

Contract no. 705

A G R E E M E N T  
INCORPORATING COMPULSORY INTEREST  
ARBITRATION AWARD OF APRIL 6, 1990

Between

BOROUGH OF ELMWOOD PARK  
Bergen County, New Jersey

and

POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 185  
ELMWOOD PARK POLICE DEPARTMENT

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January 1, 1989 through December 31, 1991

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Law Offices:

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THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1990, between the BOROUGH OF ELMWOOD PARK, NEW JERSEY (hereinafter referred to as "Borough") and its Law Enforcement Group, Policemen's Benevolent Association, Local 185, Elmwood Park Police Department (hereinafter referred to as the "Local" or "Employees").

W I T N E S S E T H:

WHEREAS, for the purposes of mutual understanding and in order that a harmonious relationship may exist between the employees, to the end that continuous and efficient service will be rendered to and by both parties, for the benefit of both; and

WHEREAS, having failed to agree upon a number of issues through collective bargaining, the parties submitted the matters in dispute for compulsory interest arbitration to the State of New Jersey, Public Employment Relations Commission (PERC #IA-89/84), which resulted in a Compulsory Interest Arbitration Award on April 6, 1990 by Arbitrator Lawrence I. Hammer, the terms of which are specifically set forth herein and binding upon the parties;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements herein contained, it is agreed between the parties as follows:

ARTICLE I

POLICEMEN'S BENEVOLENT ASSOCIATION, ELMWOOD PARK LOCAL 185

1.1 The Borough hereby recognizes the above Local as the sole and exclusive representative of all Patrolmen, Detectives, Sergeants, Lieutenants and Captain, covered under this Agreement, for the purpose of annual collective negotiations with respect to rates of pay, wages, hours of work and other working conditions.

1.2 The title "Policemen" shall be defined to include the plural as well as the singular, and to include females.

ARTICLE II

RETENTION OF EXISTING BENEFITS

2.1 Except as otherwise provided herein, all rights, privileges and benefits which all employees have heretofore enjoyed and are enjoying shall be maintained and continued by the Borough during the term of this Agreement.

### ARTICLE III

#### LOCAL REPRESENTATIVES AND MEMBERS

3.1 Authorized representatives of the Local, not to exceed five (5), shall be permitted to visit the Police Headquarters Office of the Chief, for the purpose of ascertaining whether or not this Agreement is being observed. This right shall be exercised reasonably.

3.2 The President of the Local and any representative of that Local, or in his absence his authorized representative, although his first obligation is to perform the duties of his rank, shall be excused from all duties and assignments when required, in order to discharge their duties as the representatives of their local.

3.3 During negotiations, the local representative, so authorized by the Local, not to exceed eight (8) Elmwood Park Policemen, shall be excused from their normal duties for such period of negotiations as are reasonable and necessary, to be decided at the discretion of the Chief of Police.

3.4 Employees who are elected officers, such as President, State Delegate, Secretary, Trustee or Alternate of the Local, shall be granted time off from normal duties to attend conventions that are authorized by State Law, and to attend State meetings and State Legislative session when bills affecting the welfare of the Local are on the agenda. Attendance at Local meetings shall include the President, Vice President, Financial Secretary, Sergeant-at-Arms, and State Delegate of the Local, are not to exceed three (3) Police Personnel.

3.5 The Employer shall permit the PBA President and the PBA Delegate to attend the monthly Bergen County Conference meetings without any loss of regular compensation. Said meetings shall not result in more than one-half ( $\frac{1}{2}$ ) of one tour (4 hours) for each employee affected per month. The total annual hours for attendance at monthly meetings of the Bergen County Conference shall not exceed fifty (50) hours per year.

### ARTICLE IV

#### RETENTION OF CIVIL RIGHTS

4.1 Employees shall retain all civil rights under New Jersey State Law.

### ARTICLE V

#### AGREEMENTS

5.1 The Borough agrees not to enter into any other Agreement or contract with its Employees, as defined in Paragraph 1.1 of this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE VI

MANAGEMENT RIGHTS

6.1 The Borough shall not discharge nor discriminate in any way against any Employee for Local PBA activities or for Local membership, pertaining to PBA Local No. 185.

6.2 The rights of both the Borough and Employees shall be respected and the provisions of this Agreement for the orderly settlement of all questions regarding such rights shall be observed, pertaining to grievance procedure.

ARTICLE VII

WORK WEEK, CALL IN PAY, OVERTIME AND COURT APPEARANCE

7.1 The normal work day shall be eight (8) hours, forty (40) hours per week for Employees.

7.2 (a) Overtime shall be compensated at one and one-half (1½) times the Employee's then applicable rate of pay. Overtime shall be paid to the Employees when earned, or taken as compensatory time at the Employee's request. Compensatory time in lieu of overtime payment shall be cumulative, year to year, and may be taken at any time upon the Employee's request subject to reasonable Departmental needs. All overtime earned prior to the execution of this Agreement shall be governed in accordance with the terms of this paragraph.

(b) Overtime (or compensation time in lieu of overtime pay) shall be paid for:

(i) all hours worked in excess of eight (8) hours in one day, or forty (40) hours per week.

(ii) for all hours worked on the Employee's designated day off where the Employee is called in on an emergency basis.

(iii) for all hours worked on the following holidays: New Year's Day, Christmas Day. Effective only as of April 7, 1990 and thereafter, any Employee who shall work on New Year's Day or Christmas Day shall receive New Year's Day or Christmas Day as a compensable day off at some other time in the course of the year.

7.3 All Court, Administrative Body and Grand Jury appearances shall be compensated at the overtime (time and one-half [1½]) rate with a two (2) hour minimum for each appearance.

ARTICLE VIII

EXCHANGE OF DAYS OFF

8.1 Any member of the Department may exchange hours or tours of duty or days off, provided prior approval has been obtained in writing from the Chief of Police, or, in absence, his duly authorized designee. However, the Employer shall not incur any additional expense by virtue of this Article and prior notification of forty-eight (48) hours shall be given to the Chief of the Department. It is further provided, however, that such exchange shall not have a shift to be composed of less than four (4) men.

ARTICLE IX

NON-REGULAR DAYS OFF

9.1 Extra days, personal day, subject to approval with the Chief of Police, may be taken at any time provided that the following conditions are met.

A. The approved day off will leave at least four (4) men left scheduled to work the shift.

B. The order of preference is established as vacation days first, personal day second, and extra day last.

C. Once approved by the Shift Commander, Patrol Captain, or Chief of Police, it may not be changed except with the permission of the Patrol Captain or Chief of Police.

ARTICLE X

VACATIONS

10.1 Annual vacations shall be granted strictly in accordance with seniority.

10.2 The vacation period shall commence January 2 and continue until December 15 of each year commencing on January 1, 1990. The vacation allowances shall be as follows:

1 to 5 Years of Service.....12 Working Days

Upon Completion of the 5th  
Year to 10 Years of Service....12 Working Days  
Plus One Working  
Day Per Year, Up  
To 17 Working Days.

Upon Completion of 10 Years  
of Service.....21 Working Days  
Annually

Upon Completion of 12 Years  
of Service.....22 Working Days  
Annually

Upon Completion of 14 Years  
of Service.....23 Working Days  
Annually

Upon Completion of 16 Years  
of Service.....24 Working Days  
Annually

Upon Completion of 18 Years  
of Service.....25 Working Days  
Annually

Upon Completion of 20 Years  
of Service and Thereafter.....30 Working Days  
Annually

10.3 All Employees shall receive at least fifteen (15) days of their respective vacations during the period from June 15 to September 15 of each year, if requested. The balance of the vacation may be taken before June 15 or after September 15, at the discretion of the Employees. Employees may then take their remaining vacation days so as to have ten (10) of said days consecutively and, if entitled, the remaining five (5) days consecutively. Employees may take all vacation time consecutively upon the approval of the Chief, but in no event shall a shift be comprised of less than four (4) men.

ARTICLE XI

INSURANCE, HEALTH AND WELFARE

11.1 The Borough shall continue to maintain and provide all insurance coverage that is in force and effect at the present time, including false arrest insurance at One Million (\$1,000,000) Dollars per incident.

11.2 The Borough shall supply to the Employees all necessary legal advice and counsel in the defense of or the settlement of claims for personal injury, death or property damage arising out of or in the course of their employment, and the Borough shall pay and satisfy all judgments against said Employees arising from such claim.

11.3 The Borough shall supply to the Employees fully paid Blue Cross/Blue Shield with Rider J, and Major Medical Insurance to cover themselves and their dependents.

11.4 The Borough shall endeavor to improve the present health programs by upgrading said programs.

11.5 The Borough shall provide a full family Dental Plan of insurance covering all Employees covered by this contract and their families. The specific Dental Plan shall be the one provided by the New Jersey Dental Service Plan. The New Jersey Dental Service Plan designation is Program IIB. The Plan shall offer a Twenty-five (\$25.00) Dollar per year patient deductible to a maximum deduction of Seventy-five (\$75.00) Dollars per family per year. The Employer shall have the right to change insurance carriers so long as equivalent benefits are available to the Employees and their families.

11.6 The Borough shall, at its sole cost and expense, provide each Employee covered by this Agreement with a full family Prescription Plan. Said full family plan shall have a Two (\$2.00) Dollar co-payment provision.

#### ARTICLE XII

##### SICK LEAVE

12.1 All sick leave shall be accumulated and any unused portion thereof shall be applied toward future illness.

#### ARTICLE XIII

##### HOLIDAYS

13.1 All employees, in addition to their regular wages, shall receive the following holidays, plus their personal day and all other holidays where Elmwood Park Borough are granted days off:

1. New Year's Day
2. Lincoln's Birthday
3. Washington's Birthday
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Election Day
10. Veteran's Day
11. Christmas Day
12. Thanksgiving Day
13. Day After Thanksgiving
14. Martin Luther King's Birthday

13.2 At any time after the completion of each respective Employee's twenty-third (23rd) year of employment, said Employee may elect on an individual basis, to have his/her holiday



entitlement converted to an equivalent value in dollars, at said Employee's then current rate of compensation, and paid along with his/her regular bi-weekly pay. It is understood that the Employee exercising his right of election under this paragraph shall not be permitted to take both his time off and bank the same time. The value of the days for compensation purposes under this paragraph shall be the respective Employees then current daily rate.

ARTICLE XIV

CLOTHING ALLOWANCE

14.1 Effective and retroactive to January 1, 1989, each Employee shall receive an annual clothing allowance of \$575.00 which shall be paid in a lump sum on the first pay day of the month of April following. The amount of \$350.00 of said sum shall be allocated for clothing maintenance.

14.2 Effective with the April, 1990, clothing allowance reimbursement, said reimbursement shall be for all clothing expenditures incurred through the last day of the previous calendar year.

14.3 The Employees listed on the memorandum of the Chief of Police dated November 1, 1989, a copy of which is annexed hereto, who did not use the total of their clothing allowances by the previous November 15, 1989 cut-off date, shall have the balances as specified in said memorandum added to their individual allowances for the current year.

ARTICLE XV

TERMINAL LEAVE

15.1 Employees who retire shall receive terminal leave immediately prior to retirement, provided said Employee notifies the Borough prior to February 15 of the year he intends to retire, except for emergency conditions, to be reviewed by the Borough. Such leave shall be computed at the following rates:

1 to 7 years.....	1 month
8 to 14 years.....	2 months
15 to 21 years.....	3 months
22 years and over.....	4 months

15.2 All Employees on staff of the Elmwood Park Police Department as of the execution of this Agreement shall be permitted an option to take a cash equivalent of all terminal leave, vacation pay and creditable sick days upon retirement as a single lump sum payment.

15.3 In addition to the terminal and sick leave as specified in 15.1 and 15.2 above, each Police Officer shall be entitled to any accumulated compensatory time and vacation time due the retired Employee. Employees shall remain on the payroll until retirement date.

#### ARTICLE XVI

##### FUNERAL LEAVE

16.1 A death in the Employee's immediate family shall not be charged against his compensatory days. Time off shall be given from the day of death up to and including the day after the funeral, not exceed (5) working days.

16.2 Immediate family shall be defined as follows: mother, father, son, daughter, sister, brother, spouse, mother-in-law, father-in-law, grandchildren, grandparents and all other relatives residing at the Employee's household.

#### ARTICLE XVII

##### GRIEVANCE PROCEDURE

17.1 The purpose of the grievance procedure shall be to settle grievances between the Borough and the Local, and Employees, as quickly as possible so as to insure efficiency and promote the Employee's morale.

17.2 A grievance is defined as any disagreement between the Borough and the Employees, or the Local, involving the interpretation, application or violation of policies, agreements and the administrative decisions affecting them.

17.3 All grievances shall be processed as follows:

(A) They shall be discussed with the Employee and/or Employees involved and the Local representatives, with the immediate superior, designated by the Chief. The answers shall be made within three (3) days by such immediate superior, to the Local.

(B) If the grievances are not settled through Step A, the same shall be reduced to writing by the Local and the Employee and/or Employees and submitted to the Chief, or any person designated by him, and the answer to such grievance shall be made, in writing, with a copy to the Local or Employee and/or Employees within five (5) days of their submission.

(C) If the grievances are not settled by Steps A and B, then the Local or Employee and/or Employees shall have the right to submit such grievances to the Police Commissioner. A written answer to said grievance shall be served upon the individual and the Grievance Committee within seven (7) calendar days after their submission.

(D) (1) If the grievance is not settled through the preceding steps, the grievant(s) may refer the matter to the Public Employment Relations Commission within fourteen (14) calendar days after the determination of Step C preceding. The Arbitrator shall be selected in accordance with the rules of the said Commission and the expense of the Arbitrator shall be borne equally by the parties hereto provided, however, that each party shall bear the expense of producing witnesses, testimony or evidence for his presentation.

(2) The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him and relevant to the grievance. The Arbitrator shall have no authority to modify or alter in any way the provisions of this Agreement or any amendment or supplement hereto. The decision of the Arbitrator shall be final and binding.

(3) It is the intent of the parties that on matters in dispute that are subject to the review and/or decision of the Civil Service Commission of the State of New Jersey may be submitted to arbitration. The parties herein direct the Arbitrator not to accept or decide to accept any matter in dispute that is subject to Civil Service commission review and decision.

(4) The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend of contract the time limits provided for processing the grievance procedure. A failure to respond at any step within the provided time limits shall be deemed a denial.

(E) The Local President or his authorized representative or Employee may report an impending grievance to the Police Commissioner or Chief in an effort to forestall its occurrence.

17.4 Nothing herein shall prevent any Employee from processing his own grievance, provided the Grievance Committee may be present.

#### ARTICLE XVIII

##### SALARIES

18.1 The salaries for Employees for the term of this Agreement shall be as set forth in Appendix A annexed.

18.2 Senior Officer Status. Effective January 1, 1988, all Employees covered by this Agreement, who have completed twenty-three (23) or more years of police service shall receive a base rate of compensation equal to the base pay for their rank, as is calculated in this Article, plus one-half ( $\frac{1}{2}$ ) the rank differential to the next higher rank. For example, a Police Officer would receive Police Officer's pay plus one-half ( $\frac{1}{2}$ ) of the then current rank differential to Sergeant as said Police Officer's base rate. This special base pay rate category shall be effective for all ranks in the bargaining unit and shall be referred to as "Senior Officer Status."

ARTICLE XIX

LONGEVITY

19.1 Longevity payment shall be granted as follows:

3 to 5 years of service.....	1%
6 to 8 years of service.....	2%
9 to 11 years of service.....	3%
12 to 14 years of service.....	4%
15 to 20 years of service.....	5%
21 to 23 years of service.....	6%
24 years of service and over.....	8%

19.2 The above longevity payments shall be included in determining pension benefits.

ARTICLE XX

MISCELLANEOUS BENEFITS

20.1 The Borough shall pay to an Employee the sum of Four (\$4.00) Dollars per day as expenses, if off-duty, while an Employee is attending Bergen County Police Academy (other than a new Employee going through basic training). This pertains to all advanced courses during time off.

20.2 There shall be two-man patrols between sunset and sunrise and if manpower permits.

20.3 The Borough will provide payment of all hospitalization plans for retired members and their family (wife and each child under eighteen [18] years of age).

20.4 Higher education or college program commencing January 1, 1977:

(A) In addition to his base salary, any Officer who is the recipient of a Masters Degree shall receive Fifteen Hundred (\$1,500.00) Dollars annually. The recipient of a Bachelor Degree shall receive Twelve Hundred (\$1,200.00) Dollars annually; and the recipient of an Associate Degree (or the equivalent) shall

receive Six Hundred Eighty (\$680.00) Dollars annually. All incentive payments to be made only after such degree is fully earned and payable commencing January 1 of the year thereafter.

(B) Once an Associate, Bachelor or Masters Degree has been earned, payments for each shall continue permanently throughout the Officer's career with the Department.

20.5 Technical Training Program commencing January 1, 1977. Department Officers completing Technical Police Training Programs shall be eligible for additional compensation to the extent indicated hereinafter:

(A) All technical training hours credits shall be compensated at the rate of Twenty (\$20.00) Dollars for every thirty-five (35) hours of such training.

(B) All courses offered at accredited police academies shall be eligible for incentive pay credit.

(C) All payments shall continue on an annual basis.

(D) An Officer may receive additional compensation under both the higher education and technical training programs.

20.6 Cardiopulmonary Resuscitation (C.P.R.). Each Employee hired after January 1, 1989, covered by this Agreement who is required to obtain an initial Cardiopulmonary Resuscitation (C.P.R.) certification shall be compensated in the amount of \$125.00 upon satisfactory completion of the course. Effective and retroactive to January 1, 1989, any Employee covered by this Agreement who is required to obtain recertification or attend refresher courses shall be paid a sum equal to one and one-half (1½) times his then applicable rate of pay for each hour of attendance provided the Employee shall have taken the course on his own time and not on police time. Payment thereof shall be made upon completion of the recertification and/or refresher courses.

20.7 Consistent with the principle fair day's work for a fair day's pay, and consistent with the Employee's welfare in regard to safety, health and sustained effort, the parties agree to cooperate with efforts to increase Employee effectiveness and productivity, provided that disputes concerning proper workload assignments shall be subject to the grievance procedure of this contract.

20.8 The parties agree to cooperate with encouraging Employees afflicted with alcoholism or drug addiction to undergo a program directed to their rehabilitation.

20.9 Job Openings. The Employer shall advise the Local of all job openings for promotion and/or transfer to the higher classifications covered by this Agreement. The Employer shall post any such job openings and provide as much notice as reasonably possible in advance of filling the position.

ARTICLE XXI

OFF-DUTY POLICE ACTION

21.1 Since all Police Officers are presumed to be subject to duty twenty-four (24) hours per day, the parties agree that any action taken by a member of the force on his time off, which would have been taken by an Officer on active duty, if present or available, shall be considered as police action, and the Employee shall have all of the rights and benefits concerning such action as if he were on active duty.

21.2 Recognizing that the Employer and its residents benefit from the additional protection afforded them by off-duty Police Officers, and further recognizing the weighty responsibility and hazards confronting each off-duty Officer, the Employer agrees to pay such Employees an additional sum to be added to the regular and periodic payments the Employees receive in the following amount: One (\$1.00) Dollar per year which shall be considered as part of the base annual wage.

ARTICLE XXII

WORK IN HIGHER RANK

22.1 When an Employee works in a higher rank for thirty (30) days or more, he shall receive the pay of that higher rank in which he is working and the Borough shall not defeat the intent of this clause by shifting two (2) or more Employees to cover the higher rank in question. This clause shall not apply in cases of vacancies due to vacations.

22.2 After an Employee works in a higher rank for thirty (30) days or more, he shall thereafter receive the pay of such higher rank for the remaining period of time during which he performs the work of such higher rank.

ARTICLE XXIII

REPLACEMENTS

23.1 No full-time Employee covered by this Agreement shall be replaced by any non-Police Officer, part-time or other personnel.

23.2 No post presently filled by a full-time Employee covered by this Agreement shall be covered by any non-Police Officer, part-time or other personnel.

## ARTICLE XXIV

### AGENCY SHOP

24.1 Any permanent Employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new permanent Employee who does not join the within thirty (30) days of initial employment with the unit, and any permanent Employee previously employed within the unit who does not join within ten (10) days of re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees, and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees, and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the Employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

24.2 The Union agrees that it will indemnify and save harmless the Borough against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the Borough at the request of the Union under this Article.

## ARTICLE XXV

### TERM AND RENEWAL

25.1 This Agreement shall have a term from January 1, 1989 through December 31, 1991. If the parties have not executed a successor Agreement by December 31, 1991, then this Agreement shall continue in full force and effect until a successor agreement is executed. Negotiations for a successor agreement shall be in accordance with the Rules of the Public Employment Relations Commission.

## ARTICLE XXVI

26.1 The provisions of this Agreement shall be subject and subordinate to, and shall not annul or modify existing applicable provisions of the State and Local laws.

26.2 If any provisions of this Agreement or any application of this Agreement to any Employee, member or group of Employees or members is held to be invalid by operation of law, by any

Court, administrative Body or other tribunal of competent jurisdiction, all other provisions and applications contained herein shall continue in full force and effect, and shall be unaffected thereby.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Witness or Attest:

BOROUGH OF ELMWOOD PARK

*Dolores Camlet*  
Dolores Camlet, Borough Clerk

By *Richard A. Mola*  
Richard A. Mola, Mayor

POLICEMEN'S BENEVOLENT ASSOCIATION,  
LOCAL 185, ELMWOOD PARK  
POLICE DEPARTMENT

*Bruce Hogan*  
Bruce Hogan, Secretary

By *Gregory McSulla*  
Gregory McSulla, President



APPENDIX A

A. SALARIES

Effective and retroactive to January 1, 1989, the following salaries shall be paid to Employees covered by this Agreement:

	<u>1/1/89</u>	<u>1/1/90</u>	<u>1/1/91</u>
Patrolman	37,303.00	40,660.00	44,319.00
Sergeant	39,914.00	43,506.00	47,422.00
Lieutenant	42,708.00	46,551.00	50,741.00
*Captain	45,698.00	49,811.00	54,294.00

Those Employees newly hired after January 1, 1989, shall be compensated under the following salary schedule:

	<u>1/1/89</u>	<u>1/1/90</u>	<u>1/1/91</u>
Patrolman (Starting)	22,264.00	22,264.0	22,264.00
Patrolman (End of First Year)	25,264.00	25,264.00	25,264.00
Patrolman (End of Second Year)	29,264.00	29,264.00	29,264.00
Patrolman (End of Third Year)	32,764.00	32,764,00	32,764.00
Patrolman (End of Fourth Year)	36,246.00	36,246.00	36,246.00

B. SHIFT DIFFERENTIAL

Effective and retroactive to January 1, 1990, each Patrolman or Sergeant who is assigned to a rotation which includes the 11:00 p.m. to 7:00 a.m. shift shall receive a shift differential payment in the amount of \$450.00 in addition to his regular salary, provided he works a minimum of two (2) rotations of said 11:00 p.m. to 7:00 a.m. shift.

C. DETECTIVE SALARY DIFFERENTIAL

Effective and retroactive to January 1, 1989, Detective Patrolmen or Detective Sergeants shall receive their base salary plus the sum of \$450.00 for one (1) to three (3) years service, and their base salary plus the sum of \$750.00 commencing with the fourth year of service in that capacity.

\*The parties acknowledge that a vacancy presently exists in the position of Captain within the Police Department. In accordance with the arbitration award of April 6, 1990, the salary for that position if and when filed shall be that specified herein.