

AGREEMENT

Between

**TOWN OF NEWTON
SUSSEX COUNTY, NEW JERSEY**

And

COPY

**POLICEMEN'S BENEVOLENT ASSOCIATION
LOCAL NO. 138 - SUPERIOR OFFICERS ASSOCIATION**

January 1, 2002 through December 31, 2005

39 Trinity Street
Newton, NJ 07860-1823

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

Final draft – created on 12/23/04

Accepted by: SOA _____ TOWN: _____

TABLE OF CONTENTS

<u>ARTICLE NO.</u>	<u>TITLE</u>	<u>PAGE</u>
	PREAMBLE	1
1	PURPOSE	2
2	INTENT	3
3	RECOGNITION	4
4	MANAGEMENT RIGHTS	5
5	GRIEVANCE PROCEDURE	6
6	DUTIES OF OFFICERS.....	7
7	EMPLOYEE RIGHTS	8
8	WORK WEEK	9
9	SCHEDULING	10
10	OVER-TIME	11
11	CALL BACK	12
12	WAGES	13
13	LONGEVITY	15
14	HOLIDAYS	16
15	VACATION	17
16	SICK LEAVE & PERSONAL LEAVE.....	18
17	TERMINAL LEAVE.....	21
18	CLOTHING ALLOWANCE	22
19	UNIFORM CLEANING.....	23
20	COLLEGE CREDITS, TEXTBOOK REIMBURSEMENT, TUITION REIMBURSEMENT, AND IN-SERVICE TRAINING	24
21	GROUP INSURANCE & DENTAL PLAN	25
22	HEALTH EXAMINATION & FLU SHOT.....	26
23	MEDICAL BENEFITS UPON RETIREMENT	27
24	WEAPONS QUALIFICATION	28
25	POLICE VEHICLES & EQUIPMENT	29
26	MEAL AND MILEAGE ALLOWANCE.....	30
27	SAVINGS CLAUSE	31
28	FULLY BARGAINED PROVISION.....	32
	WAGE GUIDE	33

PREAMBLE

This Agreement is dated the _____ day of _____, 2004 between the Town of Newton, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Town", and the Policemen's Benevolent Association, Local No. 138 - Superior Officers Association, hereinafter referred to as the "Association".

Final draft – created on 12/23/04

Accepted by: SOA _____ TOWN: _____

ARTICLE 1
PURPOSE

This Agreement is entered into to promote and ensure harmonious relations, cooperation and understanding between the Town and those members of the Association employed thereby.

ARTICLE 2
INTENT

It is the intention of the parties involved that this Agreement be constructed in harmony with the rules and regulations of the Civil Service Commission, Public Employment Relations Commission rules and regulations, statutes of the State of New Jersey, ordinances of the Town, and rules and regulations of the Police Department.

ARTICLE 3
RECOGNITION

The Town recognizes the Association as the exclusive negotiating agent and representative for all sworn Superior Officers employed by the Town within the Newton Police Department.

ARTICLE 4
MANAGEMENT RIGHTS

- A. The Town retains unto itself without limitation the powers, rights, authority and responsibilities conferred upon it and vested in it prior to the signing of this Agreement by the laws and Constitution of the United States and the State of New Jersey, and of its Revised General Ordinances, including but not limited to, the right to:
1. Executive management and administrative control of the Town government and the activities of its employees.
 2. Determine qualifications for employment, hire all employees according to applicable law, transfer, suspend, demote, promote or discharge employees for good and just cause.
 3. The exercise of the powers, rights, authority, and responsibilities of the Town shall be limited only by the specific and express terms of this Agreement, and then only to the extent consistent with the Constitution and Laws of the United States, the State of New Jersey, and the Ordinances of the Town.

ARTICLE 5
GRIEVANCE PROCEDURE

- A. Definition: A grievance is any dispute between the parties concerning the application or interpretation of this Agreement and may be raised by a member of the Association or an official of the Town.
- B. The purpose of the grievance procedure is to gain at the lowest possible level, an equitable solution to a question or problem affecting the terms or conditions of this Agreement. Nothing herein implies that any individual or Town official cannot attempt to informally resolve a question or problem without going into this formal procedure.
- C. Steps in the grievance procedure:
1. Step 1: The aggrieved shall institute action under this section within five (5) calendar days after the event giving rise to the grievance has occurred, notifying the Association Grievance Committee or the Police Chief, indicating in writing the nature of the grievance.
 2. Step 2: Should there be sufficient grounds to indicate there is, in fact, a grievance, it shall be processed by filing in writing to the opposite party (Police Chief or chairman of the Association Grievance Committee) within ten (10) calendar days of the original event, the complete nature of the grievance. The Police Chief or his/her designee, or the chairman of the Association Grievance Committee or his/her designee, shall file a written answer within ten (10) calendar days of receipt of the grievance.
 3. Step 3: Should the parties fail to agree, the chairman of the Association Grievance Committee or the Police Chief may refer the matter in writing to the Town Manager within five (5) calendar days of the Step 2 decision, and the Town Manager shall arrange a meeting of the parties concerned and render a decision within ten (10) calendar days of said meeting.
 4. Step 4: Should the aggrieved still be unsatisfied, he/she has the right to file a request for Town Council review of the aggrieved matter to the Clerk of the Council. The Town Council's answer must be given within ten (10) calendar days after hearing the matter and reviewing the case, should the Council choose to do so.
 5. Step 5: Should the grievance not be settled at this stage, the matter shall be referred to the Civil Service Commission or Public Employees Relations Commission (PERC), or other appropriate judicial review agency according to applicable Statute.

ARTICLE 6
DUTIES OF OFFICERS

- A. Sergeants, and senior Patrolmen in the absence of Sergeants, will have patrol shift activities to include assignment of patrol responsibilities and areas of coverage, proper dress, roll call at the beginning of each shift, and proper relief of shift to the next shift supervisor.

- B. Patrol Officers are required to be in uniform and ready to assume patrol at the beginning of the duty shifts.

- C. Patrol Officers are required to remove the keys from the ignition of patrol vehicles when the vehicles are unattended, except in emergency situations.

ARTICLE 7
EMPLOYEE RIGHTS

- A. The Town will encourage the full security of all individual rights and privileges of its employees as citizens in a democratic society consistent with their duties and responsibilities as employees of the Town.

- B. When the Executive Delegate of the Association is a Town employee, he/she shall be granted leave from duty with pay one (1) day per month to attend to Association business, provided he/she notifies the scheduling officer at least seven (7) days in advance of any said absence from duty; and further provided that he submits, in a timely manner, a written report each month to the Police Chief detailing activities of the Association which affect or might be of interest to the Police Chief, the Town Manager or the Town Council including, but not limited to, briefs of proposed legislation affecting Police and Police Departments.

- C. This Agreement shall not exclude any benefits to which Association members, by reason of their employment by the Town, are presently entitled.

ARTICLE 8
WORK WEEK

- A. The standard work week for all employees covered by this Agreement shall be an average forty (40) hours per week in a fourteen (14) day work cycle, having tours of duty consisting of eight (8) ten (10) hour shifts, or as otherwise established by the Police Chief and approved by the Town Manager.

ARTICLE 9
SCHEDULING

The Town agrees to use its best efforts to ensure that two (2) regular Officers are on patrol at all times.

ARTICLE 10
OVER-TIME

- A. Over-time shall consist of all hours worked in excess of the regularly scheduled shift or work performed on a scheduled day off.
- B. For the purposes of this Agreement, a scheduled work day which is taken as a sick or vacation day shall be construed as a normal day worked, except that any employee covered by this Agreement who takes a sick or vacation day and subsequently is called back to work as a shift replacement on the same calendar date shall be credited with a normal day worked and shall not receive over-time for such work.
- C. Employees, except those working in the capacity of Detective, shall receive time and one-half for all hours worked in excess of eighty (80) hours in a fourteen (14) day cycle, excepting those over-time hours worked in an administrative capacity such as, but not limited to, preparing special reports for the Chief, or attending special functions as a representative of the Department for which no extra payment will be made. Compensatory time at the rate of time and one-half will be earned for attendance at staff meetings. All hours worked fewer than eighty (80) hours in a fourteen (14) day cycle shall be paid on a straight time basis.
- D. All employees will be fully compensated for valid over-time not later than the paycheck covering the final days of the fourteen (14) day work cycle. However, the Officer may opt to receive compensatory time, rather than over-time pay, but may not carry over more than fifteen (15) hours of compensatory time from one calendar year to the next. The rate will be time and one-half.
- E. A Detective shall not receive over-time pay, but shall receive compensatory time off at the rate of one and one-half (1 ½) hours for all hours worked over the normal forty (40) hour workweek. Additionally, a Detective shall receive proficiency pay in the amount of \$2,000.00 per year in the employee's bi-weekly check.
- F. If more than fifty (50) hours of compensatory time are accrued by December 1st of each year, the Town shall have the option of buying back those compensatory hours up to a maximum of \$2,500.00, if the Detective agrees to the buy back.
- G. It is an acknowledged objective of the Newton Police Department to have a Sergeant on duty for each shift whenever feasible. Accordingly, Sergeants shall be given preference for over-time shift replacement in those instances when a Sergeant or higher level Police Officer is not on duty. In those instances where one or more Sergeants are on duty, it is understood that preference shall be given to Patrolmen for over-time shift replacement.

ARTICLE 11
CALLBACK

In the event of a callback to duty for emergency, school crossing, Breathalyzer operation, court appearance, or any other similar duty, such employee shall be credited with a minimum of two (2) hours over-time.

ARTICLE 12
WAGES

A. The Salary Guide shall reflect the following increases, as reflected in the Wage Guide listed on page 33 of this Agreement.

1. **2002 Wage**

<u>Classification</u>	<u>Wage Increase</u>	<u>Effective Date</u>
Sergeant 2 and 1	2.25%	January 1, 2002
Lieutenant	\$1,000 Adjustment	January 1, 2002
Lieutenant	2.25%	After Adjustment
Captain	\$1,000 Adjustment	January 1, 2002
Captain	2.25%	After Adjustment
Sergeant 2 and 1	2.25%	July 1, 2002
Lieutenant	2.25%	July 1, 2002
Captain	2.25%	July 1, 2002

2. **2003 Wage**

<u>Classification</u>	<u>Wage Increase</u>	<u>Effective Date</u>
Sergeant 2 and 1	2.25%	January 1, 2003
Lieutenant	2.25%	January 1, 2003
Captain	2.25%	January 1, 2003
Sergeant 2 and 1	2.25%	July 1, 2003
Lieutenant	2.25%	July 1, 2003
Captain	2.25%	July 1, 2003

3. **2004 Wage**

<u>Classification</u>	<u>Wage Increase</u>	<u>Effective Date</u>
Sergeant 2 and 1	2.25%	January 1, 2004
Lieutenant	2.25%	January 1, 2004
Captain	2.25%	January 1, 2004
Sergeant 2 and 1	2.25%	July 1, 2004
Lieutenant	2.25%	July 1, 2004
Captain	2.25%	July 1, 2004

4. **2005 Wage**

<u>Classification</u>	<u>Wage Increase</u>	<u>Effective Date</u>
Sergeant 2 and 1	2.25%	January 1, 2005
Lieutenant	2.25%	January 1, 2005
Captain	2.25%	January 1, 2005

Sergeant 2 and 1	2.25%	July 1, 2005
Lieutenant	2.25%	July 1, 2005
Captain	2.25%	July 1, 2005

- B. Step increases are to be given at anniversary dates of first full day in position upon certification of satisfactory performance by the Chief of Police.

ARTICLE 13
LONGEVITY

- A. There shall be added to and made a part of the remuneration of each employee covered by this Agreement, an amount equal to a certain percent of the salaries and wages fixed for each said person based on the completion of a certain number of years of cumulative service in and for the Town as follows:

Amount Equal To	Years of Cumulative Service
2%	5
4%	10
6%	15
8%	20
10%	24

- B. Such additional compensation shall be paid notwithstanding the maximum salaries or wages, and shall be paid at the same time and in the same manner as regular salaries and wages.
- C. Such longevity pay shall be based on the earnings of the normal workweek and longevity shall not be added to over-time remuneration.
- D. For any employee whose anniversary date of cumulative period of five (5) years service falls between July 1 and December 31, his/her longevity payment will take effect on the next January 1. For any employee whose anniversary date of cumulative period of five (5) years service falls between January 1 and June 30, his/her longevity payment will take effect on the next July 1.

ARTICLE 14
HOLIDAYS

A. The employees covered by this Agreement shall receive credit for a day off for the following thirteen (13) holidays or 130 hours, although they may be required to actually work on the holiday itself because of shift duties:

New Year's Day	Martin L. King's Birthday
Washington's Birthday	Good Friday Afternoon (1/2)
Memorial Day	Independence Day
Labor Day	Columbus Day
Election Day	Veterans' Day
Thanksgiving Day	Day After Thanksgiving
December 24th pm (1/2)	Christmas Day
(provided such day does not fall on a Saturday or Sunday)	

B. All tours of duty taken as a holiday shall be calculated day for day.

ARTICLE 15
VACATION

A. Annual vacation leave with pay is earned as follows:

Years of Service	Amount of Vacation Leave
One month through Fifth Year	Twelve 10-hour days or 120 hours
Sixth Year through Tenth Year	Fourteen 10-hour days or 140 hours
Eleventh Year through Fifteenth Year	Sixteen 10-hour days or 160 hours
Sixteenth through Twentieth Year	Nineteen 10-hour days or 190 hours
Over Twentieth Year	Twenty-One 10-hour days or 210 hours

B. All vacations shall be taken during the current year, where possible, and vacation time shall not be accumulated beyond the current and the immediately preceding calendar years.

ARTICLE 16
SICK LEAVE AND PERSONAL LEAVE

- A. Superior Officers shall earn sick leave at the rate of fifteen (15) days per year, on a day-for-day basis. Three (3) of those days may be utilized as personal days each year. Sick leave may be accumulated from year to year, but personal days are to be non-cumulative and, if unused at the end of the calendar year, the remaining days shall revert to sick leave and be placed in the employee's accumulated sick leave bank. Superior Officers will be required to provide reasonable notice of their requests to utilize personal days. At the end of the calendar year, if no more than three (3) personal days have been used and no sick days were taken, those personal days used will automatically be reinstated as accumulated sick leave.
- B. Sick leave may be used for approved purposes only, and only when notification is made to the proper supervisor in sufficient time to secure a replacement for duty. A certificate from the employee's doctor may be required as sufficient proof of the need for sick leave.

1. DONATED LEAVE PROGRAM

Effective January 1, 2005, all eligible employees shall be entitled to the benefits of a Donated Leave Program as set forth in N.J.A.C. 4A: 6-1.22 and as set down below:

- a. An employee shall be eligible to receive donated sick or vacation leave if the employee:
1. Has completed at least one year of continuous service with the Town of Newton;
 2. Has exhausted all accrued sick, vacation and administrative leave, all sick leave injury benefits, if any, and all compensatory time off;
 3. Has not, in the two-year period immediately preceding the employee's need for donated leave, been disciplined for chronic or excessive absenteeism, chronic or excessive lateness or abuse of leave; and
 4. Either:
 - I. Suffers from a catastrophic health condition or injury;
 - ii. Is needed to provide care to a member of the employee's immediate family who is suffering from a catastrophic health condition or injury; or
 - iii. Requires absence from work due to the donation of an organ (which shall include, for example, the donation of bone marrow).

- b. For purposes of this section, a "catastrophic health condition or injury" shall be defined as follows:
1. With respect to an employee, a "catastrophic health condition or injury" is a life-threatening condition or combination of conditions or a period of disability required by his/her mental or physical health or the health of the employee's fetus and requiring the care of a physician who provides a medical verification of the need for the employee's absence from work for 60 or more work days.
 2. With respect to an employee's immediate family member, a "catastrophic health condition or injury" is a life-threatening condition or combination of conditions or a period of disability required by his/her mental or physical health and requiring the care of a physician who provides a medical verification of the need for the family member's care by the employee for 60 or more work days.
- c. An employee may request that the appointing authority approve his/her participation in the program, as a leave recipient or leave donor. The employee's supervisor may make such a request on behalf of the employee for his/her participation in the program as a leave recipient. Any such requests shall not be unreasonably denied.
1. The employee or supervisor requesting the employee's acceptance as a leave recipient shall submit to the Town, medical verification from a physician or other licensed health care provider concerning the nature and anticipated duration of the disability resulting from either the catastrophic health condition or injury, or the donation of an organ, as the case may be.
 2. When the Town has approved an employee as a leave recipient, the Town shall, with the employee's consent, post or circulate the employee's name along with those of other eligible employees in a conspicuous manner to encourage the donation of leave time, and shall provide notice to all negotiations representatives in the Town of Newton.
 - I. If the employee is unable to consent to this posting or circulation, the employee's family may consent on his/her behalf.

d. A leave recipient must receive at least five sick days or vacation days or a combination thereof from one or more leave donors to participate in the donated leave program. A leave donor shall donate only whole sick days or whole vacation days and may not donate more than 10 such days to any one recipient.

1. A leave recipient shall receive no more than 180 sick days or vacation days, and shall not receive any such days on a retroactive basis.

C. Upon eligibility for full retirement or disability retirement, pursuant to the Police and Fire Retirement System, individuals covered by this Agreement will be reimbursed for sick time as follows:

Years of Service	Percentage of Sick Time
10 years	5% of accrued sick time
15 years	10% of accrued sick time
20 years	15% of accrued sick time
25 years	35% of accrued sick time

ARTICLE 17
TERMINAL LEAVE

Immediately preceding retirement under the provisions of the Police and Firemen's Retirement System, employees covered by this Agreement may use up to thirty-two (32) days of accumulated sick leave as "terminal leave" immediately prior to the employee's actual retirement date.

ARTICLE 18
CLOTHING ALLOWANCE

A. The Town shall pay each employee as soon as the Town of Newton adopts its annual budget, however in no event later than July 1st, according to the following schedule:

2002:	\$ 800.00
2003:	\$ 900.00
2004:	\$1,000.00
2005:	\$1,100.00

B. Employees will be reimbursed for uniforms and/or equipment that become damaged or unserviceable while in the line of duty. Requests for reimbursements must be submitted with adequate proof and approved by the Chief of Police.

C. Superior Officers covered by this Agreement shall be required to maintain sufficient numbers of all authorized uniform items and equipment in acceptable condition, consistent with an established inventory policy, and be ready to stand inspection at the discretion of the Police Chief or on notice of the Town Manager.

ARTICLE 19
UNIFORM CLEANING

The Town feels that furnishing a uniform and maintenance expense allowance does not include responsibility for cleaning, as personal cleanliness is an individual responsibility. However, the Town does agree to use its best efforts to deduct an agreed upon amount from employees' paychecks to enable the Association to contract with a cleaning establishment.

ARTICLE 20
COLLEGE CREDITS, TEXTBOOK REIMBURSEMENT,
TUITION REIMBURSEMENT AND IN-SERVICE TRAINING

- A. The Town agrees to recognize those employees who can show to the satisfaction of the Town, satisfactory evidence of completion of police-related credits toward a college degree by paying an annual sum of money according to the following scale:

Credits Toward College Degree	Dollars
15 credits	\$200.00
30 credits	\$300.00
Associates Degree	\$500.00
90 credits	\$700.00
Bachelors Degree	\$900.00

- B. An employee reaching a new position on the scale as certified by the Chief of Police to the Treasurer will be compensated proportionately effective on the next July 1 or January 1, whichever date most closely follows the date of certification.
- C. The Town agrees to reimburse any Officer for costs incurred to purchase accredited police training course textbooks or required textbooks for college courses in the pursuit of an accredited degree in criminology, sociology, criminal psychology, or other program related specifically to police work; provided that the following conditions are met:
1. The Chief is satisfied with the condition of the textbook;
 2. The course was satisfactorily completed with a "C" or better grade;
 3. The textbook becomes a permanent part of the Newton Police library;
 4. There are no other books of the same title or content in the library.
- D. The Town agrees to reimburse employees covered by this Agreement one hundred percent (100%) of the tuition costs for four (4) college courses per man per year. Such college courses must meet the following criteria:
1. Prior approval for the course must be granted by the Police Chief;
 2. The course must be satisfactorily completed with a "C" or better grade;
 3. The course must be related to a degree in a police-related program.

ARTICLE 21
GROUP INSURANCE AND DENTAL PLAN

A. After two (2) months of full-time employment, a new employee becomes eligible for the following coverage through the State Health Benefits plan of New Jersey:

1. Hospitalization
2. Medical-Surgical
3. Major Medical

The Town shall continue to maintain and provide all insurance benefits, coverage and administration as provided and set forth under the New Jersey State Health Benefits Plan, N.J.S.A. 52:14-17.25 et seq. Notwithstanding other provisions of this Article, the Town shall continue its health benefits program, including all benefit and coverage levels, usual and customary rates and deductible charges for its employees, their spouses and dependents. However, should an employee choose to enroll with another health benefits carrier, the Town will pay no more than the amount it currently pays with its own carrier.

B. The Town reserves the right to change insurance carriers and/or benefit administrator, or to self insure any or all portions of the insurance benefits, as long as no less benefit, coverage and administrative level is provided and that the Town agrees to notify the Association of its intent to change carriers or self insure at least sixty (60) days prior to the anticipated date of implementation, along with the Master Plan documents for both the current and proposed plans, for the purpose of review and comparison of all benefits, coverage and administrative levels, usual and customary rates and deductible charges.

C. The Town and the Association recognize the need for dental health and the desirability of a dental plan for members of the bargaining unit. Accordingly, the Town agrees to pay the premium for each employee with five (5) years of continuous sworn service with the Newton Police Department, who shall receive a fully paid dental program covering themselves, their spouses and their dependents; which plan cannot set forth less benefit, coverage and administrative levels than those enjoyed by the covered employees in 2001.

ARTICLE 22
HEALTH EXAMINATION AND FLU SHOT

- A. Each employee who is subject to this Agreement shall have a health check up conducted once every two (2) years at the Town's expense. Arrangements for this examination will be made through the Town Manager's office and employees will be required to be examined by the doctor designated.

- B. In the event the results of a physical examination indicate a health problem, the employee will be required at his/her expense to be treated by a doctor of his/her choice to correct the health problem within ninety (90) days of notification.

- C. The Town will make arrangements for a flu shot to be administered to all employees, provided that all employees agree to receive the shot, unless advised by their personal physicians in writing not to receive the shot.

- D. The only intent of this Article is to ensure the good health and well being of the employees.

ARTICLE 23
MEDICAL BENEFITS UPON RETIREMENT

The Town has adopted the provisions of Chapter 88, Public Laws of 1974 and the Town agrees to continue to provide health insurance for all covered employees retiring on a disability pension or regular pension, in accordance with applicable State Statutes.

ARTICLE 24
WEAPONS QUALIFICATION

- A. The Town agrees to supply one (1) box of ammunition per employee per year. Additionally, the Town shall replace rounds of ammunition that have become unserviceable at least once a year, and rounds that have been expended in the line of police duty.
- B. All employees shall qualify with their on-duty weapons at least twice a year, but each employee, if he/she chooses, may be allowed to qualify as often as four (4) times per year.
- C. All employees shall qualify with their on-duty weapons at least twice a year at a time and on a date set by the Firearms Instructor, and all ammunition used for qualifications will be supplied by the Town without expense to the employees.
- D. The Town agrees to allow two (2) hours of over-time per quarter year for each employee for the purpose of qualifying with his/her weapon.
- E. The Town further agrees to allow the Range Officer sufficient over-time to qualify the entire Department in excess of that over-time granted to said Range Officer to qualify himself.

ARTICLE 25
POLICE VEHICLES

The parties agree that all police patrol vehicles owned or leased by the Town shall be equipped with air conditioning, and the Town agrees to maintain all police patrol vehicles in a safe and suitable manner.

ARTICLE 26
MEAL and MILEAGE ALLOWANCE

- A. Effective January 1, 2005, reasonable meal expenses for other than normal duty-related requirements shall be reimbursed upon presentation of proper receipts. Reimbursement shall be required when an employee is required by the Town to attend a law enforcement school.

- B. Effective January 1, 2005, when an employee covered by this Agreement is required to leave the Town on official business, the Town shall attempt to provide a Town vehicle. If such vehicle cannot be provided, and if the employee shall be required to use his personal vehicle in any job-connected capacity, he shall be entitled to an allowance of twenty-two and one-half (\$.22) cents per mile.

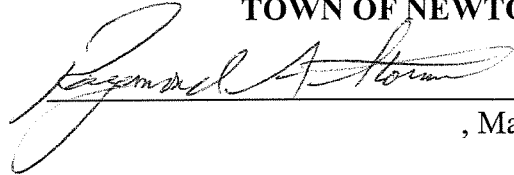
ARTICLE 27
SAVINGS CLAUSE

In the event that any provisions of this Agreement shall be determined by a court of proper jurisdiction to be invalid, such determinations shall not impair the validity and enforceability of the remaining other provisions of this Agreement.

ARTICLE 28
FULLY BARGAINED PROVISION

This Agreement represents and incorporates the complete and final understanding of the negotiable issues that were or could have been subject to negotiations. This Agreement can only be modified by a written agreement agreed to and executed by both parties, and remains in full force and effect from January 1, 2002 until midnight, December 31, 2005, or until such time as a new Agreement is executed, provided such extension does not exceed one hundred eighty (180) days.

TOWN OF NEWTON



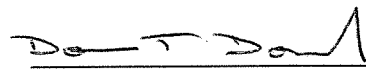
, Mayor

ATTEST:

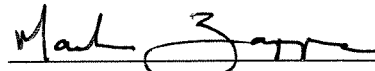


Deputy, Clerk

PBA LOCAL NO. 138



DONALD T. DONOFRIO, Representative



MARK Zappa, Representative

ATTEST:

WAGE GUIDE

	<u>1/1/2002</u>	<u>7/1/2002</u>	<u>1/1/2003</u>	<u>7/1/2003</u>	<u>1/1/2004</u>	<u>7/1/2004</u>	<u>1/1/2005</u>	<u>7/1/2005</u>
Captain	\$76,348	\$78,065	\$79,822	\$81,618	\$83,454	\$85,332	\$87,252	\$89,215
Lieutenant	\$72,258	\$73,883	\$75,546	\$77,246	\$78,984	\$80,761	\$82,578	\$84,436
Sergeant 2	\$67,656	\$69,179	\$70,735	\$72,327	\$73,954	\$75,618	\$77,319	\$79,059
Sergeant 1	\$61,480	\$62,863	\$64,277	\$65,723	\$67,202	\$68,714	\$70,260	\$71,841

