

AGREEMENT  
BETWEEN  
PISCATAWAY PBA LOCAL NO. 93  
AND  
TOWNSHIP OF PISCATAWAY

FOR THE PERIOD  
**1 JULY 2002 THROUGH 31 DECEMBER 2006**

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2002 - 2006  
COLLECTIVE BARGAINING AGREEMENT  
PISCATAWAY PBA LOCAL NO. 93  
AND  
TOWNSHIP OF PISCATAWAY

This agreement, made this 19<sup>th</sup> day of December, 2002 by and between the Township of Piscataway (hereinafter referred to as the Employer) and the Piscataway PBA Local No. 93 (hereinafter referred to as the Employee) constitutes the full accord reached by the parties in negotiations; each party acknowledges that it had full opportunity to negotiate on all matters properly subject to collective bargaining. This Agreement shall remain in full force and effect, without reopening of any kind, from July 1, 2002 through December 31, 2006.

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**ARTICLE I: RECOGNITION**

Section 1. The employer hereby recognizes the Association as the exclusive representative for collective negotiations with respect to raises of pay wages, hours of work and certain other term and conditions of employment for an appropriate negotiation unit established in accordance with N.J.S.A. 34:13A-5.3. as supplemented and amended.

Section 2. Included in the negotiating unit shall be those uniformed and sworn Employees of the Township within the Department of Public Safety whose position classification is police officer below the rank of sergeant.

**ARTICLE II: EMPLOYER /MANAGEMENT RIGHTS AND PREROGATIVES**

Subject only to specific limitations imposed elsewhere in this Agreement, PBA Local No. 93 recognizes the unilateral rights and obligations of the Township to perform certain functions. Those functions include, but are not limited to the following and are grievable or negotiable only to the extent that the aforesaid specific limitations apply.

- A. Establishing rules, regulations, general orders and special orders governing the conduct of the Piscataway Police Department.
- B. Exercise its powers, authority, duties and responsibilities under its Administrative and Personnel Codes of any other federal, state, county or local laws or ordinances.
- C. Manage and control Township property, equipment, facilities, real estate and other holdings.
- D. Recruit, hire, assign, promote, demote, suspend, discharge, retire, control and direct the activities of all Employees and determine the standards and qualifications therefor.
- E. Take disciplinary action against Employees for good and just cause
- F. Increase and decrease the work force, determine work to be accomplished, schedule operations and determine the methods or processes therefor.
- G. Determine emergency circumstances and conditions and decide on management and equipment necessary to meet those emergency situations
- H. To issue policy statements and executive directives that are not inconsistent or in contradiction to law or this Agreement which explain, clarify or establish practices and procedures not addressed in law or this Agreement.

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**ARTICLE III : CONDUCTING ASSOCIATION BUSINESS**

Section 1. The Employer shall grant time off without loss of pay to the Legislative State Delegate of the New Jersey State PBA or his designee to conduct Association business on the State or local level and to attend monthly Conference meetings which require their attendance.

If regular schedule tours of duty are on a day of a meeting, then he shall be excused for that day's tour of duty, or if regular schedule tour of duty hours are between the hours of 11:00 p.m. to 8:00 a.m. the day after the meeting, then at his option be entitled to his choice of the day off.

Section 2. The President or his designee and Recording Secretary or his designee shall also be granted similar time off to conduct Association business as required by the Association and the Administrative Officials of the Township of Piscataway. The Director shall not deny a reasonable request for time off with pay.

Section 3. The Employer shall permit members of the Association Negotiating Committee to attend collective bargaining meetings during duty hours without loss of pay when such scheduling conflict exists.

Section 4. The Employer agrees to grant necessary time off without loss of pay, including reasonable travel time to the members of the Association selected as Delegates to attend any State or National Convention of the New Jersey State Policemen's Benevolent Association as provided under N.J.S.A. 11:36C-4, inclusive of State mini-conventions pursuant to past practice, but not more than three (3) including the delegate and two (2) alternatives.

Section 5. The Employer shall permit the PBA President and the appropriate Committee Chairmen or their designees time off without loss of pay to attend the PBA Christmas Party, Halloween Party, PBA Ball, Easter Egg Hunt, Golf Tournament and Picnic.

Section 6. Any time off without loss of pay provided for by this Article shall be subject to receipt, by the Employer, of not less than seven (7) days' notice.

**ARTICLE IV: GRIEVANCE PROCEDURES**

Section 1. Grievance Defined - A Grievance shall be any claim, dispute, disagreement or difference arising between the Employer, Employee, Group of Employees or the Association provided such claim, dispute, disagreement or difference involves or relates to a term or condition of employment.

Any grievance defined above which alleges a violation of any term or condition of the Agreement will terminate in Binding Arbitration. All other grievances will terminate in Advisory Arbitration if not otherwise settled.

Section 2. The following procedures shall be followed with reference to grievances:

A. All attempts shall be made to resolve any grievance on an informal basis by means of discussions and negotiations between the individuals involved, the Association and the Employer by and through the Director of Police or his designee. If informal attempts to resolve the dispute fail, then formal grievance procedures may be instituted in accordance with the Article.

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B. Complaints may be initiated by an individual Employee, group of Employees or by the Association, in writing stating the specific provisions of the Agreement alleged to have been violated and the remedies sought, which complaints shall be lodged not more than thirty (30) calendar days from the happening of an event giving rise to a dispute, or from the time a grievant could reasonably have had knowledge of said event, with the Director of Police or his designee. Notice of said complaint shall be given to all interested or affected persons including superior officers in the chain of command.

C. Complaints initiated by an individual will be forwarded to the Association Grievance Committee. If in the investigation of the Grievance Committee, they find no legitimate grievance, or an invalid grievance, a report of the findings of the Committee shall be returned to the aggrieved party. If said aggrieved party wishes to continue the grievance, it will be submitted to the police chain of command and shall be deemed a bona fide grievance as per this Agreement.

D. Upon the filing of a compliant pursuant to Paragraph B above, said complainant (s), the Employee Grievance Committee, and the Director of Police, or his designees shall, within five (5) calendar days of said filing, meet and attempt to settle the matter. If a satisfactory settlement is reached same shall be reduced to writing and signed by the parties.

E. If a settlement is not reached pursuant to Paragraph D above, then the Director of Police or his designees, and the Employee Grievance Committee shall each file a written report with the Mayor within fourteen (14) calendar days of the meeting as set forth in Paragraph D above. The Mayor shall then schedule a hearing date not later than fourteen (14) calendar days from the date of receipt of said findings, conclusions and recommendations and shall notify the interested parties in writing of said hearing date.

F. Upon compliance with the requirement of Paragraph E, the Mayor shall conduct a hearing, present at which shall be interested person, the Director of Police, and the Employee Grievance Committee. The Mayor shall make all reasonable attempts to arrive at a settlement satisfactory to all parties. If a dispute is settled upon agreement of the parties, said agreement shall be reduced to writing and signed by the Mayor, the Director of Police, the Chairman of the Employee Grievance Committee and the aggrieved party (s). If the Mayor is unable to obtain an amicable settlement, he/she shall, within fourteen (14) calendar, days render a written decision resolving the dispute which written decision shall be served upon the respective parties.

G. If the Mayor's decision does not satisfy the grievant (s), the matter may be submitted to the Township Council for further consideration. The Grievance Committee of the Township Council will schedule a hearing date within fourteen (14) calendar days from the date of receipt and render a report of their recommendations to all parties within ten (10) calendar days of the Committee hearing.

H. If the decision and recommendations of the Township Council Committee does not satisfy the grievant (s) or if no decision is rendered in the prescribed time, the matter may be submitted to arbitration by the Association in the following manner:

(1) A request for an arbitration shall be made to the Public Employment Relations Commission or the New Jersey State Board of Mediation according to the rules and regulations of each respective agency. The parties agree to be bound by the procedures of the selected agency.

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(2) The arbitrator shall be bound by the provision of this Agreement and restricted to the application of the facts presented to him involved in the grievance and applicable Federal and State Law and cases. He shall have no authority to add to, modify, detract from or alter in any way the provisions of this Agreement.

(3) The arbitrator's decision shall be set forth in writing with his reasons for the decision and be rendered within thirty (30) days after the final date of the hearing, which decision shall be final and binding upon the parties.

(4) The cost of the services of the arbitrator shall be borne equally between the Association and the Employer. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

### **ARTICLE V: HOURS OF WORK AND WORK SCHEDULE**

Section 1. All officers assigned to the Patrol Section shall work a 4 x 4 schedule. The school liaison officer shall work a 5 x 2 schedule. Officers assigned to Identification Officer, Community Policing (excluding school liaison officer), General Investigations, Juvenile, Vice Detective and Traffic shall work a 4 x 3 schedule.

Section 2. When the normal work day is either lengthened or shortened as a result of the change in time from Daylight Savings Time to Standard Time, and from Standard Time to Daylight Savings Time Employees shall be compensated an amount reflecting nine (9) hours pay for a nine-hour shift, and amount reflecting eight (8) hours pay for a seven-hour shift provided such pay be paid at straight time rates.

Section 3. The Director of Police shall review the hours of employment of uniformed personnel within the Department and agree to meet and discuss with PBA representative's revision of the current shift schedule. The committee shall also consider vacation schedules. Upon concurrence of any revision of either work schedule or vacation schedules by the Director of Police, changes will be implemented. Nothing herein shall be deemed to waive any prerogative available to management regarding the scheduling of employment within the Department.

#### Section 4. Schedule 1.

The following constitutes agreement concerning the 4 x 3-work schedule;

1. Leave time for personal days and sick time will be day for day regardless of what schedule an officer is working.
2. Sick time taken will be deducted at a maximum of 8 hours per day regardless of the schedule.
3. The normal workweek will be Monday through Friday.
4. The normal workday will be 10 hours.
5. Each officer will have one day of the 5 days of work scheduled (Mon-Fri) off. This day will be given on a rotating basis.
6. The officer's day off may be exchanged with another officer with the approval of the former officer's Supervisor.
7. The officer's day off can be scheduled for a different day with the approval of that officer's supervisor.

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ARTICLE V (A): PATROL SECTION

A. Section 1. The current 4 x 4 shift schedule shall continue to be the normal work schedule for Patrolmen in the patrol division.

B. Section 2. Structure of the Patrol Section.

The Patrol Section of the Piscataway Police Department shall be based on a two-platoon system designated as Platoon One and Platoon Two. Each Platoon shall initially consist of six (6) supervisors and twenty-one (21) patrolmen.

Each platoon shall be constructed with three (3) squads, totaling six (6) squads designated as Squad "A" "B" "C" "D" "E", and "F" respectively. Each squad shall initially consist of two (2) supervisors and seven (7) patrolmen.

The two-platoon system shall be based on the four (4) days on and four (4) days off duty schedule. Each squad shall have steady tours of duty.

The three (3) squads of each platoon shall be assigned to one of three (3) scheduled tours of duty which shall be designed as Shift One, Shift Two, and Shift Three.

Section 3. Designated Tours of Duty

Shift One	0645 Hours	To	1730 Hours
Shift Two	1530 Hours	To	0215 Hours
Shift Three	2030 Hours	To	0715 Hours

Designation of the above tours of duty shall not be construed as an abrogation of management's authority to revise said tours of duty. It is further understood that any adjustment in allocating resources through adjustment of shift hours shall not include any increase in the totality of hours worked which shall be left unchanged.

Section 4. Squad Assignments

Platoon One shall consist of squad "A" "C" and "E".

Platoon Two shall consist of squad "B" "D" and "F".

Section 5. Shift Tours of Duty

Each member of the designated squads shall be required to be on duty for a period of ten point seven-five (10.75) hours per shift, totaling a forty-three (43) hour work week (4 days). Each member of the designated squad shall be entitled to a minimum of three (3) breaks during his or her tour of duty, commonly designated as coffee breaks. Said breaks are to be approved at the discretion of the Shift Supervisor. Each member shall be allowed a reasonable period of time during his break, pursuant to department rules and regulations.

Section 6. Man-Power Requirements

The following Man-Power Requirement shall be in effect for all squads assigned to the Patrol Section. On those occasions when there is insufficient man-power, the Shift Supervisor shall make all efforts possible to request or hire additional man-power to fulfill this requirement:

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Each squad shall have a minimum of five (5) Patrolmen on duty. Provided, however, on no more than fifty (50) shifts in any calendar year the Shift Commander need not call in additional manpower to meet then existing minimum requirements. Provided, further, if the Shift Commander permits leave to a scheduled patrolman, other than a paid Personal Day as defined in Article XIX.Sec 2., or if a shortage of manpower occurs commencing in the last two hours of a shift, thereby reducing the shift below the minimum manning requirements, the Shift Commander need not call in additional manpower and such shift shall not be counted within the fifty (50) non-noticed reduced shifts. The PBA President shall be informed of each such occurrence.

Section 7. Seniority Bid System

In connection with the utilization of the four and four (4 x 4) schedule with steady shift designation, assignment to said shift shall primarily be based on seniority bid system. The following are the areas to be defined in instituting the Bid System:

A. Seniority. The individual officer's seniority shall be based on the length of time the officer has held his or her present rank (Commonly known as "Time in Grade"). On those occasions where two or more officers shall have the same rank and hiring date Seniority shall be based on initial ranking by badge number.

B. Seniority Bid. Initially, all members of the Piscataway Township Police Department shall have the opportunity to bid (sign up for a specific shift). The amount of seniority shall be the primary determination as to placement of officers to their requested shift as long as all minimum requirements are met with the understanding that the administration could deviate from seniority for good cause.

C. Yearly Bid System. Within the patrol section, a "Bid List" shall be offered for those officers requesting reassignment. Said list shall be posted annually on or about October 1<sup>st</sup> for a period of two weeks, finalized and posted annually on or about December 10<sup>th</sup>, and enacted on or about January 1<sup>st</sup> of the following calendar year. Said reassignment shall be primarily based on seniority as long as all minimum requirements are met. The Administration could deviate from seniority for good cause.

Section 8. Intra-Platoon Transfers

If two officers within the same platoon agree to be switched from their respective squads, said officers must be of the same rank and submit a request to the patrol captain indicating the two members requesting the switch, and that said request has been forwarded, either approved or disapproved, by their respective supervisors. Upon receiving this request, the patrol captain may consider to accommodate same as long as all other requirements are met.

- A. Said intra-platoon transfers shall only be allowed as long as they do not incur additional expense to the administration in the form of overtime to facilitate the request to switch.
- B. Said intra-platoon transfers shall be subject to the yearly bid system.

Section 9. Intra-Divisional Transfers

Management reserves the authority consistent with law to reassign officers from an established squad or shift to another section within the division of police for the purpose of efficiency of the policing operation.

Section 10. Sick Days

The members of the Patrol Section utilizing the four and four (4 & 4) work schedule shall continue to be entitled to accumulate their unused sick time not to exceed ninety-six (96) unused sick hours from the previous year shall be awarded to each member of the Patrol Section.

- A. A member of the Patrol Section shall only be able to accumulate a total of fifty-six (56) hours toward additional comp-sick days and a total of forty (40) hours toward accumulated sick leave, which may be used for early retirement.
- B. On those occasions when only a portion of a sick day is used, the sick time shall be deducted on an hour for hour basis, not to exceed eight (8) hours. The current (1999) practice of posting sick leave based on an eight (8) hour day shall continue.

Section 11. Extended Tours of Duty

Those members of the Patrol section utilizing the four and four (4 & 4) work schedule shall only receive overtime compensation for extended tours of duty in excess of ten point seven five (10.75) hours during a scheduled work day.

Section 12. Overtime Hiring

On those occasions when it becomes necessary to hire additional manpower to fulfill squad requirements, said additional manpower shall be drawn from the off-duty platoon first.

Section 13. Off-Duty Platoon Call-In Method

When off-duty personnel are needed, the first squad to be called shall be the off-duty squad working the same designated tour of duty as the squad requiring additional manpower. If no member of the off-duty squad volunteers, the next squad shall be called in the order of their designated tours. This method of call-in shall be adhered to unless the officer called in to work on the day shift is completing his midnight tour that same morning. In that instance he could only work 5.25 hours in addition to his just completed tour. The other midnight shift would then be called to fill the remaining portion of that day shift tour.

EXAMPLES

If Shift One is in need of additional manpower, the Squad Supervisor would call the off-duty Shift One: if no men are available, he would then call the off-duty Shift Two, and then the off-duty Shift Three. If Shift Two is in need of additional manpower, the Squad Supervisor would call the off-duty Shift Two: if no men are available, he would then call the off-duty Shift-Three, and then the off-duty Shift One. If Shift Three is in need of additional manpower, the Squad Supervisor would call the off-duty Shift Three: if no

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men are available, he would then call the off-duty Shift One, and then the off-duty Shift Two.

Section 14: Additional Manpower

On those occasions when additional manpower is required and the squad supervisor has followed the set procedure for hiring additional men and is unable to do so, said supervisor shall contact members of the other sections and of equal rank that are off-duty in an attempt to fulfill the squad requirement.

Section 15: Manpower Alternative

On those occasions when a member of any squad shall request time off which cannot be approved due to manpower requirement, said member may be allowed to have another member of equal rank work in said member's place. However, the member requesting the time off must obtain written agreement from the alternative employee and approval from his or her squad supervisor prior to that date, indicating which member shall be reporting for duty.

Any member who shall agree to work another member's tour of duty shall be held responsible for all duties and departmental regulations as if he had been normally scheduled to work on that date.

Section 16: Time Off Compensation

Each squad supervisor shall be responsible for the scheduling of time off for the members of that squad. However, said supervisor shall attempt to fulfill all members' requests as long as minimum manpower requirements are adhered to.

Time off shall be allotted using the following priority order:

1. Vacation Days
2. Personal Days
3. Compensatory – Sick Days
4. Comp Time

No officer shall be allowed to supercede another officer's approved request for time solely based on the priority order schedule of time off compensation.

Section 17: Training

- A. Any member may be required to attend a training course on an off-duty day, but shall be given a minimum of twenty-four (24) hours advanced notice of said training date.
- B. Any member scheduled to attend a training course may volunteer to attend said course when insufficient time is available for advance notice. However, said officer shall not be entitled to any additional compensation as established in the parties collective bargaining agreement with regard to change of schedule.
- C. Any member may attend police training given by an outside agency if approved by the Director or his designee prior to the scheduled training.

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**ARTICLE VI: COLLECTIVE BARGAINING PROCEDURES**

Section 1. Collective bargaining with respect to conditions of employment shall be conducted by the duly authorized bargaining agents of each of the parties. Unless otherwise designated, the Business Administrator of the Township and the President of the Association shall be the respective bargaining agents to the parties.

Section 2. Employees of the Employer who may be designated by the Association to participate in collective bargaining meetings called for the purpose of the negotiations of a collective bargaining agreement will be excused from their work assignments during hours of negotiation, if such a scheduling conflict exists.

Section 3. No representative of the Employer shall meet with any member of the bargaining unit other than an authorized representative of the PBA nor shall any members of the bargaining unit without specific authority by the PBA meet with a representative of the Employer for the purpose of discussing wages, hours or conditions of employment or other matters which are properly subjects of collective bargaining between the parties without prior notification to the PBA and the Township of such meeting and without the presence at such meeting of a representative of the PBA designated by the President of the PBA and a representative of the Employer.

The aforesaid provisions of Section 3 are not intended to prohibit, restrain, interfere with or affect in any way, the collective bargaining process or labor management relations activities between the parties including, but not limited to, meetings and discussions between authorized representatives of the Employer and the PBA during the term of this Agreement, the grievance procedure set forth in this Agreement, and any other meetings or discussions required under this Agreement or necessary to the proper implementation or performance of the provisions of this Agreement.

**ARTICLE VII: WAGES**

Section 1. The schedule of wages for police personnel for each year of the contract is contained in Appendix A which is attached hereto and made a part hereof. The following "across the board" wage increases shall go into effect retroactive to their effective dates according to the following calendar year or fiscal year periods:

Effective July 1, 2002	0.50%
Effective January 1, 2003	3.40%
Effective January 1, 2004	3.90%
Effective January 1, 2005	3.90%
Effective January 1, 2006	3.90%

Any PBA member who retired subsequent to June 30,2002 will be entitled to any retroactivity that would be due under the above.

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Section 2. In addition to the listed salaries a longevity payment shall be paid as hereinafter fixed and determined; said longevity pay to be considered as additional compensation and shall be considered part of the Employee's salary for retirement benefits.

LONGEVITY SCALE

- After the completion of 5 years - 2%
- After the completion of 10 years - 4%
- After the completion of 15 years - 6%
- After the completion of 20 years - 8%
- After the completion of 24 years - 10% ( Maximum Allowable)

Section 3. The differential between 6<sup>th</sup> Year Patrolman and Senior Patrolman (any Patrolman who has completed fifteen (15) years of police service will be five (5%) percent.

Section 4. Special Duty Pay: In addition to the above salaries, longevity pay and rank differential, a Special Duty pay benefit will be paid with the second holiday pay, the third Thursday in November, to all Employees as follows:

- A. Fifty (\$50) dollars to non-patrol division officers assigned to a steady days shift.
- B. Five hundred fifty (\$550) dollars to non-patrol division officers assigned to both the day and afternoon shift.
- C. Five hundred fifty (\$550) dollars to patrol division officers assigned to a steady day shift.
- D. One thousand fifty (\$1,050) dollars to patrol division officers assigned to a steady afternoon shift.
- E. One thousand five hundred (\$1,500) dollars to patrol division officers assigned to steady midnight shift.
- F. This Agreement, as it pertains to Section 4, shall not be construed to increase the Township's exposure under this benefit beyond the cost of this benefit to the Township during 1987 on a per Employee basis. If during the course of a calendar year, an Employee is transferred between the above categories, the amount will be adjusted based on the number of months in each category.
- G. Vice Detectives shall receive annually one thousand (\$ 1,000) dollars as special duty pay in addition to salary. Schedule of Vice Detectives tours of duty shall remain status quo to past practice.

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**ARTICLE VIII: OVERTIME**

Section 1. Scheduled tours of duty shall not be changed unless twenty-four (24) hours advance notice is given. Whenever an Employee's scheduled work hours are changed, the Employee is to receive time and one-half for the newly scheduled hours, if a change is made without said twenty-four (24) hour notice.

Section 2. Extended tour duty shall be given on the basis of reasonably equal seniority within the rank, on a rotating basis, whenever practical.

Section 3. Employees shall be compensated at the rate of one and one-half (1 ½) the regular hourly rate of employees. Five (5) hours minimum shall be compensated for appearances at federal and state court, and two (2) hours minimum shall be compensated for appearances in Municipal Court, when court appearances are required during off-duty time.

Actual hours of court time worked beyond the minimum will be rounded in accordance with the existing practice, to the nearest 15 minutes.

Section 4. Effective January 1, 2003, detectives shall be entitled to one hundred and twenty five (\$125.00) dollars per each week during which they are "on call" up to a maximum of thirteen hundred and seventy-five (\$1,375.00) dollars per year. Scheduling of actual assignments shall be on a uniform basis.

**ARTICLE IX: COMPENSATORY TIME**

Section 1. Compensatory time may be accepted through the mutual consent of the Employer and the Employee in lieu of payment for overtime.

Section 2. An Employee who agrees to accept compensatory time in lieu of overtime payment will be compensated at the rate of one and one-half ( 1 1/2 ) hours for each hour worked

Section 3. The PBA will not make claim for time when non-essential personnel are dismissed for inclement weather. This provision shall not apply to situations wherein a holiday or partial holiday is declared for other municipal employees.

Section 4. Officers of a five and two (5 & 2) work schedule will receive an additional eight- (8) comp days each year.

Section 5. Police Officers working a 4 x 3 schedule shall receive 24 hours of compensatory time each year. The phraseology "holiday compensatory time" will not be utilized in the agreement.

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**ARTICLE X: HOLIDAYS**

Section 1. All uniformed and sworn members of the department shall receive fourteen (14) paid holidays in each year of the contract which shall be compensated by payment in two lump sum amounts the last Thursday in May and the last Thursday in November.

The fourteen (14) paid holidays for each year of the contract are as follows:

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

**ARTICLE XI: UNIFORM ALLOWANCE**

Section 1. Uniform Maintenance

Each sworn officer shall be granted a clothing allowance for maintenance and replacement of all items of clothing and equipment that are not otherwise considered to be specialized items issued for special or unique duties. This allowance, payable by May 1<sup>st</sup> each year, shall be \$1,050.00 per year for each sworn officer.

Section 2. Uniform Cleaning Allowance

Effective July 1, 2002 each officer shall receive a clothing cleaning allowance payable the first pay day of August each year according to the following table.

August 2002 -	One Hundred Dollars (\$100.00)
August 2003	One Hundred and Fifty Dollars (\$150.00)
August 2004	Two Hundred Dollars (\$200.00)
August 2005	Two Hundred and Fifty Dollars (\$250.00)
August 2006	Three Hundred Dollars (\$300.00)

The Township shall reimburse any sworn officer covered by this Agreement for the fair current value of any clothing or equipment damaged as a result of the performance of the officer's duty, providing that the specific damage is noted in the official report or an accompanying M.S.R. relating to the incident as a part of which the damage was incurred.

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Section 3 . PBA shall notify Township no later than January 15<sup>th</sup> of each calendar year of the sum needed for the purchase of bullet proof vests on an "as needed" basis for the next fiscal year. Township will appropriate such amount in its' budget. Provided however the amount requested by PBA and allocated by Township shall not exceed a cumulative total of \$5,000.00 per year commencing with calendar year 2000 minus the amount actually expended. For clarification purposes, the type of bullet proof vests and the time schedule for obtaining new vests shall be determined by the PBA.

**ARTICLE: XI (A)- TUITION REIMBURSEMENT**

Effective January 1, 2001, the amount of tuition reimbursed by the Township shall depend upon the final grade received by the employee as follows:

<u>Grade</u>	<u>Amount Reimbursed</u>
A	50% Tuition Refund 100% Registration Fees 100% Required Books
B	50% Tuition Refund 50% Registration Fees 50% Required Books
C	50% Tuition Refund No Registration Fees No Required Books
Below C	No Reimbursement

Any course on which only a "Pass or Fail" Grade shall be reimbursed as though the course grade was an "A".

Cost of tuition (cost/credit hour) may not exceed the average cost per credit of attending a similar class at Rutgers University or Seton Hall during the same semester

**ARTICLE XII: DEATH IN FAMILY**

An employee shall be granted three (3) consecutive working days off with full pay upon the death of wife, husband, son, daughter, parent, brother, sister, grandparent, all step relatives of similar degree, and brother , sister, parents and grandparents of Employee's spouse. For uncles, aunts, nephews, nieces, cousins, of the first degree of the member or his/her spouse, the employee shall be granted the day of the burial only. In accordance with Township ordinances, such leave must be approved by the Township Business Administrator.

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### ARTICLE XIII: SICK LEAVE

Section 1. Each Employee shall be granted one sick day per month for a total of twelve (12) days per year up to the time of termination of employment. During any calendar year, an Employee may accumulate five (5) unused sick days toward a total of two hundred forty (240) days of sick leave which may be credited toward early retirement. An Employee shall also be credited one (1) day for every (5) sick days accumulated in excess of two hundred forty (240) toward early retirement.

Accumulated unused sick days may be used at the time of retirement as salary extension for a time equal to the number of days of entitlement, or the Employee involved may request a cash payment from the Township for the accumulated days, at the Employee's sole discretion. However, in no event shall the amount paid exceed \$15,000.00 for any employee hired on or after 1 September 2000.

Section 2. Should any Employee not use all twelve (12) sick days in any calendar year, effective January 1 of the succeeding calendar year the Employee may use the excess unused over five (5) sick days, not to exceed seven (7) days, as compensatory sick time or the Employee may designate up to four (4) of the seven (7) excess unused days as vacation. Unused compensatory sick time shall be cumulative. Use of the excess time as vacation time shall be subject to the provisions of this Agreement governing vacation time and may be converted to compensatory time at the discretion of the Employee.

Section 3. Nothing herein shall be interpreted to reduce or modify the number of sick days accumulated on the basis of a maximum of twelve (12) unused days per year prior to 1974, fifteen (15) unused days from 1974 to 1983, eight (8) unused days in 1984 and five (5) unused days in 1985.

Section 4. Effective January 1, 1986, any accumulated sick days shall be paid to the heirs or designated beneficiary of any Employee who dies while in the employ of the Township.

### ARTICLE: XIV PERSONAL DAYS

Section 1. Each Employee shall be allowed two (2) personal days in each calendar year of this Agreement. One (1) additional personal day is allowed in lieu of one-half (1/2) day off Christmas Eve and one-half (1/2) day off New Year's Eve. The Employer shall, furthermore, make every effort to revise such personnel policy so that, to the greatest extent possible, such personal days may be taken by employees when requested.

Section 2. For the purposes of one of the personal days, an individual may give four (4) hours notice. In the event the Watch Commander determines that he must have the position staffed as a result of duty requirements, the Watch commander shall have the responsibility of obtaining a replacement. If a replacement is obtained the officer will be granted the personal day and the replacement shall receive the proper overtime compensation for filling the position. The Watch Commander shall not unreasonably deny any request. Personal emergency situations shall not be limited by the context of the above language.

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**ARTICLE XV: VACATIONS**

1. For the first calendar year of employment, vacation time will be accrued at one (1) day per month, not to exceed eleven (11) days, but cannot be taken until after the completion of six months probation period.
2. After completion of twelve (12) months of service, an officer or Employee shall be limited to not more than eleven (11) working days during each calendar year.
3. After completion of five (5) years of service, an officer or Employee shall be limited to not more than eighteen- (18) working days vacation.
4. After completion of ten (10) years of service, an officer or Employee shall be limited to not more than twenty- (20) working days vacation.
5. After completion of fifteen (15) years of service, an officer or Employee shall be limited to not more than twenty-four (24) working days vacation.
6. After completion of twenty-five (25) years of service, an officer or Employee shall be limited to not more than twenty-five (25) working days vacation.
7. The following shall be the vacation day conversion schedule for those officers assigned to the Patrol Section utilizing the four and four (4 x 4) and four and three (4 x 3) work schedule; respectively.

Years of Completed Service    4 x 3 Schedule @ 10.00 Hrs/Day    4 x 4 Schedule @ 10.75 Hrs./Day    5 x 2 Schedule @ 8 Hrs/Day

25+ years	20 Days (200 hours)	20 Days (215 hours)	25 Days
16 - 24 years	19.2 Days (192 hours)	19 Days (204.25 hours)	24 Days
11 - 15 years	16 Days (160 hours)	16 Days (172.00 hours)	20 Days
6 - 10 years	14.4 Days (144 hours)	14 Days (150.50 hours)	18 Days
0 - 5 years	8.8 Days (88 hours)	9 Days (96.75 hours)	11 Days

**ARTICLE XVI: POLICE PERSONNEL FILES**

Section 1. There shall be one Piscataway Police Department Employee Personnel File. This file shall consist of all personal data concerning the Employee, such as Achievement Records, Employment Data, Medical or Disability Data, and Founded Disciplinary Data. The Director of Police shall assign a member of the Department to act as custodian of the files. The Employer shall notify the Employee within reasonable time of material considered to be detrimental to the Employee which is to be included in the file. The Employee shall have the right to examine said material and include a rebuttal.

Section 2. The Employee shall have the right to review his file at a reasonable time. Any detrimental material, except for charges leading to conviction or discipline, may be removed through the grievance procedure.

Section 3. Any informal complaints, or misconduct in office charges, which have led to conviction or discipline of an Employee, shall remain in the personnel file subject to the right of an

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Employee to have same expunged from said file upon completion of three (3) years of service without conviction for a disciplinary or other charge. The responsibility for removal shall rest with a request by the Employee.

Section 4. Any informal complaint charges shall remain in the personnel file until adjudication.

Section 5. It is understood that this Article addresses personnel file within the Police Department, and that the provisions of this Article do not apply to the Personnel files maintained on all Employees in the Department of Administration, which are required for the effective management of a total pay position, and classification system.

Section 6. No person shall be permitted to review said Police Personnel files except the Director of Police, the custodian of the personnel files, the Director of Public Safety or his designee(s) and the Employee.

Section 7. During the course of an ongoing investigation concerning a given Employee, the Employee shall not have access to his file.

Section 8. Any employee shall have the right to review his file once per year, but he must review during regular business hours. He must give twenty-four (24) hours advance notice.

#### **ARTICLE XVII: CONTINUATION OF BENEFITS**

Unless otherwise expressly provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any Employee benefit existing prior to effective date of this Agreement.

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

#### **ARTICLE XVIII: TERMINATION ENTITLEMENT**

Upon termination, an Employee shall be paid for all earned, but deferred benefits such as wages, accrued compensatory time, overtime pay, holiday pay and accrued vacation time.

#### **ARTICLE XIX: WELFARE AND PENSION BENEFITS**

Section 1. The Employer agrees to provide life insurance for each employee in an amount equal to said Employee's pay.

Section 2. The Employer agrees to provide and cover all Employees including their dependents with Blue Cross & Blue Shield, Prescription Plan, Rider J and Major Medical Insurance and UCR Dental plan and to pay for same.

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A. Effective April 1, 2003, the co-pay factor for the Prescription Insurance Benefits shall be seven dollars (\$7.00) for generic drugs and ten (\$10.00) for brand name drugs. Effective Plan Year 2003, (April 1, 2003) those members opting to use Horizon POS OR PPO shall increase the co-pay to POS - \$10.00 and PPO - \$15.00. The deductible for dental will increase from fifty dollars (\$50) per person to seventy five dollars (\$75) per person with the maximum benefit per year of \$1,200 per person. The aggregate for dental deductible per family shall not exceed \$225 per year.

B. Effective January 1, 1993, the mandatory Second Surgical Opinion program will be implemented. This program shall be provided at no cost to the Employee and shall not be binding on the Employee or his/her beneficiary. However, if the Employee does not obtain a second opinion, he/she shall be subject to a twenty (20%) percent penalty. The only surgical procedures requiring a second opinion are as follows:

ARTHROSCOPY Knee	Examination of a JOINT using a scope (may include meniscectomy)
CATARACT EXTRACTION	Removal of a cataract(clouded lens) from the EYE
CHEMONUCLEOLYSIS OF DISK	Destruction of VERTEBRAL DISK by Injection
CHOLECYSTECTOMY (may include CHOLANGIOGRAPHY)	Removal of GALL BLADDER (examination of BILE DUCTS)
CORONARY ARTERY BYPASS SURGERY	Insertion of a vein graft to bypass an obstructed CORONARY ARTERY
EXCISION OF INTERVERTEBRAL DISK	Removal of a herniated DISK (including excision of disk with FUSION)
HYSTERECTOMY abdominal or vaginal	Removal of the UTERUS
MASTECTOMY	Surgical removal of BREAST (or portion) bilateral, unilateral, modified radical, radical
MENISCECTOMY,	Removal of cartilage from Knee
PROSTATECTOMY suprapubic or transurethral resection	Removal of all or part of PROSTATE
RHINOPLASTY	Surgery of NOSE to correct deformities (includes submucous resection)

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SEPTECTOMY with  
RHINOPLASTY

Removal of an obstruction of the NOSE  
(includes submucous resection)

SPINAL FUSION

Joining of VERTEBRAE for immobilization

TONSILLECTOMY

Removal of the TONSILS

C. Effective January 1, 1993, Employees will not be allowed to pass the prescription plan co-pay through under the Major Medical Plan.

D. Effective no later than October 1, 1994 , the major medical benefit period maximum shall be increased to \$150,000

Section 3. Any full-time Township employee may choose, at his or her sole option, not to be enrolled in the health insurance plan provided by the Township. Any employee so choosing shall be eligible to receive reimbursement, lump sum, as provided herein, in lieu of receiving health, dental or prescription insurance benefits from the Township in accordance with the following payments:

	FAMILY COVERAGE HUSBAND AND WIFE	PARENT AND CHILD
Health	\$2,250	\$1500
Dental	\$ 450	\$ 300
Prescription	<u>\$ 300</u>	<u>\$ 200</u>
	\$3,000	\$2,000

The Township of Piscataway ("Township") adopted a Cafeteria Benefits Plan, effective January 1, 1992 (the "Plan"). The purpose of the Plan is to provide certain Employee's of the Township a choice between a cash payment and coverage under its applicable Health Benefit Package. The Plan is intended to qualify as a "cafeteria plan" under section 125 of the Internal Revenue Code of 1986, as amended (the "Code"), and is to be interpreted in a manner consistent with the requirements of Code Section 125. Code Section 125 provides, generally, that no amount is included in the gross income of a participant in a cafeteria plan solely because, under the plan, the participant may choose among the benefits of the plan.

A copy of the Plan is available for inspection by Employees at the offices of the Township during business hours upon reasonable notice.

A. An Employee who chooses not to accept health insurance coverage must provide satisfactory proof in writing that employee is covered by health insurance provided by his or her spouse, or by other means by providing notice of such coverage forthwith. The Township Business Administrator shall decide whether such notice is satisfactory.

B. The lump sum payment referred to in this Article shall be paid on the last payday in December of each year. Any employee who chooses not to accept health insurance coverage who leaves the Township employment in good standing shall be entitled to a pro-rata share of the payments set forth above at the time of his or her separation from Township employment. Otherwise such payments shall be made on the last payday of the completed year.

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C. This option is available to active full-time employees who are covered by a current health insurance program sponsored by the Township.

D. The reimbursement provided herein shall not be considered wages or any other compensation for the purpose of calculating retirement benefits, seniority benefits, longevity benefits, or for any other purpose.

E. If an Employee who chooses to accept the in lieu of payment wishes to re-enroll in the Township's health insurance coverage he/she may do so by completing the required application forms only during the carrier's scheduled open enrollment period. The employee will be required to complete the usual waiting period.

F. Where husband and wife are both employees of the Township, only one, either husband or wife shall be entitled to the sundry health related insurances as primary insured employee. However, the Township shall reimburse the employee not receiving the insurance (be it the husband or the wife) for any "deductibles" as same would be covered if the second spouse were also a primary insured i.e. that "coordination of benefits" that would have existed if both spouses had separate coverage shall not be affected.

Section 4. All health and dental benefits shall be continued in full force and effect for retired Employees and their families and Employer agrees to pay for same until the death of the Employee Retiree.

Section 5. The Employer agrees to provide for and cover dependents with all health and dental benefits and pay for same if an Employee dies while an active employee (not reached effective retirement date), until the spouse remarries or for four (4) years from the date of the employee's death.

Section 6. For those persons initially hired after September 1, 2000, Long Term Disability benefits shall be implemented as follows:

Salary benefits of 100% of regular salary continue for the first 3 months.

The next 3 months (months 4-6) be paid at 90% of regular salary.

The next 3 months (months 7-9) be paid at 80% of regular salary.

The next 3 months (months 10-12) be paid at 70% of regular salary.

The maximum amount of authorized leave shall not exceed 12 months.

Employees shall not accrue leave time, holiday pay, clothing allowance, Shift differential, etc., while collecting LTD.

Section 7. The PBA agrees to participate on a committee to review alternate health insurance.

Section 8. Whenever the Employer requires an Employee to undergo a medical, dental or similar examination, the Employer shall pay the medical fees charged for such examination, provided that the Employee requested to undergo such an examination, is not then on Absence Control pursuant to Personnel Policy.

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**ARTICLE XX: PROMOTIONAL TESTING PROCEDURES**

A. The Police Department promotional testing procedures for the rank of Sergeant shall be agreed upon by PBA 93 and the Police Administration. The agreed upon testing procedures will be attached to this contract as appendix B.

**ARTICLE XXI: PATROL STRENGTH**

The Employer shall make every effort to increase the minimum patrol strength from those levels existing at the time of the execution of this Agreement.

**ARTICLE XXII: PATROL CAR MODIFICATION**

The Employer shall have all patrol cars modified so that the police radios may be used without leaving keys in the car ignition. The Employer shall also have dual spotlights installed on all patrol vehicles.

**ARTICLE XXIII: IN-SERVICE TRAINING**

The Employer shall endeavor to provide in-service training to Employees, whenever possible.

**ARTICLE XXIV: SAVINGS CLAUSE**

In the event that any provision of this agreement shall at any time be declared invalid by Legislative Act or any court of competent jurisdiction, or through government regulation or decree, such decision shall not invalidate the entire Agreement. It being the express intent of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

**ARTICLE XXV: JUST-CAUSE PROVISION**

No member of the bargaining unit shall be discharged, disciplined, reprimanded or reduced in rank or compensation without just cause.

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ARTICLE XXVI: AGENCY SHOP PROVISION

Section 1. Representation Fee

If any Employee does not become a member of the Association during any membership year (i.e., from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said Employee will be required to pay a representation fee to the Association for that membership year. This fee shall be the maximum allowed by law.

Section 2. Procedure

A. Notification : Prior to March 1 of each year, the Association will submit to the Township a list of these Employee who have neither become members of the Association for the then current membership year nor paid directly to the Association the full amount of the representation fee for the membership year. The Township will deduct from the salaries of such Employees, in accordance with Paragraph B below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

B. Payroll Deduction Schedule: The Township will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each Employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- (1) 10 days after the receipt of the aforesaid list by the Township ; or
- (2) 30 days after the Employee begins his employment in a bargaining unit position.

C. Termination: If an Employee who is required to pay a representation fee terminates his employment with the Township before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Township will deduct the unpaid portion of the fee from the last paycheck paid to said Employee during the membership year in question.

D. Mechanics of Deduction and Transmission of Fees: Except as otherwise provided in this Article, the mechanics for the deduction of representation fee and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for deduction and transmission of regular membership dues to the Association.

E. Changes: The Association will notify the Township in writing of any changes in the list provided for in Paragraph A above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Township receives said notice.

F. New Employees: On or about the last day of each month, beginning with the month this Agreement becomes effective, the Township will submit to the Association, a list of all Employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include name, job titles and dates of employment for all such Employees.

G. Continuation: Continuation of the agency fee program is predicated on more than 50% of the eligible employees in the negotiating unit being voluntary dues paying members of the Union.

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**ARTICLE XXVII: LEGAL DEFENSE**

The Township will provide defense for members or officers in actions or legal proceedings arising out of or incidental to performance of duties pursuant to N.J.S.A. 40A:14-155 as follows:

Whenever a member or officer of a municipal police department or force is a defendant in any action or legal proceeding arising out of or incidental to the performance of his duties, the governing body of the municipality shall provide said member or officer with necessary means for the defense of such action or proceeding, but not for his defense in disciplinary proceeding instituted against him by the municipality or in a criminal proceeding instituted as a result of a complaint on behalf of the municipality. If any such disciplinary or criminal proceeding instituted by or on complaint of the municipality shall be dismissed or finally determined in favor of the member or officer, he shall be reimbursed for the expense of his defense.

**ARTICLE XXVIII: INVESTIGATORY RIGHTS**

In an effort to ensure that internal departmental investigations are conducted appropriately in all respects, the following guidelines are hereby adopted with the intent that is binding upon both the Employee and the Township.

Section 1. The interrogation of an Employee regarding the departmental investigation shall take place at a reasonable hour; if it is required that the Employee shall be compensated as set forth elsewhere in this Agreement, unless the Employee is subsequently found guilty of a departmental or other offense.

Section 2. The Employee shall be reasonably informed of the nature of that investigation at the commencement of interrogation. If the Employee is being questioned as a suspect, or is the target of a departmental investigation, that status shall be communicated to the Employee at the outset of questioning. Nothing, however, shall preclude the investigating entity or officers from later determining that an Employee previously questioned as a witness may have committed a violation of departmental rules and regulations, or of law, and neither, the Township nor the investigation officer shall be stopped from subsequently proffering charge against the Employee in question because questioning of the Employee took place prior to the proffering of charges without indicating to the Employee that he may be subject thereto.

Section 3. All interrogation shall be reasonable in length with reasonable respites allowed for personal necessities, meals, telephone calls or rest periods, if necessary.

Section 4. The Employee shall be subject to no offensive language: no interrogation shall include any threats relating to the Employee's employment. Including, but not limited to, transfer, dismissal, or other disciplinary punishment, but nothing herein shall preclude the Township or the investigating officers from initiating formal proceedings against the Employee at any time, if such charges are warranted.

Section 5. It is intended that the within statement of Employee's rights shall apply particularly to departmental investigation, but nothing herein shall preclude the Township or any investigating officer from interrogating any Employee in conjunction with a proposed criminal offense, subject to all appropriate legal safeguards.

Section 6. Nothing herein shall be interpreted to preclude a supervisor from interrogating his or her subordinates regarding their daily activities, nor shall the within Article be interpreted so as to preclude interrogations which do not rise to the level of formal departmental charges.

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ARTICLE XXIX: DURATION OF AGREEMENT

Section 1. This Agreement shall continue through the period retroactively from July 1, 2002 through December 31, 2006.

Section 2. In the event such negotiations do not result in a newly executed Agreement by December 31, 2006, the parties agree to continue the negotiations and all terms and conditions of this Agreement shall continue in full force and effect until the new Agreement is agreed upon and executed.

IN WITNESS WHEREOF the parties hereto set their hands the day, month and year first above written.

TOWNSHIP OF PISCATAWAY

PISCATAWAY PBA LOCAL NO. 93

By: Brian C. Wahler

By: Robert Zavistoski

Brian C. Wahler, Mayor

Robert Zavistoski, President

Date 12-18-02

Date 12-10-02

ATTEST:

ATTEST:

Lyn A. Evers

Donald Florek

Lyn Evers, Business Administrator

Donald Florek, Delegate

Date 12-18-02

Date 12-10-02

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EXHIBIT A : SALARY SCHEDULE

	<u>Effective</u> 7/1/02	<u>Effective</u> 1/1/03	<u>Effective</u> 1/1/04	<u>Effective</u> 1/1/05	<u>Effective</u> 1/1/06
Patrolman - Senior	73,436	75,933	78,894	81,971	85,168
Patrolman - 6 <sup>th</sup> Year	69,940	72,318	75,138	78,068	81,113
Patrolman - 5 <sup>th</sup> Year	63,568	65,729	68,292	70,955	73,722
Patrolman - 4 <sup>th</sup> Year	54,503	56,356	58,554	60,838	63,211
Patrolman - 3 <sup>rd</sup> Year	42,487	43,932	45,645	47,425	49,275
Patrolman - 2 <sup>nd</sup> Year	36,530	37,772	39,245	40,776	42,366
Patrolman - 1 <sup>st</sup> Year	33,921	35,074	36,442	37,863	39,340

SEE LONGEVITY PAY ON PAGE 10