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Contract Database Metadata Elements

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Employer Name: **Lackawanna, City of**

Union: **Lackawanna Police Benevolent Association (PBA)**

Local:

Effective Date: **08/01/02**

Expiration Date: **07/31/06**

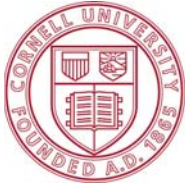
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POL/6826

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

LACKAWANNA POLICE BENEVOLENT ASSOCIATION

AND

CITY OF LACKAWANNA, NEW YORK

RECEIVED

JUL 13 2006

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

AUGUST 1, 2002 - JULY 31, 2006

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AGREEMENT, made this 30TH day of JUNE, 2005 by and between the CITY OF LACKAWANNA, NEW YORK, hereinafter referred to as the "City" and LACKAWANNA POLICE BENEVOLENT ASSOCIATION, hereinafter referred to as the "Association" or the "PBA".

WITNESSETH

WHEREAS, the parties desire to maintain harmonious relations and to work together for the public safety and desire further to establish equitable wage scales and standards and conditions of employment and to provide for collective bargaining and the arbitration of grievances and disputes, all in accordance with the Public Employees' Fair Employment Act of 1967, and

WHEREAS, it is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval,

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the City and the Association, acting through their duly authorized representatives, hereby agree as follows:

ARTICLE I - RECOGNITION AND RIGHTS

SECTION 1.01 - RECOGNITION

The City recognizes the Lackawanna Police Benevolent Association, hereafter PBA as the sole and exclusive collective negotiating agent for all civil service police officers, employed by the City of Lackawanna, but excluding the director of public safety, the chief of police, matron, cleaner, part-time personnel, seasonal personnel, temporary personnel and other personnel in an exclusively managerial-type position, exercising substantial control over the standards and working conditions of employees of the police division and who are so authorized to exercise such control.

SECTION 1.02 - ASSOCIATION RIGHTS

The City extends to the PBA, respecting police officers governed by this Agreement, the following rights:

- (A) To represent the officers in negotiations and in the settlement of grievances;
- (B) To membership dues deduction, upon presentation of dues deduction authorization cards signed by individual officers;
- (C) To unchallenged representation status.

SECTION 1.03 - DEFINITIONS

“Police officer” or “police officers” are defined as police personnel, employed by the Police Division of the City of Lackawanna, who are governed under the terms of this agreement.

“Command officer” or “command officers” are defined as police officers, governed by this Agreement, above the civil service rank of patrol officer.

“City” or “employer” is the City of Lackawanna and/or the City of Lackawanna Police Department, including the director of public safety as the department head, thereof.

“Seniority” means the total length of continuous service of a regular police officer, including time spent as a probationary officer or as a provisional officer, if transferred to a regular status within the City of Lackawanna Police Department.

“PBA” or “Association” means Lackawanna Police Benevolent Association.

SECTION 1.04 - GENDER NEUTRAL

This agreement is intended to be gender neutral. That is, the parties intend to include both males and females in this Agreement. Accordingly, the words “he”, “his” and “him” are meant to include “she”, “hers” and “her”, wherever appropriate.

ARTICLE II - UNION RIGHTS

SECTION 2.01 - DUES DEDUCTION

The City agrees to deduct on the second pay-period of the month, from the pay of each officer, covered by this Agreement, a sum of money equal to one month’s dues, which shall be paid to the PBA, provided, that at the time of deduction there is in the possession of the City a duly executed authorization card, signed by the officer authorizing such deduction. Such sum shall be paid to the PBA within thirty (30) days of receipt thereof. The PBA shall indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that may arise by reason of action taken or not taken by the City for the purpose of complying with any of the provisions of this Section.

SECTION 2.02 - ASSOCIATION BUSINESS

The City agrees to permit the president of the PBA or an alternate named by the president, upon authorization from the chief of police, a reasonable amount of time-off, without loss of pay, during normal working hours, to perform the duties of president and, in addition, to discuss, adjust and attempt to settle grievances and other alleged violations

of this Agreement. The president or the designated alternate, whose name shall be filed with the chief of police, shall be allowed to leave the post to which he is assigned in order to perform PBA business provided he has received permission and entered into the log the time at which he leaves and returns.

SECTION 2.03 - SHIFT PREFERENCE FOR ASSOCIATION PRESIDENT

The president of the association shall have absolute preference for the shift of his choice regardless of his seniority.

SECTION 2.04 - MEETINGS AND CONFERENCES

The president of the PBA and 3 other delegates of the PBA will be granted leave of absence, with pay, for not more than ten (10) scheduled work days, in each calendar year, to attend official meetings of the Western New York Police Association, the Police Conference of New York Convention and for other officially recognized conventions, seminars or conferences which are conducted for the benefit of the education of the PBA and its members. Such request will be made in writing and submitted to the chief of police at least sixty (60) days prior to such seminar and approval for such request will be given in writing at least thirty (30) days prior to the seminar or meeting.

ARTICLE III - FACILITIES

SECTION 3.01 - LOCKERS AND SHOWERS

The City will provide, at its expense, adequate lockers and showers for the use and benefit of police officers. These facilities will be kept in good repair by the City. No one except police officers will be permitted to use these facilities unless there are no other facilities in city hall available.

SECTION 3.02 - BULLETIN BOARD

The City will provide and maintain a separate bulletin board in the locker room for the exclusive use of the PBA. The City will also provide one-half of the space on the bulletin board, in the police station, for use by the PBA.

SECTION 3.03 - PBA OFFICE

The PBA will have the right to continue to use its existing office in the municipal building with the provision that should a critical need for that space arise it shall be forfeited only after the City has made a good faith effort to find another suitable office.

ARTICLE IV - UNIFORMS

SECTION 4.01 - UNIFORM ALLOWANCE

Each police officer shall receive an annual clothing allowance of \$599 which will be paid on an annual basis on the second pay period, in November, annually, and there will be no income tax withheld. In addition to this allowance when a probationary officer receives permanent appointment he shall be paid the sum of \$100 during the first year of such appointment.

SECTION 4.02 - DAMAGED UNIFORMS

The City will replace clothing or personal property which is lost or damaged in the performance of an officer's police duties in accordance with the standards established by the city council.

SECTION 4.03 - UNIFORM SPECIFICATIONS

Upon ratification of this contract the City will provide officers, at City's expense, new uniform shirts. These shirts will be dark blue in color and of a manufacturer and material set forth by the PBA. Uniformed officers will receive two long-sleeve and two short sleeve shirts. Plain-clothes officers will receive one long-sleeve and one short-sleeve shirt. Officers currently appointed to the rank of Captain will not be entitled to this provision and their uniform shall remain under its current specification.

ARTICLE V - SENIORITY AND RETIREMENT BENEFITS

SECTION 5.01 - ANIVERSARY DATE

For the purpose of computing salary or compensation it is agreed that anniversary dates, for all officers, shall be as follows:

- (A) If an officer's date of employment or promotion is from January 1 through March 31, the officer's anniversary date shall be January 1.
- (B) If an officer's date of employment or promotion is from April 1 through June 30, the officer's anniversary date shall be April 1.
- (C) If an officer's date of employment or promotion is from July 1 through September 30, the officer's anniversary date shall be July 1.
- (D) If an officer's date of employment or promotion is from October 1 through December 31, the officer's anniversary date shall be October 1.

SECTION 5.02 - FINAL YEAR OF EMPLOYMENT

Each officer, during his last twelve (12) months of employment shall be entitled to an increment of twelve percent (12%) of the officer's annual salary or twelve hundred dollars (\$1,200), whichever is greater. This sum shall be paid in equal installments during each pay period during the last year of service of the officer.

SECTION 5.03 - ADMINISTRATIVE OVERTIME

An officer may apply for administrative overtime if the officer has at least 19 years of service, subject to the provisions herein. Request for administrative overtime shall be made by December 1 of the year prior to the time that the overtime is to be paid. Administrative overtime shall be provided pursuant to appropriate guidelines, which will be established by the chief of police and the PBA and these guidelines shall become a part of this agreement.

Each officer shall be entitled to administrative overtime only once. Application for administrative overtime must be accompanied by a written notice of retirement. Upon acceptance of the application for administrative overtime, by the City, the accompanying notice of retirement will be considered to be binding and irrevocable. The application for administrative overtime and the notice of retirement shall be contractual and in the form of a signed statement prepared by the city law department as agreed to by the parties, hereto.

If an officer has 20 or more years of service and has made application in accordance herewith, the officer shall be paid the sum of \$2,500 on a monthly basis, paid equally during the last twelve (12) months of employment. Notice of intention to retire must be given to the City before the end of the fiscal year which precedes the year of retirement and payments will begin on or before August 1 of the year in which the officer retires.

The City shall not be liable to any officer who applies for said benefit except for payment pursuant to the provisions herein and the officer shall have no cause of action against the City, of any nature whatsoever, as a result of any ruling on the provisions hereof.

Officers who are involuntarily retired pursuant to the provisions of Section 207 of the General Municipal Law will not be entitled to administrative overtime.

Administrative overtime is defined as work, generally related to over-all management of the police department as opposed to work that directly involves law enforcement. By way of example, such work may consist of:

taking inventory of City property which is charged to the division of police;

up-dating property records in identification and the police vault;
assisting in the upkeep of records in the traffic office;
taking inventory of property recovered and turned in and the maintenance of records of such property;
preparation and maintenance of vehicle maintenance schedules;
maintaining overtime records and call-out sheets;
up-dating gasoline consumption records; and
such other assignments which are deemed, by the chief of police, to be of an administrative nature.

SECTION 5.04 - RETIREMENT BENEFITS AND
PREFERENTIAL OVERTIME

The City will continue to provide the present retirement benefits during the term of this agreement.

Any officer who has given notice to retire and has designated a retirement date, shall be given a preference for all overtime work up to a maximum of 160 hours during the year immediately preceding such retirement.

After such officer has accumulated 160 hours of overtime work he will revert to his normal position on the overtime list and will be governed by the normal call-out procedure presently in effect.

If an officer has availed himself of this benefit and thereafter desires to rescind or withdraw his notice of intention to retire, his right to rescind or withdraw will be at the option of the City. If the City permits the officer to rescind or withdraw his notice of intention to retire, such officer shall not, thereafter, be entitled to the benefits of this provision.

Each officer will be provided with the benefits provided by Section 384-E of the Retirement and Social Security Law.

Section 5.05 - Residency

After 12 years of continuous service, police officers will be allowed to reside outside the Lackawanna City limits and officers shall be assured that non-residency will not be a factor for purposes of promotion or job assignments.

ARTICLE VI - COMPENSATION

SECTION 6.01 - ANNUAL SALARY

The annual salary paid to police officers shall be increased as follows:

- (A) Effective August 1, 2002 – an increase of 2% in each position of salaries in existence at that time;
- (B) Effective August 1, 2003 – an increase of 2% in each position of salaries in existence at that time;
- (C) Effective August 1, 2004 – an increase of 2% in each position of salaries in existence at that time;
- (D) Effective January 1, 2005 – an increase of 2% in each position of salaries in existence at that time;
- (E) Effective August 1, 2005 – an increase of 4% in each position of salaries in existence at that time.

Retroactive salary increases will apply to officers who have left employment on or after August 1, 2002.

The annual salary for detective shall be \$1,600 above that of a patrolman at the same pay step. This amount shall be divided and paid on a bi-weekly basis.

The annual salary for lieutenant shall be 110% of the salary of a detective at the same step.

The annual salary for captain shall be 110% of the salary of lieutenant at the same step.

Officers appointed after the date this agreement is signed will be paid annual salary as follows:

<u>Time of Service</u>	<u>From Jan. 1, 2005 through July 31, 2005</u>	<u>From Aug. 1, 2005 through July 31, 2006</u>
Academy (Recruit)	\$26,000.00	\$26,000.00
Accredited Patrolman	\$40,772.87	\$42,403.79
1 year after Academy Graduation	\$42,695.75	\$44,403.58
2 years after Academy Graduation	\$44,618.59	\$46,403.33
3 years after Academy Graduation	\$46,541.45	\$48,403.11
4 years after Academy Graduation	\$48,464.31	\$50,402.88

SECTION 6.02 - SALARY ADJUSTMENT

Officers who are assigned to work other than the 5/2 – 4/2 work schedule, shall be granted 8 additional days-off or 8 additional days compensation. The option of taking these additional days-off or receiving compensation for the same shall be exclusively that of the City. Said additional days shall be credited at the rate of 2 days per quarter.

SECTION 6.03 - SHIFT DIFFERENTIAL

In addition to all other salary or other benefits police officers shall receive shift differential pay as follows:

Officers assigned to the A-Platoon (12 midnight to 8 a.m.) shall be paid a shift premium of 25¢ per hour. The C-Platoon (4 p.m. to 12 midnight) shall be paid a shift premium of 15¢ per hour.

SECTION 6.04 - LONGEVITY PAY

Officers will be paid annual longevity as follows:

<u>Length of Service</u>	<u>Amount</u>
After 5 years of service	\$200
After 10 years of service	\$750
After 15 years of service	\$815
After 19 years of service	\$950
After 24 years of service	\$1,100

Longevity pay will be divided and paid equally over the annual pay periods. For the purpose of computing longevity pay, "service" shall mean any employment as a full-time employee of the City of Lackawanna. Police officers employed after January 1, 1977 shall accrue "service from the first date of continuous employment as a police officer.

SECTION 6.05 - COURT PAY

When a police officer is required to make a court appearance at a time other than the officer's regularly scheduled work hours, the officer shall be credited compensatory time at the same rate as his hourly pay.

If court appearance is before a local court (City of Lackawanna) the officer shall be credited with minimum compensatory time of 3 hours or the actual time spent, whichever is the greater. If the officer is required to appear in a court not located within the City of Lackawanna, the officer shall be credited with 4 hours compensatory time or the actual time spent, whichever is greater.

SECTION 6.06 - MILEAGE

Officers who are required to use private vehicles on City business will be paid for such use at a rate established by the city council, providing the use is authorized by the City or the chief of police.

SECTION 6.07 - EXPENSES

Officers who are required to incur lodging expenses, while on duty or while acting in the furtherance of City business, will be reimbursed at the same rate which is in effect for other City employees. Officers will be reimbursed for lodging expenses on presentation of a valid lodging receipt. Lodging expenses will be paid when the chief of police has authorized incurrence or when an officer works overtime and such overtime has been authorized by the chief of police or his designee and the officer has been authorized meal expense. An officer who works less than 4 hours of overtime will not be entitled to meal expense, but an officer who is required to work 4 hours or more at the end of his shift will receive a meal allowance. The meal allowance shall be paid at the rate of \$5.00 for each occurrence and will be paid to the officer, by voucher, during the first week of the following month.

SECTION 6.08 - ACCUMULATION OF COMPENSATORY TIME-OFF

Each officer may accumulate compensatory time-off by overtime work and court appearances, up to 80 hours. Each officer may use the 80 hours accumulation pursuant to the personal leave policy in accordance with Section 10.01, herein, provided that use of said time does not cause an overtime situation to arise, and provided, further, that an officer may use said time in hourly increments at the option of the platoon lieutenant. Notwithstanding the above, the City will have the option of paying an officer for the value of any accumulated time by July 31 of each contract year. Such payment to be made at the officer's rate of pay.

SECTION 6.09 - HOLIDAYS

Officers shall be entitled to holiday pay allowance, annually, for the following holidays:

New Year's Day	Columbus Day (observed)
Martin Luther King Day (observed)	Election Day
Lincoln's Birthday	Veteran's Day (observed)
Washington's Birthday	Thanksgiving Day
Easter	Christmas Eve
Memorial Day (observed)	Christmas Day
July 4 th	New Year's Eve
Labor Day	

An officer who is required to work on an annual holiday shall be paid at a rate equal to one and one-half the amount of the officer's regular pay, except that an officer

who is required to work on New Year's Day, Easter Sunday or Christmas Day shall be paid at a rate equal to twice the amount of the officer's regular pay.

ARTICLE VII - DEATH BENEFITS

SECTION 7.01 - TRUST FUND

The City shall continue to maintain a trust fund for the benefit of members of families of officers who die in the line of duty. The funds shall be paid from the trust fund as follows:

Fifteen thousand (\$15,000) dollars to the surviving spouse or designated blood relative and ten thousand (\$10,000) dollars to each surviving child, provided however, the maximum amount payable to the spouse and surviving children shall not exceed the sum of thirty-five thousand (\$35,000) dollars.

In the event an officer leaves a surviving spouse or designated blood relative and more than 3 children, the spouse or designated blood relative shall be paid the sum of fifteen thousand (\$15,000) dollars and the surviving children shall equally share the sum of twenty thousand (\$20,000) dollars.

If an officer is survived by children but no spouse or designated blood relative, the sum of thirty-five thousand (\$35,000) dollars will be divided, equally among the officer's children, who survive.

SECTION 7.02 - DEATH BENEFIT

The City will continue to provide the benefits pursuant to Section 360b of the Retirement and Social Security Law.

ARTICLE VIII - HOURS OF DUTY

SECTION 8.01 - WORK DAY AND WORK WEEK

The standard workday shall consist of 8 consecutive hours and the standard workweek shall consist of 40 hours, beginning at 11:46 p.m. Saturday and ending at 11:45 p.m., the following Saturday.

SECTION 8.02 - TOURS OF DUTY

Patrol officers will be divided into 3 platoons which shall be:

Platoon A – 11:45 p.m. to 7:45 a.m.

Platoon B – 7:45 a.m. to 3:45 p.m.

Platoon C – 3:45 p.m. to 11:45 p.m.

The above time schedules will not be changed without the approval of the PBA.

SECTION 8.03 – DAYS-OFF

The City or the chief of police shall establish a work schedule to provide for rotating days off for patrol officers and detectives.

SECTION 8.04 - REPORTING

Each officer shall “sign-in” at the start of tour of duty and shall “sign-out” at the end of a tour of duty, in order to be paid for such tour.

SECTION 8.05 - OVERTIME

An officer who is required to work beyond his regularly scheduled hours shall receive compensatory time-off or compensatory pay at the rate of time and one-half the time worked or time and one-half of his regular rate of pay.

SECTION 8.06 - EXCHANGE OF TOUR OF DUTY

All police officers shall be allowed to exchange tours of duty with officers of equal rank, in accordance with the administrative guidelines as established by the chief of police. Request for exchange must be made in writing to the chief of police at least 3 days prior to the time the exchange is to be made.

Officers who exchange tours of duty, shall not be entitled to be paid at overtime rate for the exchanged hours worked. However, if an exchanged tour of duty results in the accumulation of normal overtime work, during that tour of duty, such overtime work shall be paid at the rate of time and one-half in accordance with Section 8.05 above.

SECTION 8.07 - SHIFT PREFERENCE

Patrol officers and detectives will be assigned to a steady platoon and each will have the right to choose his tour of duty based upon seniority and the ability to comply. Shift preference selection will be made once a year in accordance with the bidding schedule which will permit patrol officers and detectives to bid on platoon shifts.

The bidding schedule will run from midnight, December 1st until 12:01 a.m., December 10th. The platoon shifts, as determined by this bidding process, will be posted as soon as possible and assigned not later than 12:01 a.m., December 29th and implemented no later than 12:01 a.m. of the first Sunday of the New Year.

In bidding on a platoon, if there is a junior officer assigned to that platoon and the requesting officer is senior and has equal qualifications, selection will be based upon seniority. In the event a request for shift preference is denied to a senior officer and a junior officer is assigned to that position, the City will supply the senior officer with the

reason for denial and for granting the junior officer's request. Denial of a request for shift selection may be grieved in accordance with the procedure set forth in this Agreement and will be determined in accordance with the Atelson Arbitration Award, decided January 14, 1974 under Grievance #8a, 8b, 8c and 8d.

SECTION 8.08 - SHIFT RE-ASSIGNMENT

When temporary or permanent shift re-assignment is required all patrol officers and detectives will be afforded the right to bid for the re-assignment. Notice of re-assignment will be posted in accordance with the terms and conditions of this Agreement and assignment will be given to the most senior patrol officer or detective who requests such re-assignment.

ARTICLE IX - ANNUAL LEAVE

SECTION 9.01 - VACATIONS

Each officer will be granted annual vacation, during each calendar year as follows:

After 1 year of service	10 work days
After 3 years of service	15 work days
After 5 years of service	20 work days
After 10 years of service	25 work days
After 15 years of service	28 work days
After 20 years of service	30 work days

Upon reaching 22 years of service, an officer will be granted one additional annual vacation day for each year of service in excess of 22 years.

SECTION 9.02 - VACATION SCHEDULING

Generally, one patrol officer and one detective, from each platoon, will be granted vacation at the same time. The senior patrol officer and senior detective, from each platoon, shall be granted vacation preference if more than one officer and/or more than one detective requests vacation at the same time and if the granting of both requests is not possible. Whenever possible the City will grant vacation to more than one patrol officer and/or more than one detective, from a platoon, at the same time.

The City will post a vacation bid sheet between January 3 and January 17, each year, for that year. Vacation requests will be granted according to seniority and to bids made. The City may assign vacation time to officers who fail to bid or request a vacation time.

SECTION 9.03 - UNUSED VACATION OR COMPENSATORY TIME

At the time of retirement an officer will be paid the cash value of unused vacation standing to the officer's credit and for the value of unused compensatory time-off standing to the officer's credit. In the event of death such value shall be paid to the officer's beneficiary.

Officers appointed after July 1, 1997 may not accumulate more than six weeks of unused vacation time. The City has the option to redeem for value all unused vacation time, exceeding six weeks, which stands to the credit of an officer who was appointed after July 1, 1997. The option to redeem such vacation time may be exercised annually.

Officers shall also be permitted, at their option, to convert up to five vacation days per year into an authorized deferred compensation plan. Officers shall make known their intent to exercise this provision by providing written notice to the Director of Administration and Finance on or before December 31st. Payments will be made directly to the officer, or the City will withhold and make the deposit directly to the officer's deferred compensation plan, if so instructed to do so by the officer. All payments will be made on or before January 31st of the year following the exercise of this option.

SECTION 9.04 - USE OF VACATION TIME

Upon at least 2 weeks notice to the chief of police, officers can use vacation entitlement a single day at a time to a maximum of 20 vacation days, subject to the approval of the chief of police. Approval may be rescinded, up to and including the day-off which has been rescheduled, if replacing the vacationing officer will require payment to another officer at the rate of overtime. If this occurs or if a request to use vacation entitlement, one day at a time, is denied, the same will not be subject to Step 3 of the grievance procedure herein.

ARTICLE X - ADDITIONAL LEAVE

SECTION 10.01 - PERSONAL LEAVE

Each officer shall be granted 4 non-cumulative paid, personal leave days each year for the purpose of conducting personal business which is not otherwise covered by this Agreement.

The purpose of personal leave is to conduct business which is of such a nature that it cannot be conducted at a time except during the officer's regularly scheduled work hours. Requests for personal leave will be made to the chief of police at least 4 days prior to the time for the requested leave. In the event requested leave is denied the reason for denial will be given to the officer, in writing and request for such leave will not be unreasonably denied.

Unused personal leave will be added to an officer's accumulated sick leave for the following year or the value of unused personal leave may be paid to the officer, at the option of the City.

SECTION 10.02 - BEREAVEMENT LEAVE

Upon request a police officer will be granted leave of absence, not to exceed 5 days, due to death in the officer's immediate family which requires the officer's personal attendance. Such leave shall be without loss of pay or other benefits. Immediate family shall mean: parent, step-parent, spouse, child, step-child, grandchild, mother-in-law and father-in-law.

In the event of death of a police officer's brother, sister or grandparent, the officer shall be granted 3 consecutive days off and in the event of death of a brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt or uncle, the officer shall be granted a day off to attend the funeral. Such leave shall be granted without loss of pay or other benefits. No leave will be granted if the officer does not attend the funeral.

SECTION 10.03 - SHOOTING PROFICIENCY

Police officers will be allowed two paid hours per year to attain shooting proficiency during which time they will be allowed to use the police pistol range for such purpose.

ARTICLE XI - ILLNESS AND DISABILITY

SECTION 11.01 - SICK LEAVE

Each officer shall be granted 18 sick days per year which shall be credited at the rate of 1 ½ days each month. Each officer may accumulate up to 240 sick days but will not be allowed to use more than 200 sick leave days in a single year.

An officer who is on sick leave, vacation or who is disabled due to a condition related to this employment or who was absent or on leave with pay, or absent without pay for not more than 20 days in a calendar year, shall accumulate sick leave as if the officer had worked during such absence.

Officers shall be permitted, at their option, to convert up to eight sick leave days per calendar year to an authorized deferred compensation plan according to the following schedule:

0-6 days used per calendar year	up to 8 days deferred
7-9 days used per calendar year	up to 4 days deferred

Officers shall make known their intent to exercise this provision by providing written notice to the Director of Administration and Finance on or before December 31st. Payments will be made directly to the officer, or the City will withhold and make the deposit directly to the officer's deferred compensation plan, if so instructed to do so by the officer. All payments will be made on or before January 31st of the year following the exercise of this option.

SECTION 11.02 - PROOF OF ILLNESS

The chief of police may require confirmation of illness from a medical practitioner who may be the officer's personal medical attendant. The chief of police may require such confirmation of disability to be filed not later than 8 days after the commencement of disability before continuous sick leave, in excess of 6 days, is approved and allowed. Additional verification may be required in case of prolonged illness and the City will be entitled to physical examination by a physician of its own choosing.

An officer who is absent from duty shall report the reason for such absence to his supervisor before the date of such absence. Unauthorized and unreported absence will be considered absence-without-leave and deduction of salary for each such absence will be made for the period of such absence. Absence-without-leave may be grounds for disciplinary action in accordance with civil service law.

Confirmation of illness for officers reporting off sick shall be made by telephone verification with said officers, provided, however, that if an officer reports off sick more than two (2) consecutive days, confirmation of illness shall be made by personal visitation with said officer.

SECTION 11.03 - SICK LEAVE UPON TERMINATION

Upon retirement, disability or death an officer or the officer's designated beneficiary shall be paid the value of 90% of all unused sick days standing to the credit of the officer, based upon the value at the time of payment.

Officers appointed after July 1, 1997 will be allowed to accumulate all unused sick days which may be used in the future in accordance with the terms of this contract. However, upon termination or retirement these officers may redeem not more than 100 sick days at the time of termination or retirement at a rate of 90% of the officer's rate of pay at that time.

SECTION 11.04 - WORK RELATED DISABILITY

An officer who is disabled as a result of a work related injury or condition shall be paid full salary minus sums received, by the officer, through Workers' Compensation.

SECTION 11.05 - SICK LEAVE FOR FAMILY ILLNESS

Each officer may use up to 6 days, per year, of accumulated sick leave in the event of illness of a member of the officer's immediate family.

SECTION 11.06 - SICK BANK

The City will continue to provide a sick bank with a contribution of twenty-five (25) days to be compensation in the event of illness which exceeds an officer's accumulated sick time. Said bank shall be administered by a committee of five (5) members pursuant to regulations prepared by the City's law department and ratified by the committee. The committee shall consist of the city attorney, the city comptroller, the city's director of administration and finance and two members of the PBA designated by the president of the PBA.

ARTICLE XII - EDUCATION AND TRAINING

SECTION 12.01 - EDUCATION AND TRAINING

Upon authorization from the City, officers may attend police training facilities.

When attendance at training is required the chief of police shall arrange compulsory training programs in such a manner that police officers who are required to attend such courses may do so during regular scheduled work hours.

When courses, seminars and training programs are offered by Central Police Services, the director of public safety, the police chief and the training officer shall post notices of same on the police department bulletin board. Interested officers shall submit a written request to attend such courses to each of the above named individuals who are responsible for posting.

SECTION 12.02 - EDUCATION EXPENSES

An officer who is authorized to attend courses leading to a degree or a certificate in police science or criminal justice shall, upon completion of his course of education and upon presentation of evidence of successful completion, be reimbursed by the City for the cost of tuition.

SECTION 12.03 - SPECIAL TRAINING COURSES

Whenever a special course is to be conducted by an educational institution which may result in the improvement of the professional ability of an officer, and upon recommendation of the chief of police, the City will permit a reasonable number of officers to attend in a manner that will not interfere with the scheduling of personnel.

SECTION 12.04 - EDUCATION INCENTIVE PAY

Each officer who obtains a certificate or degree from an institution of higher learning shall receive annual education incentive pay as follows:

Associate Degree	\$200
Bachelor of Arts or Science	\$400
Masters of Arts or Science	\$500

Education incentive pay shall apply for all fields of study provided that the degree has been conferred through an accredited college or university.

A copy of the certificate or degree will be placed in the officer's personnel file.

SECTION 12.05 - RECERTIFICATION

Police officers who have been certified, in special fields of police service or training, shall be provided with the opportunity for recertification as may be required.

SECTION 12.06 - FIELD TRAINING INCENTIVE

Officers trained as Field Training Officers through Erie County Central Police Services or any other approved training school and that are assigned to work with a recruit officer during any tour of duty will be credited with two hours of compensatory time for each occurrence. This period will include any such time that is deemed as on-the-job training "OJT" for the recruit officer.

ARTICLE XIII - INSURANCE

SECTION 13.01 - HEALTH INSURANCE

The City will provide each officer with health insurance coverage as provided in the attached plan of benefits. The City reserves the right to change insurance carriers provided that the same level of benefits is maintained.

Dental coverage as provided by US Life Ultradent Dental.
\$500.00 hospitalization co-pays to be self insured by the City.

If an alternative plan is available and an officer elects such alternative coverage, the Officer is required to pay the difference between the cost of the alternative coverage, which is selected, and the cost of the insurance described above. The amount of such difference will be deducted from the officer's salary payment on the first pay period of each month.

Officers appointed after July 1, 1997 will be required to pay 15% of the premium costs of health insurance provided to the officer and/or the officer's dependants. Officers' contributions shall be deducted pretax on a bi-weekly basis.

When a police officer retires, the City will continue to provide and pay the premium for the same health insurance, which was provided, to the officer just prior to the time of retirement. However, when a retired officer reaches 65 years of age or in the event the officer is eligible for Medicare prior to age 65, the officer must obtain Medicare coverage.

The City will provide to an officer who retires, after the effective date of this agreement, the same type of health insurance, which was provided prior to retirement. The retired officer may elect to discontinue coverage, in which event the retired officer will be paid a sum equal to the City's cost of the health insurance premium, which was provided, plus any increases necessary to maintain such coverage.

ARTICLE XIV - VACANCIES AND ASSIGNMENTS

SECTION 14.01 - FILLING OF VACANCIES

If a new temporary assignment is created by the City, it may fill the position, unrestricted, for not more than 30 days.

If the position is not abolished after 30 days and the City has not received final Civil Service designation concerning the job classification, the controlling determination for temporarily classifying the position will be the classification of the officer assigned to the position by the then most senior officer requesting such assignment, having equal qualifications and holding the same permanent classification as the officer who had been assigned to that position will be allowed to assume the position. Since all police officers must pass the same examinations and possess similar qualifications the designation or description of such positions are not relevant.

When the City decides to fill a vacancy in an assignment which does not require a promotional civil service examination, notice of vacancy shall be posted on the Police Department bulletin board for 15 calendar days.

The notice of vacancy shall contain a list of reasonable qualifications for those who seek the position.

Officers who desire to be considered for such assignments will make their desire known by forwarding a signed notice to the chief of police and the director of public safety. Selection and assignment to the vacancy must be made from one of the three most senior and qualified officers who request the assignment.

SECTION 14.02 - OUT-OF-RANK PAY

In the event of a vacancy in a higher position, the most senior officer on the shift in which the vacancy occurs, will be assigned to fill the vacancy. The officer so assigned will be paid at the rate of pay for the position to which he is assigned. (This section will be interpreted in accordance with the Atelson Arbitration Award, January 14, 1974 related to Grievance #5 and #6.)

In the event a vacancy exists on a shift or platoon and it can be filled by an officer who is on duty, without reducing the required complement of assigned officers, the most senior officer assigned to that shift, who is qualified, will be assigned to fill the vacancy.

If a vacancy cannot be filled by an officer on duty, without reducing the required complement of officers, then the City will call an off duty officer to fill the vacancy from a list of qualified officers. If an officer who is called refuses to fill the vacancy or fills the vacancy, his name will be moved to the bottom of the list and the officer, next on the list, will move to the first position on the list and will be called for the next available filling of vacancy. Copies of the rotating call list with the number of hours worked, each month, by the officers on the list will be posted on the PBA bulletin board.

SECTION 14.03 - NARCOTICS BUREAU

The chief of police may create a narcotics bureau and may make assignments thereto, in his discretion without the necessity of complying with the seniority provisions herein contained or through the bidding provisions of this agreement.

ARTICLE XV - BILL OF RIGHTS

PURPOSE

The wide ranging powers and duties given to the police department and its officers involves them in all manner of contacts and relationships with the public. From these contacts may come questions concerning the actions of officers.

These questions may require investigation by superior officers designated by the chief of police. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following guidelines are promulgated:

SECTION 15.01 - NOTICE OF INVESTIGATION

An officer under investigation shall be informed by the chief of police, in writing, immediately, advising the officer of the purpose of the investigation including, but not limited to: the nature of the complaint against the officer and any written allegation made against him, etc. The City will provide to the officer any other information which may reasonably apprise the officer of the allegations against him.

If it is known that the officer is being interrogated as a witness and not as a target of the investigation the officer will be informed of that fact upon initial contact.

SECTION 15.02 - INTERROGATION

Interrogation of an officer shall be accomplished at a reasonable time, preferably when an officer is on duty, unless the exigencies of the circumstances dictate otherwise, in which event re-assignment of the officer will be accomplished. The officer will be compensated for time spent during and in preparation of interrogation.

SECTION 15.03 - PLACE OF INTERROGATION

Interrogation will take place at a location designated by the investigating officer.

SECTION 15.04 - LENGTH OF INTERROGATION

The length of interrogation shall be reasonable with reasonable respites allowed. Time will also be provided for the officer to attend to personal necessities, meals, time to make telephone calls and for rest periods. In no event will interrogation exceed 4 hours in a single day.

SECTION 15.05 - CONDUCT OF INVESTIGATION

An officer will not be subjected to offensive or abusive language, will not be threatened with transfer, dismissal or other disciplinary punishment and no promise of reward will be made as an inducement to answering questions.

SECTION 15.06 - RECORD OF INTERROGATION

The complete interrogation of an officer will be recorded either mechanically or by a department stenographer. There will be no "off-the-record" questions and recesses which are called during the questioning shall be recorded.

SECTION 15.07 - NOTICE OF RIGHTS

If an officer is arrested or likely to be arrested or if the officer is a suspect or the target of a criminal investigation the officer shall be apprised of the officer's rights in accordance with current decisional and statutory law.

SECTION 15.08 - POLYGRAPH EXAMINATION

Police officers will not be given polygraph examinations.

ARTICLE XVI - GRIEVANCE PROCEDURE

SECTION 16.01 - DEFINITION

A grievance shall mean any difference or dispute by any officer or group of officers as to the interpretation or application of any of the terms or conditions of this Agreement.

SECTION 16.02 - TIME LIMITATIONS

A grievance will not be entertained and will be deemed to be waived unless it is first presented within thirty (30) work days after the aggrieved officer knew or should have known of the act or condition upon which the grievance is based.

SECTION 16.03 - RESOLUTION OF GRIEVANCES

The mayor, or the mayor's designee, shall have all necessary authority to settle grievances, provided, however, that if an appropriation of money is required to settle or resolve a grievance, the grievance will not be settled or resolved until the City Council appropriates the necessary funds.

SECTION 16.04 - GRIEVANCE PROCESS

The mayor shall designate, in writing, to the PBA president, the name of the mayor's designee who will handle grievances, which designation shall remain in force and effect until the mayor notifies the PBA president of a change in designee. (Hereinafter the mayor's designed shall be referred to as "designee").

All grievances must be submitted to the said designee through a duly authorized representative of the PBA and the designee shall have 21 days from receipt of a grievance within which to respond or attempt to settle the grievance, which time shall include conferences with the PBA. Failure to settle dispute within said 21 days or to respond satisfactorily to the PBA, shall entitle the PBA to demand that the matter be submitted to arbitration. The 21 day period may be extended by mutual agreement of the designee and the PBA representative who submitted the grievance but the agreement to so extend the time must be in writing.

If the grievance is not satisfactorily resolved within said 21 days then the PBA shall have 14 calendar days from the 21st day following submission (or the agreed extension date, if applicable) to file the demand for arbitration. Failure to file said demand for arbitration, within said 14 days, shall constitute a waiver of the right to arbitrate and shall be deemed a withdrawal of the grievance by the PBA, with prejudice.

SECTION 16.05 - SELECTION OF ARBITRATOR

The arbitrator will be selected by mutual agreement of the City and the PBA. In the event the parties are unable to mutually agree upon an arbitrator then an arbitrator will be selected through the Public Employment Relations Board and in accordance with the procedure established by that Board.

SECTION 16.06 - AUTHORITY OF ARBITRATOR

The arbitrator shall not have the authority to amend, modify or delete any portion or provision of this Agreement and the arbitration hearing will be conducted in accordance with the rules and procedure of the Public Employment Relations Board.

SECTION 16.07 - COST OF ARBITRATION

The cost of arbitration and payment for the services of the arbitrator, including any and all expenses, shall be equally borne by the City and the PBA.

If either party institutes a proceeding to either confirm or vacate an arbitration award, the cost of the same will be in accordance with the direction of the court.

ARTICLE XVII - MISCELLANEOUS

SECTION 17.01 - ENTIRE AGREEMENT

The parties agree that this Agreement constitutes the entire agreement between them and that any provision previously made, which is not specifically contained herein is void

SECTION 17.02 - MODIFICATION OF AGREEMENT

No part of this Agreement may be modified or changed except by a written instrument signed and agreed to by both parties.

SECTION 17.03 - CONFLICT WITH AGREEMENT

Any departmental procedure or practice which conflicts with the provisions of this Agreement are null and void.

SECTION 17.04 - INDEMNIFICATION

The City will indemnify each police officer for claims made against the officer based upon false arrest, false imprisonment, civil rights violations and other torts within the indemnification coverage as contained in Section 50-j of the General Municipal Law and Section 1983 et. seq. of the U.S. Code.

SECTION 17.05 - SAVINGS CLAUSE

If any section, sub-section, sentence, clause, phrase or any portion of this Agreement is held to be invalid or unconstitutional such provision shall be deemed to be a separate, distinct and independent provision and such holding shall not effect the validity of the remaining portions of this Agreement which shall continue in full force and effect.

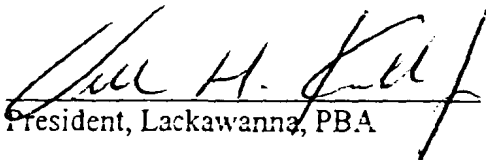
SECTION 17.06 - COPY OF AGREEMENT

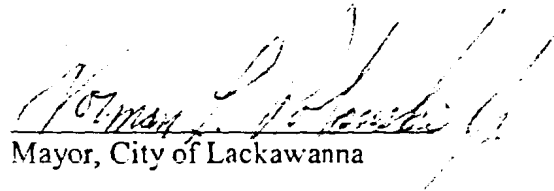
The City of Lackawanna shall furnish to all police officers a copy of this agreement.

SECTION 17.07 - TERM OF AGREEMENT

This Agreement, except as may be hereafter modified in writing, by both parties, shall be effective August 1, 2002 (retroactively) and remain in effect until July 31, 2006, or until such time as a subsequent agreement becomes effective.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 30TH day of June, 2005.


President, Lackawanna, PBA


Mayor, City of Lackawanna

CITY OF LACKAWANNA - POLICE DEPARTMENT

SALARY SCHEDULE

PATROLMEN	08-01-01	2% 08-01-02	2% 08-01-03	2% 08-01-04	2% 01-01-05	4% 08-01-05
STARTING (PRE-GRADUATION)	\$26,000.00	\$26,000.00	\$26,000.00	\$26,000.00	\$26,000.00	\$26,000.00
AFTER GRADUATIONS	\$37,667.83	\$38,421.19	\$39,189.61	\$39,973.40	\$40,772.87	\$42,403.79
AFTER 1 YEAR	\$39,444.27	\$40,233.16	\$41,037.82	\$41,858.57	\$42,695.75	\$44,403.58
AFTER 2 YEARS	\$41,220.68	\$42,045.09	\$42,886.00	\$43,743.72	\$44,618.59	\$46,403.33
AFTER 3 YEARS	\$42,997.11	\$43,857.05	\$44,734.19	\$45,628.88	\$46,541.45	\$48,403.11
AFTER 4 YEARS	\$44,773.53	\$45,669.00	\$46,582.38	\$47,514.03	\$48,464.31	\$50,402.88
DETECTIVES	\$46,238.14	\$47,269.00	\$48,182.38	\$49,114.03	\$50,064.31	\$52,002.88
LIEUTENANTS	\$50,861.96	\$51,995.90	\$53,000.62	\$54,025.43	\$55,070.74	\$57,203.17
CAPTAINS	\$55,948.15	\$57,195.49	\$58,300.68	\$59,427.97	\$60,577.81	\$62,923.49
CHIEF	\$65,708.20	\$67,022.36	\$68,362.81	\$69,730.07	\$71,124.67	\$73,969.66