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AGREEMENT

Between

THE BOROUGH OF BELMAR
COUNTY OF MONMOUTH, NEW JERSEY

And

THE BOROUGH OF BELMAR POLICEMEN'S BENEVOLENT
ASSOCIATION OF LOCAL NO. 50

JANUARY 1, 2000 THROUGH DECEMBER 31, 2003

Prepared By:

The Executive Board of the Belmar Policeman's Association

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Preamble

THIS AGREEMENT, made and entered into on this _____ day of _____, 2001, by and between the BOROUGH OF BELMAR, in the State of New Jersey, (hereinafter referred to as the "Borough"), and BOROUGH OF BELMAR POLICEMEN'S BENEVOLENT ASSOCIATION OF LOCAL NO. 50, (hereinafter referred to as the "PBA"), represents the complete and final understanding on all bargainable issues between the Borough and the PBA and is designed to maintain and promote a harmonious relationship between the Borough and such of its employees who are covered by Article I, Recognition, in order that more efficient and progressive public service may be rendered.

Article I

Recognition

A. The Borough recognizes the Borough of Belmar's Police Benevolent Association of Local No. 50 as the representative for the purposes of collective negotiations of all Patrolmen, Detectives, Sergeants, Lieutenants, and Captains employed by the Police Department but excluding the Chief, Special Police, Managerial Executives, Confidential Employees and all other Supervisory Employees within the meaning of the New Jersey Public Employer-Employees Relations Act and all other employees of the Borough of Belmar.

B. The titles of Patrolman, Detective, Sergeant, Lieutenant and Captain shall be defined to include the plural as well as the singular, shall include males and females and are synonymous with the word employees.

Article II

Management Rights

A. Except as specifically limited by this Agreement, the Borough hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing the following rights:

1. To the executive management and administrative control of the Borough government and its properties and facilities, and the activities of its employees;
2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof and in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Borough or the PBA of its rights, responsibilities and authority under R.S. 40 and R.S. 11A, R.S. 40A or R.S. 34, or any other national, state, county or local laws or ordinances.

Article III

Non-Discrimination

A. There shall be no discrimination by the Borough or the PBA against any employee on account of race, color, creed, sex or national origin.

B. There shall be no discrimination, interference, restraint, or coercion by the Borough of any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the PBA or because of any lawful activities by such employees on behalf of the PBA. The PBA, its members and agents shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the PBA.

Article IV

Grievance Procedure

A. PURPOSE

1. 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 this Agreement.

2. 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.

B. DEFINITION

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement, and may be raised by an individual, the PBA on behalf of an individual or individuals, or the Borough.

C. STEPS OF THE GRIEVANCE PROCEDURE

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 One:

(a) An aggrieved employee or the PBA on behalf of an aggrieved employee or employees or the Borough shall institute action under the provisions hereof within ten (10)

calendar days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor, for the purpose of resolving the matter informally. Failure to act within said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance. The association will be notified of any grievance filed by an individual employee.

Step Two:

(a) In the event a satisfactory settlement has not been reached, the employee or the PBA shall, in writing and signed, file his grievance with the Chief of Police within four (4) days following the determination at Step One.

(b) The Chief of Police shall render a decision in writing within five (5) days from the receipt of the grievance.

Step Three:

(a) In the event the grievance has not been satisfactorily resolved by Step Two, then within five (5) calendar days following the determination, the matter may be referred to the Mayor and council as a whole, who shall review the matter and make a determination within ten (10) calendar days from the receipt of the grievance. The time limit for filing a Step Three grievance may be extended by a mutual written agreement between the Councilman in charge of the Department of Public Safety, or in his absence, by another Councilman, and by the President or other authorized officer of the Association. Said extension shall not be longer than seven (7) days.

Step Four - Binding Arbitration

(a) If the Borough or the Association so desire, they may, within fifteen (15) days following the determination of the Mayor and Council, file for binding arbitration with the

Public Employment Relations Commission, and shall follow the rules and regulations of said Commission and the provisions of N.J.S.A. 2A:24-1 et seq.

(b) Failure to file with the Commission within such time shall be a bar to such arbitration.

(c) In the event the Association elects to pursue Civil Service Procedures, the arbitration hearing shall be canceled and the matter withdrawn from arbitration, and the Association shall pay whatever costs may have been incurred in processing the case to arbitration.

(d) The Borough reserves the right to file in writing a grievance on its behalf with the Executive Board of the Association concerning the activities of the Association or any of the members thereof. The said Executive Board of the Association shall conduct a conference with the representatives of the Borough within ten (10) days of filing of the grievance, and said conference representatives shall render a joint written determination within fifteen (15) days of the conference. If the grievance remains unresolved, the matter may be referred to binding arbitration in accordance with the procedures of Step 4 of this Article.

(e) Failure to respond at any step to the procedure above outlined by the Borough or its agents shall be deemed a negative response in either Step 1, 2, and 3, and upon the termination of the applicable time limits, the grievant may proceed to the next step. The same shall be true where the Borough grieves an action of the Association of any of its members. Written notice shall be given by either party in the above instances.

Article V

Maintenance of Operations

A. It is recognized that the need for continued and uninterrupted operation of the Borough is of paramount importance to the citizens of the Borough of Belmar, in the County of Monmouth and State of New Jersey, and that there should be no interference caused by Association or its members with such operation.

B. The PBA covenants and agrees that during the term of this Agreement neither the PBA nor any person acting on its behalf will cause, authorize, nor will any of its members take part in, any strike (i.e. the concerted failure to report for duty, or willful absence of a policeman from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of said Policeman's duties of employment), work stoppage, slow down, walk-out or other job action. The PBA agrees that such action would constitute a material breach of this Agreement.

C. The PBA agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow down, or other activity aforementioned or support any such action by any other employee or group of employees of the Borough, and that the PBA will publicly disavow such action and order all such members who participate in such activities to cease and desist from same immediately and to return to work and take such other steps as may be necessary under the circumstances to bring about compliance with the PBA's order. Nothing herein shall be construed to restrict the employees' rights under the First Amendment of the United States Constitution.

D. In the event of a strike, slow down, walk out, or job action, it is covenanted and agreed that participation in any such activity by any PBA member or any member represented by the PBA shall entitle the Borough to deem such activity as grounds for appropriate action, subject, however, to the application of procedures set forth by law.

E. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity or injunction or damages, or both, in the event of such breach by the PBA or its members.

Article VI

Sick Leave

A. DEFINITIONS

Sick leave is hereby defined to mean absence from post of duty of any employee because of illness, accident, exposure to contagious disease, attendance upon a seriously ill member of the employee's immediate family requiring the care of such employee, or absence caused by death in the immediate family of such employee.

B. SERVICE CREDIT FOR SICK LEAVE

All permanent employees, or full time provisional employees, shall be entitled to sick leave with pay based on their aggregate years of service.

C. AMOUNT OF SICK LEAVE

For the purpose of computing the earning of sick time, any full time employee whose first day of employment falls on the 15th of the month or prior, shall earn sick time as if working the entire month. Any employee whose first day of employment falls on the 16th of the month or thereafter, will not be credited with any sick time for that month. Sick leave with pay shall accrue to any full-time employee appointed after the effective date of this contract on the basis of:

1. The first year of service - one working day of sick leave with pay for each month of service.
2. After completion of the first year of service - 15 days of sick leave with pay in every calendar year thereafter.

3. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

4. In computing the amount of pay for sick leave, there shall be deducted from said amount the amount of money, if any, which said employee is paid in accordance with the laws of the State of New Jersey for temporary disability for any period for which said employee is entitled to such leave with pay.

D. REPORTING OF ABSENCE ON SICK LEAVE

If any employee is absent for reasons that entitled him to sick leave, his/her Desk Officer shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.

1. Failure to so notify his/her Desk Officer may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

2. Absence without notice for five (5) consecutive days shall constitute a resignation.

3. Any employee taking sick leave shall not return to work for at least twenty-four (24) hours unless the Chief of Police determines that an emergency exists requiring additional staffing, except for normal tour changes.

E. VERIFICATION OF LEAVE

1. An employee who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

a. In the case of an illness of a chronic or recurring nature causing an employee's periodic or repeated absence from duty for one day or less, only one medical certificate shall be required for every 6 month period as a sufficient proof of need of leave of absence of the employee; provided, however, the certificate must specify that the chronic or recurring nature of the illness is likely to cause subsequent absences from employment.

b. An employee who has been absent on sick leave for periods totaling seven (7) non-verified days in any one (1) calendar year consisting of periods of less than three (3) days, may be required by the Chief of Police to submit acceptable medial evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day or less, in which case only one (1) certificate shall be necessary for a period of six (6) months.

2. The Borough may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined at the expenses of the Borough, by a physician designated by the Borough. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize his or the health of other employees, except for periodic required physical and mental examinations. Only in such cases will the Borough be required to pay for physician's expenses or fees.

3. A doctor's certificate shall be required as verification of the illness of a member of the employee's immediate family seriously ill requiring attendance of such employee:

a. Immediate family for the purposes of the use of sick leave shall mean only those relatives who reside in the employee's household.

b. Pregnancy of spouse or childbirth shall not be included as a person seriously ill, unless there are medical complications proved by a doctor's certificate.

F. BEREAVEMENT LEAVE

1. Employees shall be granted up to three (3) days of leave without loss of pay in the event of a death in the employee's immediate family. For purposes of this section, immediate family shall include brother, sister, father, mother, grandmother, grandfather, father in law, mother in law, son in law, daughter in law and step relatives of the same degree. Such leave shall be limited to three (3) consecutive work days, of which one of the days will be the day of interment, unless it is mutually agreed to otherwise in writing by the Chief of Police and the employee. Should a death occur prior to an employee's scheduled vacation, and the Department is so notified of said death in family by the employee, the employee may opt to substitute bereavement leave, as described above, for vacation leave, thereby allowing the employee to reschedule vacation leave.

2. Employees shall be granted leave without loss of pay for one (1) day of the funeral in the event of the employee's grandchild, aunt, uncle, nephew, niece, brother in law, sister in law, cousin of the first degree and step relatives of the same degree.

3. In case of death as enumerated in Subsections 1 and 2 of Section F above, under the requirements of this Article and any reasonable proof required by said employee's department head shall be sufficient.

4. Exceptions to the rule set forth by Section F may be made at the discretion of the Chief where the deceased is buried in another city and the employee would be unable to return in time for duty with the leave granted.

5. Employees will be notified by April 15 of the amount of their accumulated sick leave credits, including partial reimbursement credits pursuant to Article VI(b), at the end of the preceding calendar year.

6. An employee who suffers the death of a current spouse or biological child will be entitled to 10 days' leave with pay due to such loss.

Article VII
Partial Reimbursement for Unused
Sick Leave

A. As of December 31, 1977, total credits for unused sick leave shall be computed for each employee as follows:

1. Total number of sick days not used by employee from beginning of employment multiplied by the average daily earnings rate for the period beginning January 1, 1968 (or the actual day of permanent employment, if after January 1, 1968) and ending December 31, 1977.

a. The total number of sick days not used shall be determined by subtracting the actual number of sick days used from the beginning of employment to December 31, 1977, from the total number of sick days which an employee has earned for the same period. Days earned shall be computed at one day for each calendar month in the first year of employment and fifteen (15) days per year for each subsequent year.

b. The daily earnings rate in each year shall be determined by dividing the total base pay as reported each calendar year to the respective pension systems by 260. Total pay reported to the pension systems includes base pay plus longevity and educational increments which are paid bi-weekly in the same manner as base pay.

c. The average daily rate from January 1, 1968, (or the actual day of employment if after January 1, 1968) and ending December 31, 1977. Shall be determined by totaling the daily rates calculated for each year by Paragraph A-1-b preceding and dividing the number of years from January 1, 1968, (or from the actual date of employment) to December 31, 1977.

B. For each calendar year subsequent to December 31, 1977:

1. The difference between the number of sick days used and the fifteen (15) allowance sick days shall be added or subtracted from the total number of sick days as determined by Subsection A-1-a preceding.

2. The daily earnings rate for such year, as determined as provided by Subsection A-1-b preceding shall be added to the total of the wage rates for the prior year and the actual date of employment to December 31st of the year in order to establish an new average daily earnings rate.

3. If the number of sick days used in such calendar years exceeds fifteen (15), the difference shall be multiplied by the average earnings rate computed as of December 31st of the prior year and then deducted from the total credit for unused sick leave as determined by Section A-1.

4. If the number of sick days used in such calendar year is less than fifteen (15), the difference shall be multiplied by the earnings rate of the current year and added to the total credit for unused sick leave.

5. For each subsequent year, the beginning total credits shall be the total as of December 31st of the previous year as determined by subsection B-3 preceding.

C. At the time of retirement or death of employee, the partial reimbursement for unused sick leave shall be as follows: 50% of total credits from unused sick leave.

D. The present Police employees of the Borough of Belmar, as of the end of the year 1977, have the following number of accumulated sick days, average daily rate and total credits as of the 31st day of December, 1977:

<u>Name</u>	<u>Number of Average Accumulated Sick Days</u>	<u>Daily Rate</u>	<u>Total Credits</u>
Allen, F.	45 1/2	39.09	\$1,778.60
Giresi, G.	108 1/2	39.92	\$4,331.32
Winters, G.	74	40.96	\$3,031.04

E. Notice of Retirement

1. The retiring employees shall notify, in writing, the Borough Clerk of his intention to retire no later than the 31st day of December of the year preceding his contemplated retirement so that the Borough may arrange for said payment to be included in the budget for the year of contemplated retirement.

2. Failure to file said notice as indicated may cause said payment to be deferred by the Borough to the following year.

3. Retirement shall be such as is defined in the statutes of the State of New Jersey and the case law interpreting the same.

4. Any earned partial reimbursement for unused sick leave shall be paid to the deceased officer's estate in accordance with the formula previously set out in the within section.

F. The partial reimbursement for unused sick leave payment provisions of the within contract shall not be the subject of any future negotiated agreement of the Borough of Belmar with its police employees, unless mutually agreed to in subsequent negotiations by both parties.

Article VIII

Holidays

A. All employees covered by this Agreement shall receive a full day's pay or compensatory time off (at the option of the employee) for each of the following thirteen (13) holidays during the calendar year. Said holidays are listed as follows:

January 1

February 12

Third Monday in February

Good Friday

Last Monday in May

July 4

First Monday in September

Second Monday in October

First Tuesday after First Monday in November

November 11

Fourth Thursday in November

December 25

Martin Luther King's Birthday

B. Employees of the Police Department shall receive a full day's pay for any special holiday designated by the Commissioners of Belmar for all other municipal employees.

In the event the Mayor or Council President should elect to close the Borough offices due to the inclement weather or a State of Emergency, those employees working between the hours of 9:00 a.m. to 4:30 p.m. will receive compensatory time for the amount of time the Borough offices remained closed. This compensatory time must be scheduled with the approval of the Chief of Police or his designee.

C. The parties agree that the members of the bargaining unit shall exercise their option to take holiday time as paid or compensatory time as allotted by this Article. The choice will be made during the month of January in the year the holidays are earned. Those who choose to take compensatory time off shall make their election on the basis of seniority before January 1st of each year in order to facilitate scheduling. In the event an employee shall elect to take pay instead of compensatory time off for his holidays he will submit a voucher for payment and those vouchers will be honored as heretofore by the Borough. In the event a member of the bargaining unit elects to change the day off selected on the schedule, he must apply a reasonable time beforehand and such requests shall not be unreasonably denied.

Article IX

Vacations

A. Employees shall earn annual leave for vacation purposes on a calendar year basis with pay in accordance with the following schedule:

1. Up to one (1) year of service - one (1) working day vacation for each month of service.
2. After one (1) year of service and through seven (7) years of service - 12 working days of vacation.
3. Beginning eighth (8) year of service and through twelfth (12) year of service - 15 working days of vacation.
4. Beginning thirteenth (13) year of service and through to seventeenth (17) years of service - 20 working days of vacation.
5. Beginning eighteenth (18) year of service and through twenty-second (22) year of service - 25 working days of vacation.
6. Beginning twenty-third (23) year of service and up to the beginning of twenty-seventh (27) year of service - 30 working days of vacation.
7. In the final year of service - all employees 1/12 of annual vacation for each month of service in final year. For the purposes of computing the earning of vacation time, any full-time employee whose first day of employment falls on the 15th of the month or prior shall earn vacation time as if working for the entire month. An employee whose first day of employment falls on the 16th day of the month or thereafter, will not be credited with any sick or vacation time for that month.

B. Department heads shall be charged with setting up a mandatory vacation schedule to be submitted to the Director for written approval. Individual changes in said schedule will not be granted without the written approval of the department head and the Director.

C. Earned vacations may not be accumulated into subsequent calendar years without the approval of the department head and the Director.

D. An employee who has returned from extended military leave or other extended leave of absence without pay, or has been reemployed or reinstated shall be considered a new employee for the purposes of determining vacation eligibility.

E. Vacation leave shall not be taken in less than one-day periods unless permission is granted prior thereto by the department head or the Director.

F. In order not to hamper proper and efficient police operations, the parties agree that the scheduling of vacations must be left to the employer, but the following conditions will be observed in such scheduling:

1. Seniority, being defined as an employee's continuous uninterrupted length of service since his last date of hire, shall govern the selection of vacations. Only one officer shall be permitted to be on vacation in July and only one officer shall be permitted to be on vacation in August. The selection of vacations in both July and August shall be based upon seniority with the most senior officers having the initial choice. Upon being afforded the option to take a July or August vacation, and either taking or declining same, those senior officers shall be placed below all junior officers for the next selection of July or August vacation. Employees would not be eligible for vacation picks in July or August until they have completed five (5) years of service. This will affect employees hired after January 1, 1996.

2. Employees shall have the option of splitting their vacation period with another agreeable employee with the authorization of the Chief of Police.

G. Any employee not using any sick leave time between January 1 thru June 30 shall receive two (2) vacation days and between July 1 through December 31 shall receive two (2) vacation days. The two time frames allow two (2) separate vacation days each for a total of four (4) days to be used in the next calendar year. These additional days shall be used in the year credited and shall not be cumulative.

H. Accrued vacation time (vacation time, holidays, personal days when taken together as vacation) shall be taken in the following year in which the employee earns that time. The vacation period would then run from January 1 through December 31 of the calendar year.

I. Any employee moving from one vacation step to another step shall have the additional time prorated accordingly to the months in the new step. This time shall be calculated on the 1/12th method; 1/12th for each month based on the increased number of days in the new step.

Article X

Clothing Allowance

A. Effective January 1, 2002 clothing allowance will be increased to \$880. Officers will be requested to use a voucher system with the designation of two vendors. The officers will be required to spend each year five hundred (\$500) dollars and will be permitted to carry forward to the next year \$380. Officers permanently detailed to the Detective Bureau will be permitted to purchase civilian clothes.

The parties agree that employees assigned to the Detective Bureau and/or required to go to court may use \$150 of the remaining \$380 towards the purchase of civilian clothes.

B. The Borough of Belmar will reimburse any employee, exclusive of the clothing allowance, for clothing and equipment damaged in the line of duty without fault or negligence on the part of said employee, subject to the reasonable approval of the Chief of his designee.

Article XI

Legal Defense

A. In accordance with N.J.S.A. 40A: 14-155, whenever a member or officer of the Police Department is a defendant in any action or legal proceeding arising out of or incidental to the performance of his duties, the governing body of the municipality shall provide said member or officer with necessary means for the defense of such action or proceeding, but not for his defense in a disciplinary proceeding instituted against him by the municipality or in a criminal proceeding instituted as a result of a complaint on behalf of the municipality. If any such disciplinary or criminal proceeding instituted by or on complaint of the municipality shall be dismissed or finally determined in favor of the member or officer, he shall be reimbursed for the expense of his defense.

Article XII

Longevity

A. Longevity pay is the percentage of the current annual base salary and shall be paid to each permanent, full time employee on the following basis:

1. All permanent, full time employees shall receive longevity pay effective as of the first day of the first full month of service after permanent appointment as follows: On completion of five (5) years of service – 2 % of base pay not including overtime. On completion of ten (10) years of service – 4 % of base pay not including overtime. On completion of fifteen (15) years of service – 6 % of base pay not including overtime. On completion of twenty (20) years of service – 8 % of base pay not including overtime. On completion of twenty- four (24) years of service – 10 % of base pay not including overtime.

2. Date of permanent appointment shall mean the effective date of regular appointment by the Department of Personnel of the State of New Jersey. Where no list has been established by the State Personnel Department and a provisional appointment is made, the date of regular appointment shall be considered the date of provisional appointment when the provisional appointee is later approved as a regular appointment by the State Personnel Department. Years of service need not be continuous. Net time in a permanent full time appointment shall be used to arrive at the number of years of service.

Article XIII

Overtime

A. Overtime shall be defined as time worked in excess of eight (8) hours in a calendar day or one hundred twenty (120) hours in a three week work cycle, including Summer Task Force Duty assignments, except that time worked in excess of eight (8) hours in a calendar day shall not be considered overtime if it occurs on the first day of a regular shift change scheduled in accordance with Article XXIV. In addition, time worked in excess of forty (40) hours in a Monday through Sunday workweek shall be treated as overtime.

B. Overtime shall be compensated at a time and one half rate. The employee shall have the option of being compensated in cash or compensatory time. If the compensatory time option is elected, the employee shall be credited with one and one half hours of compensatory time each hour of overtime worked.

C.1. Each employee shall be allowed to accumulate a maximum of One Hundred and Twenty (120) hours of compensatory time off. Said compensatory time off may be carried over from year to year, provided the total hours accumulated at any time equals no more than One Hundred and Twenty (120) hours. Effective January 1, 2002, employees may utilize no more than 160 accrued compensatory hours during any calendar year. No more than 5 days or 40 hours in total may be tacked on as a block to an employee's vacation period. In addition, an employee may "tack on", in no more than 2 day blocks, an additional total 4 days or 32 hours of compensatory time on to an employee's existing scheduled vacation. Employees will not be permitted to "tack on" holidays or personal days to vacation periods; the only "tacking on" to vacation periods permitted is as set forth above. The employee will provide, at minimum, the notice required in Section C.2 below to the Police Department for the "tacking on" of compensatory time to scheduled vacations.

C.2. If an employee requests a day off for use of compensatory time as described in Section C.1 above, that request must be submitted to the Police Department by handing in a

completed compensatory time use form to the superior officer in charge of scheduling at the time of application no less than 168 hours before the start of the shift for which the compensatory time is to be utilized. If the officer in charge is not available at the time of submission, the employee may hand the request to the dispatcher working at that time.

If management incurs an overtime expense as a result of the requested time off, then this time will be deducted at a time and a half basis. If management does not incur an expense, then this time will be deducted at an hour for hour basis. Management still maintains the right to deny a time off request for just cause. This paragraph shall be effective prospectively upon the signing of this agreement (9/10/97).

C.3. The Borough agrees to adopt an ordinance that will raise Private Employment of Off-duty Police Personnel to a rate of thirty-five dollars (\$35.00) per hour. The ordinance will raise Private Employment of Off-duty Police Personnel to a rate of thirty-five dollars (\$35.00) per hour. The ordinance will be the same as Ordinance No. 5-2.6 except for the rate change. The Borough will receive four dollars (\$4.00) per hour for handling fees. (See Schedule B annexed).

D. Any regular member of the Department called in on off-duty hours will be guaranteed a minimum of two (2) hours of pay, provided call in duty is not continuous with said employee's regularly scheduled tour of duty.

E. Overtime shall be assigned in accordance with the following procedures:

1. Management may assign overtime in order to replace an absent officer or whenever the needs of the Department require.

2. Overtime shall be assigned on a voluntary seniority rotation basis provided, however, that management may make involuntary overtime assignments if there are any insufficient number of volunteers.

3. Management shall offer overtime to regular members of the Department when the assignment is made to fill a vacant regular police post. For purposes of this section, a regular police post is one to which a regular police officer has been assigned by the existing work schedule but shall not include any sub posts, detective posts or motorcycle posts. A vacant post is defined as one where an officer has been taken off because of the use of sick leave, accumulated compensatory time, personal day or the use of a vacation day which is used other than during the officer's vacation time.

4. Except for unanticipated events for which the Chief of Police has shorter notice the Chief shall post overtime manpower lists for volunteers at least fourteen (14) days in advance of all major weekends and all advertised special events hosted by the Borough of Belmar as specified in the Borough Resolutions.

5. The Chief of Police will attempt to fill manpower needs through volunteers on the normal overtime list. If no volunteers are found, the most junior officer who is off that day (the shift prior and the shift after) will be ordered in on a rotating basis. This procedure is only applicable to those situations when the Chief of Police determines that additional overtime manpower is needed.

F. An employee may exchange days or hours of duty tours with any other qualified employee of the Police Department pursuant to the procedures set forth below.

Requests for approval (which shall be made in writing when possible) of such exchanges must be made to the Patrol Commander, who shall use reasonable discretion in granting or denying the request in accordance with the needs of the Department. If the Patrol Commander is not available to respond to a written request, the officer may contact the Patrol Commander by telephone between the hours of 9:00 a.m. and 9:00 p.m. only.

G. Requests for compensatory and / or personal leave shall be granted according to the following guidelines.

1) On the three (3) major weekends, Memorial Day, July 4th, and Labor Day, personal leave and compensatory time requests must be filled. If they are not filled they are canceled. It's understood that not more than two (2) officers may request a compensatory day and or personal day unless all overtime slots posted by the department are filled by volunteers, in which case one (1) officer per shift, total of three (3), may request a personal day and / or compensatory day.

2) On all other weekends the past practice, which is that a request for time off will only be granted if the vacancy thereby created can be filled by the Department with another qualified employee, shall continue for the granting of personal leave and / or compensatory leave. Such leave shall be granted if the vacancies are filled. If the Chief of Police decides to fill the vacancy and no volunteers are found, the request will be denied.

3) No personal leave and / or compensatory leave will be granted on Greek Sunday absent extraordinary circumstances.

4) At least one (1) superior officer shall always be available for every shift during the period between Memorial Day and Labor Day.

Article XIV
Bulletin Boards

A. A bulletin board shall be made available by the Borough for the use of the PBA for the purpose of posting PBA announcements and other information not of any inflammatory or derogatory nature. The Borough may have removed from the bulletin board any material which does not conform with the intent of the above provision of this Article.

B. No Borough job vacancies shall be posted on said bulletin board except with written permission of the Borough.

Article XV
Probationary Employees

A. Upon temporary appointment of a regular officer, the Borough Clerk of Belmar shall withhold in escrow the estimated pension of said employee until his permanent appointment, at which time said money will be applied to said employee's pension.

B. Written notice shall be sent to the employee with respect to the status of the escrow account semi-annually.

Article XVI

Salaries

- A. Salaries for employees covered by this agreement shall be as set forth on Schedule A annexed.
- B. Superior officers' salaries shall be calculated by adding a seven (7%) percent rank differential to the top base pay of a top step patrolman. The base rate of a lieutenant shall be calculated by adding seven (7%) percent to the base rate of a sergeant and the base rate of captain shall be calculated by adding seven (7%) percent to the base rate of a lieutenant.
- C. Employees assigned as detectives shall receive, in addition to other compensation provided in this agreement, the salary as determined by Schedule A attached hereto.

Article XVII

Educational Compensation and Incentive Pay

A. Educational Compensation

1. An annual amount of \$750.00 shall be granted to any member of the Police Department who has achieved an Association Degree or is entering his junior year at an accredited college or university, with his primary studies up to the time of entry for securing of an Associate Degree having been in the field of criminal justice or police science or police administration.

2. To be eligible for this educational dollar amount, a member must have completed three (3) years in the Belmar Police Department as of January 1 of the year in which the dollar amount is to be given, and must have fulfilled the requirements stated above by February 1 of the year in which said dollar amount is awarded.

3. The dollar amount shall be added to the base pay and shall be paid in the same manner.

B. Incentive Pay

In order to encourage employees to develop specialized skills of value to the Department beyond the skills required of every police officer, a skill incentive pay program is established as follows:

1. Employees may qualify for skill incentives in the following areas, with maximum number permitted to qualify for any area as indicated:

<u>Skill Area</u>	<u>Maximum Number of Qualifiers</u>
Physical Fitness	20
Shooting Proficiency	20
Breathalyzer	6
Photography	6
Instructor Certificates	6
Tactical Unit	6
Scuba Unit	6
Traffic Safety-Safety Patrol	6
Crime Prevention / Explorers	4

2. Criteria for qualification in each skill area shall be developed in negotiations between the parties and shall be made part of this Agreement. (See addendum dated 11/4/83 and made part of).

3. Each employee may elect to qualify in up to four (4) areas, provided, however, that any employee qualifying in four (4) areas must include physical fitness and be certified in CPR Management shall provide the necessary training for certification in CPR.

4. Qualifying shall be on a first come, first serve basis in those areas for which a maximum number of qualifiers has been set provided, however, that if more than one employee seeks approval as qualified in the same skill area at the same time, seniority shall prevail.

5. Incentive payments shall be made in a single annual lump sum not later than November 15th. The incentive payments will not be treated as part of the base pay.

6. Incentive payments shall be made at the rate of Two Hundred (\$200.00) Dollars per year for each skill area in which an employee is qualified for each year of this Agreement.

7. Effective January 1, 2001 there will be an incentive payment of \$325.00 annually for each employee who qualifies for "First Response" certification.

8. Officers must achieve a 93% or better score to obtain the shooting incentive. The first two scoring opportunities only in the fall shooting qualification period shall count for purposes of qualifying for the shooting incentive.

9. Pursuant to preparation for the Physical Fitness Incentive, all employees seeking to obtain said Physical Fitness Incentive will be required to participate in the Police Department's physical fitness program. Participation is mandatory. This program will involve employees' engaging in physical fitness activities during or after work hours. Employees will be required to spend at least 80 hours per year in the Department's workout facilities (which time can be accumulated either on duty or off duty), or an outside facility/venue provided the officer contacts the Department and notifies them of his/her starting and ending time. Such physical fitness training outside the Department's workout facility is subject to verification by the Department during the period of physical activity, and the Borough will make a reasonable effort to accord each employee (except for employees on extended leaves of absence) the opportunity to spend at least 80 hours per year in the workout facility. The Department's shift commanders will arrange, when possible and as impacted upon by operational manpower needs, for officers to spend no more than 1 hour per session (and no more than 3 one hour sessions per week) at the Department's workout facility. In addition, again assuming that the employee is not on an extended leave, every police officer will spend at least 10 hours per calendar year quarter during work time at the workout facility.

a) The intent of the physical fitness evaluation and training program is to encourage police officers to participate in a physical fitness program for that year.

b) In order to be eligible for the physical fitness incentive payments, the officer must pass the fall physical fitness test with a score of 3.3 out of a possible 5.0 effective with the signing of this agreement. For any tests given prior to the signing of this

agreement, 3.0 shall be considered the score necessary to achieve to be eligible for the incentive payment.

c) Should an officer be unable to participate, for reasons of injury, illness, suspension or other just cause in the spring evaluation or fall final test at the time it is offered, the Department will make reasonable accommodations to allow that officer to take either the spring evaluation or fall final test on an alternate date. The fall final test shall not be delayed beyond December 31st of each year.

d) The spring evaluation and fall final test shall be based on the Federal Bureau of Investigation Focus-On-Fitness Program, Fitness Indicator Test, attached to this agreement, without any variation but shall exclude the body composition assessment and flexibility (sit / reach) components of the test.

e) A physical training test committee shall be formed to look into possible changes to the criteria of the spring evaluation and fall final test. The committee shall be comprised of one (1) representative of management, the department's physical training instructor responsible for administering the test and one (1) representative of the Belmar Policeman's Association. Any changes to the spring evaluation or fall final test must be approved by a unanimous vote of the committee.

f) The language set forth in this article concerning the physical fitness and shooting proficiency incentives is intended to supercede and replace the physical fitness and shooting proficiency incentive criteria outlined in the addendum to this agreement dated November 4, 1983.

Article XVIII
PBA Responsibilities

A. The PBA shall be responsible for acquainting its members with the provisions of this Agreement.

Article XIX

PBA Rights

A. Subject to the manpower needs of the Department, official delegates of the PBA up to a maximum of two (2) will be granted leave with pay in accordance with the provisions of N.J.S.A. 11A:2C-4 for the purposes set forth therein. The granting of such leave with pay shall not be unreasonably withheld.

B. PBA activities, in addition to the rights of representation set forth in the Grievance Procedure, may be conducted on Borough property provided such activities do not disrupt normal work operations and provided permission to engage in such activities has been granted in advance by the borough. Such permission shall not be unreasonably withheld.

C. The PBA shall notify the borough or its designees of the names of current PBA officers responsible for processing grievances.

D. The employer shall permit the mutually agreed upon number of members of the Association Negotiating Committee to attend collective bargaining sessions during the duty hours of said designated members. However, only two (2) members of such Committee shall be permitted to attend such sessions without loss of pay for a period of three (3) meetings.

Article XX

Insurance Protection

A. Effective August 1, 2001 the Borough will purchase the coverage provided by the State Health Benefits Plan (hereinafter referred to as the "Program"). Where optional coverages are permitted by the program, the Borough will purchase the optional coverage selected by the employee.

B. The Borough shall provide medical insurance coverage to bargain-unit members who retire from the Police Department under the provisions of the Police and Fire Pension System after January 1, 1987, on the following terms:

1. Coverage shall be equivalent to that provided employees under Section A.
2. Such coverage shall be maintained by the Borough for retired employees until such employee reaches the age of sixty-five (65) and becomes eligible for Medicare. Thereafter, the Borough shall provide "Wrap-around" coverage, i.e. insurance to cover the difference between Medicare benefits levels and those provided the regular employees, as provided in Section A.
3. Employees who retire on disability pension and, as a consequence of that disability, do not accrue the 16 quarters of membership in the Social Security System to be eligible for Medicare Benefits shall continue to be provided the full coverage set forth in Subsection 1.
4. The Borough's obligation under this provision shall not be greater than the providing of coverage for the retired employee and his spouse. Full family coverage shall not be provided. Effective 4/10/96 Ordinance 1996-03 shall be effective (See Schedule C annexed).

C. The Borough shall provide employees with a family prescription insurance program with a Five (\$5.00) dollar co-pay provision.

D. Employees shall continue to be permitted to enroll in the dental insurance program provided by International Health Care Service, Inc. Group No. J 1019 and to pay for the cost of such group dental insurance program through the payroll deduction plan. Coverage shall be the same as provided to other Borough employees. Premiums shall not exceed the rates charged for other Borough employees enrolled in the program. Effective January, 2001 PBA members will be permitted to join the Borough's Delta Dental Plan provided they pay 50% of the premium difference between the cost increase of this dental plan compared to the dental plan in effect as of this date.

E. The Borough reserves the right to change insurance carriers so long as substantially similar benefits are provided.

F. The parties understand that the State Policemen's Benevolent Association is attempting to have legislation adopted that would compel municipalities to provide post-retirement health insurance coverage for retired employees through the State Police and Fireman's Pension Plan (the "SPFP Plan"). The parties agree that upon the adoption of such legislation, the post-retirement health insurance coverage provided through the SPFP Plan shall be substituted for the post-retirement health benefits coverage provided by the Borough herein, provided that the coverage to be provided under the SPFP Plan is substantially similar or equal to the post-retirement health benefits coverage provided by the Borough herein. In the event it is determined that the coverages are not substantially similar or equal, the Borough shall be entitled to pay the difference in benefits or get an insurance policy that will cover the difference between the two plans, in which event the SPGP Plan, as supplemented by the Borough, shall be substituted for post-retirement health benefits coverage provided by the Borough herein. Particularly material to this agreement is the understanding that all health plans referred to in this Agreement shall provide that they shall be non-contributory on the part of the employee or spouse and that all programs shall include the employee and spouse.

G. The Borough shall provide each employee and family members with an eyeglass prescription and examination insurance plan at no cost to the employee and which shall be comparable to the plan carried by other Borough employees and their families.

H. Employees hired after January 1, 1997 will receive managed medical insurance coverage for him/herself only for the first three (3) years of employment. After three years of employment the bargaining unit members shall receive managed medical insurance coverage for him/herself and family. This provision shall not apply for the period of time that the Borough is enrolled in the State Health Benefits Plan.

Article XXI
Court Appearances

A. Employees required to appear in local court while off duty shall be credited with a minimum of one (1) hour working time.

B. Employees required to appear in County Court or Superior Court while off duty shall be credited with a minimum of four (4) hours working time.

C. Time credited pursuant to Sections A and B of this article shall be paid at a time and one half rate if it satisfies the definition of overtime set forth in Article XII, Section A.

D. Employees required to appear for jury duty shall be paid their regular salary.

Article XXII

Dues Check-Off

A. The Borough agrees to deduct from the salaries of its employees subject to this Agreement dues for the PBA. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. 52: 14-15.9(e), as amended. Said monies together with records of any corrections shall be transmitted to the PBA by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the PBA shall furnish to the borough written notice prior to the effective date of such change and shall furnish to the Borough either new authorizations from its members showing the authorized deduction for each employee or an official notification on the letterhead of the PBA and signed by the President and Secretary-Treasurer of the PBA advising of such change and deduction.

C. The PBA will provide the necessary "Check-Off" Authorization form and the PBA will secure the signatures of its members on the form and deliver the signed forms to the Borough Clerk. The PBA shall indemnify, defend and hold the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards submitted by the PBA to the Borough or in reliance upon the official notification on the letterhead of the PBA and signed by the President and Secretary-Treasurer of the PBA of such changed deduction.

Article XXIII
Departmental Meetings

A. The Chief of Police may schedule up to two (2) departmental meetings per year which all employees are required to attend without compensation.

B. Each meeting will be limited to one (1) hour and will be held at the beginning or end of a scheduled shift.

Article XXIV

Agency Shop

A. PBA Local 50 of Belmar shall be entitled to a representation fee in lieu of dues by payroll deduction from the salaries of the police officers in the Police Department in the Borough of Belmar who are not members of PBA Local No. 50. This paragraph shall be subject to and interpreted and supplemented by N.J.S.A. 34:13A-5.5, 5.6, 5.7, and 5.8.

B. PBA Local No. 50 of Belmar covenants that it has established and maintained a demand and return system which provides pro rata returns of dues as provided in N.J.S.A. 34:13A-5.5. This representation fee in lieu of dues by payroll deductions of non-PBA Local No. 50 of Belmar has established a demand and return system, as provided in N.J.S.A. 34:13A-5.5 and will cease to be effective upon the elimination of the demand and return system.

C. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the employer in conformance with this provision. The union shall intervene in, and defend, any administrative or court litigation concerning this provision. In such litigation, the employer shall have no obligation to defend this provision.

Article XXV

Notification of Shift Changes

A. The Chief of Police is permitted to change an employee's regular shift assignment without incurring overtime by posting the change on the Police Department's schedule. If an employee is not working for one or more days prior to 168 hours before the shift change is to be implemented, the Chief of Police or his designee shall make a reasonable attempt to contact the employee so as to notify the employee verbally of the scheduled change, or will attempt to leave a message for the employee. An employee required to work due to a schedule change for which less than 144 hours' notice was provided will be paid at time and a half for each day of work within the 144 hour notice provision due to such schedule change at time and a half basis. Schedule changes with less than 144 hours' notice will be posted on the work schedule. If the employee is not working at all prior to the schedule change (due to a vacation, for example), the Chief of Police or his designee will follow the procedures set forth above (verbal notification or, absent contact, attempt to leave a message).

B. In situations not covered by paragraph A of this article, an attempt will be made by management to notify the employee of the scheduled change, but it will be the responsibility of the employee to check the schedule prior to 168 hours.

C. The above notice requirement shall not apply to temporary overtime assignments.

D. Shift schedules will be posted four (4) weeks in advance.

E. The employee will bring to the attention of their immediate supervisor any conflicts they observe in their work schedule. These conflicts will include, but not be limited to, schedule to work in excess of forty (40) hours in a work week; working less than forty (40) hours in a work week; inadequate hours off between shifts (less than eight (8) hours); not assigned to the work schedule; scheduled off on vacation when they are not supposed to be.

Article XXVI
Out of Rank Pay

A. If an officer of lower rank is required to assume the responsibility of an officer of higher rank by operation of the regular shift schedules posted pursuant to Article XXIV(A) of this agreement, as distinguished from emergency assignment, he shall be compensated at the higher rank rate of pay for anytime serviced more than one (1) hour. The higher rate of pay shall be calculated as including longevity and such other increments as would be received on the basis of his own service. For the purposes of this section, higher rank shall include Detectives, Sergeants, Lieutenants, Captains and Chief of Police.

Article XXVII
Personal Days

A. Each member of the bargaining unit shall be granted three (3) personal days per year.

B. Any employee who remains accident free throughout the calendar year will be compensated with an additional personal day the following calendar year. An accident shall be defined as an accidental injury to the officer, or any report of an accidental injury.

Article XXVIII

Voluntary Resignations

A. If an employee resigns from the Police Department prior to the completion of three (3) years of service, he shall reimburse the borough for the cost of training and equipment which was incurred by the Borough for his benefit while he was employed in accordance with the following schedule:

1. Resignation prior to the completion of one (1) year of service - 75% of the cost to the Borough but not to exceed \$1,500.00 in cost to the resignee.

2. Resignation after completion of one (1) year of service but prior to the completion of two (2) years of service - 50% of the cost to the Borough but not to exceed \$1,000.00 in cost to the resignee.

3. Resignation after completion of two (2) years of service but prior to the completion of three (3) years of service - 25% of the cost to the Borough but not to exceed \$500.00 in cost to the resignee.

B. Nothing in this provision shall limit the right of employees to receive clothing and clothing maintenance benefits.

C. The level of reimbursement required of early voluntary resignees is contingent upon the Borough of Belmar continuing to provide new hires with the same amount and quality of equipment as is current practice.

Article XXIX
Fully Bargained Provisions

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. Neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

C. Nothing contained herein shall be deemed to deny or restrict the employees of their rights pursuant to N.J.S.A. 34:13A-1 et seq.

Article XXX
Separability and Savings

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

Article XXXI
Term and Renewal

A. This Agreement shall take effect on January 1, 2000 and shall remain in full force and effect up to and including December 31, 2003. In the event a new Agreement has not been reached by the parties prior to the expiration of this Agreement, the Agreement shall continue in full force and effect until a subsequent Agreement is executed.

IN WITNESS WHEREOF, the parties hereto, through their authorized representative, have set their hands and seals at Belmar, New Jersey, on this 10th day of April, 2002.

DATED: 4/10/02

BOROUGH OF BELMAR

DATED: 3-28-02

PBA LOCAL NO. 50

Sgt. Harry M. Hargin
[Signature]
SGT TOM [Signature]

Nancy J. O'Donnell
NANCY J. O'DONNELL
A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 4, 2003
4-12-02

COPY

SCHEDULE A-1 2000 SALARIES - POLICE

POSITION	1st Step	2nd Step	3rd Step	4th step	5th Step	6th Step	7th Step	2 % After		4 % After		6 % After		8 % After		10% After		
								5 Years 6th Step	7th Step	10 Years 7th Step	15 Years 8th Step	20 Years 9th Step	24 Years 10th Step					
POLICE																		
Patrolman	\$27,637	\$32,637	\$37,637	\$42,637	\$47,637	\$52,637	\$62,894	\$53,690	\$64,152	\$65,410	\$66,668	\$67,926	\$69,183	\$69,933	\$69,933	\$69,933	\$69,933	\$69,933
Patrolman / Education				\$43,387	\$48,387	\$53,387	\$63,644	\$54,440	\$64,902	\$66,160	\$67,418	\$68,676	\$69,933	\$69,933	\$69,933	\$69,933	\$69,933	\$69,933
Sergeant							\$67,297	\$68,643	\$69,988	\$71,334	\$72,680	\$74,026	\$74,776	\$74,776	\$74,776	\$74,776	\$74,776	\$74,776
Sergeant / Education							\$68,047	\$69,393	\$70,738	\$72,084	\$73,430	\$74,776	\$74,776	\$74,776	\$74,776	\$74,776	\$74,776	\$74,776
Lieutenant							\$72,007	\$73,447	\$74,888	\$76,328	\$77,768	\$79,206	\$79,956	\$79,956	\$79,956	\$79,956	\$79,956	\$79,956
Lieutenant / Education							\$72,757	\$74,197	\$75,638	\$77,078	\$78,518	\$79,956	\$79,956	\$79,956	\$79,956	\$79,956	\$79,956	\$79,956
Captain							\$77,048	\$78,589	\$80,130	\$81,671	\$83,212	\$84,753	\$84,753	\$84,753	\$84,753	\$84,753	\$84,753	\$84,753
Captain / Education							\$77,798	\$79,339	\$80,880	\$82,421	\$83,962	\$85,503	\$85,503	\$85,503	\$85,503	\$85,503	\$85,503	\$85,503
DETECTIVE																		
Patrolman							\$64,970	\$66,269	\$67,568	\$68,868	\$70,167	\$71,466	\$71,466	\$71,466	\$71,466	\$71,466	\$71,466	\$71,466
Patrolman / Education							\$65,720	\$67,019	\$68,318	\$69,618	\$70,917	\$72,216	\$72,216	\$72,216	\$72,216	\$72,216	\$72,216	\$72,216
Sergeant							\$69,517	\$70,908	\$72,298	\$73,688	\$75,079	\$76,469	\$76,469	\$76,469	\$76,469	\$76,469	\$76,469	\$76,469
Sergeant / Education							\$70,267	\$71,658	\$73,048	\$74,438	\$75,829	\$77,219	\$77,219	\$77,219	\$77,219	\$77,219	\$77,219	\$77,219
Lieutenant							\$74,384	\$75,871	\$77,359	\$78,847	\$80,334	\$81,822	\$81,822	\$81,822	\$81,822	\$81,822	\$81,822	\$81,822
Lieutenant / Education							\$75,134	\$76,621	\$78,109	\$79,597	\$81,084	\$82,572	\$82,572	\$82,572	\$82,572	\$82,572	\$82,572	\$82,572
Captain							\$79,590	\$81,182	\$82,774	\$84,366	\$85,958	\$87,549	\$87,549	\$87,549	\$87,549	\$87,549	\$87,549	\$87,549
Captain / Education							\$80,340	\$81,932	\$83,524	\$85,116	\$86,708	\$88,299	\$88,299	\$88,299	\$88,299	\$88,299	\$88,299	\$88,299

SCHEDULE A-2 2001 SALARIES - POLICE

POSITION	2 % After		4 % After		6 % After		8 % After		10 % After		
	5 Years	7th Step	10 Years	15 Years	20 Years	24 Years	5 Years	7th Step	10 Years	15 Years	
POLICE											
Patrolman	\$27,637	\$32,637	\$37,637	\$42,637	\$47,637	\$52,637	\$53,387	\$53,387	\$53,387	\$53,387	\$53,387
Patrolman / Education				\$43,387	\$48,387	\$53,387	\$53,387	\$53,387	\$53,387	\$53,387	\$53,387
Sergeant				\$70,579	\$71,991	\$71,991	\$71,991	\$71,991	\$71,991	\$71,991	\$71,991
Sergeant / Education				\$71,329	\$72,741	\$72,741	\$72,741	\$72,741	\$72,741	\$72,741	\$72,741
Lieutenant				\$75,520	\$77,030	\$77,030	\$77,030	\$77,030	\$77,030	\$77,030	\$77,030
Lieutenant / Education				\$76,270	\$77,780	\$77,780	\$77,780	\$77,780	\$77,780	\$77,780	\$77,780
Captain				\$80,806	\$82,422	\$82,422	\$82,422	\$82,422	\$82,422	\$82,422	\$82,422
Captain / Education				\$81,556	\$83,172	\$83,172	\$83,172	\$83,172	\$83,172	\$83,172	\$83,172
DETECTIVE											
Patrolman	\$68,139	\$69,502	\$69,502	\$69,502	\$69,502	\$69,502	\$69,502	\$69,502	\$69,502	\$69,502	\$69,502
Patrolman / Education	\$68,889	\$70,252	\$70,252	\$70,252	\$70,252	\$70,252	\$70,252	\$70,252	\$70,252	\$70,252	\$70,252
Sergeant	\$72,908	\$74,367	\$74,367	\$74,367	\$74,367	\$74,367	\$74,367	\$74,367	\$74,367	\$74,367	\$74,367
Sergeant / Education	\$73,658	\$75,117	\$75,117	\$75,117	\$75,117	\$75,117	\$75,117	\$75,117	\$75,117	\$75,117	\$75,117
Lieutenant	\$78,012	\$79,572	\$79,572	\$79,572	\$79,572	\$79,572	\$79,572	\$79,572	\$79,572	\$79,572	\$79,572
Lieutenant / Education	\$78,762	\$80,322	\$80,322	\$80,322	\$80,322	\$80,322	\$80,322	\$80,322	\$80,322	\$80,322	\$80,322
Captain	\$83,473	\$85,142	\$85,142	\$85,142	\$85,142	\$85,142	\$85,142	\$85,142	\$85,142	\$85,142	\$85,142
Captain / Education	\$84,223	\$85,892	\$85,892	\$85,892	\$85,892	\$85,892	\$85,892	\$85,892	\$85,892	\$85,892	\$85,892

SCHEDULE A-3 2002 SALARIES - POLICE

POSITION	2 % After											
	5 Years 1st Step	5 Years 2nd Step	5 Years 3rd Step	5 Years 4th step	5 Years 5th Step	5 Years 6th Step	5 Years 7th Step	5 Years 7th Step	4 % After 10 Years	6 % After 15 Years	8 % After 20 Years	10% After 24 Years
POLICE												
Patrolman	\$27,637	\$32,637	\$37,637	\$42,637	\$47,637	\$52,637	\$68,600	\$69,972	\$71,344	\$72,716	\$74,088	\$75,460
Patrolman / Education				\$43,387	\$48,387	\$53,387	\$69,350	\$70,722	\$72,094	\$73,466	\$74,838	\$76,210
Sergeant							\$73,402	\$74,870	\$76,338	\$77,806	\$79,274	\$80,742
Sergeant / Education							\$74,152	\$75,620	\$77,088	\$78,556	\$80,024	\$81,492
Lieutenant							\$78,540	\$80,111	\$81,682	\$83,253	\$84,823	\$86,394
Lieutenant / Education							\$79,290	\$80,861	\$82,432	\$84,003	\$85,573	\$87,144
Captain							\$84,038	\$85,719	\$87,399	\$89,080	\$90,761	\$92,442
Captain / Education							\$84,788	\$86,469	\$88,149	\$89,830	\$91,511	\$93,192
DETECTIVE												
Patrolman							\$70,864	\$72,281	\$73,698	\$75,116	\$76,533	\$77,950
Patrolman / Education							\$71,614	\$73,031	\$74,448	\$75,866	\$77,283	\$78,700
Sergeant							\$75,824	\$77,341	\$78,857	\$80,374	\$81,890	\$83,407
Sergeant / Education							\$76,574	\$78,091	\$79,607	\$81,124	\$82,640	\$84,157
Lieutenant							\$81,132	\$82,755	\$84,377	\$86,000	\$87,623	\$89,245
Lieutenant / Education							\$81,882	\$83,505	\$85,127	\$86,750	\$88,373	\$89,995
Captain							\$86,811	\$88,547	\$90,284	\$92,020	\$93,756	\$95,492
Captain / Education							\$87,561	\$89,297	\$91,034	\$92,770	\$94,506	\$96,242

SCHEDULE A-4 2003 SALARIES - POLICE

POSITION	1st Step	2nd Step	3rd Step	4th step	5th Step	6th Step	7th Step	2 % After		4 % After		6 % After		8 % After		10% After	
								5 Years 6th Step	7th Step	10 Years	15 Years	20 Years	24 Years	5 Years 7th Step	10 Years	15 Years	20 Years
POLICE																	
Patrolman	\$27,637	\$32,637	\$37,637	\$42,637	\$47,637	\$52,637	\$71,442	\$53,690	\$72,871	\$74,300	\$75,729	\$77,157	\$78,586				
Patrolman / Education				\$43,387	\$48,387	\$53,387	\$72,192	\$54,440	\$73,621	\$75,050	\$76,479	\$77,907	\$79,336				
Sergeant							\$76,443	\$77,972		\$79,501	\$81,030	\$82,558	\$84,087				
Sergeant / Education							\$77,193	\$78,722		\$80,251	\$81,780	\$83,308	\$84,837				
Lieutenant							\$81,794	\$83,430		\$85,066	\$86,702	\$88,337	\$89,973				
Lieutenant / Education							\$82,544	\$84,180		\$85,816	\$87,452	\$89,087	\$90,723				
Captain							\$87,520	\$89,270		\$91,020	\$92,771	\$94,521	\$96,271				
Captain / Education							\$88,270	\$90,020		\$91,770	\$93,521	\$95,271	\$97,021				
DETECTIVE																	
Patrolman							\$73,800	\$75,276		\$76,752	\$78,228	\$79,704	\$81,180				
Patrolman / Education							\$74,550	\$76,026		\$77,502	\$78,978	\$80,454	\$81,930				
Sergeant							\$78,966	\$80,545		\$82,124	\$83,703	\$85,283	\$86,862				
Sergeant / Education							\$79,716	\$81,295		\$82,874	\$84,453	\$86,033	\$87,612				
Lieutenant							\$84,493	\$86,183		\$87,873	\$89,563	\$91,253	\$92,942				
Lieutenant / Education							\$85,243	\$86,933		\$88,623	\$90,313	\$92,003	\$93,692				
Captain							\$90,408	\$92,216		\$94,024	\$95,832	\$97,640	\$99,448				
Captain / Education							\$91,158	\$92,966		\$94,774	\$96,582	\$98,390	\$100,198				

SCHEDULE A-4.1

Patrolman M. Sharin will be grandfathered at the following rates

POSITION	1st Step	2nd Step	3rd Step	4th step	5th Step	6th Step	7th Step	6th Step	5 Years	4 % After	3 % After	2 % After	5 Years	7th Step	10 Years	15 Years	8 % After	20 Years	10 % After	24 Years
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POLICE

Patrolman 2000		\$36,741	\$43,302																		
Patrolman 2001			\$45,035	\$51,858																	
Patrolman 2002				\$53,933	\$61,027																
Patrolman 2003					\$63,468	\$71,442															\$72,871