

AGREEMENT

Between:

**Township of Randolph
MORRIS COUNTY, NEW JERSEY**

AND

LODGE #25

**THE FRATERNAL ORDER OF POLICE
SUPERVISORY OFFICERS INCLUDING, LIEUTENANTS AND SERGEANTS**

JANUARY 1, 2004 THROUGH DECEMBER 31, 2007

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PREAMBLE

This AGREEMENT entered into this 1st day of May 2005 by and between the TOWNSHIP OF RANDOLPH, in the County of Morris, New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter called the "Township", and LODGE #25, THE FRATERNAL ORDER OF POLICE, hereinafter called the "Lodge".

ARTICLE I
RECOGNITION

The Township hereby recognizes the Lodge as the exclusive collective negotiations agent for Supervisory Officers employed in the Police Department of the Township.

ARTICLE II

MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself, without limitations, 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 Township Government and its properties and facilities and the activities of its employees;

2. To hire all employees subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;

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 Township of its powers, rights, authority, duties and responsibilities under R.S. 40 and R.S. 11 or any other National, State, County or Local laws or ordinances.

ARTICLE III

LODGE RIGHTS

A. The Township agrees to grant time off, as provided by State Statute, to any employee designated by the Lodge to attend State and international meetings or conventions, provided seventy-two (72) hours written notice is given to the Chief of the Department by the Lodge. No more than two (2) employees from both units, that is, a total of two (2), shall be granted time off at any one time, unless an employee of the Township of Randolph is elected as an officer in the State and/or National organization. In such cases, one such elected State-wide officer may be granted time off in addition to the two (2) representatives stated above. In addition, one other member from both units, that is, a total of one, shall be granted time off under the provisions of this paragraph to attend the annual meeting of the National

Lodge of the Fraternal Order of Police.

B. During Collective Negotiations, authorized Lodge Representatives, not to exceed three (3), including the President of the Lodge, shall be excused from their work duties to participate in collective negotiations sessions which may be mutually scheduled to take place during their regularly scheduled work time, and shall suffer no loss of regular pay thereby, however, other off-duty officers may participate in such negotiations.

C. The Township agrees that the F.O.P. shall have the right through a three (3) officer committee including the President of the Lodge, to make recommendations and suggestions in connection with the revision of the present Police Department Rules and Regulations. The impact of such revision of rules on working conditions, if any, shall be negotiated with the F.O.P.

D. The Township agrees that in the event that disciplinary action is taken in the form of formal, filed charges against any officer, said officer shall be permitted to have his personal attorney, the Lodge Attorney and/or the Lodge President present at such formal proceedings, provided that all costs for such persons shall be borne solely by the Officer and/or the Lodge.

ARTICLE IV
EQUAL EMPLOYMENT OPPORTUNITY POLICY

A. It is mutually agreed that there shall be no discrimination because of race, color, religion, sex, age, marital status, national origin, or physical disability unless based upon a bona fide job requirement. Lodge and Township representatives shall work cooperatively to assure the achievement of equal employment opportunities. Any employee who fails to cooperate to this end shall be subject to disciplinary action. Furthermore, employees who feel they have been discriminated against shall be encouraged to use the grievance provisions of this contract prior to seeking relief through other channels. It is understood that the Lodge does not have any role in the hiring, discipline or dismissal of any employee.

ARTICLE V

WORK WEEK AND OVERTIME

A. The normal work week for Supervisory Officers shall begin on Monday Morning at 12:01 a.m. and end on the following Sunday at 12:00 midnight. The regular hours of work shall be eight (8) hours per day, forty (40) hours per week.

B. B. It is understood by the parties hereto that Superior Officers covered by this Agreement are managerial positions to which men are appointed through promotion and are compensated as such. Therefore, although the hours set forth above are those which should be maintained, if the managerial or supervisory responsibilities of these positions require additional effort to be met, such additional effort will be put forth in order to meet those requirements with the exceptions as stated in Paragraphs C and E.

C. Sergeants shall receive overtime compensation when required to remain on duty in order to assume the duties of a shift leader who is absent without prior notification due to their exercise of command functions which may not be efficiently transferred to another command officer.

D. Should it become necessary for an employee to appear to testify in superior, county, municipal or other court on official business during other than his regularly scheduled duty time, such employee shall receive compensation for such appearance at time-and-one-half. Employees will be paid for a minimum of two hours for all call-ins. In lieu of cash payment, an employee may opt for compensatory time off at the rate of time-and-one-half the hours worked. Such time may be taken only when scheduled by the Chief so as not to interfere with departmental

operations.

E. All personnel shall have the option of receiving compensatory time at their time and one half rate when they are required to work other than their normally scheduled shift assignment. All compensatory time shall continue to be taken subject to the approval of the Chief of Police or his designee.

F. For the purpose of this article, the hourly pay rate shall be calculated by combining standard base pay rates with longevity increments, where applicable. The time and one half rate shall be calculated by multiplying the hourly rate by 1.5.

ARTICLE VI

HOLIDAYS

A. The Township agrees to provide thirteen (13) paid holidays to each employee.

B. Compensation for these thirteen (13) days shall be incorporated into the employee's base rate of pay, but shall not be used in the computation of overtime compensation. An employee must have been on the payroll during the holiday to receive compensation therefore.

C. The designated holidays are:

New Year's Day	Labor Day
Martin Luther King's Birthday	General Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving
Easter	Day after Thanksgiving
Memorial Day	Christmas
Fourth of July	

ARTICLE VII

VACATIONS

A. All employees shall receive vacations as follows:

After 1st year	- 2 weeks
January 1st following the sixth	

year of service	- 3 weeks
January 1st following the thirteenth year of service	- 4 weeks
January 1st following the eighteenth year of service	- 4 weeks plus one (1) additional day for each year served over 18

B. Vacations are to be effective from January 1 to December 31, and are granted on a calendar year basis for employees who remain on the payroll continuously and without interruption for the requisite number of years. Leaves of absence shall neither break continuity of service, nor be counted for purposes of accruing additional vacation under this section. Issues which may arise as to creditable service shall be controlled by applicable law.

C. Vacations must be taken during the current calendar year at such time as permitted or directed by the Chief of Police, unless the Chief determines it may not be taken due to pressure of work. In case of the latter, unused vacation shall be carried forward into the next succeeding year, in which it must be granted.

ARTICLE VIII

SICK AND BEREAVEMENT LEAVE

I. SICK LEAVE

A. Service Credit for Sick Leave

1. All employees shall be entitled to sick leave with pay based on the current rate of compensation for their rank.

2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease, which is not related to their status as police

officer.

B. Amount of Sick Leave

1. Sick leave with pay shall accrue to any full time employee on the basis of twelve (12) days per year.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purposes.

C. Reporting of Absence of Sick Leave

1. If any employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified prior to the employee's starting time, except in emergencies.

(a) Failure to notify his superior, or desk officer, may be cause for denial of the use of sick leave for that absence.

(b) Absence without notice for five (5) consecutive days may result in disciplinary action which may include dismissal in accordance with law.

D. Verification of Sick Leave

1. An employee who shall be absent on sick leave for four (4) or more consecutive working days may be required to submit acceptable medical evidence substantiating the illness. The Township may require proof of illness of an employee on sick leave, however, whenever such requirement appears reasonable. Abuse of sick leave may be cause for disciplinary action.

2. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined at the expense of the Township by a physician of the Township's choice. Such examination, together with other relevant medical evidence, shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other

employees.

3. Employees absent on sick leave shall be required to be either at home, obtaining medical treatment or medication or in transit to a medical care facility or pharmacy.

D. Payment for Accumulated Sick Leave at Retirement

1. Patrol Officers shall be eligible to receive 50% of accumulated sick leave at retirement based on the following schedule:

<u>Years of Service</u>	<u>Maximum Number of Days to be Paid (50% of Accumulated Days up to the Maximum Shown)</u>
25	70
26	72
27	74
28	76
29	78
30	80

2. The benefit shall be calculated at the employee's current salary at the time of retirement and shall be paid within 30 days from the effective date of retirement.

3. It is strongly recommended that employees who expect to retire formally advise the Chief of Police of their retirement date no later than January 15 of the year of retirement to assure availability of funds for this benefit.

II. BEREAVEMENT LEAVE

A. In case of death in the immediate family, an employee shall be granted up to three (3) days leave.

B. Immediate family shall be defined as the employee's husband, wife, child, stepchild, mother, father, brother, sister, grandparents, father-in-law, mother-in-law, brother-in-law or sister-in-law.

C. Reasonable verification of the event may be required by the Township.

D. In the event of a death in the immediate family which would cause the employee to travel considerable distance or would otherwise entail additional time off, a maximum of five (5) days may be granted by the Chief of Police at his discretion in unusual or extraordinary circumstances.

ARTICLE IX

WORK INCURRED INJURY

A. 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.

B. Where an employee covered under this Agreement suffers a work connected injury or disability, the employer shall continue such employee at full pay for a period not to exceed one (1) year, during the continuance of such employee's inability to work. During this period of time, all temporary disability benefits accruing under the provisions of the Workmen's Compensation Act or any other insurance paid for by the employer, shall be paid over to the employer. The employee may be required to present evidence by a certificate from a responsible physician that he is unable to work. The employer may require the said employee to present an additional certificate from the Police Surgeon or other designated Township physician; however, if such certificate is required, then the employee shall not be caused to pay for same.

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 Workmen's Compensation or by the final decision of the last reviewing court, which shall be binding upon the parties.

D. In the event a dispute arises as to whether an absence shall be computed or designated as a sick leave or as an injury on duty, the parties agreed to be bound by the decision of the last reviewing court.

E. An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

ARTICLE X

SALARIES

- A. The salary rates for Supervisory Officers for 2004, 2005, 2006 and 2007 shall be as listed on the schedule attached hereto as Schedule A.
- B. Detective pay in the amount of \$1,375 per year shall be included in the employee's base pay but shall not be used in the computation of overtime. Detective pay is conditioned upon assignment to detective work, which includes on-call responsibilities/scheduling and the wearing of a pager while off duty.
- C. All personnel will receive their increments as of January 1st annually.

ARTICLE XI

POLICE SCHOOL

A. Supervisory Officers may be required to attend police training schools.

B. Any Supervisory Officer required to attend training schools or meetings beyond his regular tour of duty may receive compensatory time off where the granting of such time would not interfere with departmental operations, in the opinion of the Chief of Police. Where granted, such time shall be at the rate of one-and-one-half hours for the time while actually attending school.

ARTICLE XII

CLOTHING ALLOWANCE

A. The Township will supply uniforms to all members of the

Uniformed Force. The issue of various items of uniform and equipment will be on an as needed basis, with ultimate responsibility for determination as to need, with the Chief of Police.

B. Effective January 1, 2005, the clothing maintenance and cleaning allowance is rolled into all steps of the salary guide. All Supervisory Officers are expected to maintain their uniforms in accordance with departmental policies.

C. Funds shall be made available to Supervisory Officers assigned to plain clothes to reimburse for repair and replacement of clothing damaged while on duty. Reimbursements will be made available on a receipt turn-in basis through the Chief of Police.

The plain clothes clothing reimbursement/repair allotment shall not exceed an annual maximum of \$575.

ARTICLE XIII

INSURANCE

A. The employer shall provide for each full-time employee and his or her dependants the following health insurance:

1. Health care insurance as currently provided through the North Jersey Municipal Employee Benefits Fund.

2. Long Term Disability Insurance as currently provided.

3. Group Life Insurance (\$10,000 Municipal Policy)

B. The employer reserves the right to change network provider and/or insurance carriers, so long as substantially similar benefits are provided.

C. The Choice 10 Plan shall be the base plan for coverage;

Employees opting for coverage with premiums exceeding the Choice 10 option shall contribute all costs in excess of the Township contributions for the base policy plan.

D. For employees appointed after January 1, 2005;

The employee shall be responsible for 20% of the premium for dependent coverage under the Choice 10 plan.

E. Employees who receive hospital and medical coverage through their spouse's employer may surrender their benefits for cash. The Township will distribute a questionnaire in November and the coverage period will begin the following January 1st. Employees must be able to document their alternate coverage and will not be able to re-enter the Health Insurance Program until the next open enrollment period. The Township will provide one-half of the insurance premium savings that it realizes as a result of the employee's action. (Note that the cash payment is taxable) Payment will be made in two installments, April and October.

F. All current employees shall receive a "one-time-only" cash incentive payment to switch from one of the three (3) Choice Plus Plans to the "Aetna Patriot V" plan. The cash incentive payment shall be equal to 50% of the difference between the cost of the "Choice Plus 10" plan and the cost of the "Aetna Patriot V" plan.

G. In accordance with C and D above, the employer agrees to pay the premium or periodic charges for the benefits provided to all eligible retired employees and their dependents covered under the program. If such employees retired from a State retirement system on a benefit based on 25 years or more of service credited in such retirement system, but including the employees who

retired on a disability pension based on fewer years of service credited in such retirement system, the Township will also reimburse such retired employees for their premium charges under Part B of the Federal Medicare Program covering the retired employee and their spouses.

H. The Township will provide payment toward the cost of a dental plan for Township employees up to a maximum of \$600. per year.

If the dental plan is discontinued in the future, the annual sick leave allowance for employees shall revert to fifteen (15) days.

ARTICLE XIV

HOSPITALIZATION AFTER DISABILITY

A. Any Supervisory Officer who retires due to a disability incurred in the line of duty, shall be entitled to hospitalization benefits to the same extent that benefits are provided in the standard policy of the Township for active employees.

B. This coverage shall continue during the lifetime of the disabled Officer and their spouse under the family plan, but shall terminate as to the spouse upon his/her remarriage after the officer's death or divorce.

ARTICLE XV
NO-STRIKE PLEDGE

A. The Lodge covenants and agrees that during the term of this Agreement neither the Lodge 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 any 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, walkout or other job action against the Township. The Lodge agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walkout, or other deliberate interference with normal work procedures, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for disciplinary action in accordance with applicable law.

C. The Lodge will actively encourage the prevention or termination of any strike, work stoppage, slowdown, or walkout or other job action against the Township.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Township 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 Lodge or its members in accordance with applicable law.

ARTICLE XVI

LONGEVITY

A. In addition to base salary, Supervisory Officers initially appointed prior to January 1, 2001 shall be entitled to compensation as a reward for long-term service to the Township.

B. Longevity increments shall be computed annually as of January 1st based upon the completion of service anniversaries according to the following schedule:

	<u>Rate</u>
1. January 1st after fifth year of service	2% of base pay
2. January 1st after tenth year of service	4% of base pay
3. January 1st after fifteenth year of service	6% of base pay
4. January 1st after twentieth year of service	8% of base pay
5. January 1st after twenty-fifth year of service	10% of base pay

C. No longevity compensation shall exist for Supervisory Officers who were hired by the Township after January 1, 2001.

ARTICLE XVII

TRAVEL ALLOWANCE

A. Supervisory Officers shall be compensated for using their personal vehicles for attendance at required police schools, or in other approved official police business at the rate of \$.20 per mile.

B. Supervisory Officers may receive up to \$8.00 per meal when travelling on official business. Compensation shall be made upon the officers return and presentation of receipts.

ARTICLE XVIII

COLLEGE CREDITS AND COLLEGE DEGREE PAY

A. Supervisory Officers shall receive additional annual compensation at the rate of \$15.00 per credit for a maximum of 67 credits upon the completion of college credit courses resulting from enrollment in a specific police science or law enforcement curriculum; and provided that a grade average of "C" has been maintained.

B. Compensation for college credits shall be incorporated into the employee's base rate of pay, but shall not be used in the computation of overtime compensation.

C. The foregoing compensation schedule shall not apply to any courses taken in the basic police program at Sea Girt Police Academy.

In the event an employee has completed college courses in a curriculum other than police science or law enforcement, compensation for such credits can be provided for accepted transfer courses on a one-for-one basis after enrollment and completion of credits in the major field of police science. That is, when an employee enrolls and completes three (3) credits in a police science course, he or she shall also be entitled to compensation for (3) credits in English or another course which is accepted as a transfer course toward a degree; when six (6) credits in police science courses are completed, compensation for (6) transfer courses can be provided and this procedure continued until a maximum of 67 credits is earned.

D. Supervisory Officers who hold an Associate's Degree from an accredited community college shall receive \$1005 annually in lieu of \$15 per credit as described in Section A.

E. Supervisory Officers who hold a Bachelor's Degree from an accredited

university or college shall receive \$1500 annually in lieu of \$15 per credit as described in Section A.

ARTICLE XIX

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problem which may arise

affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employees' morale. The parties agreed that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Head of the Department and having the grievance adjusted without the intervention of the F.O.P.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation, application or violations of any policy, agreement or administrative decision affecting the terms and conditions of this Agreement and may be raised by an individual or the F.O.P. on behalf of and at the request of an employee or group of employees.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent.

STEP ONE: The moving party shall present the grievance in writing signed by the aggrieved to the Department Head within five (5) calendar days of the occurrence giving rise to the grievance for the purpose of resolution. In the discussion of the grievance, the persons involved shall make an earnest effort to resolve the matter. The Department Head shall make whatever additional investigation is necessary and shall, within five (5) calendar days after presentation of the grievance, give his decision.

STEP TWO: If a grievance is not resolved at Step One, the

moving party may, within five (5) calendar days of receipt of the answer in Step One, submit the written grievance to the Township Manager, who shall give his answer within five (5) calendar days of the presentation of the grievance in Step Two.

STEP THREE: If the grievance is not resolved in Step Two, it may be appealed in writing within five (5) calendar days after receipt of the answer in Step Two to the Governing Body. Upon receipt of an appeal, a meeting may be scheduled to discuss the grievance within fifteen (15) calendar days of receipt of the appeal unless extended by mutual agreement. The decision of the Governing Body shall be made not later than ten (10) calendar days after the Step Three meeting, or if no meeting is held then the answer shall be given within fifteen (15) calendar days of receipt of the grievance.

STEP FOUR: Arbitration:

(a) In the event the grievance has not been resolved at Step Three, either party may within five (5) calendar days request arbitration. The arbitrator shall be chosen in accordance with the Rules of the Public Employment Relations Commission.

(b) The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

(c) The costs of the service of the arbitrator shall be borne equally between the Township and the F.O.P. Any other expense incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

(d) The decision of the arbitrator shall be final and binding.

D. A grievance will be considered settled upon its withdrawal in writing, or when the grievant ceases to be an employee by resignation or when any time limit set forth above has expired for its appeal to the next step. Failure to answer a grievance within the proper time shall be deemed a denial and move it to the next step.

ARTICLE XX

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement, or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be effected thereby and shall continue in full force and effect.

ARTICLE XXI
WORK IN HIGHER RANK

A. When an employee covered by this Agreement is formally assigned to or required to perform the duties of a higher ranking officer on a permanent basis or after four consecutive weeks, the employee shall receive the pay of that higher rank together with any benefits and privileges which may go with that higher rank.

B. Paragraph A above shall not apply to temporary assignments, wherein an officer is required to fill in for an absent superior, due to illness, vacation or similar reasons, in an "acting" capacity.

ARTICLE XXII
TERMS OF AGREEMENT

This Agreement shall take effect from January 1, 2004, and shall remain in full force and effect through December 31, 2007, and thereafter from year to year unless either party shall give notice in writing of a desire to amend or terminate the same in accordance with rules and regulations of the New Jersey Public Employment Relation Commission. All changes by the moving party must be submitted in writing at the time the initial aforesaid notice is given. Thereafter, the responding party shall have thirty (30) days to give notice of proposed changes and/or counter proposals in writing. No such changes by either party shall be considered which are not received in accordance with this section.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Randolph, New Jersey, on this 1st day of May 2005.

LODGE #25, THE FRATERNAL ORDER
OF POLICE (Superiors)

TOWNSHIP OF RANDOLPH
MORRIS COUNTY, NEW JERSEY

BY:

BY:

Keith Donovan, President

Allen Napoliello, Mayor

ATTEST:

ATTEST:

BY:

BY:

Frances S. Bertrand
Township Clerk

SCHEDULE A

SUPERVISORY OFFICER'S SALARIES

<u>POSITION</u>	<u>2003</u>	<u>2004</u>	<u>2005*</u>	<u>2006</u>	<u>2007</u>
Lieutenant	\$87,128	\$90,395	\$94,589	\$98,136	\$101,816
Sergeant	\$80,083	\$83,086	\$87,006	\$90,269	\$93,654

SCHEDULE B

SALARY SCHEDULE FORMULA

2004	3.75%
2005*	add \$775 for clothing, apply 3.75%
2006	3.75%
2007	3.75%

