

COLLECTIVE BARGAINING AGREEMENT

2010, 2011, 2012, 2013, 2014

BETWEEN

**SUPERIOR OFFICERS ASSOCIATION
OF
NEW JERSEY STATE POLICEMAN'S BENEVOLENT ASSOCIATION
BOUND BROOK LOCAL #380**

AND

BOROUGH OF BOUND BROOK, SOMERSET COUNTY, NEW JERSEY

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	Agreement.....	3
	Witnesseth.....	3
I	Recognition.....	3
II	Retention of Benefits.....	4
III	Management Rights.....	5
IV	Employee Rights.....	5
V	Critical Incident Stress Policy.....	5
VI	Grievance Procedure.....	6
VII	Base Salary and Wages.....	7
VIII	Holidays.....	7
IX	Discrimination or Coercion.....	8
X	Lost or Damaged Equipment.....	8
XI	Bullet proof Vests.....	8
XII	Lay Off Policy.....	9
XIII	Vacations.....	9
XIV	Sick Leave.....	9
XV	Bereavement Policy.....	11
XVI	Retirement Benefits.....	12
XVII	Savings Clause.....	12
XVIII	Reimbursement for Expenses.....	13
XIX	Educational Incentive Program.....	13
XX	Personal Days.....	14
XXI	Personnel Files.....	14
XXII	Overtime.....	15
XXIII	No Strike.....	15
XXIV	Legal Aid.....	15
XXV	Dental Plan.....	16
XXVI	Health Benefits Co-Payment.....	16
XXVII	Representation Fee.....	17
XXVIII	Separability.....	18
XXIX	Duration.....	19
	Schedule A.....	20
	Schedule B.....	20
	Schedule C.....	20
	Schedule D.....	20
	Schedule E.....	21

AGREEMENT

THIS AGREEMENT, made this 23rd day of March, 2010 between the Mayor and Council of the Borough of Bound Brook, hereinafter, referred to as "The Borough" or "The Employer" and Superior Officers Association of New Jersey State Policeman's Benevolent Association, Bound Brook Local #380, hereinafter referred to as "The S.O.A.," representing the complete and final understanding of all bargainable issues between the Borough and the S.O.A. from January 1st to December 31st in the years 2010, 2011, 2012, 2013 and 2014.

WITNESSETH

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours of work, and other conditions of employment;

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained, the parties hereto agree with each other in respect to the employees of the employer recognized as being represented by the S.O.A. as follows:

ARTICLE 1

RECOGNITION

Section I:

The Borough recognizes the S.O.A. as the sole and exclusive bargaining representative of all police officers in the rank of lieutenant or above, but excluding all other employees employed by the Police Department in the rank of Patrol Officers, Sergeants, Detectives, Deputy Chief and the Chief of Police.

Section II:

As used in this Agreement, the term "Officer" refers to the aforementioned lieutenants employed by the Police Department.

ARTICLE II

RETENTION OF BENEFITS

Section I:

The employer shall not make any unilateral changes to any negotiable terms and conditions of employment without entering into negotiations with the S.O.A. with respect to impact thereof.

Section II:

Except as otherwise provided herein, and unless changed by operation of applicable law, all rights, privileges and benefits which the officers have heretofore enjoyed and are presently enjoying shall be maintained and continued by the employer during the term of this Agreement at not less than the highest standards in effect at the commencement of these negotiations resulting in this Agreement.

Section III:

The provisions of all municipal ordinances and resolutions affecting negotiable terms and conditions of employment, except as specifically modified herein, shall remain in full force and effect during the term of this Agreement and shall be incorporated in this Agreement as it is set forth herein at length.

Section IV:

Modifications of the terms and conditions of employment shall be subject to the negotiation process.

ARTICLE III

MANAGEMENT RIGHTS

Section I:

The employer hereby retains and reserves unto itself 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:

- a. To hire executive management;
- b. To have administrative control of the government and its properties and facilities and the activities of its employees;
- c. 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; and
- d. To take disciplinary action permitted by law for good and just cause.

Section II:

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the employer, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the terms of the Agreement and by the Constitution and laws of the United States.

ARTICLE IV

EMPLOYEE RIGHTS

The Employee Bill of Rights attached hereto as Exhibit A is hereby incorporated by reference as if set forth verbatim herein.

ARTICLE V

CRITICAL INCIDENT STRESS POLICY

The Critical Incident stress Policy attached hereto as Exhibit B is hereby incorporated by reference as if set forth verbatim herein.

ARTICLE VI

GRIEVANCE PROCEDURE

Definition:

A grievance within the meaning of this Agreement shall be a controversy or dispute arising between the parties hereto involving the interpretation or application of this Agreement, policies or administrative decisions affecting an officer or a group of officers.

Procedures:

Level I

The grievant and the president of the S.O.A., or his duly authorized and designated representative, shall present and discuss the grievance(s) orally with the immediate supervisor within thirty (30) calendar days of the occurrence giving rise to the grievance(s) or from the time the grievant could reasonably have had knowledge of said event. Failure to present said grievance(s) within the aforesaid time period shall constitute abandonment of same unless the time periods have been modified by mutual consent. The immediate supervisor shall answer the grievance(s) within ten (10) calendar days from the date of the presentation. If an answer is not presented within ten (10) calendar days from the date of the presentation, the grievance automatically proceeds to Level II.

Level II

If the grievance(s) is not resolved at Level I, or if an answer has not been received by the S.O.A. within the time set forth on Level I, the S.O.A. shall present the grievance(s) in writing within ten (10) calendar days to the Chief of Police or his duly designated representative. At the request of either party, discussions to settle said grievance(s) may ensue. The Chief of Police shall answer the grievance(s) in writing within ten (10) calendar days after receipt of said grievance(s). If an answer is not presented within ten (10) calendar days from the date of the presentation, the grievance automatically proceeds to Level III.

Level III

If the grievance(s) is not resolved at Level II, or if no answer has been received by the S.O.A. within the time set forth in Level II, the grievance(s) may be presented in writing to the Mayor and Council within twenty (20) calendar days. At the request of either party, a meeting shall be held within ten (10) calendar days in an attempt to settle said grievance(s). The decision of the Mayor and Council shall be given in writing to the S.O.A. within twenty-one (21) calendar days after the receipt of the grievance(s). If an answer is not presented within (21) calendar days from the date of the presentation, the grievance automatically proceeds to Level IV.

Level IV

If the grievance(s) is not settled in the Level provided for in this Article as set forth above, the S.O.A. shall have the right to submit grievance(s): a) involving policies and administrative decisions to advisory arbitration; and b) involving the interpretation or application of this Agreement to binding arbitration under rules and regulations of the New Jersey State Public Employment Relations Commission (P.E.R.C.). The decision of the arbitrator, along with his reasoning, shall be submitted in writing to the Council and S.O.A. and the cost of the arbitrator's services shall be borne equally between the parties. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any term of this Agreement. The decision of the arbitrator, along with his/her reasoning, shall be submitted in writing to the Borough and S.O.A. The arbitrator shall be without power to establish work schedules or salary structures. The cost of the arbitrator's services shall be borne equally between the parties.

ARTICLE VII

BASE SALARY, WAGES AND LONGEVITY

Section I:

The salary schedule for all officers recognized as being represented by the S.O.A. shall be set forth in Schedules A, B, C, D and E, which are attached hereto and hereby made a part hereof. The salary schedules shall be for the years 2010, 2011, 2012, 2013 and 2014.

The schedule for each year shall be effective as of January 1 of that year.

Section II:

The salary schedule for all officers recognized as Lieutenants and Lieutenants promoted prior to 1/1/2010 being represented by the S.O.A. shall be set forth in Schedules A, B, C, D and E, which are attached hereto and hereby made a part hereof. The salary schedules shall be for the years 2010, 2011, 2012, 2013 and 2014.

ARTICLE VIII

HOLIDAYS

The borough designates the following holidays for the life of this contract:

New Years Day	Martin Luther King's Day	Presidents day	Good Friday
Memorial Day	Independence Day	Labor Day	Columbus Day
General Election Day	Thanksgiving Day	Day after Thanksgiving	
Christmas Day			

Each officer shall be off for the above twelve (12) holidays. Should the Holiday fall on a scheduled day off, the holiday day off can be taken on the previous or next scheduled workday.

ARTICLE IX

DISCRIMINATION OR COERCION

There shall be no discrimination, interference or coercion by the employer or any of its agents against the employees represented by the S.O.A. because of membership or activity in the S.O.A. The S.O.A. or any of its agents shall not intimidate or coerce employees into membership. Neither the employer nor the S.O.A. discriminate against any employee because of race, color, creed, age, sex or national origin.

ARTICLE X

LOST OR DAMAGED EQUIPMENT

The Borough shall repair or replace any item of the officer's designated uniform or equipment that is lost or damaged in performance with his duties provided that such a loss or damage was not a result of negligence on the part of the officer. In the latter case, repair and replacement shall be at the officer's expense.

The Borough shall repair or replace articles of personal property of an officer commonly worn while working, these items to include watches, all eyewear and contact lenses, which is lost or damaged in the performance of his duty, provided that such a loss or damage is not a result of negligence on the part of the officer. In the latter case, repair or replacement shall be at the officer's expense.

The loss or damage shall be reported to the supervising officer on the shift that the loss or damage occurred. In the event of damage, the items shall be turned over to said supervising officer. The reimbursement received on the above conditions will be up to \$300.00 per item.

ARTICLE XI

BULLETPROOF VESTS

The Borough shall pay for one (1) bulletproof vest for each member of the department. The vests shall at least meet the specifications and quality of the vests utilized in 2009 prior to the institution of this contract. Vests will be replaced at the expiration of their useful life as designated by the manufacturer's specifications.

ARTICLE XII
LAYOFF POLICY

It shall be the Borough's policy with regard to layoffs that the last individual hired shall be the first individual laid off.

ARTICLE XIII
VACATIONS

Employees enjoying the benefits under this Agreement shall be entitled to an annual paid vacation on the following basis:

<u>Employment</u>	<u>Vacation Time</u>
Six (6) months but less than a year	8 working days
One (1) year but less than six (6) years	13 working days
Six (6) years but less than eleven (11) years	17 working days
Eleven years but less than sixteen (16) years	21 working days
Sixteen years but less than twenty-one (21) years	26 working days
Twenty-one (21) years or more	31 working days plus one (1) day for each year over twenty-five (25) years

The vacations above can be taken any time from January 1st through December 31st with preference given to seniority.

ARTICLE XIV
SICK LEAVE

Section I:

- A. Each officer shall be paid during periods of sick leave fifteen (15) working days per year. Any employee who utilizes 50% or less of his allowed sick days in any calendar year shall be entitled to two (2) personal days off in the following year. These personal days must be used in the year they are received.

- B. Sick leave may be used by an employee for personal illness; illness in his immediate family which requires his personal attendance upon the ill person; quarantine restrictions; pregnancy of the spouse/significant other or disabling injury. The term immediate family for the purpose of this paragraph shall mean and refer only to the employee's spouse/significant other, child, parents of either spouse or any other member residing in the employee's household.

Any sick days not utilized in a calendar year may be accumulated at one day for every two remaining unused sick days. There shall be no maximum limit to the number of sick days accumulated. All accumulated days remaining at an officer's retirement shall be forfeited upon retirement.

Section II:

Pursuant to practice, in the event that an officer qualifies for municipal, state or federal disability payments, said officer shall continue to receive his/her full rate of pay and shall return any monies received through the Borough's insurance program to the Borough.

Section III:

An officer who is absent because of disability caused in the usual course of his/her employment and directly in the line of duty must have such absence certified by a Borough or insurance carrier selected physician at the Borough's expense. Pursuant to practice, in the event that an officer qualifies for workmen's compensation said officer shall continue to receive his/her full rate of pay and shall return any monies received through workmen's compensation for temporary disability to the Borough. Such absence will not be charged against the officer's sick leave.

Section IV:

Consistent with applicable State law, no officer while on sick leave from the Borough shall be otherwise employed or engaged in any outside work or employment whatsoever.

Section V:

In cases of three (3) working days of consecutive reported absence due to illness or disability, the Chief of Police shall have the right to require a doctor's certificate of illness, which may include a statement of fitness for duty. This shall only apply where there is suspected abuse of the sick leave provisions of the Agreement. The Chief shall not contact an officer's physician without the officer's prior consent.

Section VI:

All absences on account of illness or disability shall be reported at least two (2) hours prior to the start of the shift whenever possible.

Section VII:

In the event of an injury caused in the course of employment, the injured officer, or his/her immediate superior, if the officer is incapacitated, should report such injury in a timely manner to the Borough Clerk, who will process the necessary forms for insurance purposes. The officer should then report to a physician selected by the Borough and the physician's report and bill should be forwarded to the Borough.

Section VIII:

In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

Section IX:

The Chief of Police 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 chosen by the employee from a panel of physicians designated by the Borough. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health of other employees.

ARTICLE XV

FUNERAL/BEREAVEMENT LEAVE

SECTION I:

FUNERAL LEAVE

A.

Employees shall be granted time off from day of death until day of funeral to attend or make arrangements for a funeral of a deceased member of the employee's immediate family. The immediate family is defined as spouse, child, mother, father, mother-in-law, father-in-law, brother, sister, sister-in-law, brother-in-law, grandparents, grandchildren, relative residing in the employee's home, or significant other. This time shall not be charged against the employee's sick or vacation time.

B.

For non-immediate family (ie., aunt, uncle, niece, nephew, cousins, etc.), employees shall be granted two (2) days off for viewing and funeral.

SECTION II:

BEREAVEMENT LEAVE

1. All employees covered by this agreement shall be entitled to leave without loss of pay for all time lost from work as outlined below based on the relationship of the decease to the employee. These days are in addition to the time off between the day of death and the day of burial.

Relationship

Spouse, child, parent of child, grandchildren, parents, and Spouse parents.....

.....5 working days.

Brother, sister, grandparents, grandchild, brother and sister-in-laws, any relative of the employee's household).....3 working days.

ARTICLE XVI

RETIREMENT BENEFITS

Section I:

Upon retirement, each Police Department member's medical-surgical insurance premiums shall be paid by the Borough provided that such members shall have served the Borough for twenty-five (25) or more years at the time of retirement.

Section II:

Retirement health benefits are governed under the provisions of Chapter 88, P.L. 1974, for the health benefits for employees who retired with 25 or more years of service credited in one retirement system. Should the employer leave the State Health Benefits Program, the employee will still be governed by the provisions of Chapter 88, P.L. 1974 and at age 65 the employee and spouse must enroll in both Parts A and B of Medicare. The employer will continue to reimburse the employee for the Medicare Part B premiums paid by the member and/or their spouse.

ARTICLE XVII

SAVINGS CLAUSE

In the event that any federal or state legislation, governmental regulation or court decision cause invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect and the parties shall renegotiate concerning any such invalidated provisions.

ARTICLE XVIII

REIMBURSEMENT FOR EXPENSES

Section I:

Terms and Conditions

a. Court Appearances

Meals and mileage expenses shall be paid to an officer who attends court, with the exception of civil court, outside the Borough in connection with a matter arising out of the Borough's employment when the Chief determines it is impractical to eat at home and/or fails to provide transportation.

b. Schools, Training and Other Assignments

Meals and mileage expenses shall be paid to an officer who is on an official assignment including overtime assignment, when the Chief determines that it is impractical for the officer to eat at home and/or fails to provide transportation.

Section II:

Meals

Meals shall be paid in full following approval by the Chief when incurred under the above listed "Terms and Conditions". The mileage shall be paid at a rate of eighteen cents (\$.18) per mile, computed from the officer's home and returning to same when incurred under the above "Terms and Conditions".

ARTICLE XIX

EDUCATIONAL INCENTIVE

The Borough will pay to the officer or on his behalf, the actual cost of law enforcement classes successfully passed by the officer at an accredited college, provided such officer has obtained the prior approval of the Police Department for such course.

Education and training classes are periodically made available to members of the Police Department through various providers. A notice of all classes made available to department members shall be posted.

ARTICLE XX

PERSONAL DAYS

Section I:

All officers shall be granted four (4) "personal" working days off per calendar year. Officers will be permitted to take the dates requested provided that the request is in accordance with policy established by the Chief of Police. Management reserves the right to deny personal days in the event of a departmental emergency. The necessity of utilizing officers for overtime shall not constitute an "emergency" for purposes of this section. Said "personal" days may be added to the vacation leave specified in Article XIV.

Section II:

In any event "personal" working days referred to in Section I are not used in the year they are granted, they will be forfeited. Any accumulated personal days prior January 1, 2010 may be used any time in accordance with policy or taken as terminal leave or cashed out the time of retirement.

ARTICLE XXI

PERSONNEL FILES

Section I:

All officers shall have the right to inspect and photocopy their personnel file (except in the event of a prior or ongoing investigation) within a period of forty-eight (48) hours after the request is made and at a reasonable time, provided that the Chief of Police, or his designated representative, is present at the time of inspection and photocopying. A representative of the Association may be present when requested by the officer.

Section II:

No document or report shall be placed in an officer's personnel file without prior notice to the officer. In the case of derogatory material, the officer shall have the opportunity or may be required to affix his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The officer shall also have the right to submit a written answer to such derogatory material and his answer shall be attached to the file copy.

ARTICLE XXII

OVERTIME

Section I:

Intradepartmental Overtime: Officers will not be eligible for overtime, unless a "State of Emergency" is declared in the Borough of Bound Brook. Upon declaration of a "State of Emergency" any hours worked in excess of their regular duty assignment will be considered overtime until said declaration expires.

Any hours worked in excess of their regular duty assignment during normal operations shall be compensated at an hour for an hour in time off. A record of this time shall be kept and must be used in the same calendar year. Any time not used in the calendar year shall be forfeited.

Section II:

Police Services for Special Events Throughout Said Organizations: With regard to requests for police protection at special events or by outside organizations, a regular full-time officer shall have preference for such assignments. Assignments shall be distributed as equally as possible among the members of the department and shall not interfere or conflict with the performance of the officer's regular duties. No officer shall be eligible for special assignments if he has not performed his last duty assignment. Officers of the S.O.A. shall be paid at an overtime rate equal to that of a Sergeant.

ARTICLE XXIII

NO STRIKE

There shall be no strikes, work stoppages or slowdowns of any kind during the life of this Agreement. No officer or representative of the P.B.A. shall authorize, institute or condone any such activity. No employee shall participate in any such activity. The employer shall have the right to take disciplinary action, including discharge, against any employee participating in violation of the provisions of the Article.

ARTICLE XXIV

LEGAL AID

The employer shall provide legal aid to all personnel covered by this Agreement in suits or other legal proceedings against them arising from incidents in the line of duty in accordance with current state statutes. This shall not be applicable in any disciplinary or criminal proceedings instituted against the employees by the employer. The attorney selected shall be reasonably satisfactory to the officer.

ARTICLE XXV

DENTAL PLAN

The Borough shall provide each member of the department with a family policy of insurance covering dental expenses in accordance with a plan. The borough's responsibility is not more than \$40.16 per month per department member which shall be their only obligation. The departmental members shall be responsible for any and all increases in costs after the first year and above the \$40.16 per month per officer baseline. The department, at its discretion may select an alternative policy, in later years, with the Borough's obligation being exclusively limited to \$40.16 per month per department member. This policy will not be precedential or evidential for purposes of establishing any co-payment obligation for general medical coverage.

ARTICLE XXVI

HEALTH BENEFITS CO-PAYMENT

Any officer covered by this contract after the effective date of this contract shall be entitled to Health Benefits payments in accordance with the following schedule, which includes co-payments:

- A. **Health Benefit Premium Co-Payments:** Officers shall contribute 1.5% of their base salary towards their annual Medical Benefit Premiums. The 1.5% contribution will be deducted from the officer's payroll in accordance with their pension deduction schedule.
- B. Any employee hired after January 1, 2010, shall only be entitled to single benefit coverage paid for by the borough. The cost of dependant coverage will be the responsibility of the employee.
- C. Upon expiration of this agreement the contribution shall be 1.5% inclusive of any contribution required by state law.

ARTICLE XXVII

REPRESENTATION FEE

If an employee does not become a member of the P.B.A. during any membership year (i.e., from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the P.B.A. for that membership year. This fee shall be the maximum allowed by law.

Section I:

Notification

Prior to March 1 of each year, the P.B.A. will submit to the employer a list of those employees who have neither become members for the then current membership year nor paid directly to the P.B.A. the full amount of the representation fee for that membership year. The employer will deduct from the salaries of such employees, in accordance with Paragraph II below, the full amount of the representation fee and promptly will transmit the amount so deducted to the P.B.A.

Section II:

Payroll Deduction Schedule

The employer will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- a. Ten (10) days after receipt of the aforesaid list by the employer; or
- b. Thirty (30) days after the employee begins his/her employment in a bargaining unit position.

Section III:

Termination of Employment

If an employee required to pay a representation fee terminates his employment with the employer before the P.B.A. has received the full amount of the representation fee to which it is entitled under this Article, the employer will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question. The PBA must provide thorough with notice of amount due.

Section IV:

Mechanics of Deduction and Transmission of Fees

Except as otherwise provided in this Article, the mechanics for the deduction of representation fee and the transmission of such fees to the P.B.A. will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the P.B.A.

Section V:

Changes

The P.B.A. will notify the employer in writing of any changes in the list provided for in Paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the employer receives said notice.

Section VI:

New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the employer will submit to the P.B.A. a list of all employees who began their employment in a bargaining unit position during the preceding 30-day period. The list will include names, job, title, and date of employment for all such employees.

Section VII:

Indemnification

The P.B.A. agrees to indemnify and hold the Borough harmless against any liability which may arise by reason of any action taken by the Borough in complying with the provisions of this Article, provided the Borough gives the P.B.A. timely notice in writing of any claim, demand, suit or other form of liability arising out of the implementation of this Article. This indemnification shall include all legal costs.

ARTICLE XXVIII

SEPARABILITY

In the event that any federal or state legislation, governmental regulation or court decision causes invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect and the parties shall renegotiate concerning any such invalidated provisions to provide for a mandatory negotiable substitute.

ARTICLE XXIX

DURATION

This Agreement shall become effective as of January 1, 2010 and shall terminate on December 31, 2014 and shall continue in full force and effect until a successor Agreement is signed.

**FOR THE S.O.A. of
BOUND BROOK P.B.A. LOCAL #380**

**FOR THE BOROUGH OF
BOUND BROOK**

David Czarcinski

Mayor Carey Pilato

Kevin Rivenbark

Randy Bahr, Borough Administrator

Stephen Spolarich

Dated: _____

Dated: _____

SCHEDULE A

The following base salaries shall be paid for the respective year:

<u>POSITION</u>	<u>2010</u>
Lieutenant	133,000.00
Lieutenant promoted prior to 1/1/2010	138,000.00

SCHEDULE B

<u>POSITION</u>	<u>2011</u>
Lieutenant	133,000.00 (Frozen)

The following base salaries shall be paid for the respective year: (3 % increment)

Lieutenant promoted prior to 1/1/2010	142,140.00
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SCHEDULE C

<u>POSITION</u>	<u>2012</u>
Lieutenant	133,000.00 (Frozen)

The following base salaries shall be paid for the respective year: (3% increment)

Lieutenant promoted prior to 1/1/2010	146,404.00
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SCHEDULE D

The following base salaries shall be paid for the respective year: (3% increment)

<u>POSITION</u>	<u>2013</u>
Lieutenant	136,990.00
Lieutenant promoted prior to 1/1/2010	150,796.00

SCHEDULE E

The following base salaries shall be paid for the respective year: (3% increment)

<u>POSITION</u>	<u>2014</u>
Lieutenant	141,100.00
Lieutenant promoted prior to 1/1/2010	155,320.00