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 III - PBA BUSINESS

1. The City agrees to grant time off with pay to the State Delegate to attend the regular monthly meeting if he is scheduled to work during the hours of such meeting.

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 his absence another elected PBA official, shall be allowed to attend the monthly PBA meeting, subject to call.

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ARTICLE IV - DEPARTMENTAL INVESTIGATIONS

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, he 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 he be threatened with transfer, dismissal or other disciplinary punishment.
- (f) In the event of an investigatory interview, the Employee, upon his request, shall be permitted to have a representative of his choice present.

- (g) In cases other than Departmental investigations, if a member of the force is under arrest or if he is a suspect or the target of a criminal investigation, he shall be given his 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.
- (j) 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 V - 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 his personnel file but this appointment for review must be made through the Chief of Police or his designated representative.

3. Whenever any matter concerning an Officer or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires and place said rebuttal in his file.

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

ARTICLE VI - WORK DAY, WORK WEEK AND OVERTIME

1. The normal work tour shall be either eight hours and fifteen minutes (8.25 hours) or ten (10.00) 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 (1½) 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-half hours for each hour worked) for Patrolmen only.

(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.

4. 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.

6. Both parties realize and acknowledge that the

schedule change is experimental and that unanticipated difficulties may arise. These difficulties may require adjustments in the schedule, or perhaps abandonment of the change. The PBA agrees that it will not make any claim against the City on behalf of itself or its members, and the City agrees that it will not make any claim against the PBA or its members, for changes caused by reversion to the former schedule. Neither party will make any claim against the other for any inconsistencies, extra time worked or extra time not worked, in connection with any full-scale Department-wide or division-wide reversion to the former schedule.

7. If it becomes necessary to revert to the former schedule, the PBA will make no claim against the City with regard to the number of vacation days or personal leave days, both of which will be the same under either schedule.

ARTICLE VII - HOURLY RATE

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

ARTICLE VIII - 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 IX - 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.

3. A grievance may be brought by any Employee or group of Employees covered by this Agreement or may 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 grievant(s).

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 grievant(s) with a grievance shall informally discuss the matter with the Administrative Captain 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 Administrative Captain shall make an earnest effort to reach a satisfactory settlement with the grievant(s) 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 grievant(s) to appeal the matter to STEP TWO within ten (10) days of the first discussion with the Administrative Captain.

(B) STEP TWO

The grievant(s) 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 grievant(s) 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 grievant(s) 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 grievant(s) 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 his 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. He or they 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 X - 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 XI - 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 departmental orders which are in writing shall be maintained.

ARTICLE XII - 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 his position, 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 XIII - CLOTHING ALLOWANCE

1. Pursuant to past practice, the City of Summit shall supply to each Officer a full issue of such uniform and equipment as may be required for performance of duty as a Police Officer. The City agrees to continue the past practice of replacing and supplying such additional items of uniform and equipment as may be required due to normal wear and tear or damage in the course of the Police Officer's employment.

2. In addition to the provisions of Paragraph 1 of this Article, each Employee covered by this Agreement shall receive the sum of Two Hundred (\$200.00) Dollars from the City of Summit as a uniform maintenance allowance which shall be deemed to be used for the care and cleaning of the Police Officer's uniform and equipment. No voucher shall be required as a condition for such payment.

3. The clothing allowance shall be paid by separate check along with the holiday pay.

The allowance shall be reduced by one-twelfth for each month the Officer did not work at least one day.

In the event an Officer leaves the employ of the City prior to receiving the annual payment, the clothing allowance shall be prorated to the month in which he left.

4. Employees shall be entitled to a shoe allowance which shall permit the direct purchase of shoes pursuant to the following provisions:

- A. Employees will be allowed to purchase shoes wherever he/she pleases at his expense.
- B. The shoes must conform to the departmental regulations and guidelines.
- C. The Employee will be reimbursed Fifty (\$50.00) Dollars by the 15th of July. This payment represents a shoe allowance from July 1st to June 30th of the previous year.
- D. Any Employee who leaves the City's employ shall receive a pro rate reimbursement based upon the number of full months worked during the year.
- E. By accepting this revised policy for the Police and Fire Departments, all members and Employees of the Police and Fire Departments shall relinquish their rights to grieve this change.

ARTICLE XIV - PERSONAL DAYS

In addition to other benefits, each Employee shall receive two (2) personal days annually. Said two (2) annual personal days 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 his Shift Commander.

73

ARTICLE XV - OFF DUTY POLICE ACTION

1. Under the provisions of N.J.S.A. 40A:14-152.1 and N.J.S.A. 40A:152.2 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 his base annual wage.

ARTICLE XVI - 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 his 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 XVII - INSURANCE

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.

ARTICLE XVIII - RECALL PAY

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 (1½) rate for all such time worked with a minimum guarantee of two (2) hours pay at the overtime rate for each such recall.

ARTICLE XIX - DEPARTMENTAL TRAINING AND 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. Shoots - Departmental training shoots shall be scheduled during day tours when the patrolman is on duty. This provision shall not apply to qualification shoots or classes.

3. 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 (1½) rate for all such time.

ARTICLE XX - SALARIES

1. Salaries for Employees covered by this Agreement shall be set forth in Schedule "A" annexed.

2. Salaries, along with all other terms of this Agreement, shall be retroactive to the effective date of the commencement of this Agreement.

ARTICLE XXI - 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 20 years of service. . . . 8% of base salary
Upon completion of 25 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 1st or July 1st.

B. Any Employee whose anniversary date is beyond January 1st or July 1st will be moved backward, i.e. if an Employee's current anniversary date is April, it will now be moved to January 1st of the same year.

For Employees hired after January 1, 1984 -

A. All anniversary dates are either January 1st or July 1st.

B. Any Employees hired after January 1st or July 1st will be moved forward for their increases, i.e. if an Employee was hired on April 1st, he/she will receive step increases on July 1st of the following 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.

ARTICLE XXII - 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 two (2) hours overtime compensation.

2. This Article shall be effective February 8, 1985.

ARTICLE XXIII - HEALTH INSURANCE

Blue Cross, Blue Shield, Major Medical and Rider J, or equivalent coverage for the retiree and spouse dependent upon retirement, subject to the following conditions:

A. After twenty-five (25) years service with the City of Summit or upon a work related total disability retirement as defined by the N.J. Police and Fire Retirement System.

B. If the individual is employed after retirement from the City and is eligible to receive health benefits from such subsequent Employer or if said retiree's spouse if employed or so eligible and equivalent coverage is thereby provided to the retiree, then the City will not be obligated to pay. The City may require appropriate documentation.

C. During 1987 and 1988, the insurance cost will be set at the January 1982 rate. Any increase over that rate will be paid by the Employee. The spouse-dependent will be paid Two Hundred (\$200.00) Dollars for said insurance. Any additional cost will be paid by the individual. Employees retiring on or after January 1, 1990 will be reimbursed at a rate not to exceed One Thousand (\$1,200.00) Dollars per year, regardless of the number of people covered. Effective January 1, 1991, the amount shall be increased to One Thousand Four Hundred (\$1,400.00) Dollars.

D. If the individual is covered by Medicare or Medicaid, the City share will decrease accordingly.

ARTICLE XXIV - DENTAL INSURANCE

A. The 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 Thirty (\$30.00) Dollars per Employee, per month in 1990 and Thirty-Three (\$33.00) Dollars per Employee, per month in 1991.

B. Should the cost for coverage exceed these limits, the Employee agrees to pay the balance through a program of payroll deductions.

C. The dental care coverage described above will be put into effect by the City as soon as practicable in 1990.

D. The dental insurance provided under this Section shall include benefits substantially similar to those provided by Delta Dental Plan of New Jersey, Inc., in its proposal II-B, dated December 7, 1989, including preventive and diagnostic, basic, restorative, prosthodontic and child's orthodontic benefits.

ARTICLE XXV - PLAINCLOTHES INCREMENT

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 according to his rank the following in addition to his regular annual salary:

Patrolmen First Grade -	\$850.00
Sergeant	- \$900.00
Lieutenant	- \$1,000.00

ARTICLE XXVI - 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 on 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 Employees, covered by this Agreement, pursuant to Paragraph 1 of this Article.

ARTICLE XXVII - WORK SCHEDULE COMMITTEE

1. The parties to this agreement agree to negotiate the subject of work schedule modification. The object of said negotiation shall be the improved delivery of public service and the improvement of Employee efficiency and morale.

2. The parties agree to establish a special committee composed of representatives selected by each party to investigate scheduling alternatives. Said investigations shall be the subject of negotiation as provided in Paragraph 1 above.

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

3. In the event that Independence Day recall duty is canceled 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 his regularly scheduled shift shall receive three (3) hours pay at a rate calculated on each

Employee's hourly base rate.

ARTICLE XXIX - HOLIDAY PAY

1. In addition to salary, each Employee covered by this Agreement shall be eligible for holiday pay.

2. Holiday pay will be calculated by dividing the Employee's base annual salary by two hundred sixty (260) days and multiplying the quotient by twelve (12). The product is the amount of the holiday payment. This calculation method shall be used regardless of the actual shift schedule worked by an individual Employee.

3. The holiday payment will be made to each Employee no later than November 30 of each year, prorated for length of service during the year.

ARTICLE XXX - TERM AND RENEWAL

1. This Agreement shall have a term from January 1, 1990 through December 31, 1991. If the parties have not executed a successor agreement by December 31, 1991, then this Agreement shall continue in full force and effect until a successor agreement is executed.

2. 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 _____, 19____.

ATTEST:

Carol F. Hughes

CITY OF SUMMIT:

Jane H. Whitman

ATTEST:

Olivia Maschella

POLICEMEN'S BENEVOLENT

ASSOCIATION LOCAL NO. 55, INC.

Peter N. Ianni (PRESIDENT)

Samuel J. Maguire (DELEGATE)

Ther McKeely

Memo Fontana

SCHEDULE A

SALARY

The Police Department salary and wage plan shall be as follows:

	<u>Effective 02/01/90</u>	<u>Effective 02/01/91</u>
<u>Patrolman</u>		
Probation	\$29,149	\$31,306
4th Grade	33,124	35,576
3rd Grade	35,775	38,422
2nd Grade	37,762	40,556
1st Grade (maximum)	39,750	42,700
<u>Sergeant</u>		
First Year	\$40,412	\$43,403
Second Year	41,075	44,115
Third Year and thereafter (maximum)	43,725	46,960
<u>Lieutenant</u>		
First Year	\$45,050	\$48,384
Second Year	47,037	50,518
Third Year and thereafter (maximum)	49,025	52,653

SCHEDULE B

VACATION PROGRAM

0 - 1 year _ _ _ _ _	1 working day per month not to exceed 10 days
Upon completion of 1 year _ _ _ _ _	10 working days
Upon completion of 4 years _ _ _ _ _	15 working days
Upon completion of 9 years _ _ _ _ _	18 working days
Upon completion of 14 years _ _ _ _ _	20 working days
Upon completion of 19 years _ _ _ _ _	23 working days
Upon completion of 24 years and over _ _ _ _	25 working days

Vacation Conversion

Officers shall have the right to convert vacation in forty (40) hour increments into overtime to be credited in the "Overtime Book". However, before an Officer may convert a second forty (40) hours, the first forty (40) must have been utilized.