

A G R E E M E N T

By and Between

**CITY OF PLEASANTVILLE, NJ
A MUNICIPAL CORPORATION OF
THE STATE OF NEW JERSEY**

and

**NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION, INC.
MAINLAND LOCAL No. 77
(Pleasantville Superior Officers)**

JANUARY 1, 2019 THROUGH DECEMBER 31, 2023

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AGREEMENT

THIS AGREEMENT, dated this the 7th day of June, 2019, is entered into by and between the CITY OF PLEASANTVILLE, a municipal corporation of the State of New Jersey, hereinafter referred to as "City", and the NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION INC., (Pleasantville SOA) through its designated affiliate, MAINLAND PBA LOCAL No. 77, hereinafter referred to as "PBA Local No. 77" or "the PBA" located at 6712 W. Washington Avenue, Suite 104, Egg Harbor Twp., New Jersey 08234. to as "PBA Local No. 77" or "the PBA".

ARTICLE I

PURPOSE

This Agreement is entered into pursuant to the provision of Chapter 303, Laws of 1968 (N.J. Revised Statutes 34: 13A-5.1, et seq.) of the State of New Jersey to promote and ensure harmonious relations, cooperation and understanding between the City and the Employees; to provide for the resolution of legitimate grievances, to prescribe the rights and duties of the City and Employees, all in order that the public service shall be expedited and effectuated in the best interest of the people of the City of Pleasantville, New Jersey.

ARTICLE II
EMPLOYEE REPRESENTATION

A. MAJORITY REPRESENTATIVE

The City recognizes the Mainland PBA Local No. 77 as the exclusive negotiating agent for all regular appointed, full time police personnel in the positions of Deputy Chief, Captain, and Lieutenant. These personnel are hereby known as "Employees." The City and Employees agree that PBA Local No. 77 has the right to negotiate as to rates of pay, hours of work, fringe benefits, working conditions, safety of equipment, procedure for adjustment of disputes and grievances, and all other related matters. The Majority Representative shall be appointed according to the procedures set forth in N.J.S.A. 34:13A-1 et.seq. and shall have the rights and privileges therein.

B. STEWARDS

The PBA Local No. 77 - SOA Unit must notify the City as to the names of the stewards. No more than one steward and alternate are to be designated. For the duration of this agreement, the steward shall be and the alternate shall be, both officers of the Pleasantville Police Department.

ARTICLE III
MANAGEMENT RIGHTS

A. It is the right of the City to determine the standards of service to be offered by its employees, determine the standards of selection for employment, direct its employees, take disciplinary action, maintain the efficiency of its operations, determine the methods, means and personnel by which its operations are to be conducted, determine the content of job classifications, schedule the hours, take all necessary actions to carry out its mission in emergencies, and exercise complete control and discretion over its organization and technology of performing its work. The practical impact of the decisions of the above matters are subject to the Grievance Procedure as set forth in Article VI. Nothing in this Article shall alter or relieve the City of any of its obligations undertaken by the agreement.

B. The parties agree that the Chief of Police or other superior officers shall exercise their supervisory duties faithfully, irrespective of the fact that they may not be covered by the Agreement, and they shall be objective in their dealings with all personnel subordinate to them, irrespective of their membership in the Mainland PBA Local No. 77.

ARTICLE IV
NON-DISCRIMINATION

The City and employees both recognize that there shall be no discrimination by reason of sex, creed or racial origin, with respect to employment or opportunities for the improvement of jobs, or as a condition of employment. The City further agrees that it will not interfere with, nor discriminate against, any employee because of membership in, or legitimate activity on behalf of PBA Local No. 77; nor shall the City encourage membership in any other association or union or do anything to interfere with the representation by the Majority Representative of PBA Local No. 77 as the exclusive bargaining agent of employees.

ARTICLE V
STRIKES

The PBA Local No. 77 and the employees assure and pledge to the City that their goals and purpose are such as to condone no strikes, work stoppages, sickouts, slowdowns or any other method which would interfere with police service to the City and its citizens or violate the Constitution of the United States or the laws of the State of New Jersey. The PBA Local No. 77 and employees will not initiate such activities nor advocate or encourage other employees to initiate the same, and the PBA Local No. 77 and employees will not support any member of this organization acting contrary to this provision.

ARTICLE VI
GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.
- B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.
- C. With respect to employees, the term "grievance" as used herein means an appeal by an individual employee or PBA Local No. 77 on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements and administrative decisions affecting them.
- D. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the City until such grievance and any effect thereof shall have been fully determined.
- E. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

Step 1: The aggrieved or the PBA Local No. 77 shall institute action under the provisions hereof within twenty (20) working days after the event giving rise to the grievance has occurred or the employee has or reasonably should have had knowledge thereof, and an earnest effort shall be made to settle the differences between the aggrieved employee and the City, with the assistance of the Steward, in an informal manner with the Chief of Police. The written grievance at this Step shall contain the

relevant facts and a summary of any preceding discussion, the applicable section of the Agreement allegedly violated, and the remedy requested by the grievant. Failure to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance.

Step 2: If PBA Local No. 77 wishes to appeal the decision of the Chief of Police, such appeal shall be presented in writing to the Mayor or his designated representative within five (5) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Mayor or his designated representative shall acknowledge receipt of the grievance by signing and dating the grievance, and respond to the grievance in writing within five (5) working days of its submission.

Step 3: If PBA Local No. 77 wishes to appeal the decision of the Mayor or his designated representative such appeal shall be presented in writing to the City Council or its designated representative within ten (10) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The City Council or its designated representative shall respond in writing within fifteen (15) working days of its submission.

Step 4: If the grievance is not settled through Steps 1, 2 and 3, the PBA after finding the grievance to be meritorious shall have the right to submit the dispute to arbitration pursuant to the Rules and Regulations of the Public Employment Relations Commission within ten (10) working days of the receipt of the response from the City Council or its designated representative. The costs for the services of the arbitrator shall be borne equally by the City and PBA Local No. 77. Any other expenses, including, but not limited to the presentation of witnesses, shall be paid by the parties incurring the same.

F. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him/her in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of the Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

G. Any steward or officer of PBA Local No. 77 required in the grievance procedure to settle disputes on any arbitration shall be released from work without loss of pay for such purposes, and any member of the Police Department required shall be made available during working hours without loss of pay for the purpose of disposing of any grievance or arbitration matter.

H. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated with the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered by the City within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to be denied. Time extensions must be mutually agreed to by the City within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to be denied. Time extensions must be mutually agreed to by the City and the PBA in writing.

I. "Working days" as used in this Grievance Procedure shall be defined as Monday through Friday, excluding any holidays.

ARTICLE VII
DISCIPLINE AND DISCHARGE

- A. There shall be no discipline or discharge except for just cause.
- B. Other than oral reprimands, the employee shall be furnished with a written copy of any disciplinary action taken, with reasons therefore.
- C. The employees shall sign for the complaint against him/her as an acknowledgment of receipt, which signature shall not be deemed an admission of guilt or liability.
- D. A day for purpose of suspension shall be defined as an eight (8) hour day.

ARTICLE VIII
DUES CHECKOFF

A. The City agrees to deduct from the salaries of its employees, subject to this Agreement, dues for PBA Local No. 77. Such deduction shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15.9e, as amended.

B. The check off shall commence for each employee who signs a properly dated authorization card, supplied by PBA Local No. 77 and verified by the Treasurer, during the month following the filing of such card with the City.

C. If, during the life of this Agreement there shall be any change in the rate of membership dues, PBA Local No. 77 shall furnish the City with written notice thirty (30) days prior to the effective date of such change and shall furnish to the City either new authorizations from its members showing the authorized deduction for each employee or an official notification on the letterhead of PBA Local No. 77 advising of such changed deduction.

D. PBA Local No. 77 will provide the necessary "check off authorization" form, and PBA Local No. 77 will secure the signatures of its members on the form and deliver the signed forms to the Treasurer.

E. **AGENCY SHOP**

1. The City, in accordance with the provisions of N.J.S.A. 3:13A-5.5 agrees to deduct from the salaries of its employees subject to this Agreement, a representation fee in lieu of dues for services rendered by the majority representative in an amount up to eighty-five (85%) percent of the regular membership dues, fees and assessments paid by members of the PBA Local No. 77 less the cost of benefits financed through the dues and assessments and available to and benefiting only members of the PBA Local No. 77. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967

N.J.S.A.(R.S. 52:14-15.9 (3) as amended. Said monies, together with records of any corrections, shall be transmitted to the PBA Local No. 77 during the month following the monthly pay period in which deductions were made. Implementation of payroll deductions for a representation fee will commence with a notification from PBA Local No. 77, but not to exceed (60) days from the date of notice.

2. If, during the life of this Agreement there shall be any change in the rate of membership dues, the PBA Local No. 77 shall furnish to the City two (2) months written notice prior to the effective date of such change.

3. The PBA Local No. 77 agrees to furnish the City with a copy of its "demand and return system" which must be established and maintained by the PBA Local No. 77 in accordance with the law.

4. The PBA Local No. 77 shall indemnify and save the City harmless against any and all claims, demands, suits or forms of liability that shall arise out or by reason of any action taken in making deductions and remitting the same to the PBA Local No. 77 pursuant to Section D of this Article.

F. Any such written authorizations may be withdrawn at any time by the filing of such withdrawal with the Treasurer. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.

G. **LIABILITY:**

1. The PBA Local No. 77 agrees to indemnify and hold the City harmless against any liability which may arise by reason of any action taken by the City in complying with the provisions of this Article, provided that:

- (a) The City gives the PBA Local No. 77 timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
- (b) If the PBA Local No. 77 so requests in writing, the City will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the PBA Local No. 77 in gathering evidence, securing witnesses and in all other aspects of said defense.

2. **Exception.** It is expressly understood that Paragraph 1 above will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the City or the City's imperfect execution of the obligations imposed by the Article not caused by the PBA Local No. 77.

ARTICLE IX
POLICEMEN'S RIGHTS

A. Pursuant to Chapter 303, Public Laws of 1968, the City agrees that every policeman shall have the right, freely, to organize, join, support and assist the PBA Local No. 77 and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the Laws of the State of New Jersey, the City undertakes and agrees that it shall not directly or indirectly discourage, deprive or coerce any policeman in the enjoyment of any rights conferred by Chapter 303, or other Laws of New Jersey or the Constitution of the State of New Jersey or the United States, that it shall not discriminate against any policeman with respect to hours, wage, or any term or condition of employment by reason of his/her membership in the PBA Local No. 77 or its affiliates, or his/her participation in any of these activities, collective negotiations with the City, or his/her institution of any grievance complaint or proceeding under this Agreement with respect to any terms or conditions of employment. Elected representatives of the PBA Local Unit shall be permitted time off from their regular schedule to attend meetings of the PBA Local No. 77 and the PBA/SOA Units providing the efficiency of the Department is not seriously affected, at the discretion of the Chief of Police.

B. The Police Officers' Bill of Rights shall provide, but shall not be limited to, the following. Nothing contained herein shall negate any rights granted by the State, Local or Constitutional Law or Decision.

1. Notwithstanding any other provisions of this Agreement, the Employer/Department and/or Chief shall abide by not only the Law Enforcement Officer's Protection Act or 1976 but should also abide by the New Jersey Attorney General Guidelines as well with the goal in mind to offer individual bargaining members the most protection under the law.

2. **Political Activity**: Except when on duty or whenever acting in his/her official capacity, no police officer shall be prohibited from engaging in political activity.

3. **Investigations of Police Officers**: Whenever a police officer is to be investigated or is under investigation, the officer is to be made aware of the investigation upon its commencement.

a. If a police officer is subjected to interrogation by his/her commanding officer and/or any other officer of the Police Department for any reason that could lead to disciplinary action, demotion, dismissal, transfer or criminal action on charges, such interrogation shall be conducted under the following conditions:

(1) The interrogation shall be conducted at a reasonable hour, preferably at the time when the officer is on duty with reasonable notice being given unless the seriousness of the investigation is of such a degree that an immediate interrogation is required, and if such interrogation does occur during the off duty time of the officer being interrogated, he/she shall be compensated for such off duty time in accordance with regular department procedures.

(2) The investigation officer shall designate the location at which the interrogation shall take place. It shall be at (1) the office of the command of the investigating officer; or (2) the station, bureau or unit in which an incident allegedly occurred; or (3) at the actual location where the incident allegedly occurred, in which event no non-Officer complainant shall be allowed to be present. If circumstances preclude the selection of any of the above, then the investigation shall be conducted at any other place selected by the interviewing officer in consultation with the officer under investigation.

- (3) The officer under investigation shall be informed prior to such interrogation of the rank, name and command of the officer in charge of the investigation, the interrogating officers, and all persons who will be present during interrogation. All questions directed to the officer under interrogation shall be asked by and through no more than two (2) interrogators.
- (4) All complaints must be reduced to writing as soon as possible. The officer under interrogation shall be informed in writing of the nature of the investigation prior to any interrogation, and he/she shall be informed in writing of the names and addresses of all complainants, provided however, that the investigating officer of a complaint may be the complainant.
- (5) Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary, provided that no period of continuous questioning shall be longer than thirty (30) minutes duration without the officer's consent.
- (6) The officer under interrogation shall not be subjected to offensive language or threatened with transfer or any disciplinary action. No promise of reward or favorable treatment shall be made as an inducement to answering any questions. The Police Department shall not cause him/her to be subjected to visits by the press or news media without his/her express consent, nor shall his/her home address, telephone number or photograph be given to the press or news media without his/her express consent.

- (7) The complete interrogation of the officer, including all recess periods, shall be recorded and there shall be no unrecorded questions or statements. At the request of the officer, a copy of the interrogation shall be furnished to him/her if transcribed, and if further proceedings are contemplated by the Police Department or any other agency. If a tape recording is made of the interrogation, the officer shall have access to a copy of the tape if any further proceedings are contemplated.

4. **Advice of Rights:**

- a. A police officer is a citizen of the United States and of the State of New Jersey and as such is entitled to all the rights and privileges guaranteed by the Constitution and Laws of the United States and the State of New Jersey.
- b. The officer has the right not to incriminate himself/herself by answering questions, oral or written, propounded to him/her in the course of a departmental or criminal investigation. Nor shall the officer be compelled to give a statement, oral or written, relating to said investigation without first being read and having waived his/her Miranda rights.
- c. At any point during the investigation, the officer has the right to retain counsel of his/her choice at his/her own expense, and to have said counsel present to advise at all stages of the proceeding against and/or interrogation of the officer. At the request of the officer, the PBA Local No. 77 representative will be present at any interview/interrogation of said officer. The representative's purpose shall not be to advise but to witness the conduct of said procedure to ensure compliance with this section.

- d. No dismissal, demotion, transfer, suspension, reassignment, denial of promotion or reassignment or other personnel action which might result in the loss of pay and benefits which might be considered a punitive measure, shall be taken against an officer by reason of his/her lawful exercise of his/her constitutional rights and/or the rights granted herein and/or the exercise of his/her rights to initiate and pursue a grievance.
- e. In the event that the Department chooses to proceed criminally against the officer for any violation of the law, no interrogation shall take place unless a representative or counsel of the officer's choosing is present. The representative or counsel selected by the officer may counsel the officer prior to and during the interrogation and object to any questions asked, and the interrogation will immediately terminate at the request of the officer or his/her representative or counsel.
- f. In the course of any interrogation, the officer shall have the right to name witnesses who shall be interviewed by the investigating officer.
- g. Nothing in the foregoing shall abridge the right of the commanding officer to counsel with, advise, or admonish an officer under his/her command in private.
- h. At the conclusion of any interrogation, the officer shall have the right to make an oral presentation for the record, or read a written statement into the record. The member shall, if requested, have the right to a brief recess period prior to said oral presentation or said reading of a written statement.

- i. Any complaint against an officer which has been exonerated or unfounded shall be expunged and removed from all departmental and City personnel files and records. All investigative materials, records and notes shall be received, if desired, by the officer and/or his/her counsel. After review, the file shall be sealed and filed only under the custody and care of the Chief of Police. Said file shall not, in any way, be used against the officer in any personnel or administrative decisions. Said file shall not be opened nor information contained therein released without giving notification to the officer.

5. **Police Officers' Right to Bring Suit:** Police officers shall have the right, upon notification to the Chief of Police, to bring civil suit against any person or group of persons, including heads or members of business, social or education organizations for damages suffered, either pecuniary or otherwise, or for abridgment of their civil rights on account of their performance of official duties.

6. **Civilian Complaint:**

- a. No complaint by a civilian against an officer shall result in any disciplinary action, unless the complaint be duly sworn to by the complainant before an official authorized to administer oaths.
- b. No officer shall suffer a demotion, transfer, reassignment, denial of promotion or reassignment, or other personnel action which might result in loss of pay or benefits or which otherwise might be considered a punitive measure unless such officer is notified in writing of the action and the reason or reason therefore prior to the taking of such action.

7. **Suspensions:** A day for the purpose of suspension shall be defined as an eight (8) hour day. No officer shall suffer a suspension from duty, with or without pay, unless the following circumstances are apparent:

- a. Where the officer has been indicted, charged or alleged to have committed a severe criminal offense or severe violation of departmental regulations which constitute a threat, hazard, or danger to the public or members of the Department.
- b. The officer shall be notified in writing of the suspension and reasons therefore, prior to the suspension if practical.
- c. Any suspensions and all subsequent proceedings shall be handled in accordance with the guidelines as set forth in Title 40 and applicable case law.
- d. In addition to any administrative procedures available to him/her regarding the filing of grievances, any officer may institute an action in a civil court to obtain redress of grievances, but he/she shall first use the grievance procedure set forth herein.

8. No officer shall have any comment or statement adverse to his/her interest entered into his/her personnel record by any person without the following:

- a. The officer may sign the document indicating he/she is aware of and in agreement with what is contained therein.
- b. The officer may refuse to sign said document and may permanently attach a statement correcting or clarifying his/her position relevant to the matter.

9. No officer shall be compelled to submit to a polygraph examination without his/her express written consent. No disciplinary action or other recrimination whatsoever shall be taken against an officer refusing to submit to a polygraph examination, or shall any comment be entered anywhere that the officer refused to take a polygraph examination, nor shall any testimony or evidence be admissible in any Police Department proceeding to the effect that the officer refused to take a polygraph examination.

10. No officer shall be denied the opportunity to participate in secondary employment subject to the Department's right to restrict employment in such areas where a conflict of interest would exist. Such types of employment where a conflict could reasonably be determined to exist must be narrowly construed and delineated.

11. No officer shall be required or requested for purposes of assignment or other personnel action, to disclose any item of his/her property, income, assets, source of income, debts or personal or domestic expenditure (including those of any member of his/her family or household), unless such information is obtained under proper legal procedures or tends to indicate a conflict of interest with respect to the performance of his/her official duties.

ARTICLE X
WORK YEAR AND WORK SHIFTS

A. **Work Year**

The work year for all employees shall consist of 2080 hours.

B. **Work Shifts**

1. **Eight (8) Hour Shifts**

The work day shall consist of eight (8) hours per day.

2. **Ten (10) Hour Shifts**

- a. A permanent ten (10) hour work shift commencing on or about October 1, 2014 will be in addition to the eight (8) hour and twelve (12) hour shifts. It is understood that Officers may fall under this new ten (10) hour work shift. The hours of the ten (10) hour shifts shall be as follows:

- (1) 8:00 a.m. to 6:00 p.m.
- (2) 10:00 a.m. to 8:00 p.m.
- (3) 12:00 p.m. to 10:00 p.m.
- (4) 2:00 p.m. to 12:00 a.m.

- b. If the ten (10) hour shifts are discontinued for any reason, any contractual modifications that were made in order to implement the ten (10) hour shifts shall be null and void and not be considered as a "past practice" or precedent setting.

3. **Twelve (12) Hour Shifts**

- a. A permanent twelve (12) hour work shift commencing on or about October 1, 2014 will be in addition to the eight (8) hour and ten (10) hour shifts. It is understood that detectives will not fall under this new twelve (12) hour work shift. The hours of the twelve (12) hour shifts shall be as follows:

(1) 7:00 a.m. to 7:00 p.m.

(2) 7:00 p.m. to 7:00 a.m.

- b. If the twelve (12) hour shifts are discontinued for any reason, any contractual modifications that were made in order to implement the twelve (12) hour shifts shall be null and void and not be considered as a "past practice" or precedent setting.

ARTICLE XI
OVERTIME

A. Deputy Chiefs and Captains shall not be entitled for overtime for any hours worked in excess of their normally scheduled hours of work.

B. **Eight (8) Hour Shifts**

1. Overtime shall consist of all hours worked in excess of eight (8) hours per day or forty (40) hours per week.

2. Overtime shall be defined as any and all hours worked outside the normal hours per week, and shall include all such hours spent on emergencies, training sessions, all court appearances connected with and arising from their respective employment, and any other extra duty activities which require the employee's attendance.

3. All employees covered by this Agreement shall, in addition to their base salaries, shall be paid one and one half (1½) times their straight time hourly rate of pay, computed on the basis of a forty (40) hour week, including longevity, for all overtime hours worked. Overtime shall be paid bi-weekly together with, and in addition to, the employee's base salary.

a. At the employee's option, he/she may select compensatory time in lieu of paid overtime. The employee shall earn one and one-half (1½) hours of compensatory time for every one (1) hour of overtime worked. The employee may not accrue more than 480 hours of compensatory time which represents 320 hours of actual overtime work.

- b. All earned compensatory time currently accrued and held by the employee and shown and maintained by the City's police department shall be subject to the provisions herein.
- c. Employees will attempt to use their compensatory time within a "reasonable period" so long as its use does not "unduly disrupt" the operations of the police department. However, the Employer shall not use any means to coerce or regularly schedule an employee to use their compensatory time.
 - i. "Reasonable Period" for the purpose of this Article shall mean the customary work practices within the police department, including but not limited to (a) the normal schedule of work, (b) anticipated peak workloads based on past experience (c) emergency requirements for staff and services, and (d) the availability of qualified substitute staff.
 - ii. "Unduly disrupt" for the purpose of this Article shall mean the inability of the police department to provide services of acceptable quality and quantity for the public during the time requested without the use of the employee's services. However, mere inconvenience to the Employer is an insufficient basis for denial of a request for compensatory time off, but the Employer may deny a request for compensatory time if the granting of the request would cause overtime.
 - iii. Employees who are unable to use or select to use only a minimal amount of their accrued compensatory time shall be able to carry said time forward, so long as they do not exceed the maximum set forth in paragraph C (1) above.

- iv. Effective in 2010 and thereafter, subject to the Employer's ability to pay, employees shall be permitted to cash in all or part of their accumulated compensatory time at the employee's rate of pay at the time of the request for cash-in, except if an employee is terminating their employment with the City for any reason, then the employee will be paid in full pursuant to the employee's rate of pay upon termination/retirement.
4. All overtime shall be paid bi-weekly.
5. Overtime shall be computed, unless otherwise provided for, at the present rate and method of compensation on the following basis:

<u>Amount of Overtime</u>	<u>Compensation</u>
0-15 Minutes	No compensation
16-30 Minutes	.5 hours of compensation
31-60 Minutes	1.0 hours of compensation
Thereafter	Calculated in .5 hour segments

C. **Ten (10) Hour Shifts**

1. Overtime shall be paid for any time worked in excess of an employee's normal workday and/or work week and/or for any work on a scheduled day off. All overtime shall be paid bi-weekly.

D. **Twelve (12) Hour Shifts**

1. Overtime shall be paid for any time worked in excess of an employee's normal workday and/or work week and/or for any work on a scheduled day off. All overtime shall be paid bi-weekly.

2. **Training**: Attempts will be made to have officers attend training sessions or instruct training sessions during their normal work day. If this is not possible and officers must attend or instruct training sessions on their scheduled day off, they will receive salary or compensatory time at the officer's option at the overtime rate for any such time spent training or instructing or shall be allowed to switch days off.

3. **Kelly Time**

- a. Shall not be applied to nor included with an employee's accrued compensatory time base and shall be recorded and maintained in a separate account.
- b. An employee's annual allotment shall be credited to his/her account and available for immediate use as of January 1 of each calendar year. Kelly Time will be prorated should the individual leave before the end of a year.
- c. Employees shall have the option of selling back to the City all or part of their Kelly Hours. The employee shall notify the City of his intent to sell back their Kelly Hours no later than June 1 of the year of his/her intent to sell back hours and such payment shall be made by the City along with the first pay in October. Such payment shall be made at the option of the City based upon their financial ability to do so.

ARTICLE XII
ACTING OFFICER

A. Any employee who shall have been appointed to act for a senior officer, in the absence of such officer, and who shall have performed the duties thereof based for the following continuous period of days shall, thereafter, be entitled to compensation to such officer for time so held.

Eight (8) hour shift.....Thirty (30) continuous days
Ten (10) hour shift.....Twenty (20) continuous days
Twelve (12) hour shift.....After Twenty (20) continuous
shifts, compensated for all such
time so held

1. This shall not apply for absences due to vacation or holidays.
2. Officers who supervise a twelve (12) patrol shift shall be paid one (1) hour overtime per shift, regardless of the reason for the supervisor's absence.

B. This clause does not apply to, or for, those members of the Department who are acting in the place of an employee who is receiving pay upon termination, as defined in Article XVIII, Section H.

C. A record of all such Shift Supervisor assignments shall be maintained by the Chief of Police or his designated representative in order to document the appropriate compensation.

D. **Seniority:**

Seniority for all purposes shall be determined by the total length of service in the Police Department beginning with the employee's original date of appointment as a full time employee and not upon length of service in the City. If this definition

of “seniority” is inconsistent with the Civil service definition of “seniority” and the City is a Civil Service municipality, the Civil Service definition shall control.

2. Seniority within the SOA is based upon date of appointment in the SOA.
3. All employees hired below the rank of Sergeant who hold seniority according to their last date of full-time hire will have the responsibility of routing and tactical decisions whenever a ranking officer is not present or available to make decisions.
4. All employees who hold the rank of Sergeant will hold seniority to their date of appointment to their rank. Employees who have held their respective ranks for the longest period will be senior to all employees of the same rank.

ARTICLE XIII
STAND-BY TIME AND EMERGENCY TIME

A. **Stand-by Time** - All employees will receive one (1) hour overtime for every four (4) hours they are placed on stand-by. Employees can be placed on stand-by time by the shift commander or by the courts.

B. **Emergency Time** - Any employee called in to duty during his/her off time will receive a minimum of three (3) hours overtime.

ARTICLE XIV
VACATIONS

A. An employee, during his/her first year of employment, shall be entitled to one working day vacation for each month of service, up to and including December of his/her initial year. Thereafter, he/she shall be entitled to a paid vacation according to the following schedules:

1. Employees hired into the police unit prior to October 13, 1998:

<u>Years of Service</u>	<u>Vacation Hours</u>
One through five years service	136 hours
Six through ten years	160 hours
Eleven through fifteen years	184 hours
Sixteen through twenty years	208 hours
Twenty one through twenty-five years	240 hours

2. Employees hired into the police unit after October 13, 1998:

<u>Years of Service</u>	<u>Vacation Hours</u>
One through five years service	112 hours
Six through ten years	136 hours
Eleven through fifteen years	160 hours
Sixteen through twenty years	184 hours
Twenty one through twenty-five years	240 hours

B. It is the intent of this Article to assure personnel covered by this Agreement that they shall receive the maximum amount of actual vacation days to which they are entitled. Days on which they are normally scheduled to work shall be days they are given off. Days on which they are normally off that fall during the vacation period shall not be computed as part of the vacation.

C. If an employee becomes sufficiently ill so as to require inpatient hospitalization while he/she is on vacation, he/she may charge such period of illness and post hospitalization recuperation against sick leave at his/her option. Said employee must submit proof of hospitalization and a physician's certificate certifying as to the need for post-hospital recuperation.

D. At the discretion of the Chief of Police, vacation days may be split into time segments. The initial choice of the time of the year when vacations are to be taken by employees, subject to the approval of the Chief of Police, shall be determined on the basis of seniority amongst the ranks and within the ranks dependent upon the number of years of continuous departmental service. Those members electing to split their vacation shall choose the first segment of their vacation in accordance with the criteria stated above. Subsequent segments shall be chosen with the approval of the Chief of Police after all employees have made their initial selection.

1. Members will submit their vacation requests by January 25th each year. Vacation confirmations will be given to the members, in writing, no later than ten (10) working days following submission. If a member requests a vacation before January 25th each year, every attempt will be made to accommodate the member.

E. An employee who terminates his/her employment with the City, or whose employment is terminated by the City shall be entitled to vacation time and/or vacation pay on a pro-rated basis.

F. Employees shall not be recalled on their vacation days except in emergencies. In the event that an employee is called in for emergency reasons, he/she shall be paid double time for all hours worked with a guarantee of a minimum of four (4) hours.

ARTICLE XV

HOLIDAYS

A. **Holidays:** Holidays are deemed to include those as follows and are celebrated on the actual date of said holiday and not the date of observance:

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. President's Day
5. Good Friday
6. Easter Sunday
7. Memorial Day
8. Independence Day
9. Labor Day
10. Election Day
11. Veteran's Day
12. Thanksgiving Day
13. Day after Thanksgiving
14. Christmas Day

B. **Lieutenants:** Lieutenants working on a Holiday as specified above will receive overtime pay for working that Holiday. Any employee who works on any of the fourteen (14) holidays will receive additional compensation at an employee's overtime rate of pay for ½ of the total number of hours actually worked on each holiday unless those hours worked are overtime hours for which the employee would then be compensated at his/her overtime rate of pay.