

A G R E E M E N T

Between

THE BOROUGH OF EMERSON

and

POLICE BENEVOLENT ASSOCIATION  
LOCAL NO. 206  
(EMERSON UNIT)

---

JANUARY 1, 2004 through DECEMBER 31, 2008

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LOCCKE & CORREIA P.A.  
24 Salem Street  
Hackensack, New Jersey 07601  
(201) 488-0880

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THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2005 by and between the BOROUGH OF EMERSON, a body politic and corporate of the State of New Jersey, hereinafter referred to as the "Employer" and the POLICE BENEVOLENT ASSOCIATION, LOCAL 206 (EMERSON UNIT), hereinafter referred to as the "Employees".

WHEREAS, the parties have negotiated for the purpose of developing a contract covering wages and other conditions of employment.

NOW, THEREFORE, it is agreed as follows:

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ARTICLE I

COVERED EMPLOYEES

A. This Agreement shall cover all regular full time Police Officers of the Emerson Police Department except the Chief of Police.

B. The term "Police Officer" or "Employee" as used herein shall be defined to include the plural as well as the singular, and to include females as well as males.

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ARTICLE II

MANAGEMENT RIGHTS

A. Subject to the provisions of N.J.S.A. 34:13A-1 et seq., the New Jersey Employer-Employee Relations Act, the Employer retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Employer and its properties and facilities, and the activities of its Employees;
2. To hire all Employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment, and to promote and transfer Employees; and
3. To suspend, demote, discharge, or take other disciplinary action for good and just cause according to law.

B. Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities and authority under N.J.S.A. 40, 40A or 11, where applicable, or any other National or State law.

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ARTICLE III

SALARIES

A. Salaries and wages and compensation of the Officers and Employees of the Police Department of the Borough of Emerson shall be as set forth in **Schedule A** (annexed).

B. In the case of a Patrolman or Superior Officer being promoted, he shall be paid at the rate of higher office from and after the date of his appointment to the higher office, and provided further, that in the case of any Patrolman appointed, this Agreement shall be retroactive only to his date of appointment and provided further that, in the event an Officer is appointed after the effective date of this Agreement, he shall be paid at the rate stated in this Agreement only from the date of his appointment.

C. The salaries, wages and benefits aforesaid shall be retroactive to January 1, 2004, and any monies due Employees by virtue of this clause shall be paid as soon after the execution of this Agreement as practicable.

D. Voucher payments shall be paid within thirty (30) days from their submission, provided they are approved according to the existing procedures of **Chapter 26, "Claims Approval,"** of the Borough Code.

E. Payroll checks shall be delivered before 8:00 A.M. on Fridays, if possible. Further, Police Officers shall be allowed reasonable time to cash payroll checks at a local bank while they are on duty.

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ARTICLE IV

WORK DAY, WORK WEEK AND OVERTIME

A. The normal work day tour shall be eight (8) hours. Forty (40) hours per week shall be the normal work week.

B. Work in excess of the Employee's basic work week or tour for a day is overtime. Overtime shall be paid as paid overtime compensation (time and one-half (1½)). Overtime shall be calculated on base pay only. (Base pay set forth in Schedule A).

C. The work schedule for all persons covered by the work contract shall be the "5-2/5-3" work chart. This chart contains one thousand nine hundred forty-seven (1,947) annual hours. Overtime shall be defined as "work in excess of eight (8) hours in a day or work directed on a regular day off as defined by the new work chart.". The base hourly rate shall be calculated by dividing the Officer's annual pay rate (Schedule A) by one thousand nine hundred forty-seven (1,947). The overtime rate shall be one and one-half (150%) of the amount so calculated.

There shall be two (2) fifteen (15) minute breaks per eight (8) hour tour, one in the first half and one in the second half.

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ARTICLE V

COURT TIME

A. Court time, as referred to in this Article, shall consist of all time, excluding regular tours of duty, during which any Employee covered under this Agreement shall be required to attend a Municipal Court, Superior Court, Grand Jury proceeding, or other Courts or Administrative Bodies.

B. All such required Court time shall be considered as overtime and shall be compensated at time and one-half (1½).

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ARTICLE VI

TRAINING PAY

Any full-time Employee who has satisfactorily completed an in-service school which is authorized in advance consisting of three (3) days or more, shall be compensated in the amount of Ten (\$10.00) Dollars per course. This payment shall be made only once for each course completed and shall be paid within thirty (30) days after completion.

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ARTICLE VII

UNIFORMS

A. Each new Employee shall receive from the Employer, free of charge in lieu of a clothing allowance, a complete uniform, as defined in Rules and Regulations of Emerson Police Department adopted in 1966.

B. Thereafter, the Employer shall pay each Employee an annual clothing allowance in the amount of:

- Effective January 1, 2004 - \$550.00
- Effective January 1, 2005 - \$600.00
- Effective January 1, 2006 - \$650.00
- Effective January 1, 2007 - \$700.00
- Effective January 1, 2008 - \$750.00

C. This payment shall be made to plainclothed as well as uniformed Employees.

D. All uniform allowance payments shall be made not later than the first period in May of each year, upon submission of an appropriate voucher.

E. If the Employer decides to change the uniform or any part thereof, it shall provide to each Employee, free of charge, any

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such changed items. Utilization of this paragraph shall not diminish the clothing allowance set forth in this Agreement.

F. An Employee's uniform or personal equipment which are required by him in his capacity as a Police Officer, which may be damaged as a result of a single episode during the course of his employment, shall be replaced at the expense of the Employer, except where such damage is caused by the negligence of the Employee. Any such payments made under this paragraph shall be in addition to the Employee's annual clothing allowance otherwise referred to in this Agreement and shall be made to the Employee within thirty (30) days of the reporting of same, if said claim is bona fide. All reasonable attempts shall be made to repair damaged equipment, if repairable, before replacement.

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ARTICLE VIII

LONGEVITY

A. Each Employee shall be entitled to a longevity benefit as follows: At the expiration of three (3) years of service, each full-time Employee who is on active status or terminal leave shall receive an additional one (1%) percent of annual compensation; after six (6) years of service, two (2%) percent of annual compensation; thereafter, for each additional three (3) years of service, one (1%) percent of annual compensation will be added to a maximum of nine (9%) percent after twenty-four (24) years of service.

B. Longevity compensation under Paragraph A of this Article shall be computed and paid on the basis of the salary set forth in Article III of each such Employee. Said additional compensation as set forth in this Article shall be paid yearly during the first week of November. Time reference to first week of November relates to time of payment of percentages set forth in Paragraph A, and not anniversary date of entitlement of percentages set forth in Paragraph A. All Longevity payments shall be paid in equal installments in the regular paychecks. Said Longevity, which shall be rolled into base pay, shall not be used to calculate the overtime rate of compensation.

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ARTICLE IX

EDUCATION INCENTIVE

A. Any full-time Employee attending college and studying in the field of Police Science shall be reimbursed at the rate of Eighteen (\$18.00) Dollars for each college credit earned. This is not an annual sum, but is understood to be reimbursement for tuition payment.

B. Upon attaining an Associate of Art Degree in a Police Science related field, such Officer shall receive an additional Three Hundred (\$300.00) Dollars annually over and above his base pay.

C. Upon obtaining a Bachelor's Degree in a Police Science related field, such Officer shall be paid an additional Seven Hundred (\$700.00) Dollars annually over and above his base pay, which payment shall not be in addition to any payment for the Associate of Arts Degree.

D. Appropriate Educational Incentive program payments shall be made not later than the first pay period in June of each year upon submission of an appropriate voucher.

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ARTICLE X

WORK IN HIGHER RANK

In the absence of a uniformed Superior Officer, a Patrolman shall be paid at the Sergeant's rate of pay for each tour in which he is the senior man.

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ARTICLE XI

HOLIDAYS

A. All full-time Employees shall be entitled to thirteen (13) paid holidays per year.

B. If holiday time is not utilized, the Employee shall receive his base pay as compensation upon his request, and submission of appropriate voucher.

C. Employees covered by this Agreement who are scheduled to work on the day or evening tours on Christmas Day, New Year's Day, Easter Sunday or Thanksgiving shall be permitted a one (1) hour meal period.

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ARTICLE XII

VACATIONS

Employees covered by this Agreement shall be provided vacation pursuant to Appendix B.

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ARTICLE XIII

SICKNESS AND SICK LEAVE

A. Employees covered by this Agreement shall be provided with a sickness and sick leave program pursuant to **Appendix C**.

B. The Employer may stop payments to the Employee on the date the Employer's physician, or physician employed by the insurance carrier for Employer, certifies to Employer that Employee is able to work. Any absences from scheduled tours of duty by an Employee in excess of the period of work-connected disability as provided for in this **Article** shall be charged against Employee's accrued sick time, if any. If the Employee has no chargeable sick time, Employer may, at its option, decide not to pay Employee for said absence.

C. In the event the Employee contends that he 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 by obtaining a judgment in the Division of Workers' Compensation, or by the final decision of the last reviewing Court, which shall be binding upon the parties.

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D. For the purpose of this **Article**, injury or illness incurred while the Employee is acting in any Employer-authorized activity, 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 an injury on duty, the parties agree to be bound by the decision of an appropriate Workers' Compensation judgment, or if there is an appeal therefrom, by the final decision of the last reviewing Court, which shall be binding upon the parties.

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ARTICLE XIV

WORK INCURRED INJURY

A. Where an Employee covered under this Agreement suffers a work-connected injury or disability, the Employer shall continue such Employee at full pay and benefits during the continuance of such Employee's inability to work for a maximum of one (1) year. During this period of time all temporary disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid over to the Employer.

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

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ARTICLE XV

MEDICAL AND DENTAL COVERAGE

A. The Employer shall provide a policy of medical insurance at not less than the level of coverage afforded by the present Blue Cross-Blue Shield Series 750 Plan with Rider J, and Major Medical. Said plan of insurance provided by the Employer shall be a family plan for each Employee and the Employer shall bear the sole cost and expense of the coverage.

B. The Employer shall provide a dental insurance plan for all Employees covered by this Agreement. Said dental insurance plans shall include as one of its terms an eighty (80%) percent co-insurance clause for the dental needs of each Employee.

C. In addition, and at each Employee's option, the Employer will provide that the dental plan may be expanded to a full family coverage for the Employee's family.

D. Current insurance program shall continue.

E. Effective July 1, 2005 the medical insurance plan specified in Paragraph A of this Article shall be modified to the negotiated plan. The PBA shall have the right to substitute

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another plan, not later than July 1, 2005, which substitute plan shall not have a per member premium in calendar year 2005 of more than Sixteen Thousand Seven Hundred (\$16,700.00) Dollars per annum.

All annual premium increases following calendar year 2005 shall be paid by the Employer. The Employer shall have the right to change the source of coverage in the future however, said change must result in equal or better coverage.

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ARTICLE XVI

LIFE INSURANCE

The Employer shall provide a Fifteen Thousand (\$15,000.00) Dollar level term life insurance policy on the life of each Employee covered by this Agreement. The entire cost and expense of said plan shall be borne by the Employer.

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ARTICLE XVII

GRIEVANCE PROCEDURE

A. Definition

A grievance under this **Article** shall relate solely to the interpretation, application or violation of policies, or administrative decisions affecting their terms and conditions of employment or the terms of this Agreement. (Explicitly excluded are disciplinary matters).

B. The grievance procedure shall entail five (5) steps:

STEP ONE

1. A grievance shall be presented in wiring to the Chief of Police within ten (10) days after the occurrence of the matter to which the grievance relates.

2. The Chief shall submit in writing to the grievant an answer within ten (10) days after receipt of the grievance.

STEP TWO

1. If the grievant is not satisfied with the resolution of the grievance as outlined in STEP ONE, the grievant may present his grievance to the Police Commissioner by

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presenting same to him or her within fifteen (15) days from the date of the answer of the Chief as stated in STEP ONE.

2. The Police Commissioner shall submit to the grievant in writing his or her answer within fifteen (15) days of the date of the receipt of the grievance.

STEP THREE

1. If the grievant is not satisfied with the resolution of the grievance as outlined in STEP TWO, the grievant may present the grievance to the Police Committee by presenting same to the Police Commissioner within fifteen (15) days from date of the answer to the Police Commissioner as stated in STEP TWO.

2. The grievance shall be answered within fifteen (15) days of the date of its receipt by the Police Commissioner.

STEP FOUR

1. If the grievant is not satisfied with the resolution of the grievance as outlined in STEP THREE, the grievant may present the grievance to the Mayor and Council within fifteen (15) days from the date of the answer of the

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Police Committee as stated in STEP THREE.

2. The grievance shall be answered by the Mayor and Council within fifteen (15) days of its receipt.

Nothing in this Article shall be construed as precluding the grievant from pursuing his claim for relief by filing a complaint for a plenary hearing in a Court of competent jurisdiction, however, he has completed all the steps herein and further provided that the grievance does not involve an interpretation, the application or violation of this Agreement. If it does, and if the grievant is not satisfied with the result in STEP FOUR, the grievance shall be submitted to arbitration, as follows:

STEP FIVE - ARBITRATION

1. In the event that an agreement cannot be reached between the PBA and the Employer with respect to a grievance involving and limited to the interpretation, application or violation of any specific provision of this Agreement, it may be submitted to arbitration pursuant to the Labor Arbitration Rules of the New Jersey Public Employment Relations Commission, provided such request is made within fifteen (15) days after the final

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decision has been rendered under STEP FOUR, above.

2. The decision of the Arbitrator shall be final and binding upon both parties for a period to be named in the arbitration decision, but in no event to antedate the period for which this Agreement is effective.

3. The Arbitrator shall not have the authority to alter or modify any of the express provisions of this Agreement. In addition, the Arbitrator shall set forth the reasons for making his or her award in a written opinion.

4. The expenses, including fees and other necessary expenses of the Arbitrator shall be shared equally by the Employer and the PBA. All other expenses incidental to and arising out of the arbitration shall be paid by the party incurring same.

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ARTICLE XVIII

POLICE DEPARTMENT SAFETY

A. The parties hereby agree to establish a Health and Safety Committee consisting of no more than two (2) members of the Department and the Chief of Police, plus one (1) optional additional designee of the Borough.

B. The Committee shall meet periodically to discuss matters of safety within the Department. The Committee shall, if it deems necessary, make recommendations to the Police Committee, which recommendations shall be advisory only.

C. Any person may submit suggestions to any Committee member, either orally or in writing.

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ARTICLE XIX

DEPARTMENTAL INVESTIGATIONS

In order to conduct departmental investigations in a proper manner, the following guidelines shall be followed by the Department:

1. Interrogations of members of the force shall be made when the member is on duty, unless the Chief determines that the exigencies of the investigation dictate otherwise.

2. Interrogations shall take place at a location designated by the Chief, which will normally be at Police Headquarters and/or at the location where the incident allegedly occurred.

3. The member of the force shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he should be so informed.

4. The period of questioning shall be reasonable in length; adequate time shall be provided to the member of the force for personal necessities such as meals and/or rest breaks.

5. The member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward

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shall be made as an inducement to answering questions.

6. The Department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of the Rules and Regulations. This consultation, if requested, shall not delay the interrogation beyond one (1) hour for consultation with his Association representative, nor more than two (2) hours for consultation with his attorney.

7. In cases other than departmental investigations, if a member of the force is under arrest or if he is suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

8. Nothing herein shall be construed to deprive the Department or its Officers of its ability to conduct the routine and daily operations of the Department, nor its ability to informally resolve matters that arise from time to time.

9. This Article shall not be construed as subjecting the merits of department investigations to the grievance procedure herein.

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ARTICLE XX

PERSONNEL FILES

A. A separate personal history file shall be established and maintained for each Employee covered by this Agreement. Personal history files are confidential records and shall be maintained in the office of the Chief of Police.

B. Any member of the Police Department may, by appointment in advance, review his personnel file. This appointment for review must be made through the Chief of Police, or his designated representative.

C. Whenever a written complaint concerning an Officer or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file.

D. All personal history files shall be maintained for at least seven (7) years after an Employee terminates. Nothing shall be removed therefrom without the mutual consent of the Chief and Employees, and by advising Police Commissioner.

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ARTICLE XXI

ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. The Association shall be responsible for acquainting its members with the terms and provisions of this Agreement, and shall make every reasonable effort to secure compliance by its members with those terms and conditions.

B. The Association may designate one (1) representative who shall be responsible for raising with the Borough any questions concerning the enforcement and applicability of this Agreement. The Association may choose one (1) alternate. The Association shall furnish to the Borough, in writing, the names of the representatives and alternate, and shall promptly notify the Borough of any changes.

C. If a member of the bargaining unit is an elected official of his PBA Local, he may attend a maximum of one (1) regular PBA meeting per month for a maximum of two (2) hours per meeting, with no loss in regular pay. This paragraph shall apply to no more than one (1) individual per tour. This paragraph shall not affect in any way Employee's attendance at PBA activities during his off time duty.

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D. Time off for State PBA conventions shall be granted in accordance with State Law.

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ARTICLE XXII

CEREMONIAL ACTIVITIES

A. In the event a Police Officer in another Department in the State of New Jersey is killed in the line of duty, the Borough will permit off-duty uniformed Police Officer(s) of the Borough to participate in funeral services for the said deceased Officer.

B. Subject to the availability of the same, as determined by the Chief, the Borough will permit a Borough Police vehicle to be utilized by members of the Department who are participating in the funeral service.

C. Off duty Police Officers participating in such funeral services shall not be entitled to any compensation during the time in which they are participating in such funeral service.

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ARTICLE XXIII

NON-DISCRIMINATION

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the Employees represented by the PBA because of membership or activity in the PBA. The PBA or any of its agents shall not intimidate or coerce Employees into membership. Neither the Employer nor the PBA shall discriminate against any Employee because of race, creed, color, age, sex or national origin.

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ARTICLE XXIV

NO STRIKE PLEDGE

A. It is recognized that the need for continued and uninterrupted operation of the Borough's Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operations.

B. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of an Employee from his position, or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the Employee's duties of employment), work stoppage, slowdown or walk-out against the Borough.

C. The Association agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned, including but not limited to publicly disavowing such action and directing all such members who participate in such activities to cease and desist from same immediately and to return to work, along with such other

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steps as may be necessary under the circumstances, and to bring about compliance with its order.

D. In the event of strike, slowdown, walk-out or job action, it is covenanted and agreed that participation in any such activity by the Association member shall entitle the Borough to take appropriate disciplinary action including possible discharge in accordance with applicable law.

E. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both in the event of such breach by the Association or its members.

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ARTICLE XXV

SEPARABILITY AND SAVINGS

If any provision 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, then the parties agree to reopen negotiations with respect to the impact of such invalid provision consistent with the law relating to negotiations and interest arbitration as set forth in N.J.S.A. 34:13A-3, et seq.; however, all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby.

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ARTICLE XXVI

VEHICLE SAFETY

A. If an Employee of the Department bonafidely alleges and demonstrates to the Superior Officer on the tour that a motor vehicle he is assigned to use is unsafe to operate, then the vehicle shall be inspected by a Borough appointed mechanic before it is used. If a mechanic is not available to inspect the vehicle then another vehicle shall be assigned to the Employee.

B. If no vehicle is available then the Superior Officer shall call in a Borough approved mechanic to inspect the vehicle and the decision of the Borough approved mechanic shall be final.

C. Typically, the equipment of marked vehicles shall include but not be limited to the following equipment: automatic transmission, power steering, power brakes, air conditioning, interior lighting package, automatic trunk release, roof rack with electronic siren and lights, oxygen, first aid kit and flares.

D. At least two (2) marked vehicles shall be equipped with twelve (12) gauge shotguns and cages.

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ARTICLE XXVII

AGENCY SHOP

A. 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 within thirty (30) days of initial employment within 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 deductions. 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.

B. 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

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resulting from action taken by the Borough at the request of the  
Union under this Article.

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ARTICLE XXVIII

NO WAIVER

Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof.

This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the Employees herein are entitled by law.

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ARTICLE XXIX

TERM OF CONTRACT

A. This contract shall take effect on January 1, 2004 and shall terminate on December 31, 2008.

B. All provisions of the contract shall remain in full force and effect until a new contract is executed.

ATTEST:

BOROUGH OF EMERSON

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Mayor

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Police Commissioner

ATTEST:

POLICE BENEVOLENT ASSOCIATION  
LOCAL NO. 206 (EMERSON UNIT)

*St. Paul Kam*  
\_\_\_\_\_

*Curt Ogden*  
\_\_\_\_\_

*Po Michael McDermott*  
\_\_\_\_\_

*D/Asst. George Barnes*  
\_\_\_\_\_

*Po Scott O'Connor*  
\_\_\_\_\_

SCHEDULE A

SALARIES

	EFF. <u>1/1/04</u>	EFF. <u>1/1/05</u>	EFF. <u>1/1/06</u>	EFF. <u>1/1/07</u>	EFF. <u>1/1/08</u>
CAPTAIN	\$92,465	\$96,164	\$104,171	\$109,377	\$114,026
LIEUTENANT	87,517	91,018	98,818	103,811	108,223
SERGEANT	84,060	87,422	95,079	99,923	104,169
PATROLMEN (COMPLETION OF 5 YEARS AND THEREAFTER)	77,875	80,990	88,390	92,965	96,916
DURING 5TH YR.	69,408	72,184	79,231	83,440	86,987
DURING 4TH YR.	60,939	63,376	70,071	73,914	77,056
DURING 3RD YR.	52,473	54,572	60,915	64,392	67,128
DURING 2ND YR.	44,006	45,766	51,756	54,867	57,198
DURING 1ST YR.	35,538	36,959	42,598	45,342	47,269

*Handwritten initials:*  
 DR  
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 MM  
 MO

SCHEDULE A-1

SALARIES

(EMPLOYEES HIRED ON OR AFTER JULY 1, 2005)

	<u>EFF.</u> <u>1/1/05</u>	<u>EFF.</u> <u>1/1/06</u>	<u>EFF.</u> <u>1/1/07</u>	<u>EFF.</u> <u>1/1/08</u>
CAPTAIN	\$96,164	\$104,171	\$109,377	\$114,026
LIEUTENANT	91,018	98,818	103,811	108,223
SERGEANT	87,422	95,079	99,923	104,169
PATROLMEN (COMPLETION OF 6 YEARS AND THEREAFTER)	80,990	88,390	92,965	96,916
DURING 6TH YR.	72,184	79,231	83,440	86,987
DURING 5TH YR.	63,376	70,071	73,914	77,056
DURING 4TH YR.	54,572	60,915	64,392	67,128
DURING 3RD YR.	45,766	51,756	54,867	57,198
DURING 2ND YR.	36,959	42,598	45,342	47,269
DURING 1ST YR.	30,000	35,360	37,814	39,422

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APPENDIX B

VACATIONS

1. Members of the Police Department shall receive annual vacations with pay according to the following service schedule:

- A) Less than six (6) months - none
- B) Six (6) months to one (1) year - seven (7) days.
- C) One (1) year to ten (10) years - fourteen (14) days.
- D) Ten (10) years to fifteen (15) years - twenty-one (21) days.
- E) Fifteen (15) years or more - thirty (30) days

2. Vacation time shall not be cumulative unless a request for same is made, in writing, to the Chief of Police, recommended by him to the Mayor and Council and approved by the Mayor and Council.

3. Vacations shall be granted to Patrolmen upon the basis of seniority, which shall be predicated upon the date of appointment to the Department. Vacations of Superior Officers shall be granted upon seniority which shall be predicated upon the date of appointment as a Superior Officer.

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APPENDIX C

SICKNESS AND SICK LEAVE

1. Any member of the Department unable to report for duty when so required, because of sickness or injury shall report the fact to the Superior Officer in charge, who will notify the Chief of Police in writing.

2. Any member of the Department, taken sick or injured when on duty, shall report the fact to his Superior Officer by the quickest possible means and shall remain at his post until relieved, unless he be excused by his Superior Officer upon such report being made. He shall report in person, at the Police Station, before proceeding to his residence unless specifically excused.

3. Whenever a member of the Department shall notify Headquarters that he is ill and unable to report for duty, the Chief of Police may designate the Police Surgeon to make examination for report to the Chief of Police. The report shall state the nature of the sickness and the probable length of time the member shall be absent from duty.

4. The Police surgeon making the examination of a sick or

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injured member shall be allowed to visit the member whenever requested to do so.

5. Sick leave shall be granted to a member of the Department according to the following schedule:

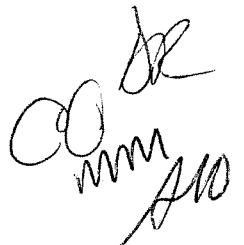
- (A) One (1) year or less - fifteen (15) working days a year.
- (B) One (1) year or more - thirty (30) working days a year.

6. Sick leave shall be cumulative to the extent of one hundred fifty (150) days but not in excess thereof.

7. Extension of sick leave may be recommended by the Chief of Police but must be approved by the Mayor and Council before granted.

8. Whenever a member of the Police Department is injured in the line of duty, said member shall be excused from duty with the consent of the Chief of Police and without loss of pay or time for sick leave.

9. It shall be the duty of the Chief of Police to keep a record of all sick days of members of the Department and all accumulations of sick leave.

Handwritten initials and signatures in the bottom right corner, including "CO", "mm", and "A10".