

AGREEMENT  
BETWEEN  
THE TOWNSHIP OF BERKELEY HEIGHTS  
AND  
PBA LOCAL 144

JANUARY 1, 2004 THROUGH DECEMBER 31, 2008

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## TABLE OF CONTENTS

Article I	Preamble	1
Article II	Embodiment of Agreement	1
Article III	Severability	1
Article IV	Non-Discrimination, Non-Coercion	2
Article V	Retention of Benefits	2
Article VI	Recognition Clause	2
Article VII	Training Period	2
Article VIII	Compensation and Other Benefits	2
Article IX	Strikes and Work Actions	3
Article X	Legal Representation	3
Article XI	Grievance Procedure	3
Article XII	Personnel Files	5
Article XIII	Seniority	6
Article XIV	Longevity	6
Article XV	Hours of Work	7
Article XVI	Overtime: Compensation and Distribution	8
Article XVII	Holidays	9
Article XVIII	Vacations	9
Article XIX	Sick Leave	10
Article XX	Bereavement Leave	11
Article XXI	Other Leave	12
Article XXII	Insurance	12

Article XXIII	In-Service Police Training	14
Article XXIV	Educational Tuition Reimbursement and Educational Compensation	15
Article XXV	Uniforms	15
Article XXVI	Deferred Compensation Plan	16
Article XXVII	Termination of Service	16
Article XXVIII	Rank and Assignment Differentials	16
Article XXIX	PBA Rights and Privileges	17
Article XXX	Promotions	18
Article XXXI	Police Funerals	18
Article XXXII	Personal Days	18
Article XXXIII	Term and Renewal	19
Schedules		20
A.	Base Rate of Pay	20
B.	Rank and Assignment Differential	21
C.	Clothing Allowance	21
D.	Maintenance Allowance	21
E.	Lodging Allowance	21
F.	Medical Benefits	22 to 24

## ARTICLE I

### PREAMBLE

- A. This Agreement, effective as of the first day of January, 2004, by and between the Township of Berkeley Heights, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Township" or the "Employer", and the members of PBA Local 144 of the Police Department of the Township of Berkeley Heights, hereinafter referred to as the "PBA", is designed to maintain and promote a harmonious relationship between the Township and those of its employees who are within the provisions of this Agreement, through collective negotiations in order that a more efficient and progressive public service may be rendered.
- B. When used in this Agreement, the terms "Police Officer", "Employee" or "Employees" refer to all persons represented by the PBA in regard to this Agreement, unless otherwise indicated.
- C. When used in this Agreement, the masculine gender also refers to the feminine gender.
- D. If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

## ARTICLE II

### EMBODIMENT OF AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all issues which were negotiated.

## ARTICLE III

### SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. The parties hereto shall meet within thirty (30) days of such provision being found unenforceable or invalid to negotiate a modification to cure such a defect.

## ARTICLE XVI

### OVERTIME: COMPENSATION AND DISTRIBUTION

- A. When a Police Officer is authorized to work beyond the completion of his shift or tour of duty and does work that additional time, the Officer shall be entitled to "overtime compensation" at a rate of time and one-half for the additional time worked. Compensation shall be made in the form of pay or time off, at the officer's sole discretion. If the police officer elects to be compensated in the form of pay, payment shall be made upon the officer's submission of a voucher during the year in which the overtime is accrued, and payment shall be made in a timely manner. An Officer electing to take time off as overtime compensation must submit a written request no less than four (4) days prior to the day the Officer intends to take off. In the event the Police Officer cannot utilize accumulated time off, then the Officer shall receive pay for the unused portion at the rate then in effect. The following shall apply in calculating overtime:
1. A police officer held fifteen (15) minutes past the conclusion of the Officer's shift shall be compensated in overtime for a minimum of two (2) hours or the actual time worked, whichever is greater.
  2. A police officer called back to duty after the conclusion of the Officer's shift shall be compensated in overtime for a minimum of two (2) hours or the actual time worked, whichever is greater.
  3. A police officer placed ON CALL in connection with a subpoena to testify arising out of the performance of the Officer's duties shall be compensated in pay only at a rate of one-half hour for each hour the Officer is on call to a maximum of 8 hours pay. This compensation shall only apply to time the Officer is not on duty.
  4. Any Police Officer who works on or during a period that the Officer is not regularly scheduled to work, excluding switching of shifts, shall be compensated at the overtime rate for the entire time worked.
- B. Certain police officers shall be granted a time allowance based upon performance of certain duties.
1. Each member of the Patrol Division working a "4 and 4" schedule shall receive 110 hours of compensatory time per year. This compensatory time may only be taken in time off.
  2. Each member of the Detective Bureau shall receive 6 days of "Stand-by" time per year as compensation for being designated stand-by detective.

- C. 1. Where overtime payments in accordance with the above sections are earned, the employee may at his or her option elect to take compensatory time off, at the same time-and-one-half (1.5) rate. This compensatory time off shall be taken at the employee's discretion and cannot be denied even if it requires another employee to be called in for overtime.
- 2. An employee may accumulate up to 480 hours of compensatory time. The employer may never force an employee to use his or her compensatory time.
- 3. The Township reserves the right to pay cash for any and all accrued compensatory time at any time.

ARTICLE XVII

HOLIDAYS

Each Police Officer shall receive fourteen (14) paid holidays per year. Payment shall be made at the rate of 1-1/2 days pay per holiday. This HOLIDAY COMPENSATION shall not be considered part of the Officer's base rate of pay but shall be included as part of the Officer's base pay when making pension contributions.

ARTICLE XVIII

VACATIONS

- A. Each police officer shall be entitled to annual vacation days based upon completed years of service according to the following schedule:

<u>COMPLETED YEARS OF SERVICE</u>	<u>VACATION DAYS</u>
½	5
1	10
5	15
10	20
15	25
20	30

- B. After the date on which a police officer has risen to the next step of the vacation schedule, he will be entitled to the additional benefit.
- C. Vacation days shall be converted to hours based on a rate of eight (8) hours per day of vacation (this includes members of the Patrol Division).

- D. Vacation days shall be selected on a seniority basis within each rank and according to the following restrictions:
  - 1. Vacation days may be denied due to scheduling shortages during the annual PBA Convention and the day of the annual fireworks display.
- E. At the beginning of the calendar year, the Chief of Police shall distribute a separate schedule to the different ranks. Upon receipt of the schedule, each police officer shall have three (3) full days to make his annual vacation day selections.
- F. Vacation days may be carried over to March 31<sup>st</sup> of the following calendar year.

ARTICLE XIX  
SICK LEAVE

- A. Each Police Officer shall be entitled to cumulative days for sick leave, the purposes of which shall be to aid the Officer in the time of sickness or physical disability. Sick leave days shall be days off with pay. Sick leave days shall be accumulated as follows:
  - 1. On January 1 of each year, except for Officers who have not yet completed 6 months of employment, each Officer shall be credited with 3 sick leave days.
  - 2. Each Officer who has accumulated at least 6 months of employment shall accumulate one sick day upon completion of each month worked.
  - 3. Officers who have not yet completed 6 months of employment shall not be entitled to sick leave days.

The use of sick leave days is subject to rules and regulations contained in the police manual. Nothing in this section effects or is effected by days missed due to injury incurred in the course of the Officer's employment which injuries are governed by the worker's compensation laws of the State of New Jersey.

- B. Each police officer utilizing less than five accumulated sick leave days during each year may sell back to the Township sick leave days at the rate of ninety (90%) percent of the daily rate for that Officer in the year that the sick leave was accumulated. The days permitted to be sold back are as follows:

<u>Sick Leave days used</u>	<u>Days to be sold back</u>
5	0
4	1
3	2
2	3
1	4
0	5

This payment shall be made in a lump sum before June 1 of the following year. Each day sold back shall be deducted from the total sick leave days accumulated in accordance with paragraph A above. Officers who voluntarily transfer sick leave days pursuant to Paragraph C below shall still be entitled to sell those transferred days back to the township and receive incentive pay.

- C. In the event an Officer has been stricken by a catastrophic illness or injury and that Officer has exhausted all accumulated Sick Leave Days, vacation days, and overtime, that Officer may extend sick leave days to a maximum of 6 additional months by the transfer of sick leave days from other Officers. Each Officer shall be permitted to voluntarily transfer sick leave days to the Officer stricken with a catastrophic illness or injury up to a maximum of 5 sick days.

## ARTICLE XX

### BEREAVEMENT LEAVE

- A. Each police officer shall be entitled to BEREAVEMENT LEAVE upon the death of certain family members. Bereavement leave shall be days off with pay granted as follows:
1. Upon the death of an Officer's Grandparent, Parent, Spouse, Child, Sibling, Father-in-Law, Mother-in-Law, Son-in-Law, Daughter-in-Law, Grandchild, Uncle, Aunt, Nephew, Niece, Brother-in-Law, Sister-in-Law or Cousin of the First Degree and Spouse's Grandparent, the Officer shall be granted bereavement leave from the day of death to the day of burial.
  2. Bereavement leave may be extended one (1) day when burial takes place outside the State of New Jersey and the Officer is unable to return in time for duty.



ARTICLE XXI

OTHER LEAVE

- A. No officer retiring from service with the Township shall be entitled to any TERMINAL LEAVE whether provided by any Township Ordinance, prior agreement, or otherwise.
  
- B. An Officer may receive a leave of absence. Leave of absence shall be without pay for a period not to exceed 6 months. Leave of absence may only be granted after application to the Chief of Police, approved by the Township and only upon a showing of good cause for leave to be granted. An approved leave of absence shall not constitute a break in service for the Officer. Any leave of absence greater than 30 days shall result in suspension of all employee benefits after the 30<sup>th</sup> day unless the Officer pays the Township the costs for maintaining these benefits for the remaining duration of the approved leave of absence.

ARTICLE XXII

INSURANCE

- A. The Township shall provide group health insurance benefits to the PBA for the effective dates of this Agreement as follows:
  - 1. Basic medical coverage and major medical coverage at least equal to the coverage previously provided under the terms of the parties' prior Agreement except, beginning in June 1999, that the deductible shall be increased from \$50.00 to \$200.00 per individual and from \$100.00 to \$400.00 for family and the co-insurance shall be reduced from 90% of \$1,000.00 to 80% of \$2,000.00; therefore, the total out of pocket payment by an employee for the Traditional plan and the Oxford PPO during the term of this contract cannot exceed \$800.00 per year, which is a total of the \$400.00 per family deductible and an additional \$400.00 for the twenty percent (20%) of \$2,000.00
  
  - 2. Dental coverage at least equal to the coverage provided under the terms of the prior Agreement between the parties, which included the Officer's spouse and eligible dependents.
  
  - 3. The current insurance includes both the Traditional plan and the Oxford PPO. The specific benefits of the Traditional and the Oxford PPO plan that are in effect prior to November 1, 2004 are attached hereto in a three-page "Oxford Health Plans – Comparison of Benefits Township of Berkeley Heights" comparison, attached hereto and incorporated herein as Schedule F.

4. a.) From November 1, 2004 through November 1, 2006 all employees, except those employees in subsection (b) below, shall be enrolled in the new Oxford POS health plan, at no cost to an employee, with the benefits as specified on Schedule F attached hereto and incorporated herein. The Oxford POS Health Plan shall have benefits which are equal to or better than those benefits and services set forth on Schedule F, 3 pages, and incorporated herein.
  - b.) Additionally from November 1, 2004 through November 1, 2006, any employee may enroll in the Traditional plan or the Oxford PPO plan, but the employee shall pay monthly the cost difference between either the Traditional plan and the Oxford POS plan, or the difference between the Oxford PPO plan and the Oxford POS plan.
  5. From November 1, 2006, an employee may enroll in either the Traditional plan, Oxford PPO plan, or the Oxford POS plan at the following costs:
    - a.) An employee who chooses to enroll in the Oxford POS plan shall pay no contribution.
    - b.) An employee who chooses to enroll in the Traditional Health plan shall pay an employee contribution of \$35.00 per month.
    - c.) An employee who chooses to enroll in the Oxford POS plan shall pay a co-pay of \$15.00 per visit.
    - d.) All new employees shall be in the POS during the first twenty-four (24) months of employment.
  6. All of the benefits and services for the medical coverage during the term of this collective bargaining agreement for all of the three (3) plans, including Traditional, Oxford PPO, and Oxford POS, shall be at least equal to or better than the benefits and services set forth in the 3-page "Oxford Health Plans – Comparison of Benefits Township of Berkeley Heights", attached hereto and incorporated herein as Schedule F, and the maximum out of pocket cost during the entire term of this collective bargaining agreement shall not exceed \$800.00 per year (\$400.00 deductible and twenty percent (20%) of \$2,000.00) for the Traditional plan and the Oxford PPO plan.
- B. All active Police Officers, their spouses and eligible dependents shall be covered. Retired Police Officers, their spouses and eligible dependents,

surviving spouses and eligible dependents of deceased retired Police Officers, and the surviving spouses and eligible dependents of Police Officers dying due to a work related incident shall be covered subject to the following:

1. Retired Police Officers, their spouses, and eligible dependents shall be covered only when the Police Officer retires with 25 years of service in the Police and Fireman's Retirement System, retires due to a State approved disability after at least 10 years of completed service, or retires due to traumatic disability arising from a work related incident after at least 8 years of completed service.
  2. The surviving spouse and eligible dependents of a Police Officer dying due to a work related incident shall be covered.
  3. The surviving spouse and eligible dependents of a deceased covered retired Police Officer shall be covered, but the surviving spouse shall be responsible for paying 50% of the cost for the coverage until reaching the age of 55 at which time the Township will pay the full cost.
  4. Coverage for any surviving spouse shall terminate upon remarriage of the spouse.
  5. Coverage for any eligible dependent shall terminate upon emancipation of the dependent.
  6. Upon the surviving spouse becoming eligible for Medicare, coverage will be limited to supplemental coverage.
  7. All retirees shall retain all of the benefits under this collective bargaining agreement to which they retired. No future collective bargaining agreements may decrease the retiree benefits of those employees who retire during this collective bargaining agreement.
- C. In the event an officer elects any of the optional forms of insurance coverage then currently provided by the Township's insurance carrier and thereby incurs a premium rate less than the standard premium the Township shall pay to the officer, on a semi-annual basis, on half of the savings effected by the Township through the election of alternative coverage. In the event that the officer elects to waive coverage and provides satisfactory proof to the Township of coverage from another source which is at least equal to that provided by the Township, the Township shall pay to the officer, on a semi-annual basis, one half of the savings effected by the Township through the waiver of coverage. All of such payments shall be excluded from base salary and shall not be included in pension calculations. After January 1, 2005, payment to an employee per year shall be \$6,000.00 for opting out of the Township's insurance coverage.

### ARTICLE XXIII

#### IN-SERVICE POLICE TRAINING

- A. A Police Officer attending an In-service Police Training course shall be excused from duty without loss of pay for that day. A Police Officer attending an In-service Training course on the Officer's day off shall be compensated pursuant to other terms of this contract, and if an officer is entitled to overtime compensation pursuant to Article XVI, then the officer in training shall be compensated in overtime.

1. The Township shall provide a vehicle and gas to any Officer attending such training course, if a vehicle is available.
2. The Township will reimburse an Officer using the Officer's own vehicle to travel to the training course for mileage at the prevailing rate for such compensation.
3. The Township will reimburse the Officer attending such a training course for all tolls and parking fees incurred.
4. Any Officer scheduled to attend an in-service training course who does not attend without a valid excuse shall be responsible for the costs of the course and shall not be compensated for that day.

#### ARTICLE XXIV

#### EDUCATIONAL TUITION REIMBURSEMENT AND EDUCATIONAL COMPENSATION

- A. Each Police Officer shall be entitled to tuition reimbursement for college credits and graduate credits (education after a four (4) year college) by the township subject to the following:
1. College credits taken at minimum rate of three (3) credits per calendar year.
  2. Tuition reimbursement shall be made for each college course completed with a grade of "C+" or above.
  3. College credit must be earned towards achieving either an Associates or Bachelors Degree in Criminal Justice.
  4. An officer shall submit a letter prior to December 1 of the year prior to the year in which he intends to seek reimbursement for any course to ensure that appropriate funds are provided in the budget for reimbursement. Should an officer fail to submit a letter in a timely fashion and adequate funds not be available in the year in which reimbursement is sought the Township may elect to reimburse in the following budget year.

#### ARTICLE XXV

#### UNIFORMS

- A. The Township shall issue each new Police Officer the initial uniform. Should any part of an Officer's uniform be damaged or destroyed in the line of duty, the Township will pay for replacement or repair of the uniform. This does not apply

to normal wear or aging of the uniform. Should the Township change the required current work uniform, the Township shall pay for the issue of a new uniform for each Police Officer in quantity sufficient to last one year. Should the PBA request a change of uniform, costs of the change will be charged to the uniform allowance.

- B. The clothing allowance shall be eliminated effective January 1, 2004.
- C. The Township shall pay each officer an annual MAINTENANCE ALLOWANCE for the purpose of cleaning work clothes and maintenance in a presentable condition. The MAINTENANCE ALLOWANCE for 1998 shall be \$450.00 and payment shall be made in a lump sum before June 1. The MAINTENANCE ALLOWANCE shall be eliminated effective January 1, 1999.

#### ARTICLE XXVI

#### DEFERRED COMPENSATION PLAN

The Township shall continue to maintain the Deferred Compensation Plan which has heretofore been in effect. Participation in this Plan will be voluntary for each Officer. All mutual funds utilized by the Township in this Plan shall be "no load Mutual Funds" unless otherwise approved by the PBA.

#### ARTICLE XXVII

#### TERMINATION OF SERVICE

Resignation or retirement of a Police Officer shall be in the form of a written notice to the Chief of Police. Notice shall be no less than 14 days prior to the date of retirement or resignation.

#### ARTICLE XXVIII

#### RANK AND ASSIGNMENT DIFFERENTIALS

- A. In the event that an officer is assigned on a permanent basis to the position of Detective, Traffic Officer, or Juvenile Officer that officer shall receive in addition to the base rate of pay to which he would otherwise be entitled as set forth in this Agreement an ASSIGNMENT DIFFERENTIAL as set forth in Schedule A.
- B. In the event that an officer is promoted to the rank of Sergeant that officer shall receive, in addition to the base rate of pay to which he would otherwise be entitled as set forth in this Agreement a RANK DIFFERENTIAL as set forth in Schedule A.

- C. In the event that an officer is promoted to, or has already achieved the rank of Sergeant and is also assigned, on a permanent basis to the position of Traffic Sergeant or Detective Sergeant, that officer shall receive, in addition to the base rate of pay to which he would otherwise be entitled as set forth in this Agreement both the RANK DIFFERENTIAL and the ASSIGNMENT DIFFERENTIAL.
- D. In the event that an officer receiving any RANK DIFFERENTIAL or ASSIGNMENT DIFFERENTIAL ceases to hold such rank or is no longer assigned to one of the positions set forth in this Article, either by action of the Department or voluntarily, that officer shall no longer be entitled to receive the relevant RANK DIFFERENTIAL or ASSIGNMENT DIFFERENTIAL as the case may be.

## ARTICLE XXIX

### PBA RIGHTS AND PRIVILEGES

The Township shall grant to the PBA certain rights and privileges as follows:

- A. The Township shall grant time off without loss of pay to the PBA State Delegate or the designee to attend the New Jersey State PBA Convention. If budgetary constraints provide, up to three alternate delegates shall also be granted time off without loss of pay to attend the Convention. All PBA members attending the Convention pursuant to this section shall be paid a lodging allowance as set forth in Schedule A.
- B. The Township shall grant time off without loss of pay to the PBA State Delegate or his designee to attend the monthly State and County Conference, Tri-County Conference, and President-Delegate Conference. If the meeting occurs on a day of a regularly scheduled tour of duty the attending officer shall be excused from that day's shift without loss of pay.
- C. The Township shall provide the PBA the following assistance to facilitate PBA business:
  - 1. Up to 90 minutes time off per month without loss of pay to the PBA Treasurer to perform the duties of that office.
  - 2. Time off without loss of pay to any PBA member to attend monthly PBA local meetings subject to minimum patrol requirements.
  - 3. Use of the conference (break) room to conduct PBA meetings.
  - 4. A suitable filing cabinet within Police Headquarters for storage of PBA records.

5. The PBA shall be permitted to solicit public contributions within limits set by statute or guidelines.

D. In connection with contracts and negotiations the Township agrees as follows:

1. There shall be an established grievance procedure set forth in this contract to resolve any dispute arising from the interpretation or application of this or any subsequent agreement.
2. Reasonable access to the Township's governing body during the course of PBA-Township negotiations and the ability to request a special meeting of the governing body for the purpose of bargaining and negotiation.
3. Time off without loss of pay to the PBA Negotiations Committee to conduct work related to contract negotiations subject to minimum manpower requirements.

#### ARTICLE XXX

#### PROMOTIONS

Promotions shall be based upon seniority, past performance, training, education and experience, and an oral examination to be given by the Chief of Police and a representative of the Township Committee.

#### ARTICLE XXXI

#### POLICE FUNERALS

In the event a police officer of a jurisdiction in the State of New Jersey is killed in the line of duty, the Township shall provide a marked patrol vehicle, if available, and gas, to any off-duty Police Officer(s) who wishes to attend the funeral.

#### ARTICLE XXXII

#### PERSONAL DAYS

Beginning January 1, 2005, each employee shall receive two personal days per year to be used at the discretion of each Officer. If a personal day is not used, then a personal day may be carried forward to the next year or sold back to Township at the end of each year. An Officer does not have to give any explanation for the use of any personal days and shall be granted the use of the personal day, except in case of an emergency.

ARTICLE XXXIII

TERM AND RENEWAL

This agreement shall be in effect and govern the parties hereto for the period January 1, 2004 through December 31, 2011. Upon expiration of the term of this Agreement the provisions agreed to hereunder, including but not limited to all obligations, benefits, and conditions of employment shall remain in full force and effect until the execution of a new Agreement.

The Township and PBA agree to commence negotiations for a new Agreement between the parties between August 1 and October 10, 2011.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the dates set forth next to their signatures.

THE TOWNSHIP OF BERKELEY HEIGHTS

DATE: \_\_\_\_\_, 2004

BY: \_\_\_\_\_  
Michael Chait, Mayor

ATTEST:

DATE: \_\_\_\_\_, 2004

\_\_\_\_\_  
Vincent DeNave, Administrator

PBA LOCAL #144

DATE: \_\_\_\_\_, 2004

BY: \_\_\_\_\_  
John DiPasquale, President

ATTEST:

DATE: \_\_\_\_\_, 2004

\_\_\_\_\_



SCHEDULE A

Each officer shall receive a base rate of pay based upon his year of service in the department as set forth in the following charts and shall move to the next higher step upon completion of a full year at the lower step.

For officers hired prior to January 1, 1998:

Scale 1	2003	2004	2005	2006	2007	2008
Probationary	38,752	42,365	45,621	47,464	49,820	52,062
2 <sup>nd</sup> Year	57,063	61,518	65,656	68,610	71,698	74,924
3 <sup>rd</sup> Year	58,657	63,186	67,400	70,433	73,602	76,914
4 <sup>th</sup> Year	60,248	64,850	69,141	72,252	75,503	78,901
5 <sup>th</sup> Year	61,828	66,503	70,869	74,058	77,391	80,874
6 <sup>th</sup> Year	63,949	68,721	73,190	76,483	79,925	83,522

For officers hired after January 1, 1998:

Scale 2	2003	2004	2005	2006	2007	2008
Probationary	35,586	39,053	42,157	44,054	46,037	48,109
2 <sup>nd</sup> Year	39,564	43,214	46,510	48,603	50,790	53,075
3 <sup>rd</sup> Year	43,541	47,374	50,861	53,150	55,542	58,041
4 <sup>th</sup> Year	47,518	51,534	55,212	57,697	60,293	63,007
5 <sup>th</sup> Year	51,495	55,694	59,564	62,244	65,045	67,972
6 <sup>th</sup> Year	55,473	59,855	63,916	66,792	69,798	72,939
7 <sup>th</sup> Year	59,450	64,015	68,267	71,339	74,550	77,904
8 <sup>th</sup> Year	63,949	68,721	73,190	76,483	79,925	83,522

**B. RANK AND ASSIGNMENT DIFFERENTIAL**

In addition to the base rate of pay set forth above, each officer assigned as Juvenile Officer, Traffic Officer, or Detective shall have his base rate of pay established as that base rate of pay of the top patrolman (i.e. for officers hired prior to March 1, 1999 to the 6<sup>th</sup> step on Scale 1 and for those hired after March 1, 1999 to the 8<sup>th</sup> step on Scale 2) and shall receive an additional payment of six percent (6%) added to such base rate of pay. Such sum shall be considered part of such officers base pay for pension purposes.

However, for any officer hired after March 1, 1999 the ASSIGNMENT DIFFERENTIAL shall be four percent (4%) for the first 18 months in that ASSIGNMENT rather than the amounts set forth above.

In addition to the base rate of pay set forth above, each officer holding the rank of Sergeant shall have his base rate of pay established as that base rate of pay of the top patrolman (i.e. for officers hired prior to March 1, 1999 to the 6<sup>th</sup> step on Scale 1 and for those hired after March 1, 1999 to the 8<sup>th</sup> step on Scale 2) and shall receive an additional payment of fourteen percent (14%) added to such base rate of pay. Such sum shall be considered part of such officers base pay for pension purposes.

In the event an officers hold both an assignment and a rank he shall be entitled to both additional payments set forth above. In such event, the rank differential shall be calculated first and the assignment differential shall be calculated upon the resulting number.

**C. CLOTHING ALLOWANCE**

As of January 1, 2004, there shall be no clothing allowance payment.

**D. MAINTENANCE ALLOWANCE**

As of January 1, 1999, there shall be no maintenance allowance.

**E. LODGING ALLOWANCE**

Each officer attending the annual PBA convention shall be entitled to a LODGING ALLOWANCE OF \$250.00.