

Agreement
Between
Township of North Hanover
And
North Hanover Township Police Association

January 1, 2010 through December 31, 2013

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PREAMBLE

THIS AGREEMENT entered into by and between the TOWNSHIP OF NORTH HANOVER, in the county of Burlington, state of New Jersey, a municipal corporation of the State of New Jersey (hereinafter called "Township") and the NORTH HANOVER TOWNSHIP POLICE ASSOCIATION affiliated with FOP LODGE #114 (hereinafter called the "Association").

ARTICLE I RECOGNITION

A. The Township hereby recognizes the Association as the exclusive collective negotiations agent for all full-time police officers and sergeants, excluding all other superior officers and all other employees of the Township.

B. Pursuant to the New Jersey Employer-Employee Relations Act the parties hereby agree that employees covered by this Agreement shall have the right to freely organize, join and support the Association for the purpose of engaging in collective negotiations or to refrain from any of the foregoing. Neither the Township nor the Association shall discourage or coerce any of the employees in the unit with respect to their rights under the aforementioned statute.

ARTICLE II MANAGEMENT RIGHTS

A. The Township retains and reserves unto itself without limitation all power, rights, authority duties and responsibilities covered 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 manage and control the Township Government, its properties and facilities and the job activities of its employees;
2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action for just cause.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and then only to extend such terms hereof are in conformance with the Constitution and Laws of New Jersey and the United States.

ARTICLE III NO-STRIKE PLEDGE

- A. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support 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 said employee's duties of employment), work stoppage, slowdown, or walkout against the Township.
- B. The Association covenants and agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activities aforementioned, and that the Association will publicly disavow such actions and advise all such members who participate in such activities to cease and desist from same immediately and return to work. The Association agrees that it will not support or participate in any of the aforementioned activities engaged in by another employee or group of employees of the Township.
- C. In the event of a strike, slowdown, walkout or job action, the Association recognizes that the Township may consider such activities by any Association member or any employee represented by the Association to constitute grounds for disciplinary action, including discharge.
- D. Nothing contained in the 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 any breach of this Article by the Association, its members or employees represented by the Association.

ARTICLE IV BULLETIN BOARD

The Association shall have the use of a bulletin board purchased by the Association to be placed in the locker room in the police sector of the municipal building. The bulletin board shall be used solely for business matters relating to the Association. Any material placed on the bulletin board shall be signed and dated by a representative of the Association and a copy furnished in advance to the Chief. The bulletin board shall be used for matters strictly relating to the Association as the bargaining agent for employees covered under this Agreement.

ARTICLE V SENIORITY

- A. Seniority is defined to mean the accumulated length of full-time continuous service with the Township, computed from the last day of hire.
- B. Seniority shall be lost and employment terminated if any of the following occur:

1. Discharge;
2. Resignation;
3. Failure to return promptly upon expiration of an authorized leave;
4. Failure to return to work after a recall from layoff;
5. Absence for five (5) consecutive days without leave or notice.

ARTICLE VI GRIEVANCE PROCEDURES

A. Definition

A grievance is a claim based upon an alleged breach, misinterpretation or misapplication of the terms of this Agreement, or policies and administrative decisions affecting the terms and conditions of employment of employees covered by this Agreement. However, only claims based upon an alleged breach, misinterpretation or misapplication of the terms of this Agreement including discipline in excess of one (1) day fine or suspension, may proceed to arbitration. All other grievances may be grieved only through Step Three. A grievance may be raised by an individual or the Association at the request of and on behalf of an individual or group of individuals.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the grievances which may arise affecting employees in the bargaining unit. The parties agree that these proceedings will be kept as informal as may be appropriate at any level of the procedure.

C. Procedure

The numbers of days indicated at each level are the maximum. The time limits may, however, be extended by mutual agreement. Grievances must be filed by the aggrieved within thirty (30) calendar days of the alleged occurrence and failure to act within the aforementioned thirty (30) calendar days shall be deemed to be an abandonment of the grievance.

D. Grievance Steps.

Step One:

A unit member with a grievance shall present the grievance in writing to the Chief of Police or his duly designated representative within thirty (30) calendar days of its occurrence. The Chief, or his designee, shall respond to the grievance in writing within ten (10) working days.

Step Two:

If the grievance is not resolved at Step One, or in the event no decision has been received within the time set forth in Step One, the aggrieved may, within ten (10) calendar days thereafter submit the grievance to the Police Commissioner. The Police Commissioner shall review the matter and issue a decision within twenty-one (21) calendar days after receipt of the grievance.

Step Three:

If the grievance has not been resolved at Step Two or if no decision has been received within the time set forth in Step Two, the aggrieved may within ten (10) calendar days submit the grievance to the Township Committee for a decision. The Township Committee shall issue a decision in writing within twenty-one (21) calendar days after receipt of the grievance.

Step Four:

If the grievance has not been resolved at Step Three or if no answer has been received by the Association within the time set forth in Step Three, the aggrieved within (10) calendar days may file for arbitration with the Public Employment Relations Commission. An arbitrator shall be selected in accordance with the procedures of the Public Employment Relations Commission. The arbitration proceeding shall be conducted in accordance with the following:

1. The arbitrator shall conduct a hearing and render a decision in writing with findings of fact and conclusion.
2. The arbitrator shall not have the power to add to, subtract from or modify the provisions of this Agreement.
3. The arbitrator shall confine his decision solely to the interpretation and application of the Agreement and shall confine his decision to the issue submitted for arbitration.
4. The decision of the arbitrator shall be final and binding on the parties subject to the rights of the parties with respect to case law and statutes.
5. The fees and expenses of the arbitrator shall be borne equally by the parties.
6. Any other costs of the arbitration, including the presentation of witnesses, shall be borne by the party incurring the same.

E. Miscellaneous

1. An aggrieved person may be represented at all stages of the grievance procedure by a representative of the Association. When a unit member is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. If the grievance is not appealed by the grievant and/or the Association from one step to the next step or to arbitration within the time limits specified for each step, or a mutually extended time, the grievance shall be considered to be decided on the basis of the last decision of the Township and shall not be eligible for further appeal.

3. If the Township claims that the Association has violated any provision of the Agreement, the Township may present such claim to the Association in writing within thirty (30) days of its occurrence. If the parties fail to settle the Township grievance within thirty (30) days, the Township may file for arbitration in accordance with the provisions of this Agreement.

ARTICLE VII HOURS OF WORK AND OVERTIME

A. The hours of work of full-time for employees covered under this Agreement shall consist of one hundred sixty-eight (168) hours in a twenty-eight (28) day work cycle.

B. Time spent on training between one hundred sixty (160) and one hundred sixty-eight (168) hours in the twenty-eight (28) day work cycle shall be paid at the rate of straight time. However, other work in excess of one hundred sixty (160) hours in a twenty-eight (28) day period will be paid for at the rate of time and one-half (1-1/2) the regular straight time rate of pay.

C. If an officer is called in for duty beyond their regularly scheduled hours assigned, the officer will be paid for a minimum of four (4) hours time at time and one-half (1-1/2) his/her regular hourly rate. The officer shall receive this minimum pay regardless of whether the officer otherwise qualifies for overtime within this Article. An officer who is called in for duty over the normal scheduled hours assigned shall report to the Officer-in-Charge to determine whether there is some additional duty that is required for the balance of four hours for which the officer is being paid.

ARTICLE VIII SALARY

A. The Salary Schedule A attached hereto is established for full-time police officers effective January 1, 2010 and placement, if any, will be as noted on the Schedule, except as modified therein. The parties acknowledge and agree that for purposes of this contract, the parties previously amicably resolved two group grievances filed by the Association with respect to salaries to be paid to members for 2010 and therefore the Township has satisfied all of its salary obligations for 2010. For 2011 to 2013, each officer shall be paid at the salary stated for that officer in the Salary Schedule A.

B. For any full-time police officer who is included in "Step" pay scale, that officer shall move to the next step on the Schedule on January 1, of the new calendar year. However, that officer's pay shall only be paid at the rate as set forth in the Salary Schedule and that officer shall not be

entitled to receive, as part of their salary, any additional cost of living adjustment that may be paid to officer's whose salary is not included within the pay scale.

C. If a police officer is hired prior to June 30th of a year, the employee will move to step 2, in the salary schedule, on January 1st, of the next calendar year. If the employee is hired after June 30th of a year, the employee will not move to step 2 until the subsequent January 1 calendar year.

D. A police officer shall not be eligible for promotion to the rank of sergeant under this contract until and unless the officer has been employed as a full time police officer with the Township for a minimum of three full consecutive years counted from the first date of employment as a full time officer with the Township. In addition, no sergeant shall become eligible for salary range established for Sergeant II on the Salary Schedule until after being employed with the Township for fifteen (15) consecutive years as a full time police officer.

E. A police officer shall not be eligible for promotion to the rank of corporal under this contract until and unless the officer has been employed as a full time police officer with the Township for a minimum of three full consecutive years counted from the first date of employment as a full time officer with the Township. The methodology for promotion to this rank shall be established by the Chief of Police, in conjunction with the governing body of the Township, with the final determination made by the governing body upon recommendation by the Chief of Police.

F. In the event that the Township hires a police officer having more than one (1) year of work experience, the Township Committee, in its sole discretion after consultation with the Chief of Police, may consider placing that officer no higher than step 4 in the Salary Schedule.

ARTICLE IX HOLIDAYS

A. All full-time police officers who are covered under this Agreement, and have completed one year of service shall annually earn one day of holiday pay for each calendar month of service to a maximum of thirteen (13) holidays to be paid in the last pay of November.

B. Police officers who work on one of the thirteen (13) holidays designated by the Township shall be paid at the rate of time and one half (1 and 1/2) their regular straight-time pay for all work performed on such holiday. The presently designated holidays are as follows:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Good Friday
5. Memorial Day
6. July 4th
7. Labor Day
8. Columbus Day

9. Veteran's Day
10. Thanksgiving Day
11. Day after Thanksgiving Day
12. Christmas Day
13. Easter Sunday

ARTICLE X VACATIONS

A. Full-time employees covered under this Agreement will earn vacation pay as noted below:

1. Current Employees:

<u>Years Employed</u>	<u>Vacation Earned</u>
1-3 Years	5 Days
4-10 Years	10 Days
11-20 Years	15 Days
21 years and up	20 Days

B. Eligibility for vacation shall be computed as the first day of the month in which the employee was hired. Vacation time shall not accumulate from year to year. However, in the event of the press of Township business precludes an employee from taking vacation, such vacation shall be carried forward into the next year only up to one (1) week which is so carried forward shall be utilized by June 30. The remainder of the vacation time will be paid for by the Township.

C. In the event an employee covered by this Agreement resigns with not less than two (2) weeks notice, the employee shall be paid on a prorated basis for earned vacation time which has not yet been utilized. In the event the employee has already taken vacation hours in excess of the amount to which he would be entitled on a prorated basis, reimbursement shall be made to the Township from the employee's last paycheck.

ARTICLE XI SICK LEAVE

A. Sick leave may be utilized by full-time employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease or for illness of their spouse or a minor child.

B. During an employees' first year of employment, he will receive eight hours (8) of sick leave time for each month of service. On January 1 of the second calendar year of employment, an employee will be credited with eight (8) days of sick time to be earned at the rate of eight (8) hours per month. In the event the employee utilizes sick time prior to having earned same and leaves the employ of the Township, the Township shall be reimbursed from the employee's last

pay check.

C. Notification

1. If an employee is absent for reasons that entitle him to sick leave, he shall notify his supervisor no later than one (1) hour prior to his usual reporting time.
2. Failure to notify his supervisor may be cause for denial for the use of sick leave for that absence and constitute cause for disciplinary action.
3. Abuse of sick leave will subject an employee to disciplinary action.
4. Absence without notice for five (5) consecutive days shall constitute a resignation.

D. Medical Evidence

1. An employee who is absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. In addition, the Township may require proof of illness of an employee on leave, whenever such requirement appears reasonable.
2. In case of leave of absence due to exposure of contagious disease, a certificate from the Department of Health shall be required.
3. 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 by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health and well being of other employees.

ARTICLE XII COURT APPEARANCES

A. Appearance in any Court, by off-duty employees will be paid for at the rate of time and one-half with a minimum of four (4) hours.

B. Should transportation outside of the Township be required to make the appearance at a Court outside of the Township, the Chief of Police, at his option, shall designate a Township motor vehicle to be used or if none is available and the bargaining unit member must use his own vehicle he shall receive compensation at the current IRS rate per mile.

C. Requests for reimbursements are to be made on voucher approved by the Chief and then submitted to the Chief Financial Officer of the Township.

ARTICLE XIII
PERSONAL LEAVE

A. Full-time employees covered by this Agreement shall be entitled to personal leave as follows:

1 day after four (4) months of employment

1 additional day after eight (8) months of employment

1 additional day after twelve (12) months of employment

B. An employee shall be entitled to three (3) personal days for each calendar year thereafter, which leave shall not be accumulated from year to year.

C. A request for personal leave must be in writing not less than ten (10) calendar days prior to the date of its requested usage except in cases of documented emergency. Personal leave shall be subject to the approval of the Chief of Police.

ARTICLE XIV
CLOTHING ALLOWANCE

A. All current employees will be supplied with the following issue of equipment to be returned to the Township upon termination of the member or upon the expiration of the usefulness of the equipment:

- 1 Pair Jump Shoes
- 1 Pair Dress Shoes
- 1 Pair Rubber Rain Boots
- 3 All Weather Pants
- 3 Winter Shirts, and all required patches
- 3 Summer Shirts, and all required patches
- 1 Winter Coat
- 1 Baseball Hat
- 1 Ballistic Vest with Carrier Replacement, as required
- 1 Hat Badge
- 2 Breast Badge (Shirt, Coat)
- 1 Whistle Black with Lanyard
- 1 Name Badge
- 1 Set Collar Brass
- 1 Current Fire Arms Badge
- 1 Duty Belt 4 Keepers
- 1 Department Safety Holster
- 3 Mags Ammunition
- 1 Set Hand Cuffs, Case Keys
- 1 Jump Suit

- 1 Duty Weapon, Ammunition and Weapon
- 1 Badge Wallet and Scaled Down Badge
- 1 Rain Hat Cover
- 1 Gun Cleaning Kit
- 1 Neck Tie
- 1 Tie Bar
- 1 Light Weight Jacket
- 1 Pepper Mace
- 1 Set of BDU's

The foregoing equipment will be supplied to new hires within ninety (90) days after commencement of employment with the Township.

B. In the event the Township determines to make changes in the uniforms or equipment, such new items shall be furnished to employees.

C. Whenever uniforms or equipment become damaged or worn out beyond repair, they will be replaced by turning in such items to the Chief of Police.

D. After the first full year of service and each full year of service thereafter, employees will receive a uniform maintenance allowance in the amount of five hundred dollars (\$500), that will be paid in the last pay in June.

ARTICLE XV BEREAVEMENT LEAVE

A. Each full-time employee shall be granted up to a maximum of three (3) consecutive days without loss of regular straight time pay one (1) day of which shall be the day of death or day of funeral upon the death of a member of the employee's immediate family. Immediate family is defined as spouse, civil union partner, child, parent, brother or sister.

B. In the event of death of the employee's mother-in-law, father-in-law or grandchild, the employee will suffer no loss of straight time pay for the day of the funeral.

ARTICLE XVI HEALTH INSURANCE

A. The Township will provide individual or family health and/or dental insurance, whichever is appropriate in the employees' case. If the employee elects to use his spouse's health insurance, he/she will be reimbursed by the Township one-half (1/2) the Township cost of purchasing health insurance of the Township plan at the cost of individual coverage for the Township Employee.

B. The Township reserves the right to change insurance plans and/or carriers so long as in the

aggregate substantially similar benefits are provided.

ARTICLE XVII PERSONAL AUTOMOBILE

A. Employees shall be paid at the current IRS per mile for use of personal cars for Township business when authorized by the Chief of Police. In the event a Township vehicle is made available to the employee and the employee rejects the use of same, no allowance will be paid to the employee. Mileage allowance will not apply to travel to and from the basic police training academies, or schools attended voluntarily.

B. Police vehicles shall not be used for personal use.

C. Requests for reimbursements are to be made on voucher approved by the Chief and then submitted to the Chief Financial Officer of the Township.

ARTICLE XVIII EMPLOYEE RIGHTS

A. No officer shall be disciplined, reduced in rank, or denied any advantage without lawful cause. In all cases, actions may be taken or recommended by either the Chief of Police, Police Commissioner, or an agent of the Employer and shall not be made public. Minor disciplinary actions shall be subject to the Grievance Procedure set forth in Article VI.

B. Any time an officer is called before the Township Committee regarding an action which could adversely affect the continuation of employment of that officer, the officer shall be given notice of the meeting and reasons for same and shall have the right to have a representative of the Association and/or an attorney present to advise him/her at the meeting of the Township Committee.

C. Each officer shall have the opportunity to review and photocopy his/her personnel folder at least once every six (6) months by making such request in writing to the Chief of Police. In all cases, no material shall be placed in the personnel folder of an officer relating to disciplinary action without the officer's knowledge or without the employer affording the opportunity for the officer to initial the copy received from the Employer.

D. The Police Department agrees to follow the Attorney General's Guidelines and/or Burlington County Prosecutor's Guidelines for internal investigations and/or citizen complaints.

ARTICLE XIX
EDUCATIONAL INCENTIVE

A. An employee who engages in a college education will be reimbursed for tuition in accordance with the following:

1. College credits must be from accredited, Department of Education approved school.
2. The employee must receive prior approval from the Township Committee with respect to any specific course. Courses must be in the law field or Criminal Justice related.
3. The employee must maintain a "C" average or equivalent to qualify for reimbursement.
4. There shall be a cap of six (6) credits per year, per employee and the Township's obligation shall not exceed a two thousand (\$2,000.00) dollar annual department wide expenditure.
5. Reimbursement rate will be at the tuition rate for Burlington County College credits.
6. Eligibility for funds shall be on a first come first serve basis.

B. If any employee leaves active employment with the Township within three (3) years following the receipt of tuition reimbursement, the employee shall reimburse the Township at the rate of 100% during the first year, 67% during the second year, and 33% during the third year.

ARTICLE XX
INJURY LEAVE

An employee shall have the right to make a request to the Township Committee for a continuation of salary during time off resulting from an in the line of duty incurred injury. The Township Committee shall have the discretionary right to grant or deny such a request on a case by case basis.

This article and any actions taken or refrained from being taken by the Township Committee with respect to any requests made or which could have been made hereunder shall not be subject to review by means of the grievance procedure. Procedures shall be established for such requests that mirror the analogous statutory provision and shall be in accordance with Title 40 of the Laws of the State of New Jersey.

ARTICLE XXI
NON-DISCRIMINATION

Neither the Township nor the Association shall discriminate against any employee because of age, sex, marital status, sexual orientation, race, color, creed, national origin, political affiliation or membership in the Association.

ARTICLE XXII
MISCELLANEOUS

Except as otherwise specifically provided for by this Agreement, fringe and economic benefits shall apply to full-time employees only.

ARTICLE XXIII
SAVINGS CLAUSE

If any provision(s) of this Agreement is held to be invalid or contrary to law by federal or state legislation, government regulation or court decision, then such provision shall be removed from the Agreement and all other provisions shall remain in full force and effect.

ARTICLE XXIV
FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding by the parties on all bargainable issues which were or could have been the subject of negotiations. This Agreement supersedes any previous Agreement, verbal or written, between the parties.

ARTICLE XXV
DURATION

A. This Agreement shall be effective as of January 1, 2010 and shall continue in full force and effect through December 31, 2013. All economic and benefit improvements under this agreement shall be effective beginning January 1, 2010, unless otherwise agreed to by the parties.

B. The Agreement shall continue from year to year unless either party advises the other in writing no less than ninety (90) nor more than one hundred twenty (120) days prior to the expiration of the Agreement of a desire to negotiate over the terms of a new Agreement.

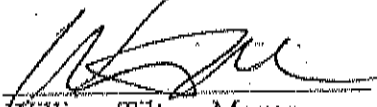
IN WITNESS THEREOF, the parties hereto have, by the authorized representatives, signed and sealed this Agreement:

ATTEST:


Amy Almonides, RMC/CMC

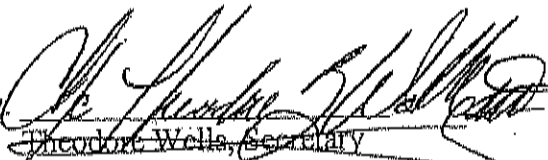
Dated: 6/16/2011

TOWNSHIP OF NORTH HANOVER

By: 
William Tilton, Mayor

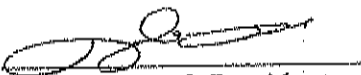
Dated: 6/16/2011

ATTEST:

By: 
Theodore Wells, Secretary

Dated: 6/16/11

NORTH HANOVER TOWNSHIP
POLICE ASSOCIATION

By: 
John Desmond, President

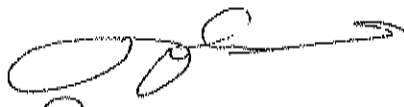
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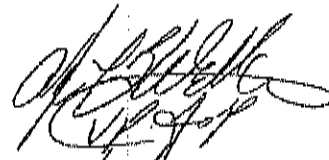
SCHEDULE A

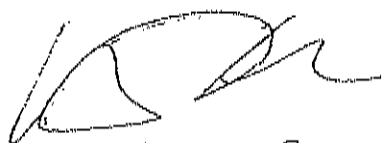
Payscale	2010	2011	2012	2013
STEP 1	\$29,873.00	\$ 29,873.00	\$ 29,873.00	\$ 29,873.00
STEP 2	\$31,067.92	\$ 31,067.92	\$ 31,067.92	\$ 31,067.92
STEP 3	\$32,310.72	\$ 32,310.72	\$ 32,310.72	\$ 32,310.72
STEP 4	\$33,603.44	\$ 33,603.44	\$ 33,603.44	\$ 33,603.44
STEP 5	\$36,873.00	\$ 36,873.00	\$ 36,873.00	\$ 36,873.00
STEP 6	\$41,000.00	\$ 41,000.00	\$ 41,000.00	\$ 41,000.00
STEP 7	\$46,700.00	\$ 46,700.00	\$ 46,700.00	\$ 46,700.00
STEP 8	\$48,500.00	\$ 48,500.00	\$ 48,500.00	\$ 48,500.00
STEP 9	\$49,500.00	\$ 49,500.00	\$ 49,500.00	\$ 49,500.00
STEP 10	\$56,859.63	\$ 56,859.63	\$ 56,859.63	\$ 56,859.63

Toomey Sgt1	\$66,976.53	\$ 68,316.06	\$ 69,655.59	\$ 70,995.12
Duff Sgt2	\$66,323.92	\$ 67,650.40	\$ 68,976.88	\$ 70,303.36
Desmond Cpl	\$59,134.02	\$ 60,316.70	\$ 61,499.38	\$ 62,682.06
Harnett	\$56,859.63	\$ 57,996.82	\$ 59,134.01	\$ 60,271.21
Leonard	\$56,859.63	\$ 57,996.82	\$ 59,134.01	\$ 60,271.21
Santiago	\$56,859.63	\$ 57,996.82	\$ 59,134.01	\$ 60,271.21
Noel	\$36,873.00	\$ 41,000.00	\$ 46,700.00	\$ 48,500.00
Wells	\$48,500.00	\$ 49,500.00	\$ 56,859.63	\$ 57,996.82

dy auto, clerk
6/16/11


President for
6/16/11


6/16/11


MAYOR