

AGREEMENT

BETWEEN

THE BOROUGH OF HAMBURG

AND

**THE HAMBURG POLICE OFFICERS' ASSOCIATION
F.O.P. LODGE #57**

JANUARY 1, 2012 THROUGH DECEMBER 31, 2017

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Date: June 6, 2012

FOP: CM/RVP

Borough: 

ARTICLE I – RECOGNITION

The Borough of Hamburg recognizes the Hamburg Police Officers' Association, in conjunction with the Fraternal Order of Police Lodge #57/ N.J. Labor Council, herein after referred to as the "Association," as the exclusive bargaining representative/union of the Police Officers within the Hamburg Police Department, excluding the Chief of Police.

Date: June 6, 2012

FOP: CM/RIP Borough: 

ARTICLE II – MANAGEMENT RIGHTS

A. The Borough hereby retains and reserves unto itself, without limitation, 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 the United States, including but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Borough Government and its properties and facilities and 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, assignment, promotion and transfer.
3. To suspend, demote, discharge or take disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties or responsibility of the Borough, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specified and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and of the United States. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 40 & 40A or any other Federal or state laws.

ARTICLE III – EMPLOYEE RIGHTS

- A. The Borough will not intimidate, discriminate, against or coerce any member of the employee unit for its participation or activity relating to contract negotiations or unit participation in related areas of the collective bargaining process. In all matters discussed with the Borough Officials pertaining to this Agreement, a member of the unit may have representation by the Association and/or legal representation at said discussions.
- B. The Borough recognizes that the Hamburg Police Department is bound to follow all guidelines and directives promulgated by the New Jersey Attorney General, and both parties agree that the Borough will follow all Attorney General Guidelines, including but not limited to the guidelines pertaining to Internal Affairs Investigations. As such, all administrative and internal affairs investigations, whether conducted in-person or through written questionnaire, will be conducted pursuant to the Attorney General Guidelines on Internal Affairs Policy and Procedure. Violations of these requirements may be challenged under the grievance and arbitration procedure of this Agreement.
- C. Under no circumstances will an employee be required to undertake a polygraph examination in conjunction with any aspect of his employment.

ARTICLE IV – GRIEVANCE PROCEDURES

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. The parties agree that this procedure will be kept as informal as may be appropriate.
2. Nothing herein contained shall be construed as limiting the right of an employee having a grievance to discuss this matter informally with any appropriate member of the department supervisory staff and having the grievance adjusted without utilization of the Grievance Procedure herein.

B. Definitions

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 regulations and/or Policies affecting working conditions that may be raised by any employee covered by this Agreement, the Association 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, with the exception of the Borough initiated grievances which will proceed in accordance with Section D, and shall be followed in its entirety unless any step is waived by mutual consent:

STEP ONE:

The aggrieved shall institute action under the provisions hereof within ten (10) calendar days after the event giving rise to the grievance which has occurred or knowledge of said event, 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 the ten (10) calendar days shall be deemed to constitute an abandonment of the grievance. The Chief of Police and/or Police Director or his designee shall render a written decision within five (5) days after receipt of the grievance.

STEP TWO:

If the grievance is not settled at the first step, the aggrieved may make a written request for a second step meeting within five (5) days after the answer at the first step, except that in disciplinary action grievances, the written request for a second step meeting shall be made within seven (7) calendar days after the request, or for such time as is mutually agreeable. Said second step meeting shall be between the Police Commissioner and the Chief of Police and/or Police Director or his designee with the grievant. The Police Commissioner's answer to the second step shall be delivered to the grievance committee within seven (7) calendar days after the meeting. This answer shall be in writing.

STEP THREE:

If the aggrieved is not satisfied with the handling or the result of the grievance at the second level, he may, within five (5) calendar days, notify the Borough Council that he wishes to have them rule on the aggrieved matter. A hearing shall be held within fifteen (15) days by the Borough Council after the receipt of the grievance. At such meeting the aggrieved may appear. The Borough Council's answer to the third step shall be delivered in writing to the grievant within seven (7) calendar days after said meeting.

Date: June 6, 2012

FOP: CN/RVP Borough: 

STEP FOUR:

Should the aggrieved person be dissatisfied with the decision of the Borough Council, such person may file with the Public Employment Relations Commission in accordance with the Commission's Rules and Regulations for appointment of a Grievance Arbitrator.

D. Borough Grievances

Grievances initiated by the Borough shall be filed directly with the Association President within ten (10) calendar days after the event giving rise to the grievance which occurred. A meeting shall be held ten (10) calendar days after the filing of the grievance between representatives of the Borough and the Association in an earnest effort to adjust the difference between the parties.

ARTICLE V – HOURS AND OVERTIME

A. Twelve Hour Work Day

1. Effective April 12, 2009, all Hamburg Police Officers shall work a twelve (12) hour work day on a modified "Pitman Schedule" in a fashion implemented by the Chief of Police and/or Police Director (or his designee), which results in officers working eighty-four (84) hours in a biweekly period.
2. In order to avoid creating unnecessary overtime resulting from working over eighty (80) hours per biweekly period, each officer agrees to take four (4) hours off during each biweekly period. This will be done by either permitting an officer to come in four (4) hours later than usual, or by permitting an officer to leave four (4) hours earlier than usual.
3. This four (4) hour block of time referred to in paragraph 3, above, will be scheduled by the Chief of Police and/or Police Director or his designee.
4. In the event that manpower needs do not permit this time to be scheduled, the officer has the discretion of taking this time as overtime or compensatory time. All other hours worked in excess of twelve (12) hours per day, or eighty (80) hours per biweekly period shall be payable in overtime or compensatory time.
5. Officers with special administrative, training, or investigative assignments may be scheduled by the Chief of Police and/or the Police Director or his designee to work an eight (8) or ten (10) hour work day. After working five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days under this subsection, the officer shall be entitled to two (2) consecutive days off or three (3) consecutive days off, respectively. Hours worked in excess of eight (8) or ten (10) hours, depending on the work day, would be payable in overtime or compensatory time.
6. Rank and file patrol officers assigned to the 12-hour schedule shall rotate their shift (days and nights) on a monthly basis.

- B. Should there be overtime shifts, the parties agree to offer said shifts to full-time sworn officers first before any other officer employed by the Borough. All officers shall be compensated at the rate of time and one-half pay based upon actual hours worked beyond the normal workday or work week. This time shall include, but not limited to, time spent in Criminal, Municipal or Civil, Domestic Relations/Juvenile Court for the express interest of the officer's duty in relation to his function as a witness or under subpoena.
1. Should an officer be scheduled for jury duty during the officers' normal work shift, the time spent in court will be considered as part of the officer's regular shift.
 2. Should an officer on jury duty during his/her regular shift complete their jury assignment before the end of their regular shift, the employee must report back to his/her shift commander immediately upon the end of the jury duty assignment for the remainder of their regular shift.
 3. Should an officer be summoned to jury duty on his/her scheduled off days they shall receive no compensation, however the Employer will make every attempt to schedule court time during the officer's regular shift.
- C. All officers shall receive a minimum of two (2) hours of pay at the rate of time and one-half for all court appearance listed in Section C of this Article.
- D. "Call-out" shall mean any time the officer has completed his/her regular tour of duty and has left the Police Department en route to their home or some other location, is not on their regular tour of duty because they are on approved scheduled or other leave time, or has not yet reported to work to begin their regular tour of duty. All officers shall receive a minimum of two (2) hours of pay at the rate of time and one-half in the event they are called out for other than their regular scheduled assignment as defined above.

E. Compensatory Time

1. When requested by the Employer to work overtime, the Employee shall have the option of being paid for that time at one and one-half (1 ½) times their regular rate of pay or as compensatory time at one and one-half (1 ½) times the number of hours actually worked. The Employee shall be permitted to accumulate sixty (60) hours of compensatory time and may be used by the officer in any increment upon approval by the Chief of Police and/or Police Director or his designee. Once an officer has accumulated sixty (60) hours of compensatory time, any overtime worked shall be paid at one and one-half (1 ½) times the officer's regular of pay.
2. The election of overtime or compensatory time is at the officer's discretion. An officer may accumulate up to 60 hours of compensatory time. Requests to use compensatory time must be approved by the Chief of Police and/or Police Director or his designee and a request may be denied if it will cause overtime to be incurred or due to operational conditions in the Department. An officer may elect to cash-in up to 20 hours of compensatory time per year. Such request must be put in writing to the Chief of Police and/or Police Director or his designee by November 15 of each year. Payment for the cash-in shall be made to the officer in the first pay period of January of the succeeding year.

ARTICLE VI – HOLIDAYS

A. The following paid holidays shall be recognized for all officers:

| | |
|-----------------------|----------------------|
| New Year's Day | Thanksgiving Day |
| Lincoln's Birthday | Christmas Day |
| Washington's Birthday | Independence Day |
| Good Friday | Labor Day |
| Memorial Day | Easter Sunday |
| Veteran's Day | General Election Day |
| Choice Day | |

- B. In addition to the recognized holidays in Section A above, police personnel covered by the terms and conditions of this Agreement are granted fifty (50) hours of personal leave.
- C. Employees who work the holidays set forth in Section A above shall be paid at a rate of time and one-half and made payable as listed in Section D below. Employees who do not work said holidays shall be paid at the employee's regular rate of pay for eight (8) hours.
- D. Payments of twelve holidays shall be on a monthly occurrence and paid in the same check as regular payroll, at the same time as the employee's last check of the month.
- E. Entitlement to personal days is conditioned upon an Employee making a written request at least forty-eight (48) hours in advance of the requested personal day and receiving the approval of the Chief of Police and/or Police Director or his designee. Less than forty-eight (48) hours notice may be permitted for the request in cases of emergency.

ARTICLE VII – VACATIONS

- A. The vacation year shall be from January 1 to December 31 for the purpose of calculating the amount of vacation with pay. Only full-time (at least 80 hours per bi-weekly period) continuous, uninterrupted service in and for the Borough of Hamburg shall be counted.
- B. The scheduling of all vacation days is subject to the manpower needs of the Borough of Hamburg and prior approval of the Chief of Police and/or Police Director or his designee.
- C. Due to the size of the Borough's Police Department, there shall be only one employee allowed on vacation at a time.
- D. All vacation days shall be scheduled by the Chief of Police and/or Police Director or his designee and shall be used within the calendar year when earned except that thirty-two (32) vacation hours may be used during the next succeeding calendar year, and if not so used will be lost.
- E. Newly appointed officers who are hired during the calendar year, shall be prorated on a quarterly basis, thereafter, the officer shall be entitled to eighty (80) hours of vacation leave per year.
- F. In the event an eligible employee is terminated for cause, or the Employee quits prior to December 31st of the vacation year, he shall be entitled to the amount of vacation which he has accrued on a prorated basis prior to his termination. From the foregoing shall be deducted any monies that are owed to the Borough of Hamburg by the employee which has been certified to the Borough of Hamburg by the Chief of Police and/or Police Director or his designee.

- G. In the event of the death or retirement in good standing of any full-time employee, the Borough Of Hamburg shall pay to him, or to his estate, the full amount of any vacation pay accrued but unpaid at the time of his death or retirement.
- H. All full-time employees shall be eligible for vacation with pay as follows upon the completion of a certain number of cumulative years as follows:

| <u>Years of Cumulative Service</u> | <u>Amount of Vacation</u> |
|------------------------------------|---------------------------|
| 1 Year | 80 Hours |
| 2 Years | 150 Hours |
| 5 Years | 200 Hours |
| 10 Years | 220 Hours |
| 15 Years | 250 Hours |
| 20 Years | 260 Hours |
| 25 Years | 270 Hours |

1. Effective upon execution of this Contract, employees must schedule one-half (1/2) their vacation leave in forty (40) hour increments, which said request must be submitted with a minimum of fifty-six (56) hours notice. The remainder of the employee's vacation leave may be taken in any increment. One week shall be considered forty (40) hours.

ARTICLE VIII – SICK LEAVE

A. Service Credit for Sick Leave

1. All Police Officers shall be entitled to sick leave with pay based upon their aggregated years of service.
2. Sick leave may be utilized by the employee when he is unable to perform his work by reason of personal illness, accident or exposure to a contagious disease, or for the attendance of the employee upon the member of the family who is ill.
3. Sick leave shall not include any extended period where the employee serves as a nurse or housekeeper during this period of illness.

B. Amount of Sick Leave

1. Sick leave with pay shall be given to any full time police officer at the rate of one hundred (100) hours full days per year. Newly-appointed officers who are hired during the calendar year shall be prorated on a quarterly basis, thereafter, the officer shall receive his/her one hundred (100) hours per year.
2. Sick days can be accumulated from year to year and upon retirement from the pension system shall be permitted to be sold back to the Borough 60% of the unused days, or a sum no greater than \$10,000. To be calculated as per salary schedule upon retirement.
3. Officers may cash-in up to 5 sick days per calendar year at 60% of their value. An officer electing to cash-in shall notify the Borough in writing no later than November 1 of the cash-in year and shall receive payment in the first pay period of December.

C. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him to sick leave, the Chief of Police and/or Police Director or his designee 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.
 - a. Failure to notify his supervisor may be cause for denial of the use of sick leave for the absence and constitutes cause for disciplinary action.
 - b. Absence without notice for five (5) consecutive work days shall constitute resignation.

D. Verification of Sick Leave

1. An employee who shall be absent on sick leave for three (3) or more consecutive work days shall be required to submit acceptable medical evidence substantiating the illness.
 - a. An employee, who shall be absent on sick leave for periods totaling ten (10) events in one calendar year in which an event shall be continuous sick leave for the same illness/injury shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring absences of one day or less which case only one certificate shall be necessary for a period of six (6) months.
 - b. The Borough may require proof of illness of an employee on sick leave whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

2. In the case of a leave of absence due to exposure to contagious disease, a certificate from the Department of Health is required.
3. 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 expense 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 the health of other employees.

E. Compensation/Disability

1. Disability

The Borough agrees to pay a member his full salary for the first six (6) months of disability including health benefits and pension contributions. After six (6) months the Borough shall continue to pay the member eighty (80) percent his salary for an additional six (6) months.

2. Workman's Compensation

The Borough agrees to pay a member 80% of his full salary with health benefits and pension contributions up to one calendar year when a member is out on workers' compensation/disability. The member shall be required to exhaust all sick time prior to being eligible for payment. The one year period shall commence on the exhaustion of sick leave. The member shall not accrue vacation or sick time during the period he is exhausting sick time and out on workers' compensation/disability. In return for receiving the 80% payment, the member shall be required to sign over to the Borough the disability check received through workers' compensation or disability. This does not include an award or settlement of a workers' compensation claim.

3. Where required under Paragraphs 1 and 2 immediately above, the amount of salary owed shall be reduced by the amount of Disability or Workmen's Compensation received by the member. The member shall provide the Borough with a true copy of any checks received for Disability or Workmen's Compensation immediately upon receipt thereof.

Date: June 6, 2012

FOP: CN/evp Borough: 

ARTICLE IX – INSURANCE BENEFITS

- A. The Borough agrees to provide the following insurance coverages: Blue Cross/Blue Shield Blue Select Hospital and Health Insurance (the better of the plans offered), Blue Cross/Blue Shield Prescription Program with a five dollar (\$5) co-payment for generic prescriptions and a ten dollar (\$10) co-payment for name brand prescriptions, the existing Delta Dental Insurance and the existing Eye Care Plan or equal to the same for all Police Department Personnel and their families.
- B. The Borough agrees to continue the existing ten thousand dollar (\$10,000.00) Life Insurance Policy on each member with the Triple Indemnity Clause included.

ARTICLE X – PENSION PLAN

- A. The Borough shall contribute the appropriate portion of the sum necessary to provide full pension and insurance benefits available through the PFRS or PERS Retirement Plans for each full time employee.

ARTICLE XI – PROFESSIONAL DEVELOPMENT

A. All employees of the Police Department will be allowed an equal opportunity for available police related schools, seminars, and courses subjected to the Borough’s ability to obtain available openings in such courses. Decisions concerning attendance at such schooling shall be reasonably determined by the Chief of Police and/or Police Director or his designee and shall be based on the length of service and the nature of the schooling. Costs connected with such training shall be provided by the Borough.

B. When authorized by the Chief of Police and/or Police Director or his designee, officers required to use personal vehicles in the pursuit of proper and necessary Borough business shall be entitled to receive “IRS rate” per mile to cover the miles traveled portal to portal. The Borough also agrees to reimburse the officer for any expenses due to tolls and/or parking. Meal expenses for other than normal duty related requirements shall be paid at the following rate and scale:

Lunch - \$5.00 Dinner - \$10.00

C. Educational reimbursement: An employee may receive up to a maximum as set forth below, of \$500.00 per year towards voluntary schooling in law enforcement endeavors. (i.e., college, seminars, lectures, etc.), in addition to being compensated for holding a degree in the realm of law enforcement for:

Associates Degree - \$ 500
Bachelors Degree - \$1,000
Masters Degree - \$1,500

Reasonable proof of expenditures to be furnished by the employee.

ARTICLE XII – SALARY GUIDE

| | |
|---------------------------|------|
| Effective January 1, 2012 | 2.0% |
| Effective January 1, 2013 | 2.0% |
| Effective January 1, 2014 | 2.0% |
| Effective January 1, 2015 | 3.0% |
| Effective January 1, 2016 | 3.0% |
| Effective January 1, 2017 | 3.0% |

Officers hired prior to January 1, 2012 shall be paid in accordance with Schedule A, annexed hereto.

Officers hired on or after January 1, 2012 shall be paid in accordance with Schedule B, annexed hereto.

- A. Each employee shall move one step on the guide upon his annual anniversary date until maximum salary is achieved. Employees assigned to the Detective Division shall receive a \$1,000.00 annual sum paid within the employee's periodic paycheck.
- B. Sergeants shall receive \$2,000 above the top patrolman, Lieutenants shall receive \$2,000.00 above the top Sergeant, Captains shall receive \$2,000.00 above top Lieutenants.
- C. The Employer shall, upon presentation of a voucher(s), provide up to \$1,000 for maintenance associated with police dog assignments.
- D. Longevity:

The Borough agrees to the following Longevity payments to each member for accrued years of service. Payments will be added to the members bi-monthly payroll and take effect on the anniversary date of employment

- 1. Officers hired prior to January 1, 2012 shall receive longevity based on the following scale:

| | | |
|----------|---|-----|
| 5 years | - | 2% |
| 10 years | - | 4% |
| 15 years | - | 6% |
| 20 years | - | 8% |
| 25 years | - | 10% |

- 2. Officers hired on or after January 1, 2012 shall receive longevity based on the following scale:

| | |
|--------------------|---------|
| 5 years – 10 years | \$1,000 |
| Thereafter | \$2,500 |

This, number 2 directly above, longevity pay shall be part of regular pensionable base pay but shall not be increased by any contractual raises

ARTICLE XIII – CLOTHING ALLOWANCE

- A. All members of the Police Department that are full-time officers shall be granted seven hundred and fifty dollars (\$750.00) for each year encompassing this contract as clothing allowance payable as needed by voucher.
- B. The Borough shall assume the expense of uniforms brought about by change of style or color or damage incurred in the line of duty. This expense shall be over and above the uniform allowance as per Section A.
- C. The Borough agrees to provide cleaning and maintenance of uniforms; said cleaning and maintenance shall be paid by voucher.
- D. The Borough agrees to replace the members bullet proof vests every five (5) years as recommended by the manufacturer.

Date: June 6, 2012

FOP: CN/evp Borough: 

ARTICLE XIV – BEREAVEMENT LEAVE

A. In case of death in the immediate family, reasonable proof shall be required. Employees shall be entitled to four (4) work days off with pay for a death in the immediate family.


IMMEDIATE FAMILY DEFINED AS FOLLOWS:

Spouse, Child, Step-child, father, mother, brother, sister, maternal/paternal grandparents, father in-law, mother in-law, brother in-law, and sister in-law.

ARTICLE XV – SEPARABILITY AND SAVINGS

A. If any provisions 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 competent jurisdiction, such provisions shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

Date: June 6, 2012

FOP: CN/RVP Borough: 

ARTICLE XVI – FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and full understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. Neither party shall 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. The parties agree that all benefits, rights, duties, obligations and conditions of employment relating to the Hamburg Police Officers, which benefits, rights, duties, obligations, terms and conditions of employment are not specifically set forth in this Agreement, shall be maintained in not less than the highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.

C. Unless a contrary intent is expressed in this Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any Police Officer pursuant to any rules, regulations, instructions, directives, memorandum, statute or otherwise shall not be limited restricted, impaired, removed or abolished.

ARTICLE XVII – DUES CLAUSE

A. Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the FOP Union within thirty (30) days thereafter, any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the exclusive bargaining Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees, and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representative fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the Employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer. The Union agrees that it will indemnify and save harmless the Employer against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the Employer at the request of the Union under this Article.

ARTICLE XVIII – TERMINATION NOTICE

- A. The Borough of Hamburg shall require fourteen (14) days notice of intent to terminate said employment by any full time officer.

ARTICLE XIX – TERM AND RENEWAL

- A. This Agreement shall be in full force and effect as of January 1, 2012 and shall remain in effect to and including December 31, 2017 without any reopening date. All benefits of this Agreement shall be retroactive to January 1, 2012 unless specified otherwise. This Agreement shall continue in full force and effect from year to year thereafter until a successor agreement is executed.

- B. All references in the contract to “Chief” shall be changed to “Chief and/or Police Director.”

IN WITNESS WHEREOF, THE PARTIES HAVE HEREUNTO SET WITH THEIR HANDS AND SEALS AT THE

Borough of Hamburg, County of Sussex, State of New Jersey on the

26 day of July, 2012

FOP Lodge 57

Borough of Hamburg

By: [Signature]

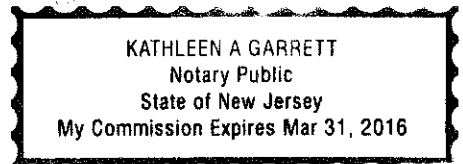
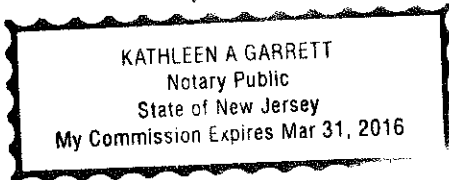
By: [Signature]

By: [Signature]

By: [Signature]

Witness: [Signature]

Witness: [Signature]



| SCHEDULE A: OFFICERS HIRED PRIOR TO 1/1/12 | | | | | | | |
|-----------------------------------------------------------|--------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| | % INCREASE: | 2% | 2% | 2% | 3% | 3% | 3% |
| | <u>2011</u> | <u>1/1/2012</u> | <u>1/1/2013</u> | <u>1/1/2014</u> | <u>1/1/2015</u> | <u>1/1/2016</u> | <u>1/1/2017</u> |
| CAPTAIN | 83,398 | 84,946 | 86,525 | 88,135 | 90,599 | 93,137 | 95,752 |
| LIEUTENANT | 81,398 | 82,946 | 84,525 | 86,135 | 88,599 | 91,137 | 93,752 |
| SERGEANT | 79,398 | 80,946 | 82,525 | 84,135 | 86,599 | 89,137 | 91,752 |
| STEP 5 | 77,398 | 78,946 | 80,525 | 82,135 | 84,599 | 87,137 | 89,752 |
| STEP 4 | 70,950 | 72,369 | 73,816 | 75,293 | 77,551 | 79,878 | 82,274 |
| STEP 3 | 64,499 | 65,788 | 67,104 | 68,446 | 70,499 | 72,614 | 74,793 |
| STEP 2 | 58,049 | 59,209 | 60,393 | 61,601 | 63,449 | 65,353 | 67,313 |
| STEP 1 | 51,600 | 52,632 | 53,685 | 54,758 | 56,401 | 58,093 | 59,836 |
| PROBATIONARY | 47,255 | N/A | N/A | N/A | N/A | N/A | N/A |
| ACADEMY | 42,790 | N/A | N/A | N/A | N/A | N/A | N/A |

| SCHEDULE B: OFFICERS HIRED AFTER 1/1/12 | | | | | | | |
|--------------------------------------------------------|--------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| | % INCREASE: | 2% | 2% | 2% | 3% | 3% | 3% |
| | | <u>1/1/2012</u> | <u>1/1/2013</u> | <u>1/1/2014</u> | <u>1/1/2015</u> | <u>1/1/2016</u> | <u>1/1/2017</u> |
| CAPTAIN | | 84,946 | 86,525 | 88,135 | 90,599 | 93,137 | 95,752 |
| LIEUTENANT | | 82,946 | 84,525 | 86,135 | 88,599 | 91,137 | 93,752 |
| SERGEANT | | 80,946 | 82,525 | 84,135 | 86,599 | 89,137 | 91,752 |
| STEP 6 | | 78,946 | 80,525 | 82,135 | 84,599 | 87,137 | 89,752 |
| STEP 5 | | 72,369 | 73,816 | 75,293 | 77,551 | 79,878 | 82,274 |
| STEP 4 | | 65,788 | 67,104 | 68,446 | 70,499 | 72,614 | 74,793 |
| STEP 3 | | 59,209 | 60,393 | 61,601 | 63,449 | 65,353 | 67,313 |
| STEP 2 | | 52,632 | 53,685 | 54,758 | 56,401 | 58,093 | 59,836 |
| STEP 1 | | 48,000 | 48,960 | 49,939 | 51,437 | 52,980 | 54,570 |
| PROBATIONARY | | 42,515 | 43,365 | 44,233 | 45,560 | 46,926 | 48,334 |
| ACADEMY | | 35,000 | 35,700 | 36,414 | 37,506 | 38,632 | 39,791 |

FOP: EN/RVP

Borough: Paul Marino