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*C. Sigler, City of York
 Policemen's Local 4
 Local 4
 1975-1976*

AGREEMENT ENTERED INTO THIS 31st day of December
1975, by and between the CITY OF ELIZABETH, NEW JERSEY, hereinafter referred to as the City, and POLICEMEN'S BENEVOLENT ASSOCIATION, Elizabeth Local No. 4, a branch of the New Jersey State Policemen's Benevolent Association, hereinafter referred to as the PBA or the Association.

ARTICLE I
RECOGNITION

1. The City hereby recognizes the Policemen's Benevolent Association, Elizabeth Local 4, as the exclusive and sole representative for collective negotiations concerning salaries, hours, and other terms and conditions of employment for all full-time, uniformed Police Department employees of the City of Elizabeth, but excluding the Director, Chief, Deputy Chiefs, Captains, Lieutenants, Sergeants, meter maids, school crossing guards, police matrons, and all "civilian" employees such as office and clerical personnel, electrical repairmen, auto mechanics, or employees on assignment from other Departments.

2. Unless otherwise indicated, the terms "policemen", "policeman", "employee" or "employees", when used in this Agreement, shall refer to all persons represented by the PBA in the above-defined unit.

ARTICLE II
ASSOCIATION SECURITY (MAINTENANCE OF MEMBERSHIP)

Employees covered by this Agreement at the time it is executed and who are members of the Association at that time shall be members for the duration of this Agreement and the City will not honor revocations from any employee covered by this provision, except as provided herein.

Employees not members of the Association and who desire membership shall confirm their desire to join for the duration of this Agreement by initiating their Association application form and dues deduction authorization forms.

All deductions under this Article shall be subject to revocation by the employees who executed such assignments, upon giving at least thirty (30) days written notice, immediately prior to the expiration date of this Agreement, to assignees and the City Comptroller. The City Comptroller and the City Treasurer shall thereafter cease withholding any moneys whatever under such assignments.

ARTICLE III
ASSOCIATION BUSINESS LEAVE

1. Meetings between representatives of the City and of the P.B.A. Local 4, for the negotiation of terms of the Agreement or the handling of grievances as prescribed herein shall be scheduled during non-working time of affected employees, except by mutual agreement between the Director and/or the Business Administrator and the P.B.A. representative.

2. Leave of absence with pay to attend and serve as delegates to conventions of the Association may be four (4) unit employees during a calendar year, with the extent of the leave limited to five (5) days per delegate. Application for leave shall be made in writing to the Director of Police or his designee not less than two (2) weeks in advance.

3. (a) The President of the P.B.A. shall have a permanent day shift schedule so as to insure his immediate availability and attention to the problems which may arise from time to time in the conduct of Police Department business. This section of this article will be at the discretion of the Director.

(b) The State Delegate of the P.B.A. will be allowed one (1) day leave a month to attend State P.B.A. delegate meetings provided said meetings are scheduled. Attendance at all other P.B.A. delegate meetings will be at the discretion of the Director, provided application for the leave is made in writing to the Director or his designee not less than one (1) week in advance.

4. An employee who fails to return to work promptly upon the expiration of authorized leave without reasonable notice satisfactory to his superior shall be subject to disciplinary action in accordance with departmental rules and regulations.

ARTICLE III
ASSOCIATION BUSINESS LEAVE con't

5. An absence of an employee from duty, including an absence for a single day or part of a day, except as provided by the terms of this Agreement, that is not authorized by a specific grant of leave of absence under these provisions shall be deemed to be an absence without leave. Any such absence may subject the offender to disciplinary action. Any employee who absents himself for five (5) consecutive working days without leave shall be deemed to have resigned, unless such absence is held justifiable by the Director, subject to the grievance procedure.

ARTICLE IV
BULLETIN BOARDS

The Association shall have the use of an enclosed and locked bulletin board in Police Headquarters for the posting of notices relating to meetings and official business of the P.B.A. only. No notice shall be posted until it has been submitted to the Director.

ARTICLE V
GRIEVANCE PROCEDURE AND ARBITRATION

In the event that any difference or dispute should arise between the City and the P.B.A. or its members employed by the City, over the application and interpretation of the terms of this Agreement, an earnest effort shall be made to settle such differences immediately and in the following manner, provided the grievance is filed in writing within ten (10) calendar days of its occurrence or employee's knowledge thereof:

- STEP 1. Between the aggrieved employee and his immediate superior. If no satisfactory agreement is reached within three (3) days, then (however, if the magnitude or urgency of the problem require it, the President of the P.B.A. or his designee may take the problem directly to the Director or the Police Chief)
- STEP 2. between the aggrieved employee and the next officer in the chain of command, through and including the Director; the President of the P.B.A. or his designee shall be present and participate, if requested to do so by the aggrieved employee. In addition, the aggrieved employee may also have one or two other members of the P.B.A. present at such meeting, if he so chooses, provided they are not directly involved in said hearing, then
- STEP 3. the matter may be referred to the Civil Service Commission.

ARTICLE VI
WORKWEEK

1. It is agreed that the normal workweek for unit employees performing police department duties shall be eight (8) hours per day, five (5) days a week, Monday through Sunday, for an average total of forty (40) hours per week.

2. On the declaration of an official emergency, as defined by N.J.S.A. 40A:14-133, N.J.S.A. 40A:14-134 and N.J.S.A. 40A:14-135, the provision above shall not apply.

3. Work schedules shall be at the discretion of the Director. Every effort will be made by the Director to provide shift workers with a day tour every third week, provided there is no interference with efficient operation of the department. However, the Police Director retains the right to assign any police officer to the time and places when and where police officers are most needed regardless of the fact that it may be necessary to omit a day tour.

ARTICLE VII
EXTRA TIME

Whenever an employee voluntarily works in excess of his regularly assigned workweek or work schedule in non-emergency detail as provided for in Article VI, in addition to any other benefits to which he may be entitled, he shall receive extra time in money for such work at one and one-half (1½) times the base hourly rate which he received for his regularly assigned duty in accordance with the City Ordinance. In the event of an official emergency, overtime will be compulsory and non-compensable.

Whenever extra-time work paid in money is required, it shall be rotated amongst employees who choose to be on the roster. Men designated as "limited duty" for medical reasons shall not be included on this list. If an employee refuses an assignment to work extra-time, he shall be considered as having worked such extra time assignment for the purpose of maintaining a proper order of rotation for future assignments.

When an employee has finished his tour of duty, and is called for a purpose of such as, but not limited to court appearance required in connection with official police duties but excluding Civil suits, he shall be guaranteed a minimum of three (3) hours pay at straight time.

ARTICLE VIII

HOLIDAYS

1. An employee not required to work shall nevertheless receive wages based upon eight (8) hours straight time hourly rate of pay for each of the following holidays:

New Year's Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day

provided that he is on the job and available for work his last full scheduled workday before and his first full scheduled workday after the holiday, even though in different workweeks, except in case of verified illness or injury.

2. In the interest of efficient operation, the Department employees may be released even though scheduled to work on the holiday, or day celebrated as the holiday. And provided further, the employee shall be required to take time off only if he has in excess of ten (10) days due him.

3. When an employee works on any of the above holidays, or if the holiday falls within the employee's vacation period, he is credited with eight (8) hours of time off to be awarded at a future date to be determined by his commanding officer. Holiday time shall be credited by mutual agreement of the employee and his commanding officer.

4. Extra holidays declared to be such by the President, Governor or Mayor shall be granted to the employees as additional compensatory time off.

5. Time off taken by an employee covered by this Agreement shall be deducted on an hour for hour basis.

ARTICLE IX
LONGEVITY

1. All full-time, permanent employees of the Police Department in the classified service of Civil Service, and covered by this Agreement, shall be entitled to longevity pay in accordance with the schedule contained in this Article.

Longevity pay shall be applied on the basis of the employee's anniversary date of employment, as follows -- if the employee's anniversary falls between January 1 and June 30, he shall be entitled to adjusted longevity pay retroactive to January 1; if the employee's anniversary date falls between July 1 and December 31, he shall be entitled to adjusted longevity pay retroactive to July 1. Longevity pay, in the case of salary increases, will be credited retroactively to the January 1st preceding the execution date of this contract and will accordingly be computed on the new base salary. If an employee receives an adjustment in his salary due to promotion during the calendar year, longevity pay will not be changed until the following January 1st; as of the following January 1st, the longevity pay will be computed on the new base salary.

2. The scale of longevity pay shall be as follows:

5th year of employment to completion of 9th year	2%
10th year of employment to completion of 14th year	4%
15th year of employment to completion of 19th year	6%
20th year of employment to completion of 24th year	8%
25th year of employment and over	10%

ARTICLE X
CLOTHING ALLOWANCE

1. All employees of the Police Department covered by this Agreement who are employed by the City as of April 1, 1975, shall be entitled to a Clothing Allowance of \$250.00 for the year 1975.

2. All employees of the Police Department covered by this Agreement who are employed by the City as of April 1, 1976, shall be entitled to a Clothing Allowance of \$250.00 for the year 1976, payable the second pay period of April, 1976.

3. Employees shall be responsible for proper maintenance of all Clothing purchased. Clothing shall not be used by the employees except during the performance of assigned, departmental duties. Upon inspection by his commanding officer, if an employee's clothing or equipment is judged to be in need of replacement, he shall be obliged to replace it.

4. There shall be no change in uniform or uniform specifications during the Contract period unless the City and the P.B.A. agree to such change in writing.

ARTICLE XI
INSURANCE AND LEGAL REPRESENTATION

The City and the bargaining unit agree to be bound by the mandatory provisions of N.J.S.A. 40A:14-155 which reads as follows:

"Whenever a member or officer of a municipal police department or force is a defendant in any action or legal proceeding arising out of or incidental to the performance of his duties, the governing body of the municipality shall provide said member or officer with necessary means for the defense of such action or proceeding, but not for his defense in a disciplinary proceeding instituted against him by the municipality or in a criminal proceeding instituted as a result of a complaint on behalf of the municipality. If any such disciplinary or criminal proceeding instituted by or on complaint of the municipality shall be dismissed or finally determined in favor of the member or officer, he shall be reimbursed for the expense of his defense."

A. Civil Actions

1. The City agrees to continue to maintain in full force and effect all insurance coverage now provided by the employer for the benefit of, and covering employees of the employer and specifically employees who are members of the bargaining unit covered by this Agreement.

2. The City agrees to furnish all necessary legal advice and representation in the defense of civil charges and allegations brought in any legal action against a member of the bargaining unit covered by this Agreement, and shall undertake to defend or arrange for the defense of members of the bargaining unit. In the event of a judgment against a member of the bargaining unit arising out of or incidental to the performance of his duty, the City agrees to pay for said judgment or arrange for the payment of said judgment.

ARTICLE XI
INSURANCE AND LEGAL REPRESENTATION (con't)

3. The City reserves the right to determine in what manner legal advice, counsel, representation and defense shall be afforded members of the bargaining unit, including, but not limited to, the providing of necessary liability insurance, and any other form of insurance protection which the City may deem necessary and adequate in its discretion.

4. It is specifically understood between the parties to this Agreement that a judgment of "punitive damages" which may be recovered against a member of the bargaining unit is specifically exempt from the requirement of representation or payment by the City, and the employee or employees shall be responsible in an individual capacity for the payment of any judgment of "punitive damages" which may be rendered against them by a court of competent jurisdiction.

B. Criminal, Quasi-Criminal and Disciplinary Actions

1. The City is not required to furnish the means of defense in a disciplinary proceeding instituted against a member of the bargaining unit by the municipality.

2. The City is not required to furnish the means of defense in a criminal or quasi-criminal proceeding instituted as a result of a complaint on behalf of the City against a member of the bargaining unit.

3. If any such disciplinary or criminal, or quasi-criminal proceeding alluded to hereinabove, instituted by or on complaint of the City shall be dismissed or finally determined in favor of the member of the bargaining unit, said member shall be reimbursed for the expense of his defense as hereinabove provided.

ARTICLE XI
INSURANCE AND LEGAL REPRESENTATION (Con't)

C. Reimbursement for Legal Expenses subsequent to Favorable Determination as to a Member of the Bargaining Unit.

1. In the event that a member of the bargaining unit is charged in a disciplinary, criminal, or quasi-criminal proceeding or complaint, and he retains private legal counsel in his defense, it is required that the member's counsel shall reach an agreement as soon as practicable with the Elizabeth City Council as to the appropriate and reasonable fees and charges with regard to said defense which the City will agree to reimburse in the event of a final and favorable determination as to the member of the bargaining unit.

2. In any disciplinary, criminal or quasi-criminal action in which there is more than one count or allegation complained of against a member of the bargaining unit, the finding of guilt as to any one count of the allegation shall relieve the City from any obligation to reimburse the member of the bargaining unit for legal fees.

3. The obligation of the City to pay reimbursement legal fees hereunder is limited solely to reasonable attorney fees and for no other expense or financial obligation incurred by the member of the bargaining unit.

ARTICLE XII
VACATION

1. Effective January 1, 1975, employees covered by this Agreement shall be entitled to vacation leave with pay according to the following schedule:

- 0 to less than 1 year of continuous service
1 day per month of service prior
to April 1 of each year
- 1 year to completion of 5 years of continuous service ..
15 working days
- 6 years to completion of 15 years of continuous service.
20 working days
- starting 16th year of continuous service and over
25 working days

Upon completion of twenty-five (25) years of continuous service, the employee shall receive five (5) extra days of vacation for that anniversary year only.

In computing vacation eligibility, the employee must have completed his 1st, 5th and 15th years of continuous service as of April 1, the starting date of the vacation period.

2. Vacations shall normally begin on Monday.

3. Vacation time may be used in the year it has been earned; however, any unused vacation may be carried forward into the next succeeding year only. Should circumstances warrant, this provision may be waived by the Business Administrator and the Police Director.

4. The vacation period shall be from the first day of April through the 31st day of March of the following year.

5. Vacations shall be scheduled by the Director. Vacation periods may be split if necessary for departmental efficiency. Where the efficiency of the department is not jeopardized, every effort shall be made to give at least two (2) weeks vacation during the ten (10) prime summer weeks commencing

ARTICLE XII
VACATION (con't)

during the last week of June and ending during the first week of September, it being the intent of the parties to approximate as closely as possible in this provision the summer recess of the children in the Elizabeth School System.

6. Any employee of the department, covered by this Agreement, who is entitled to vacation leave at the time of retirement, shall receive the earned vacation which has not been taken, effective thirty (30) days prior to the date of retirement. It is understood and agreed that the retiring employee must give sufficient notice of retirement to enable him to use up accrued time off, or such time will be forfeited. In the event that an employee is entitled to vacation leave at the time of his death, his widow or his estate shall receive the earned vacation pay on the same basis as an employee who is retiring.

The widow or estate shall also receive earned pay for any accrued time that is owed to the employee as a result of accumulated, non-compensated overtime.

ARTICLE XIII
LEAVE WITHOUT PAY

Any covered employee desiring leave without pay for personal reasons, up to a maximum period of ninety (90) days, shall make a request in writing to the Director not less than two (2) weeks in advance of the date for which such leave is desired, except in the event of an emergency, stating the reason for the leave and the time requested. Leaves may be granted or denied at the discretion of the Director. Extensions of such leaves may be granted providing that at least two (2) weeks prior to the date on which the initial and subsequent leave would terminate the employee requests said extension of the Director. Falsification of the reason for leave, or failure to return promptly at the expiration of a leave, shall be considered reason for summary discharge. Leaves shall be granted or denied in writing. At the request of the Director, returning employees may be required to undergo a physical examination by the Department physician prior to reinstatement.

ARTICLE XIV
FUNERAL LEAVE

A regular, full-time employee who is excused from work because of death in his immediate family, as defined below, shall be paid his regular rate of pay for the scheduled working hours missed during the first seventy-two (72) hours following the death. Not more than eight (8) hours per day of twenty-four (24) hours for any period will be paid under the provisions of this section. Time off with pay as provided in this section is intended to be used for the purpose of handling necessary arrangements and attendance at the funeral of the deceased member of the immediate family. Immediate family is defined to mean parents, children, spouse, brother or sister, father-in-law and mother-in-law, as well as grandmother or grandfather. Special cases will be referred to the Director.

ARTICLE XV
SENIORITY

Seniority is defined to mean the accumulated length of continuous service with the Department, computed from the last date of hire. An employee's length of service shall not be reduced by time lost due to absence for bona fide illness or injury certified by a physician not in excess of one (1) year, or for a military leave of absence. Where such military service is required a leave of absence without loss of seniority shall be granted for the period the military service is required and three (3) months thereafter. An employee who voluntarily continues in the military service beyond the time when he may be released or who voluntarily reenters the Armed Forces or who accepts a regular commission shall be considered as having abandoned his employment and resigned.

Seniority shall be lost and employment terminated if any of the following occur:

- (a) discharge
- (b) resignation
- (c) failure to return promptly upon expiration of authorized leave
- (d) absence for five (5) consecutive working days without leave or notice
- (e) absence for illness or injury for more than one (1) continuous year

ARTICLE XVI
BAN ON STRIKES

It is recognized that the prevention of crime, the preservation of law and order, and protection of life and property is the responsibility of members of the Police Department, and it is further recognized that the need for continued and uninterrupted operation of the Police Department is of paramount importance to the citizens of the community; therefore, there shall be no interference with such operation.

Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, parties hereto agree that there shall not be and that the Association, its officers, members, agents, or principals will not engage in, encourage, sanction, or suggest strikes, slowdowns, mass resignations, mass absenteeism, or other suspension of or interference with normal work performance.

The Director shall have the right to discipline, up to and including discharge, any employee in violation of this Article.

ARTICLE XVII

FLEXIBILITY OF ASSIGNMENT

1. Employees, regardless of regular assignment, may be reassigned to perform any duty related to their profession as police officers, including any duties connected with: (a) prevention and detection of crime; (b) enforcement of laws and ordinances; (c) protection of life and property; (d) arrest of violators of the law; (e) direction of traffic; (f) regulation of non-criminal behavior of the citizenry; (g) preservation of the peace.

2. An exception to specific duties can be made where employees are on the medical "limited duty" list and cannot perform said duties.

3. Employees who act in a higher title for more than six (6) months, shall, after said time, be paid for such work at the higher rate of pay, but the employee's longevity shall be based on his pay in his permanent position.

ARTICLE XVIII

RULES AND REGULATIONS

The Director may establish and enforce binding rules and regulations in connection with the operation of the Police Department and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this Agreement. Copies shall be furnished to the Association. It is understood that application of this Agreement shall not in any way hamper enforcement of the Departmental rules and regulations.

It is understood that employees shall comply with all rules and regulations of the Department, and order of directives issued by the Director or his designee, from time to time. Employees shall promptly and efficiently execute the instructions and orders of superior officers. If an employee or employees believe a rule, regulation, instruction or order of an officer or other superior is unreasonable or unjust, the employee or employees shall comply with the rule, regulation, order or instruction as a grievance which shall be handled in accordance with the grievance procedure set forth in Article V of this Contract.

In the event that an employee or employees shall refuse to comply with a rule or regulation, or shall refuse to execute promptly and efficiently an instruction or order of a superior officer, appropriate action shall be within the province of the superior officer within the framework of Department rules and regulations, subject only to the right of employees to file a grievance.

ARTICLE XIX
INJURY LEAVE

1. Whenever an employee shall be injured, ill, or disabled from any cause, except in connection with outside employment, so as to be physically unfit for duty during the period fo such disability, the City may grant a leave of absence with pay up to a maximum period of one (1) year commencing from date of such injury, illness or disability.

2. Any payments from temporary disability insurance of Workmen's Compensation insurance received by the employee shall be credited toward the pay referred to above.

3. Injury, illness or disability must be evidenced by a certificate of a physician designated by the department to examine the employee.

4. Whenever a civil suit is instituted in connection with his employment, the employee must notify the Director immediately upon institution of such suit.

ARTICLE XX
SICK LEAVE

The present sick leave plan pertaining to non-occupational injuries and illness shall continue in effect for the duration of this Agreement.

ARTICLE XXI
DISCIPLINE AND DISCHARGE

It is agreed that nothing herein shall in any way prohibit the Director from discharging or otherwise disciplining any employee, regardless of his seniority, for just cause subject to Civil Service rules and regulations. Grounds for summary discharge shall include, but not be limited to, drunkenness on the job, dishonesty, careless use or abuse of City property, insubordination, negligence in the performance of duties and incompetence.

In the event that a discharged employee feels that he has been unjustly dealt with, said employee or the Association, with permission of the employee, shall have the right to file a grievance, which must be in writing, within ten (10) calendar days from the time of discharge. Said complaint will be treated as a grievance, subject to the grievance and arbitration proceedings herein provided. If no complaint is filed within the time specified, then said discharge shall be deemed to be absolute.

ARTICLE XXII
MANAGEMENT RESPONSIBILITY

It is recognized that the management of the Police Department, the control of its properties and the maintenance of order and efficiency, are solely responsibilities of the City. Accordingly, the City (Police Director) retains the following rights, except as specifically provided in this Agreement, including, but not limited to selection and direction of the forces: to hire, suspend or discharge for cause; to make reasonable and binding rules which shall not be inconsistent with this Agreement; to assign, promote, demote, or transfer; to determine the amount of overtime to be worked; to relieve employees from duty because of lack of work, as provided for in N.J.S.A. 40A:14-143, or for other legitimate reasons; to decide on the number and location of facilities; to determine the work to be performed, amount of supervision necessary, equipment, methods, schedules, together with the selection, procurement, designment, engineering and the control of equipment and materials; and to purchase services of others, contract or otherwise.

ARTICLE XXIII
WAGES

The wage rates for covered employees shall be as set forth in Appendix A attached hereto.

ARTICLE XXIV
APPROPRIATION OF FUNDS

All wages and other financial benefits accruing to employees covered by this Agreement shall be specifically subject to the appropriation of adequate and necessary funds therefor by the Elizabeth City Council in its annual municipal budget or as otherwise allowed by law.

ARTICLE XXV
EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete agreement between the parties, and embodies all the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining.

ARTICLE XXVI
TERM OF AGREEMENT

1. This Agreement shall be in full force and effect from January 1, 1975, through and including the 31st day of December, 1976. If either party wishes to terminate, amend, or otherwise modify the terms and conditions set forth herein at the time of expiration, he must notify the other party in writing not less than sixty (60) days prior to such expiration date.

2. The Agreement shall remain in full force and effect on a day-to-day basis during collective negotiations between the parties extending beyond the date of expiration set forth herein, unless and until either party serves the other with written notice of termination, by registered mail, in which event the Agreement shall terminate five (5) days following receipt of such notice.

IN WITNESS WHEREOF, the parties have caused their names to be signed on this 31st day of December, 1975.

THE CITY OF ELIZABETH
(New Jersey)

POLICEMEN'S BENEVOLENT
ASSOCIATION ELIZABETH
LOCAL NO. 4

By: Thomas G. Dunn
Thomas G. Dunn, Mayor

BY: Basil Borlayans

ATTEST:

John J. Dwyer, City Clerk

James P. Kelly
Nicholas Matuschak

APPENDIX "A"

SECTION I

All employees covered by this Agreement shall be paid in accordance with the following schedule for the calendar year 1975:

Police Officer

Beginning - 1st year of employment:	\$11,850.00
2nd year of employment:	12,283.00
3rd year of employment:	12,716.00
4th year of employment:	13,150.00

Police Officer (Assigned Detective)

Min. - \$13,400.00 Max. - \$13,650.00

SECTION II

All employees covered by this Agreement shall be paid in accordance with the following schedule, effective April 1, 1976, through July 31, 1976:

Police Officer

Beginning - 1st year of employment:	\$12,550.00
2nd year of employment:	12,983.00
3rd year of employment:	13,416.00
4th year of employment:	13,850.00

Police Officer (Assigned Detective)

Min. - \$14,100.00 Max. - \$14,350.00

SECTION III

All employees covered by this Agreement shall be paid in accordance with the following schedule, effective August 1, 1976, and thereafter:

Police Officer

Beginning - 1st year of employment:	\$13,250.00
2nd year of employment:	13,683.00
3rd year of employment:	14,116.00
4th year of employment:	14,550.00

Police Officer (Assigned Detective)

Min. - \$14,800.00 Max. - \$15,050.00