

AGREEMENT

BETWEEN

THE BOROUGH OF POINT PLEASANT

AND

THE PATROLMEN AND SERGEANTS

OF

**POINT PLEASANT BOROUGH POLICEMEN'S
BENEVOLENT ASSOCIATION LOCAL NO. 158**

JANUARY 1, 2006 THROUGH AND INCLUDING DECEMBER 31, 2009

**LOCCKE & CORREIA PA
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This collective bargaining agreement entered into be effective the first day of January, 2006.

Between The BOROUGH OF POINT PLEASANT, a municipal corporation of the State of New Jersey, hereinafter referred to as "Employer"

And, The Patrolmen and Sergeants of PBA Local #158, hereinafter referred to as "Employee", through a negotiating committee chosen from among its members, hereinafter referred to as "Committee".

WITNESSETH THAT , for and in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

ARTICLE I - STATEMENT OF PRINCIPLES

Section 1. That Employer has heretofore recognized Committee as the sole and exclusive bargaining representative of all patrolmen, patrolmen detectives, sergeants, detective sergeants, excluding the Police Chief, lieutenants, detective lieutenants, captains, detective captains, all clerical employees and all others.

Section 2. That Employer has an obligation, pursuant to Chapter 123 of the Laws of 1974, **NJSA 34:13A-1** et seq., to negotiate with Committee as the said representative and to provide orderly and peaceful proceedings for presenting Employee grievance and proposals.

Section 3. That it is the intention of the parties to memorialize by this Contract the terms of employment between Employer and Employee so as to reduce to writing current pay scales, working hours and other terms of employment, most of which are of long standing and practice, to end that there will be a clear understanding between the parties which will promote a continued, harmonious relationship between them.

Section 4. That Employer, on its behalf and on behalf of the citizens of the Borough of Point Pleasant, hereby retains and reserves unto itself without limitation, all power rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States.

Section 5. That the exercise of the foregoing powers, authority, duties and responsibilities by Employer and the adoption of policies, rules, regulations and

practices in furtherance thereof, and the use of judgment and the discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent that such specific express terms hereof are in conformity with the Constitution and laws of the State of New Jersey and of the United States.

Section 6. That Nothing contained herein shall be considered to deny or restrict Employer of its rights, responsibilities and authority under the laws of the State of New Jersey or under any local laws as they pertain to Employer, and it is the intention of both parties hereto that this Agreement be construed in harmony with the rules and regulations of the New Jersey Civil Service Commission.

Section 7. That the terms of this Contract shall be from January 1, 2006 through December 31, 2009.

Section 8. That for all purposes hereunder where computation of length of service shall be required, the first day of the first month of permanent, full time employment shall constitute the anniversary date of employment.

Section 9. That this Agreement shall be binding upon the parties hereto for the terms of the Contract as specified in Section 7 above.

ARTICLE II - NEGOTIATING PROCEDURE

Section 1. That negotiations for a future contract shall begin not later than October 1, 2009 and good faith efforts shall be made to conclude an Agreement within sixty (60) days from the commencement of such negotiations.

Section 2. That neither party shall have any control over the selection of the negotiating representatives of the other party, and each party hereby agrees that its representatives shall be clothed with all the necessary power and authority to make proposals, consider proposals, and make further counter proposals in the course of negotiations, with final approval of the contract to be made by the Employer at an open public meeting.

Section 3. That this Agreement incorporates the entire understanding of the parties on all matters which were, or could have been, the subject of all negotiations, and neither party shall be required to negotiate further with respect to any such matter, whether or not covered by this Agreement.

Section 4. That, except as this Agreement shall hereinafter specifically otherwise provide, all conditions of employment heretofore established by the rules, regulations, policies and practices of the Borough of Point Pleasant shall continue in effect as though set forth at length herein, and nothing provided herein shall be interpreted or construed so as to eliminate, reduce, or otherwise detract from any benefits to either party existing prior to the effective date of the Agreement, other than as changed by this Agreement.

ARTICLE III - SALARIES AND RATE OF PAY

Section 1. The parties agree to the salaries as set in **Appendix A**.

Section 2.

PATROLMAN DETECTIVE - Shall receive \$1,000.00 additional stipend above current base rate of pay.

DETECTIVE SERGEANTS - Shall receive \$1,200.00 additional stipend above sergeants base rate of pay.

Section 3.

For all Employees hired prior to March 1, 1999, eighteenth (18th) year shall mean eighteen (18) years in the pension system. Therefore, if someone has 5 years of pensionable service with another town, and has 13 years with Point Pleasant Borough, then this meets the requirement of the eighteen (18th) year for the senior patrolman incentive pay. However, for all Employees hired after March 1, 1999, the eighteen (18) years will mean eighteen (18) years of service to Point Pleasant Borough.

Section 4. Salary plus his/her longevity compensation as determined pursuant to Article XII hereof divided by the number of regular pay periods during the calendar year.

Section 5. That each Employee shall receive two (\$2.00) dollars shift differential compensation for each day on which he shall work the midnight to 8:00 am shift, said shift differential compensation being paid to offset the additional cost of a meal which such Employee cannot reasonably expect to be prepared for him at

his home during such shift. In lieu of shift differential, on January 1, 1996, Employer agrees to provide a lunchroom/lounge with a full size refrigerator, microwave oven, sink with running water, table and chairs for use of members. If lunchroom/lounge is not available by January 1, 1996, each Employee shall receive four (\$4.00) dollars shift differential compensation as outlined above. If lunchroom/lounge is not available by January 1, 1997, each Employee shall receive five (\$5.00) dollars shift differential compensation as outlined above.

Section 6. Each Employee assigned to the Scuba Team shall be paid at the rate of two and one-half (2½) times his regular rate of pay on an hourly basis, based upon a forty (40) hour week for any period of time during which he is activated as a member of the Scuba Team.

Section 7. Members of the Scuba Team will be allowed four (4) hours overtime quarterly each year for the purposes of testing practice.

Section 8. Employees who purchase prior retirement will have their anniversary date adjusted to correspond with pension records. The Employee will be entitled to accrue additional vacation days and his longevity base commensurate with their new anniversary date, for any previous employment with the Borough of Point Pleasant.

Section 9. During this Contract, and if legally permissible, and if not forbidden by insurance company regulations, retired members of the collective bargaining unit may continue at their own expense and upon repayment to the Borough, medical

insurance plans at the group rate.

Section 10. Each Employee who has received a certification for EMT training and is therefore certified to perform EMT services shall receive a stipend of \$750.00 per year. Said stipend shall be paid by separate check on the first pay date in January of each year.

ARTICLE IV - RIOT DUTY

Section 1. That the Employer recognizes that the preservation of law and order and public safety during civil disturbances, both within and outside of the community, requires performance of services by Employees which exposes them to personal hazards beyond those normally incurred in the performance of police duties.

Section 2. That the Employer, as a recognition of such hazards, shall pay to each Employee who participates in the policing and control of civil disturbances, compensation at the rate of two and one-half (2½) times his/her regular rate of pay, on an hourly basis, based upon a forty (40) hour week, for such duty in a municipality other than the Borough of Point Pleasant which reimburses the Employer for expenses incurred by it in providing such police personnel. In all other instances, each Employee performing such duty shall be paid at regular overtime rate. In all events, the riot duty compensation paid to Employees shall be for the number of hours devoted to such duty or for two (2) hours, whichever shall be the greater.

ARTICLE V - OVERTIME COMPENSATION

Section 1. Each Employee shall be paid overtime compensation at the rate of one and one-half (1 ½) times his/her regular rate of pay for the following:

- a. Any additional time worked beyond the ordinary tour of duty shall be paid at the rate of time-and-one-half;
- b. In the event an officer is called into duty other than for his normal assignment, he shall be paid at time-and-one-half for all time worked during such periods; but in no case shall he be paid for less than two (2) hours at this rate.

Section 2. For each off-duty court appearance required of an Employee, there shall be paid to such Employee, overtime compensation for either the time devoted to such appearance, or for three (3) hours overtime, whichever shall be greater.

Section 3. Any requests for outside employment involving members of the bargaining unit shall be assigned to all members of the bargaining unit, on a rotating basis. If a member of the bargaining unit refuses to accept such outside employment, he/she shall be credited for it for purposes of equitable distribution as if he/she accepted. The contractor providing such outside employment shall be urged to provide a minimum of three (3) consecutive hours at any one time. The Employer agrees to post a seniority list which shall be promulgated in order to gauge the assignment to outside overtime opportunities. Said posted seniority list will contain the phone numbers of each officer and a written record will be kept of the numbers of times each

officer works in outside overtime assignments.

Section 4. In the event a Patrolman is in charge of a shift, he/she will receive the same pay as that received by sergeants for the period in which he acts in the position of that higher rank. The differential will be based on the base salary of the patrolman and sergeant.

Section 5. Overtime consisting of one and one-half (1 ½) time his or her regular rate of pay shall be paid to all patrolmen and sergeants assigned to the Patrol Division and those assigned to four (4) days on and two (2) days off schedules for any time worked in excess of either a regular work day of eight (8) hours and thirty (30) minutes or the regular work week which is four (4) days on and two (2) days off at the eight(8) hours and thirty (30) minutes per day.

Section 6. An Employee may, at his or her sole discretion, choose to be paid his overtime payment of time and one-half in either cash or compensatory time, if compensatory time is chosen, then the actual use of the compensatory time will be pursuant to police department rules and regulations and state and federal laws. An Employee may have up to a maximum of fifty (50) hours compensatory time on the books, or in the compensatory bank. For example, if an Employee has 50 hours of compensatory time in the bank, then he may not add to the 50 hours. However, if he uses 10 hours and reduces the bank compensatory time from 50 hours to 40 hours, then the Employee may add up to another 10 hours, for a maximum of 50 hours.

ARTICLE VI - VACATIONS

Section 1. During each year of this Agreement each permanent, full time Employee shall be entitled to vacation with pay at his/her regular rate of pay as follows:

<u>Length of Service</u>	<u>Vacation Time</u>
Up to one (1) year	One (1) working day for each month of service
Second (2) through fifth (5) year	Fourteen (14) working days
Sixth (6) through tenth (10) year	Seventeen (17) working days
Eleventh (11) through fifteenth year	Twenty (20) working days
Sixteenth (16) through twentieth (20) year	Twenty-three (23) working days
Twenty-first (21) through twenty-fifth (25) year	Twenty-six (26) working days
Twenty-sixth year and thereafter	Twenty-nine (29) working days

During the final year of employment, one-twelfth (1/12th) of annual vacation based upon years of service for each month of service.

Section 2. Any officer promoted to the rank of sergeant shall receive twenty-six vacation days upon completion of his fifteenth year of service. Said officer will move to twenty-nine vacation days upon completing twenty-five years of service.

Section 3. That, in order not to hamper the proper and efficient operation of the Police Department, the parties agree that the scheduling of vacations shall be subject to supervision of the Chief of Police in accordance with sound departmental administrative requirements, but the following conditions shall be observed in such scheduling:

A. Selection of vacation time shall be based upon seniority, provided that such requests for vacation time are filed with the proper departmental officer on December 1st of the preceding year; thereafter, selection of vacation time will be

allotted to the Employee first requesting time, regardless of seniority.

B. No Employee shall be permitted to take more than three (3) consecutive weeks of vacation time at any one time, unless approval has been obtained from the Chief of Police. Vacation may start on any day of the week, providing the lieutenant determining schedules, so approves.

C. Only one (1) Employee in each rank shall be permitted to schedule concurrent vacation time during the period from June 15th through September 15th, and, in the event that more than one (1) Employee shall request concurrent vacation time during said period, the selection of the Employee whose request will be honored, shall be based upon seniority, unless sound departmental administration permits or requires otherwise, subject to the provisions of paragraph A.

D. Requests for vacation shall be submitted for approval by December 1 of the prior year.

ARTICLE VII - HOLIDAYS

Section 1. That the following days are recognized as holidays and Employees working thereon shall be paid for their work at their regular rate of pay for a regular eight (8) hour working day. Each member of the bargaining unit shall enjoy the following holidays per year, as listed below: (see Appendix B for date specification)

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Washington's Birthday	Thanksgiving Day
Lincoln's Birthday	Veteran's Day
Good Friday	Election Day
Easter	Christmas Eve* (if worked)
Memorial Day	Christmas
	Employee Birthday

* Note: Christmas Eve is ½ holiday.

Section 2. That, when any of the above holidays is in conflict with the religious belief of any Employee, such Employee may substitute a religious holiday of his religious belief, provided adequate notice is given to the Chief of Police.

Section 3. In the event that any member of the bargaining unit is required to work on any of the aforesaid holidays, or in the event that any such holidays shall fall on a non-duty day, then subject to sound departmental administrative requirements.

The entire holiday benefit (116 annual hours) shall be folded-in and paid along with regular payroll and utilized for all computation purposes. The salary schedule annexed to this contract includes value of the holiday benefit on a folded-in basis.

Section 4. Effective January 1, 2002 the overtime rate will be paid for all work done on a designated holiday. This compensation shall be in addition to the

holiday pay paid by the Borough to each member of the unit on the last pay in November in each year of this Agreement, as has been prior practice.

ARTICLE VIII - SICK LEAVE

Section 1. Each permanent, full time Employee shall be granted fifteen (15) working days sick leave with pay each calendar year for non-duty connected injuries and illnesses.

Section 2. Sick leave not taken shall accumulate from year to year, and each Employee shall be entitled to accumulative sick leave with pay, if and when needed.

Section 3. In computing the amount of pay for sick leave, there shall be deducted the amount of money, if any, which such Employee is paid under provisions of Chapter 15 of Title 34 of the Revised Statutes of New Jersey for temporary disability during the period of time such Employee shall be absent from work on sick leave.

Section 4. Sick leave is hereby defined to mean absence from post of duty of an Employee, due to illness, injury, exposure to contagious disease, or attendance upon an Employee's immediate family being seriously ill or injured and requiring the care and attendance of such Employee.

Section 5. An Employee who has been absent on sick leave for five or more consecutive work days may be required to submit acceptable medical evidence substantiating the illness.

1. An Employee who has been absent on sick leave for periods totaling more than fifteen (15) days in one calendar year, consisting of periods respective appointing authority and thereafter may be required to submit acceptable

medical evidence for any additional sick leave in that year. In cases where an illness is of a chronic or recurring nature, causing recurring absences of one day or less, only one submission of such proof shall be necessary for a period of six (6) months.

(a) The appointing authority may require proof of illness of an Employee on sick leave, whenever such requirements appear reasonable. Abuse of sick leave shall be cause for disciplinary action.

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

(c) In the case of death in the immediate family, reasonable proof shall be required.

(d) The appointing authority may require an Employee who has been absent because of personal illness, as a condition of his/her return to duty, to be examined at the expense of the agency, by a physician designated by the appointing authority. Such examination shall establish whether the Employee is capable of performing his/her normal duties and that his/her return shall not jeopardize the health of other Employees.

Section 6.

(a) Where an Employee is covered under this Agreement suffers from a work connected injury or disability, the Employer shall continue such Employee at full pay during the continuance of such Employee's inability to work, for a period of up to one year. During this period of time, all temporary disability benefits accruing under the

provisions of the Worker's Compensation Act shall be paid over to the Employer.

(b) The Employee shall be required to present evidence by certificate of a responsible physician that he/she is unable to work and, the Employer may reasonably require said Employee to present such certificates from time to time.

(c) In the event the Employee contends that he/she is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Employer or by its insurance carrier, then, and in that event, the burden shall be upon the Employee to establish such additional period of disability not to exceed a total of one year from the first day of the Employee's inability to work by obtaining a judgment in the Division of Worker's Compensation establishing such further period of disability and such findings by the Division of Workers' Compensation, or by the final decision of the last reviewing court shall be binding by the parties.

(d) For the purposes of this Article, injury or illness incurred while the Employee is attending an Employer sanctioned training program, shall be considered in the line of duty.

(e) In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as to an injury on duty, the parties agree to be bound by the decision of an appropriate Worker's Compensation judgement, or if there is an appeal therefrom, the final decision of the last reviewing court.

(f) Any officer who is injured, ill or disabled from any cause, may be granted

an injury leave with pay for a period not exceeding one (1) year provided that an examining physician appointed by the Borough certifies to such an injury, illness or disability, pursuant to NJSA 40A:14-137.

Section 7. An Employee may, at his or her sole discretion, choose to turn in two (2) sick days to receive one (1) personal day, however, an Employee must have fifty (50) sick days accumulated to be eligible. The maximum an Employee is allowed to use is ten (10) sick days to receive five (5) personal days.

Section 8. An Employee shall be compensated and paid for accumulated sick time in an amount not greater than sixty (60%) percent of his annual salary (base salary, plus longevity) as of the year of employment termination. However, any Employee hired on or after February 1, 1999 shall have a cap of \$15,000.00.

Section 9. In the event of the death of an Employee, the accumulated sick time shall be paid over to the Employee's beneficiary as designated in the Employee's pension file.

ARTICLE IX - BEREAVEMENT TIME

Section 1. In the event of a death of his/her spouse or child, an Employee shall be granted five (5) working days from duty, with pay, which days shall not be charged against either sick leave or vacation time.

Section 2. In the event of a death in his /her immediate family, as hereinafter defined, an Employee shall be granted three (3) working days leave from duty, with pay, which days shall not be charged against either sick leave or vacation time.

Section 3. Immediate family is hereby defined as: parent, brother, sister, grandparent, or grandchild of an Employee or spouse.

Section 4. In the event of an aunt, uncle, nephew, niece or cousin the member of the bargaining unit shall be granted one (1) working day of leave with pay, which day shall not be charged against either sick leave or vacation time.

Section 5. Employee must use a "Bereavement Day" under this article on the day of the funeral.

ARTICLE X - HOSPITAL AND MEDICAL INSURANCE

Section 1. Hospital and medical insurance shall be provided by the Employer as set forth from time to time in the Ordinances of the Borough of Point Pleasant except as specifically modified by this Agreement.

Section 2. The UCR Insurance Plan shall be in full force and effect for Employees and the optical plan shall be dropped.

Section 3. As soon after the execution of this Agreement as is practicable the following modifications may be made by the Employer on the dates specified:

- A. Effective as soon as practicable after the Agreement the prescription plan co-pay shall be increased to \$5.00 for generic drugs; and \$10.00 for non-generic drugs. The co-pay shall be applicable to both retail and "mail order" prescriptions.
- B. Effective January 1, 2007 the prescription plan co-pay shall be increased to \$15.00 for name brand retail and "mail order" prescriptions.
- C. Effective January 1, 2008 the prescription plan co-pay shall be increased to \$10.00 for generic retail and "mail order" drugs; and \$25.00 for name-brand retail and "mail order".

Section 4. It shall be understood by the parties that selection of the carrier to provide coverage for the Borough shall be the sole responsibility of the Borough, providing that the carrier maintains the equivalent level of benefits enjoyed by the member and family of the unit.

Section 5. It shall be understood by the parties that medical coverage plans

may include, at the Borough's option, second opinion and ambulatory care programs, in addition to the coverage being received.

Section 6. Effective January 1, 1990 the Employer shall provide dental service coverage (75%) percent to all Employees at no cost to them. Said plan shall be the current Connecticut General Plan or its equivalent.

Section 7. Beginning January 1, 1999, an Employee shall pay Ten (\$10.00) Dollars every two (2) weeks towards a medical coverage premium co-payment which will not exceed Two Hundred Sixty (\$260.00) Dollars per year.

ARTICLE XI - PROFESSIONAL DEVELOPMENT AND IMPROVEMENT

Section 1. That it is in the best interest of the Borough of Point Pleasant to encourage police officers to further their higher education in Police Science and subjects related to improving their ability to better serve the community as efficient, competent and knowledgeable law enforcement officers; and, to that end, to pay additional compensation to police officers who successfully complete courses in such fields of study.

Section 2. That it shall be the obligation of each Employee to receive written approval for each subject course, prior to enrollment therein, such approval to be obtained from the Chief of Police and the Police Committee of the Employee.

Section 3. All newly hired police officers shall be granted credit for salary purposes in accordance with the restriction of present Section 4 for each course of study eligible for credit toward an Associate of Arts degree, or for each course of study eligible for credit toward a more advanced course degree, which normally would receive prior approval from the Chief of Police.

Section 4. Upon attainment of a grade "C" or higher in each course of study eligible for credit toward an Associate of Arts degree, or the attainment of a grade "C" or higher in a course of study eligible for credit toward a more advanced college degree, after receipt of permission, pursuant to Section 2 hereof, such Employee shall receive, in addition to his/her base salary, annual compensation (to be known as College Credit Compensation). Said compensation shall be at a rate of \$12.50 for

each credit hour approved by the Chief of Police. Said approval shall not be unreasonably denied and shall be based upon Article XI of the Collective Bargaining Agreement. Employees obtaining a Bachelors Degree or higher will receive one thousand one hundred (\$1,100.00) dollars per year for college credit compensation. Employees obtaining an Associates Degree shall receive Nine Hundred and Fifty (\$950.00) dollars per year. Except for those Employees obtaining a degree, no Employee shall receive more than eight hundred fifteen (\$815.00) dollars in any given year.

Section 5. College Credit Compensation for each such course shall commence on the pay date next following submission to the Employer of proof of successful completion of such course.

Section 6. College Credit Compensation shall be paid on the first pay in January by separate check.

ARTICLE XII - LONGEVITY COMPENSATION

Section 1. It is in the best interests of the Borough of Point Pleasant to encourage police officers to commit themselves to lengthy careers of public service, and, to that end, to pay additional compensation to those Police Officers who dedicate their lives to the service of citizenry of the Borough of Point Pleasant.

Section 2. In addition to annual salary, each member of the bargaining unit shall receive longevity compensation as follows:

<u>Years of Service</u>	<u>Percentage of Annual Pay</u>
After three (3) full years	One (1%) percent
After six (6) full years	Two (2%) percent
After nine (9) full years	Three (3%) percent
After twelve (12) full years	Four (4%) percent
After fifteen (15) full years	Five (5%) percent
After eighteen (18) full years	Eight (8%) percent
After twenty-one (21) full years	Nine (9%) percent
After twenty-four (24) full years	Ten (10%) percent

Section 3. Each member of the bargaining unit hired after July 1, 1995 shall receive longevity compensation as follows:

<u>Years of Service</u>	<u>Percentage of Annual Pay</u>
After seven (7) full years	One (1%) percent
After nine (9) full years	Two (2%) percent
After eleven (11) full years	Three (3%) percent
After thirteen (13) full years	Four (4%) percent
After fifteen (15) full years	Five (5%) percent
After eighteen (18) full years	Eight (8%) percent
After twenty-one (21) full years	Nine (9%) percent
After twenty-four (24) full years	Ten (10%) percent

ARTICLE XIII - UNIFORMS AND EQUIPMENT

Section 1. To assure that all future regular Employees shall be adequately and appropriately equipped upon assuming their duties, each such regular Employee shall, upon commencement of his/her duties, be issued the following new equipment and clothing:

- Three (3) pairs of summer pants
- Three (3) pairs of winter pants
- Three (3) long sleeve shirts
- Five (5) short sleeve shirts
- One (1) hat and rechargeable flashlight
- One (1) tie
- One (1) raincoat
- One (1) pair of rain boots
- One (1) winter jacket
- One (1) winter overcoat
- One (1) pair of leather boots or shoes
- One (1) leather belt
- One (1) leather holster
- One (1) handcuff case and handcuffs
- One (1) ammo pouch
- One (1) key holder
- One (1) whistle chain
- One (1) service weapon to be determined by the Chief of Police or his designee

All officer hired after July 1, 1995 shall also receive the following:

- One (1) bulletproof vest
- One (1) Sam Brown belt and clips
- One (1) PR 24 and holder
- One (1) Mace or O.C. Spray and holder
- One (1) police sweater

Section 2. To receive payments to partially defray the expense of replacing uniform components, required civilian clothing and necessary cleaning and repairing,

newly hired members of the bargaining unit must complete one (1) year of service. After completing one (1) year of service, the members of the bargaining unit shall, for each remaining month of the calendar year, receive one-twelfth (1/12th) of the established sum, as indicated below, and thereafter, shall receive yearly the following:

(a) To partially defray the expense incurred by regular members of the Bargaining Unit in replacing worn or damaged uniform components, the Employer shall, within thirty (30) calendar days after the adoption of the Municipal Budget, recompense each such member of the Bargaining Unit for the replacement cost of damaged or worn uniform components, Six hundred seventy-five (\$675.00) dollars each year, per member of the Bargaining Unit, after receiving appropriate proof of the uniform components replaced and the cost thereof. Any changes or modifications to the police uniform will be discussed with the PBA with regard to uniform specifications. The PBA shall give impute; however, the final decision will be that of the Chief of Police or his designee.

(b) To partially defray the expense of maintaining adequate business wardrobe incurred by those regular members of the Bargaining Unit assigned to the detective division, detectives shall be issued open purchase orders or cash at the store of their choice, in lieu of uniform allowances.

(c) The Borough of Point Pleasant shall, in lieu of cleaning payments for each officer, contract with a local cleaner for the cleaning of the police uniforms. Detectives shall receive the full cleaning payment if the securing of an agreement is

not successful.

(d) The above clothing allowance may be spent for a period of not less than six (6) months after clothing bids are awarded.

ARTICLE XIV - RETIREMENT BENEFITS

Section 1. It is in the best interests of the Borough of Point Pleasant to encourage Police Officers to commit themselves to lifetime careers of public service, and to that end, to assure that Police Officers who do devote their lives to such careers receive adequate retirement benefits.

Section 2. For purposes of computing both Employee and Employer contributions to the Police and Firemen's Retirement System of New Jersey, Division of Pensions, the remuneration upon which such contributions are calculated shall be the sum of each respective member's annual salary plus his longevity compensation.

ARTICLE XV - LIABILITY PROTECTION

Section 1. The Employer recognizes that Employees are frequently called upon to apprehend, detain, arrest and prosecute members of the public; that the performance of such duties may result in the assertion of claims against the Police Officers for money damages grounded in negligence, willful misconduct or both, and that the assertion of such claims expose Employees to great financial loss in the event of an adverse verdict and in the event that Employees are called upon to defend such claim.

Section 2. To assure that Employees may effectively perform their duties without fear of financial loss because of damage claims asserted against them, the Employer shall:

A. Continue to maintain in effect public liability insurance in an amount adequate to protect Employees against damage awards grounded in negligence;

B. Maintain in effect liability insurance in an amount adequate to protect Employees against claims for compensatory damages arising out of alleged gross negligence, malicious prosecution, false arrest, assault and battery and similar torts.

C. In accordance with NJSA 40A:14-155 whenever a member of the Bargaining Unit is a defendant in any action or legal proceeding arising out of and directly related to the lawful exercise of police powers in the furtherance of his official duties, the Employer shall provide said member with necessary means for the

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.

D. The Borough shall continue to provide liability insurance protecting each of the Employees from any causes of action alleging negligence with performing emergency (volunteer) services during non-duty hours, including such services as EMT services, whether within or outside the boundaries of the Borough.

ARTICLE XVI - GRIEVANCE PROCEDURE

Section 1. For the purposes of this Agreement, the term "grievance" as used herein means any complaint, difference or dispute between the Employer and any Employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement affecting any Employees covered by this Agreement.

Section 2. An aggrieved Employee shall present his/her grievance in writing within ten (10) working days of knowledge of its occurrence, or such grievance shall be deemed waived.

Section 3.

STEP ONE

The Employee and the union representative, or the Employee individually, but in the presence of the union representative, shall take up the grievance in writing with the Chief of Police as is applicable who shall answer the grievance in writing within five (5) working days.

STEP TWO

If the grievant and/or the union representative is not satisfied with the results of Step 1, then, within five (5) working days, the grievant or the union representative must deliver the grievance in writing to the Borough Administrator who shall have five (5) working days in which to arrange a meeting between himself, the grievant and the union representative or the grievant, individually, but in the presence of the union representative. The written decision of the Borough Administrator shall be issued within five (5) working days of the meeting.

STEP THREE

If the Employer and/or the Union is not satisfied with the results of Step 2, then such Employee and/or Union shall present the grievance in writing within five (5) calendar

days to the Mayor and Council whose answer shall be in writing with ten (10) working days or in the event a Council Meeting is not held during said time, answer shall be given in writing within (2) working days of the next regularly scheduled Council Meeting.

STEP FOUR

If the grievant and/or the Union is not satisfied with the results of Step 2, and if the grievance applies only to the specific terms of this locally negotiated, written Agreement, then the Union, no later than the twenty-first (21st) calendar day after submitting the written grievance to the Mayor and Council, may bring the grievance to the New Jersey Public Employment Relations Commission to be resolved according to its rules and regulations.

STEP FIVE

The Arbitrator appointed by the New Jersey Public Employment Relations Commission shall have no authority to add to or subtract from, modify, change or revise this locally negotiated, written Agreement, in any manner. Furthermore, he/she shall have no authority to issue an award pertaining to an administrative decision or policy, rules, regulation of the appropriate state agency or state statute pertaining to terms and conditions of employment which are not grounded in this locally negotiated written Agreement. The Decision of the Arbitrator shall be final and binding.

STEP SIX

It shall be the intention of the parties to settle all differences between the Employer and the Union through the grievance procedures of this Agreement. Therefore, the Employee agrees that it will not lock out its Employees, and the Union agrees that they will not strike, slow down or cause a slow down, or engage in any work stoppage or other job action during the term of this Agreement.

Any Employee who violates the terms of this Section shall be subject to discharge.

ARTICLE XVII - CONVENTION COMMITTEE

Section 1. The Employer agrees to grant the necessary time off without loss of pay to the President of the Local and such other members of the Union selected as delegates to attend any State or National Convention, including mini conventions, of the New Jersey Policemen's Benevolent Association as provided under NJSA 11:26C-4.

ARTICLE XVIII - PERSONNEL FILES

Section 1. A personnel file shall be established and maintained for each Employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Chief of Police, any may be used for evaluation purposes. It is acknowledged that the Borough Clerk has on file personnel records as required by Civil Service Regulations.

Section 2. Upon advance notice and at reasonable times, any member of the Department may at any time review his personnel file. However, this appointment for review must be made through the Chief of Police or his designated representative.

Section 3. Whenever a written complaint concerning an officer of his actions is to be placed in his personnel file, a copy shall be made available to him. When the Employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the Employee shall be furnished with all details of the complaint, including the identity of the complainant.

Section 4. All personnel files will be carefully maintained and safeguarded permanently. The Chief of Police reserves the right to remove and modify documents as he deems fit from the personnel file. However, the Employees shall be advised of the documents modified and/or removed from his/her file.

ARTICLE XIX - DUES DEDUCTION AND REPRESENTATION FEE

Section 1. Dues and Deduction

(a) The Borough agrees to deduct from the salaries of those Employees covered by this Agreement dues for the Committee, as said Employees individually and voluntarily, in writing, authorize the Borough to deduct. Such deductions shall be made in compliance with NJSA 52:14-15.9e. Said monies, together with records of any corrections, shall be transmitted to the Committee by the Borough.

(b) The Committee shall certify to the Borough, in writing the current rate of its membership dues. Any change in the rate of membership dues will be transmitted to the Borough, in writing, prior to the effective date of such change.

(c) The Committee agrees to save the Borough harmless from any action or actions commenced by any Employee against the Borough, for any claim arising out of such deduction, and the Committee assumes full responsibility for the disposition of the funds.

Section 2. Representation Fee

A. The committee shall deliver to the Employer a written statement continuing the following:

1. A statement that the committee has determined the amount of representation fee in accordance with formulated requirements of NJSA 34:13A-5.4.

2. A statement that the committee has established a "demand and return" system in accordance with the requirements of NJSA 34:13A-5.4.

3. A statement establishing the amount of monthly representation fee to be deducted from the salary of each non-member. Such representation fee shall not exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

B. On the first day of each month, as necessary, the Committee shall provide the Employer with a list of all members of the Bargaining Unit who have failed to arrange for and become members of the Committee and a request that the representation fee of such non-members be deducted in accordance with the Agreement.

C. Beginning with the first full pay period following receipt of the above letter, the Employer will commence deductions from salaries in accordance with Paragraph D, below, of the full amount of the representation fee and will promptly transmit the amount so deducted to the Committee.

D. Payroll Deduction Schedules

The Employer will deduct the representation fee of the pay checks to each Employee on the aforesaid list. The deductions will begin with the first pay checks:

1. Following receipt of the list provided for in Paragraph A above, or
2. Thirty (30) days after a new Employee begins his/her employment in a Bargaining Unit position, unless the Employee previously served in a Bargaining Unit position, or was on layoff, in which event the deductions will begin with the first pay check paid ten (10) days after the resumption of the Employee's employment in a

Bargaining Unit position, whichever is later. The mechanics for deduction of representation fees and the transmission of such fees due to the Committee, as nearly as possible, shall be the same as those used for deduction of a regular membership to the Committee.

E. On or about the last day of each month as necessary, beginning with the month this Agreement becomes effective, the Employer will submit to the Committee a list of all Employees who began their employment in a Bargaining Unit position during the preceding thirty-day (30) period. The list will include names, job titles, and dated of employment for all such Employees.

F. The Committee hereby agrees to indemnify, defend, and save harmless the Employer from any claim, suit or action of any nature whatsoever, which may be brought at law or equity, or before an administrative agency with regard to or arising from the deduction from the salaries of any Employee or any sum of money as a representation fee under the provisions of this Agreement.

ARTICLE XX - UNPAID ATTENDANCE AT MEETINGS

Section 1. The parties agree that the Employer may schedule a maximum of two (2) Department meetings per year, not to exceed two (2) hours duration each.

Furthermore, the parties agree that the Employer may schedule a maximum of two (2) training sessions per year, not to exceed six (6) hours per sessions. Attendance at these meetings (both Department and training) may be required; however, the Contract shall make provisions that those on vacation and sick leave may not be required to attend. Those who attend required meetings on off-duty time shall be compensated with straight time compensatory time off.

Section 2. The parties agree that the Contract shall provide for progressive discipline for those disciplined for non-attendance at mandatory meetings.

Section 3. Nothing herein shall be interpreted to limit the Borough's ability to schedule other meetings where attendance is voluntary in nature.

ARTICLE XXI - MISCELLANEOUS

Section 1. Copies of this Agreement shall be printed at the expense of the Employer after agreement with the Committee on format, and such printing shall be completed, if possible, within thirty (30) calendar days after the agreement is signed. The Agreement shall be presented to all members of the Collective Bargaining unit.

Section 2. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter to the following addresses:

If, by the Committee to the Mayor and Council:

Municipal Building
2233 Bridge Ave., PO Box 25
Point Pleasant, NJ 08742

If by the Mayor and Council to the Committee:

Chairman of the Negotiations Committee at the proper residence address which shall be supplied, as change required, by the Borough Clerk.

Section 3. The Committee and its representatives may have the right to use the municipal buildings at all reasonable hours, for meetings; however, approval is required, and such approval shall not be unreasonably withheld. The Borough Clerk shall be notified in advance of the time and place of all such meetings.

Section 4. The Committee shall have the right to use the bulletin board for official communications, if such communications are signed by an appropriate officer of the Committee, and such material shall be subject to the approval of the Chief of

Police and shall not be unreasonably withheld.

Section 5. The Committee shall have the right to use the copier machine upon reasonable notice and providing it is not in use, providing that it makes payment to the Borough for the actual cost of materials used.

Section 6. Police Department meetings which require attendance shall not normally be called on Fridays, or any day immediately preceding a holiday.

Section 7. A Committee representative may speak to the members of the Bargaining Unit during any meeting referred to in Section 6 above, at the end of such meeting, providing no interference occurs with the normal operation of the Department.

Section 8. Upon return from an officially approved leave of absence, all benefits achieved prior to such leave of absence shall be restored to members of the Bargaining Unit; however, such absent time shall not count in any fashion toward accumulation of benefits nor seniority.

Section 9. Upon the attainment of twenty (20) years service withing the Borough of Point Pleasant Police Department, patrolmen shall be assigned the rank of Corporal. Such assignment shall not entitle an officer to any increase in pay, seniority entitlement or additional authority.

Section 10. The Policeman's Bill of Rights shall be attached to the Agreement as an Appendix for information purposes only, and shall not become part of the contract.

ARTICLE XXII - PERSONAL DAYS

Commencing January 1, 1990, each Employee shall be entitled to three (3) personal days per year. Said days to be scheduled subject to supervision and approval of the Chief of Police. The Chief of Police may deny use of said days if same create an overtime situation.

ARTICLE XXIII - SAVINGS CLAUSE

Section 1. The parties agree that if any provision of this contract or the application of this contract, as it applies to any Employee or set of circumstances, shall be held invalid, then the remainder of the Contract or the application of such provision to other persons or circumstances shall not be affected thereby.

Section 2. If any such provisions are determined to be invalid, then the Employer and the Employees shall meet within twenty (20) days thereafter for the purpose of negotiating changes made necessary by applicable law.

ARTICLE XXIII - SCHEDULING

Section 1. The workday for the Employees assigned to the Patrol Division shall consist of a shift of eight (8) hours and thirty (30) minutes continuously. The ordinary and regular work week for Employees assigned to the Patrol Division shall consist of four (4) consecutive days on with two (2) consecutive days off. The Chief of Police retains the right to make individual assignments.

Section 2. All Employees assigned to the Patrol Division shall work a permanent (non-rotating) shift, and each Employee shall select his own permanent shift based on the principles of seniority. All Employees assigned to the Patrol Division shall by November 1 of each calendar year select his or her permanent (non-rotating) shift, which permanent (non-rotating) shift will take effect January 1 on the next calendar year or on a date during the first week of January chosen by management, and the permanent shift so selected by the individual Employee will continue until the end of the calendar year . Therefore, an Employee shall select his/her permanent (non-rotating) shift by November 1 of one year for the next entire calendar year of 365 days.

It is agreed that emergency circumstances may arise that would constitute the need to temporarily reassigned an Employee in the patrol Division to another shift assignment, but, once the emergency condition no longer exists, the officer will be immediately reassigned to his regular chosen permanent working shift. An emergency circumstance shall not include any monetary reasons. The term

"emergency circumstances" shall be strictly interpreted in favor of the intent of the parties that this "emergency circumstances" clause be rarely implemented.

Section 3. The four (4) days on and two days off work schedule for the Patrol Division, and for those other officers also assigned to the 4 X 2 schedule shall not in any manner modify the hourly, daily, bi-weekly or annual salary, which shall be computed as it has been calculated in the past.

Section 4. The four (4) days on and two (2) days off work schedule shall not modify the days an Employee is entitled to for vacation, holidays, sick, personal, etc. An Employee shall continue to have the same days as set forth in the Contract. For example, an Employee who is entitled to 15 sick days will continue to be entitled to 15 sick days.

Section 5. Those officers not assigned the four (4) days on and two (2) days off schedule will receive two additional days off per year.

Section 6. Whenever an Employee is called to jury duty then said Employee shall not be required to work a regular shift at any time during that calendar day of jury duty.

ARTICLE XXIV - DURATION

Section 1. This Agreement shall be effective January 1, 2006, and shall continue in effect through December 31, 2009.

Section 2. IN WITNESS WHEREOF, the parties hereto have set their hands and seals and caused these presence to be signed by the appropriate officers and corporate seal of the Employer to be hereto affixed on the date and year set next to their names below.

BOROUGH OF POINT PLEASANT

DATED: 12/12 BY: _____
DATED: _____ BY: Donald J. Messeri
DATED: _____ BY: [Signature]

POINT PLEASANT BOROUGH PBA LOCAL 158

DATED: 12/12/06 BY: P.O. [Signature] D. RADSIWIAK
DATED: 12/12/06 BY: [Signature] R. L. LENSEN
DATED: 12/12/06 BY: P.O. [Signature] L. DOWNS

APPENDIX A-1

EMPLOYEES HIRED BEFORE JULY 1, 2006

	Effective 01/01/06	Effective 01/01/07	Effective 01/01/08	Effective 01/01/09
0-6 Months	\$23,276	\$24,207	\$25,175	\$26,182
6-12 Months	\$24,768	\$25,759	\$26,787	\$27,861
First Year Total	\$48,044	\$49,966	\$51,965	\$54,043
Second Year	\$56,142	\$58,388	\$60,724	\$63,153
Third Year	\$62,747	\$58,388	\$60,724	\$70,582
Fourth Year	\$69,352	\$72,126	\$75,011	\$78,011
Fifth Year	\$75,959	\$78,997	\$82,157	\$85,443
Sixth Year to 17th Year	\$82,564	\$85,867	\$89,302	\$92,874
18th Year and More	\$83,851	\$87,205	\$90,693	\$94,321
Sergeants	\$93,914	\$97,670	\$101,577	\$105,640

APPENDIX B

HOLIDAY SPECIFICATION

	2006	2007	2008	2009
New Year's Day	01/01	01/01	01/01	01/01
M.L. King Day	01/16	01/15	01/21	01/19
Lincoln's Birthday	02/13	02/12	02/11	02/09
Washington's Birthday	02/20	02/19	02/18	02/16
Good Friday	04/14	04/06	03/21	04/10
Easter Sunday	04/16	04/08	03/23	04/12
Memorial Day	05/29	05/28	05/26	05/25
Independence Day	07/04	07/04	07/04	07/04
Labor Day	09/04	09/03	09/01	09/07
Election Day	11/07	11/06	11/04	11/03
Veteran's Day	11/10	11/12	11/10	11/09
Thanksgiving	11/23	11/22	11/20	11/19
Christmas Eve (½ day)	12/24	12/24	12/24	12/24
Christmas Day	12/25	12/25	12/25	12/25
Employee Birthday	** VAR	IOUS	DAYS	****

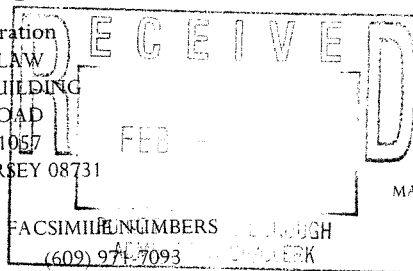
APPENDIX A - 2

EFFECTIVE FOR NEW EMPLOYEES HIRED AFTER JULY 1, 2006

	Effective 01/01/06	Effective 01/01/07	Effective 01/01/08	Effective 01/01/09
0 - 6 Months	\$29,562	\$30,745	\$31,975	\$33,254
7 - 12 Months	\$31,674	\$32,941	\$34,259	\$35,629
13 - 24 Months	\$41,387	\$43,043	\$44,765	\$46,555
25 - 36 Months	\$48,989	\$50,949	\$52,987	\$55,106
37 - 48 Months	\$56,591	\$58,855	\$61,209	\$63,657
49 - 60 Months	\$64,193	\$66,760	\$69,431	\$72,208
61 - 72 Months	\$71,794	\$74,666	\$77,653	\$80,759
73 - 84 Months	\$79,389	\$82,564	\$85,867	\$89,302
84th Month to 17th Year	\$82,564	\$85,867	\$89,302	\$92,874
18th Year and More	\$83,851	\$87,205	\$90,693	\$94,321
Sergeants	\$93,914	\$97,670	\$101,577	\$105,640

DASTI, MURPHY, McGUICKIN, ULAKY, CHERKOS & CONNORS

A Professional Corporation
COUNSELLORS AT LAW
THE CLOCK TOWER BUILDING
620 WEST LACEY ROAD
POST OFFICE BOX 1057
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Fed I.D. #22-3450668

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FACSIMILE
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GEORGE F. MURPHY, JR. † +
JERRY J. DASTI
GREGORY P. McGUICKIN
ROBERT E. ULAKY † ‡
RUSSELL P. CHERKOS
CHRISTOPHER J. CONNORS
O. NICHOLAS MONACO † †
CHRISTOPHER K. KOUTSOURIS *

† CERTIFIED CIVIL TRIAL ATTY
‡ MEMBER, NATIONAL ACADEMY OF
ELDER LAW ATTORNEYS, INC
+ MEMBER NJ AND FLA BAR
‡ MEMBER NJ AND PA BAR
* MEMBER NJ AND NY BAR
† RULE 1:40 QUALIFIED MEDIATOR

FORKEDRIVER@DMMLAWFIRM.COM

REPLY TO FORKED RIVER

PLEASE REFER TO:

February 1, 2007

Pt. Pleasant - PBA Contract
Negotiations 2006
(GL-15456)

David Maffei, Administrator/Clerk
Borough of Point Pleasant
2233 Bridge Avenue
P.O. Box 25
Point Pleasant, New Jersey 08742

Dear Mr. Maffei:

We enclose a copy of a letter dated January 26, 2007 from Richard Loccke, attorney for the PBA. Mr. Loccke is indicating that his client has advised that the salary scales set forth on the original Appendix A-1 which was attached to the fully executed contract was mathematically incorrect. In reviewing the original attachment it is obvious there is a typographical error when reviewing the third year patrolman salary for 2007 and 2008. It is incorrectly a repeat of the salary for the second year patrolman during the same years. I believe that the enclosed attachment is accurate and should be made part of the original Agreement. Please notify Ms. Block accordingly.

If you have any questions that we can be of additional assistance concerning this matter, please do not hesitate to contact our office.

Very truly yours,

JERRY J. DASTI

JJD/caf
Enclosure

cc: Richard D. Loccke, Esq.

FAX TRANSMISSION

LOCCKE • CORREIA
SCHLAGER • LIMSKY & BUKOSKY
24 Salem Street
Hackensack, New Jersey 07601
201-488-0880
Fax: 201-488-8051

Attn: Jerry J. Dasti, Esq.
DASTI, MURPHY, McGUCKIN,
MULAKY, CHERKOS & CONNORS, P.C.

Fax #: 609-971-7093

From: Richard D. Loccke, Esq.

Pages: 1 Plus Cover Sheet

Date: January 26, 2007

Subject: Borough of Point Pleasant
and Point Pleasant PBA Local No. 158
2006-2009 Contract
Your File No: GL-15456

Dear Mr. Dasti:

Following please find a revised Appendix A-1 (Salary Scale). Our client advised that the Second and Third Year for calendar years 2007 and 2008 were incorrect. I apologize for any inconvenience this may have caused and request that you please insert this corrected Salary Page in the contract.

Thank you for your attention to this matter.

APPENDIX A-1

EMPLOYEES HIRED BEFORE JULY 1, 2006

	Effective 01/01/06	Effective 01/01/07	Effective 01/01/08	Effective 01/01/09
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Sergeants	\$93,914	\$97,670	\$101,577	\$105,640