

TOWNSHIP OF HARDING
AND
HARDING POLICEMEN'S
BENEVOLENT ASSOCIATION LOCAL 340
CONTRACT

January 1, 2005 through December 31, 2008

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POLICEMEN'S BENEVOLENT ASSOCIATION 340

2005 – 2008

This Agreement made and entered into as of this 15 day of March 2006, by and between:

The Township of Harding, a Municipal Corporation in the County of Morris and the State of New Jersey, party of the first part, hereinafter designated Harding Township, and Policemen's Benevolent Association 340 (PBA) of the Township of Harding, in the County of Morris, and the State of New Jersey, party of the second part, hereinafter designated Representative,

WITNESSETH:

Whereas, pursuant to the provision of Chapter 303 of the laws of 1968 of the State of New Jersey, the Representative submitted itself on behalf of the Police Department of the Township of Harding, exclusive of the Chief and Lieutenants; and Whereas, Harding Township recognized the said representative for patrolmen and sergeants of the Harding Township Police Department, and a contract was negotiated:

Now therefore, in consideration for the services performed by the members of the Police Department, and a contract was negotiated;

Now therefore, in consideration for the services performed by the members of the Police Department of the Township of Harding, and the mutual covenants hereof, it is agreed as follows:

SECTION I APPLICABILITY

The provisions of this Agreement shall apply only to full-time employees of the Harding Township Police Department.

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SECTION II SALARY

A. Salaries for full time Police Officers and Sergeants shall be as set forth on Schedule A annexed.

B. Each step represents one year in grade. All Police Officers presently employed by the Harding Township Police Department shall be eligible to move up in grade on their anniversary date, provided that each officer has successfully met the requirements of their position as defined in the Harding Township Police Department's policies and procedures.

**SECTION III LONGEVITY INCREMENT AND INCREMENT TO
PATROLMAN ACTING IN SUPERVISORY CAPACITY**

A. Longevity Increment

An increment, in addition to the base salary shall be paid for time of service as follows:

Years of Service	Patrolmen	Sergeants
0-4		
5 -8	\$ 675.00	\$ 775.00
9 - 12	\$1175.00	\$1275.00
13-15	\$1675.00	\$1775.00
16+	\$2175.00	\$2275.00

The increment shall be paid in two installments the first shall be due and payable on July 1 and the second on December 1.

B. Increment to Patrolmen acting in Supervisor's Capacity

The Township recognizes that a Patrolman is senior officer on many shifts, and in such cases a patrolman acts in a supervisory capacity. Since Patrolmen are used in a supervisory capacity on more than an occasional basis, each patrol officer who acts in such a supervisory capacity shall receive the salary of a step one sergeant (the lowest supervisory position) for those hours worked in that capacity on a shift or shifts.

“Each patrolman who acts in such a supervisory capacity shall receive the salary of a step of sergeant (the lowest supervisory position) for those hours worked in that capacity on a shift or shifts.”

SECTION IV VACATION

A. All regular full time employees of the Harding Township Police Department, under this Agreement, shall be entitled to vacation as follows: the scheduling shall be subject to the discretion of the Chief of Police:

First partial Calendar Year	One (1) day for each month of service up to a maximum of 10 working days
First Full Calendar Year Through fourth completed	Two (2) calendar weeks (10 working days)
5th through 9th completed calendar years	Three (3) calendar weeks (15 working days)
10th through 14th completed calendar years	Four (4) calendar weeks (20 working days)
15th through more completed Calendar years	Five (5) calendar weeks (25 working days)

B. Employees covered by this contract shall make vacation requests for summer vacation periods (June 1 - Labor Day) by April 1 of each year. The department shall respond to all requests not later than May 1 of said year. An officer who makes a summer vacation request after April 1 will not have seniority considered however' all efforts will be made to accommodate such late requests.

SECTION V HOLIDAYS

All members of the Harding Township Police Department covered by this contract shall receive the following paid holidays:

- New Year's Day
- Martin Luther King's Birthday
- Lincoln's Birthday
- Washington's Birthday
- Good Friday
- Easter Sunday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

Holiday pay will be rolled into base salary effective January 1, 2005, before the application of the 2005 salary increases. Holiday payments made in 2005 shall be deducted from the retroactive salary payment for 2005.

In the event the Township has established any other holiday for its other employees, such holiday shall be added in the above-enumerated list.

SECTION VI SICK LEAVE

A. Effective January 1, 1987, the members of the Harding Township Police Department shall be entitled to compensable sick leave of eighteen (18) days per year to be cumulative up to a maximum of three hundred (300) days. For the period of January 1, 1973 through December 31, 1986, the members shall be entitled to compensable sick leave of twenty four (24) days per year to be cumulative up to a maximum of two-hundred and seventy (270) days. If any member of the Police Department incurs a severe disability which, under extenuating circumstances, requires absence from duty beyond his then accrued sick leave, the Chief of Police will have the right to recommend to the Township Administrator an additional leave of absence with pay, not to exceed thirty-six (36) days, such days to be deducted from the member's future sick leave allotment. The Township Administrator will consider such recommendation and endeavor to act favorably on it, to the extent necessary to supplement any insurance benefits. Sick leave is to be used exclusively for sickness. Doctor's certification shall be provided if requested at the discretion of the Township.

B. Termination Leave Payment for Accrued Sick Leave

1. Those members who retire having attained both the required age and years of service, upon retirement shall be eligible to receive one (1) days' PAY, at his then rate of pay, for every three (3) days of accrued unused sick leave based on the accrual rate of a maximum of eighteen (18) days per year to be cumulative up to a maximum of three hundred (300) days.
2. For purposes of the terminal leave payment calculation only, the eighteen (18) days per year specified in Section VI (a) shall also apply to the period January 1, 1973 through December 31, 1986.
3. For purposes of the terminal leave payment calculation, any sick leave taken during the period of January 1, 1973 through December 31, 1986 will be deducted from the twenty-four (24) days' per year allotment stipulated in Section VI (a).

4. Eligible members will have the option of receiving the terminal leave payment in a lump sum amount upon retirement or as leave time off from duty, such time being utilized immediately prior to the member's date of retirement.
5. A member shall make every effort to advise the Police Chief and Township Administrator of his intention to retire prior to the start of the calendar year in which the retirement will be effective.
6. A member, who retires prematurely on disability pension, shall be exempt from the attainment of the age and service requirement set forth in Section VI (b) (1).

ARTICLE VII FUNERAL LEAVE AND PERSONAL LEAVE

- A. Every member of the Representative covered by this contract shall be entitled to five (5) days off with pay on the days immediately following the death of spouse or children, providing the employee attend the funeral. The Township Committee or its designee reserves the right to request proof of relationship to the deceased party.
- B. Every member of the Representative covered by this contract shall be entitled to three (3) days off with pay on the days immediately following the death of mother, father, sisters, or brothers, providing the employee attends the funeral. The Township Committee or its designee reserves the right to request proof of relationship to the deceased party.
- C. Every member of the Representative covered by this contract shall be entitled to one (1) day off with pay following the death of mother-in-law, father-in-law, brother-in-law, sister-in-law; nephews, nieces, stepfather, stepmother, grandfather, grandmother, aunt, or uncle, providing the employee attends the funeral. The Township Committee or its designee reserves the right to request proof of relationship to the deceased party.
- D. Every member of the Representative covered by this contract shall be entitled to personal leave days on the basis of need, at the discretion of the Chief of Police. In addition, effective January 1, 1993, every member of the Representative covered by this contract shall be entitled to one (1) personal leave day, per year, without the need to give a reason. Effective January 1, 1995 every member of the Representative covered by this contract shall be entitled to two (2) personal leave days, per year, without the need to give a reason. The scheduling of said leaves days shall be solely subject to the approval of the Chief of Police.

SECTION VIII GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" is a claim by a Police Officer or Sergeant, or the PBA, the Township Committee, Township Administrator, or the Chief of Police based upon interpretation, application, or violation of this agreement.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party of interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. "Policeman" is a full time officer, including Sergeant, in the Harding Township Police Department.
5. The "P R & R Committee" is the Representative's Committee on Professional Rights and Responsibilities.

B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting policemen. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

The failure to appeal a grievance to the succeeding step of the grievance procedure within the time periods specified shall constitute acceptance of the last answer to the grievance and the grievance shall be deemed withdrawn at the end of the specified time periods if not appealed. The failure of the employer or the employer's representative to answer a grievance within the time periods specified in the Agreement shall be construed as a denial of the grievance thereafter may be appealed to the next step.

C. GRIEVANCE

Should any dispute or difference arise between the Township and the Representative or its members as to the interpretation, application or operation of any provision of this agreement, or arising from a lack of equality in treatment of employment or promotion, both parties shall endeavor to settle same in the simplest and most direct manner. The procedure shall be as follows (unless any step thereof is waived by mutual consent):

First: Between the grievant, with the PR & R representative from the PBA, and his attorney if he chooses, and the Chief of the Department within ten (10) days after the event giving rise to the grievance has occurred. The grievance shall be reduced to writing prior to said meeting. The Chief shall give his written answer within three (3) working days after the meeting.

Second: Between the grievant, with the P R & R representative from the PBA, and his attorney, if he chooses and the Township Administrator, within ten (10) days after the written answer given by the Chief of the Harding Township Police. The Township Administrator shall give his written answer within five (5) working days after the meeting.

Third: (a) If the grievance is not settled at the second step the grievant or the P R & R representative from the PBA may make written request for a third step meeting within twenty (20) days after the answer to the second step, except that in disciplinary action grievances, the written request for a third step meeting shall be made within five (5) working days after the answer is received at the second step. The Township Committee shall set a meeting within five (5) working days after the answer is received at the second step. The Township Committee shall set a meeting within five (5) working days after the request, or for such other time that is mutually agreeable. Said third step meeting shall be between the Township Committee and the grievant with the PBA representative. The Township's answer to the third step shall be delivered to the PBA within five (6) working days after the meeting.

(b) A PBA member disciplined, may, at his option, proceed initially to the third step of the grievance procedure. Grievances concerning such matters shall be filed in writing with the Township Committee within five (5) working days after the discipline or the option under this section shall be deemed waived. The third step grievance meeting or disciplinary matters shall be held within ten (10) working days after the request unless other arrangements are mutually agreed upon.

Fourth: If the aggrieved person or the P R & R representative is not satisfied with the handling or result of the grievance on the third level, he may within fifteen (15) days, notify the Township Committee that he wishes to take the matter to Arbitration.

(a) Within ten (10) days after such written notice of submission to arbitration, the Township Committee and the P R & R Committee shall attempt to agree upon a mutually acceptable arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission by the aggrieved party. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an Arbitrator.

(b) The Arbitrator so selected shall confer with the representatives of the Township Committee and the P R & R Committee and hold a hearing promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearing or, if oral hearings have been waived then from the date the final statements and proofs on the issues are submitted to him. The Arbitrator's decision shall be in writing and shall set forth his findings in fact, reasoning, and conclusions on the issues submitted. The Arbitrator shall have no power to add or subtract from or modify any of the terms of this Agreement. The Arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is a violation of the

terms of this Agreement. The decision of the Arbitrator shall be submitted to the Township Committee and the Representative and shall be binding on the parties.

(c) The cost for the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Township Committee and the Representative. Any other expenses incurred shall be paid by the party incurring same.

SECTION IX WORK WEEK AND OVERTIME

- A. All regular full time employees of the Harding Township Police Department shall work a schedule computed by forty hours multiplied by the number of weeks in the rotating shift designated by the Chief of Police as he deems necessary. All time worked in excess of said schedule will be compensated at time of one and one-half rates.
- B. In the event of mandatory schooling, which shall be deemed as a working period, the member shall be compensated as follows:
- a. If the schooling falls on a member's day off he shall be paid at time and one-half his hourly rate, or
 - b. He shall be given compensatory time off, such time to come immediately prior to or immediately following said schooling. Should the member be scheduled to work any shift other than 7:00 am to 3:00 pm, he shall receive said compensatory time off as stated above, however, if he is required to work in addition to the schooling" within that twenty-four hour period, he shall receive his time and one-half rate.

The Chief of Police shall determine the schools to be attended and the members attending same in which case said school shall be construed as mandatory.

Elective schooling, or that- schooling which is attended at the whim of any member, shall not be covered by this section.

Compensatory Time will be paid at time and one-half in money or time and one half in time off (as per Federal Law).

- C. The monthly work schedule shall be posted by the 15th of the preceding month. Any changes of said work schedule with less than fourteen (14) calendar days, notice shall require all changed work time to be paid at the overtime rate.

SECTION X INSURANCE

A. All full time employees of the Harding Township Police Department shall continue to be covered by the insurance program currently provided by the Employer's sole expense, and if the current program should become unavailable, the Employer shall substitute a program as close to the current program in coverage as is available.

B. The dental insurance benefit currently provided to the members of the PBA shall include orthodontic coverage as provided by the current insurance carrier with a specified one thousand (\$1000) dollar deductible clause, with such deductible cost being assumed by the individual employee.

C. Upon the death of an active member or retiree, the Township of Harding will pay premiums for the spouse and minor children for 18 months or when the spouse becomes covered by other insurance, whichever is earlier.

D. Effective March 1, 2003 the prescription drug plan shall be modified to provide a co-payment of \$3.00 for generic drugs and \$5.00 for brand name prescription. Effective January 1, 2004 the co-payment shall be \$5.00 for generic drugs and \$7.00 for brand name prescriptions.

E. **Effective January 1, 2006** the Township will pay **as an incentive** to an employee who voluntarily moves from the Traditional Health Plan to the Blue Card PPO **the sum of \$5,000** in three installments: \$3,000 the first year to be followed by \$1,000 payments the second and third years **of enrollment in the PPO Plan**. This payment will also be made to those members who are currently enrolled in the PPO plan and to any new employees who choose to enroll in the PPO coverage **as provided by paragraph F**.

F. Current employees who accept **the incentive** payment to move to the PPO, current employees who elect to remain in the PPO, and new hires who elect the PPO and accept payment will be permitted to enroll **or re-enroll** in the Traditional Plan after one (1) year at which time the employee will be required to pay the difference between the cost of the premium for the

Traditional Plan and the PPO Plan. **No further payment(s) will be made by the Township to any employee upon the employee's enrollment or re-enrollment in the Traditional Plan.**

G. Employees are eligible to participate fully in the Township's Section 125 Plan as outlined in the Plan Documents and the Township's adopted Policies and Procedures Manual adopted December 21, 2005.

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SECTION XI UNIFORM ALLOWANCE

The present system of uniform and equipment allowance will be continued, by providing for the Chief of Police's approval of uniform and equipment requests and unlimited ability to satisfy need.

Each employee will be paid an annual clothing allowance on a quarterly basis as approved by the Chief of Police. The clothing allowance shall be as follows:

Effective 1/1/05	\$710
Effective 1/1/06	\$735
Effective 1/1/07	\$760
Effective 1/1/08	\$785

SECTION XII COLLEGE CREDITS

The Township will provide a percentage of the tuition costs incurred by full time employees of the Police Department who enroll in accredited, college level, job related courses, which are pre-approved for such payment by the Personnel Subcommittee

Proposals for tuition payment should demonstrate (explain) in writing how the course will directly benefit the Township in terms of increased/improved performance of the individual and/or the department. This should be put in the context of an individual's comprehensive education plan. This plan should be developed in conjunction with the employee's immediate supervisor. The employee's immediate supervisor should provide a letter of support/endorse/ sign off on the plan.

Should the total pre-approval requests for reimbursement exceed the budget the Township Committee has established for tuition reimbursement, the Personnel Subcommittee, in conjunction with the Administrator will prioritize the requests and may deny, defer or opt to **partially** fund a pre-approval request. For example, if an employee requests reimbursement for two classes, in order to allow other employees access to this benefit within the constraints of the budget, the Committee may only approve one class for that budget year.

In order to provide for adequate budget planning, employees should submit their written request for pre-approval of course work and tuition reimbursement to the Township Administrator no later than September 1 for consideration and inclusion, if approved by the Personnel Subcommittee, in the budget for the following year. All reimbursements are subject to sufficient budget appropriations. Approval of requests submitted after **September 1** is subject to availability of funds.

The reimbursement per credit will be referenced against the per credit rate in effect at Rutgers, the State University, at the time the course is taken.

The Township's contribution shall be based on the accompanying schedule. The college tuition reimbursement will be a percentage of the net cost to the employee less any scholarship or other financial assistance available to the employee **as follows**.

College Tuition Reimbursement Schedule

Course Grade of "C" = 50% of Tuition Cost

Course Grade of "B" = 75% of Tuition Cost

Course Grade of "A" = 100% of Tuition Cost

Employees will also be eligible for reimbursement of up to \$100 for books required for each approved class. All reimbursements are subject to submission of appropriate documentation of costs.

The reimbursement must be repaid if the employee leaves Township of Harding employment within twelve (12) months of receipt of such reimbursement.

Effective January 1, 1994, an annual \$5.00 per credit per year compensation will be paid employees who have received an accredited degree, in a job related course of study. Such compensation shall not exceed 120 credits or \$600.00 per year.

The annual compensation of \$5.00 per credit shall be paid in two installments. The first shall be due and payable on July 1 and the second on December 1.

SECTION XIII AUTOMOBILE MAINTENANCE

All private vehicle usage will be approved by the Chief of Police. Harding Township agrees to provide excess insurance coverage for all policemen utilizing their own vehicle on police business.

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SECTION XIV CALL OUT TIME

Any policeman called out on an emergency basis shall be entitled to a minimum two (2) hour call out time to be paid at one and one-half times his hourly rate.

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SECTION XV MANAGEMENT RIGHTS

Except to the extent expressly modified by a specific provision of this Agreement, the Township possesses the sole rights and responsibility to operate and manage its Police Department and all management rights repose in it. The Township Committee through its Police Committeeman, and the Chief of Police, shall have control and direction of the operations of the Harding Township Police Department including, but not limited to, the location of the Police Station, the size of the work force, the scheduling of hours, overtime and shifts, the assignment of work, training and promotion, except that such determinations shall not be in conflict with this Agreement. The members of the Harding Township Police Department shall be subject to the Rules and regulations of the Harding Township Police Department, as established by the Township Committee and administered by the Chief of Police.

All members of the Harding Township Police Department shall be subject to emergency call to duty, at the discretion of the Chief of Police, or the Chief Administrative Officer of the Township, if the Chief of Police is unavailable.

Management rights are not subject to Arbitration. All rights not set forth, which are management rights, are not waived by the failure of the Township Committee to exercise them.

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they established. The Township agrees that all terms and conditions of employment relating to the status of its Police Officers shall be maintained at the same or substantially equivalent standards in effect as specified in the parties' Agreement.

SECTION XVI ALTERATION OF AGREEMENT CLAUSE

No agreement of amendment shall be binding on any of the parties hereto, unless such agreement is made and executed in writing between the parties.

This agreement incorporates the entire understanding of the parties on all matters, which were or could have been the subject of negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

SECTION XVII PHYSICAL EXAMINATIONS

All members of the Harding Township Police Department will be given a physical examination along the lines of Dr. S. Thompson's letter of January 13, 1975, by physician chosen by the Township Committee with a maximum of \$200.00 per examination, said fee to be paid by the Township of Harding, and a report of results to the Township Committee. Each member of the Harding Township Police Department will be given the examination during the first year. Thereafter, the frequency of the examinations will be at the discretion of the physician. Also, each member, upon request, shall receive a copy of the results of his respective examination or have same forwarded to a physician of his choosing.

SECTION XVIII RETIREMENT

Upon entering retirement, to the satisfaction of the Police and Fire Retirement System, each member of the Harding Township Police Department shall receive the following:

- a. All health and life insurance benefits in effect at the time of the members' retirement. This to be received until such time as the member becomes eligible for these coverage's by any pension, state, or federal program which for any reason, assumes the responsibility of said coverage's.

This section shall also apply to any member who must, because of a disability, retire at an earlier than minimum age. Said disability must meet the criteria for disability retirement under the PFRS and to the satisfaction of that body.

[NEED SIDE BAR ON THIS]

SECTION XIX PERSONAL EQUIPMENT

If a members personal equipment is damaged while he is acting within the scope of his employment as a Police Officer of the Township of Harding and whereas such damage was not the result of negligence on the part of the member, then, upon the recommendation of the Chief of Police, the damaged item may be repaired or replaced at a "reasonable cost" to the Township. The age and condition of the damaged item will be taken into account when establishing a "reasonable cost."

ARTICLE XX SENIORITY

Seniority is to be based on time in service as a Harding Township Police Officer, for those officers with the same time in service; the Township shall designate the seniority of these officers based on a standard control such as class standing upon graduation of the Police Academy or test scores of the entrance examination. No two officers will have the same seniority.

SECTION XXI PBA

The PBA Delegate and the alternates will be given the time off with pay, to attend all state PBA conventions (as per state law).

The PBA Delegate will be given the time off with pay, to attend all state PBA meetings. The Delegate will provide the Chief of Police with sufficient notice of said meetings to enable the scheduling of manpower.

SECTION XXII PERSONNEL FILES

With reasonable notice to the Chief of Police and at a reasonable time, any member of the police department has the right to review his or her personnel file. The appointment for this review must be made through the Chief of Police or his designated representative.

Whenever any document is placed in an employee's 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.

SECTION XXIII TERM OF CONTRACT

This Agreement shall become effective on the first day of January 1, 2005 and shall remain in effect and force for a period of four (4) years and shall expire on the 31st day of December 2008.

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SECTION XXIV CONCLUSION

It is agreed that proposals will be exchanged between the Policemen's Benevolent Association 340 and the Township of Harding for the 2009 contract by September 15, 2008.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and sealed as of the day and year written below.

ATTEST:

TOWNSHIP OF HARDING

Date signed: _____ 2006

ATTEST:

POLICEMEN'S BENEVOLENT
ASSOCIATION, LOCAL NO. 340

Date signed: _____ 2006

SCHEDULE A BASE SALARY

	<u>1/1/05 Adjusted for Holiday Pay already Paid in 2005</u>	1/1/05	1/1/06	1/1/07	1/1/08
PATROL OFFICER					
PROBATIONARY	27,605	28,710	29,858	31,052	32,294
STEP 1	36,806	38,278	39,809	41,402	43,579
STEP 2	42,940	44,658	46,444	48,302	50,234
STEP 3	63,856	66,410	69,067	71,829	74,703
STEP 4	68,768	71,519	74,379	77,354	80,449
STEP 5	73,731	76,680	79,748	82,938	86,255
STEP 6	78,652	81,799	85,070	88,473	92,012
SERGEANT					
STEP 1	81,996	85,276	88,687	92,235	95,024
STEP 2	84,729	88,119	91,644	95,309	99,121