

AGREEMENT
BETWEEN
BOROUGH OF NORTH CALDWELL
AND
WEST ESSEX P.B.A. LOCAL 81

JANUARY 1, 2009 through DECEMBER 31, 2011

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PREAMBLE

THIS AGREEMENT, made and entered into at North Caldwell, New Jersey, this 29 day of June, 2010, by and between the **BOROUGH OF NORTH CALDWELL**, in the County of Essex, hereinafter referred to as the "Borough" or "Employer", and **WEST ESSEX POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 81**, hereinafter referred to as the "**P.B.A.**".

WITNESSETH

WHEREAS, the Borough and the P.B.A. recognize and declare that providing quality police protection for the Borough is their mutual aim; and

WHEREAS, the Borough Council and the Borough Administration retain basic decision-making power over fiscal and management questions; and

WHEREAS, the Borough has the obligation to negotiate with the P.B.A. as the representative of employees hereinafter designated with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement;

IN CONSIDERATION of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1

A. The Employer hereby recognizes the P.B.A. as the exclusive bargaining representative with respect to rate of pay, hours, and other conditions of employment for employees of the Police Department, who are classified as Patrolmen, Sergeants, and Lieutenants ("Officers"), excluding all other employees of the Borough.

ARTICLE II

A. Officers shall receive wage rates set forth in Schedule A or Schedule B, annexed hereto, based on the officer's date of hire. Retroactive pay from January 1, 2009, in accordance with Wage Schedule A, will be paid to those members of the North Caldwell PBA bargaining unit employed with the Borough as of March 29, 2010.

B. Incremental increases.

1. Upon recommendation of the Chief of Police and approval of the Borough Council, Officers will receive incremental increases on their anniversary date.

2. For all Officers who are subject to receive an incremental increase on their anniversary date, the Chief shall conduct a performance review on each such Officer in writing, and shall disclose the contents of such review to the Officer six (6) months prior to his anniversary date. Based upon the Officer's performance to date, the Chief shall indicate preliminarily whether he will recommend that the Officer shall receive their incremental raise.

3. In the event it would be the Chief's recommendation not to grant such increase, then the Chief shall specify the reasons for his decision, citing specific examples evidencing less than satisfactory performance. Additionally, the Chief shall specify a course of action to be taken by the Officer that, if followed, shall nullify the

Chief's preliminary unfavorable recommendation. The Officer and his or her squad leader shall be given the opportunity to respond to the Chief's preliminary review in writing.

4. Two (2) months prior to the Officer's anniversary date, the Chief will again conduct a performance review. In the event it is his decision not to recommend an increase, he will follow the procedure outlined in Paragraph 3, setting forth a reasonable period of time in which the Officer may remedy his or her deficiencies. At the end of such remedial period, the Chief shall again conduct a written review.

5. Any disagreements concerning the performance review procedure outlined above shall be subject to the Grievance Procedure of this Agreement.

C. In addition to the above, longevity payments shall be provided to covered officers as follows:

<u>LENGTH OF SERVICE</u>	<u>AMOUNT</u>
Completion of 10 years	5% of base rate
Completion of 15 years	8% of base rate
Completion of 20 years	10% of base rate
Completion of 24 years	12% of base rate

D. Officers assigned to the Detective Bureau shall receive an annual stipend of One Thousand (\$1,000.00) Dollars in addition to their regular wages. If an Officer is assigned to the Detective Bureau after January 1 of any year, the stipend will be pro-rated for the year of appointment. The stipend shall not be included in the calculation of any Officer's regular hourly rate of pay for purposes of computing premium rate of pay or any other purpose. The stipend shall be paid in the first pay period of December.

E. Any Officer possessing Emergency Medical Technician certification shall receive an annual stipend of Six Hundred (\$600.00) Dollars in addition to their regular wages. Should any Officer obtain Emergency Medical Technician Certification after January 1 of any year, the stipend will be pro-rated for that year. The stipend shall not be included in the calculation of any Officer's regular hourly rate of pay for purposes of computing premium rate of pay or any other purpose. The stipend shall be paid in the first pay period of December.

F. Any officer who works in place of a Sergeant as Officer in Charge (OIC) for six (6) hours shall receive top Sergeant's pay for those six (6) hours and any additional hours worked as OIC.

ARTICLE III

A. WORK WEEK & DAY

1. The regular work week shall be three (3) consecutive work days followed by three (3) consecutive non-work days, on a continuing basis throughout the term of this agreement.

2. The work day shall consist of twelve (12) consecutive hours in any one (1) day of the work week.

3. The regular work week for personnel within the Detective Bureau shall consist of forty (40) hours, specifically five (5) work tours, each being no more than eight (8) consecutive hours in duration within each day of a seven (7) day calendar week. The scheduling of such working tours shall be determined by the Chief of Police in consultation with the Detective Bureau based upon the operational needs of the Bureau.

4. The position of Administrative Officer shall provide for a regular work week which shall consist of forty (40) hours, specifically five (5) work tours, each being no more than eight (8) consecutive hours in duration within each day of a seven (7) calendar week. The schedule of such working tours shall be determined by the Chief of Police in consultation with the Administrative Officer based upon the operational needs of the Department. Overtime for the Administrative Officer shall accrue after the eighth (8th) consecutive hours in said Officer's normal work tour or on said Officer's regularly scheduled day off. All other terms of overtime compensation as defined herein shall apply to the Administrative Officer.

5. No Officer's work schedule will be involuntarily changed, altered, or modified on less than sixty (60) day's notice unless the need for such change, alteration, or modification was not known by such date or the need is occasioned by an emergency.

B. OVERTIME

1. (a) In the event an Officer is directed by a superior or reasonably required by circumstance to continue working after the completion of the twelfth (12) consecutive hour of his normal work day, any such work shall constitute overtime work which shall be compensated for at the premium rate of time and one-half his or her regular hourly rate of pay, with a minimum guarantee of two (2) hours premium pay.

(b) Overtime for the Detective Bureau shall accrue after the eighth (8th) consecutive hours of his or her normal work tour or on his or her regularly scheduled day off. All other terms of overtime compensation as defined herein shall apply to the Detective Bureau.

(c) Effective with the signing of this agreement, all extra duty work (performed for an outside contractor) shall be paid through the Borough payroll system at the employee's time and one-half (1 ½) rate of compensation. The Employer shall be permitted to add a ten percent (10%) surcharge to said rate. The Borough shall take any and all lawful steps, including but not limited to classifying all extra duty work as "law enforcement work", to insure that all extra duty work shall be offered first to members of the P.B.A. employed by the Borough of North Caldwell Police Department before being offered to any other individuals, entities, or organizations.

2. (a) Any Officer who is asked or required by a superior to return to work after the completion of his or her regularly scheduled shift shall be compensated for such call-in overtime work at his or her premium rate of time and one-half his regular hourly rate of pay, with a minimum guarantee of two (2) hours of premium pay. "Work", for purposes of this subparagraph, shall mean regular police duty work and required attendance at training and departmental meetings. However, for the purposes of this subsection, "regular police duty work" shall not include a required return to work for disciplinary reasons.

(b) Any Officer who is required to appear before any Grand Jury, Juvenile Court, Municipal Court, any upper Court, or other agency which requires the Officer's presence for any judicial, administrative, or investigatory procedure at a time other than his or her regularly scheduled work shift, shall be compensated at the premium rate of time and one-half his or her regular rate for all such hours with a minimum guarantee of two (2) hours pay.

C. MANNER OF PAYMENT FOR OVERTIME

1. Officers entitled to overtime pay under this Article may be compensated in either cash payment or "compensatory time off"; all overtime hours worked multiplied by one and one-half, at the discretion of the Officer with the approval of the Chief of Police. No Officer shall be eligible to accumulate compensation time off in excess of a maximum of sixty (60) hours total time off.

2. In the event an Officer reaches the maximum accumulation of compensatory time, any overtime hours shall compensated in cash payments until such time as the Officer's accumulation of compensatory time is less than the maximum. When it is again permissible, the Borough may again allocate overtime hours to be paid in the form of compensatory time.

D. The provisions of Sections B and C of this Article shall not apply to any Officer who voluntarily switches shifts at the request of another Officer or who voluntarily remains on shift for an Officer reporting late to work.

E. Officers shall have an equal opportunity to work overtime when occasioned by fellow Officers being on sick leave, vacation or attendance at police-related functions.

ARTICLE IV

PENSION AND INSURANCE

A. The Employer shall provide to each Officer and his or her dependents the following insurance protection:

1. New Jersey State health Benefits Program

2. Life Insurance in the amount of the Officer's base annual salary (rounded off to the next highest Five Hundred (\$500.00) Dollars, with two times the basic coverage in the event of accidental death.
3. Dental coverage with \$1,000.00 maximum yearly coverage 50/50 co-insurance factor, and no deductible; Ortho III - \$1,500.00 maximum.
4. False Arrest Insurance, in amounts not less than that which existed on Janaury1, 1974.
5. General liability coverage.

B. Beginning May 21, 2010, all Officers shall contribute 1.5% of pensionable base salary toward their health care premiums, as per State Statute.

C. Beginning on January 1, 2011, all newly hired officers will be required to enroll in NJDIRECT15 Plan offered by the State Health Benefits Plan or pay the difference in premiums between the plan selected and the NJDIRECT15 Plan. Co-Pays shall remain the responsibility of the Officer.

D. Pension and retirement benefits shall be provided in accordance with the Statutes of New Jersey.

E. The Employer shall present each newly hired Officer with a Summary Plan Description explaining his or her insurance benefits, consistent with the requirements of ERISA, as detailed in U.S. Labor Department Regulations, not later than sixty (60) days after his employment becomes permanent.

ARTICLE V

VACATION, HOLIDAY AND SCHEDULE TIME BANK

A. 1. The following paid vacation schedule shall apply to Officers covered by this Agreement:

<u>LENGTH OF SERVICE</u>	<u>VACATION TIME</u>
Less than one (1) year	Eight hours per month of service (not to exceed 96 hours)
Two through five years	96 hours
Six through ten years	120 hours
Over ten years	180 hours

2. Subject to the reasonable approval of the Chief, up to thirty six (36) hours of the paid vacation time in the above schedule due to an Officer in any contract year shall be reserved for personal use by the Officer as “Administrative Leave” on occasions when an Officer requests such time to attend to a personal matter.

3. Subject to the reasonable approval of the Chief, Officers will be permitted, but shall not be required, to take at least two (2) weeks of their vacation time consecutively. Officers will be further permitted, but shall not be required, to take such consecutive vacation weeks during the period between the last week in June and Labor Day.

4. All unused vacation, whether or not same has been set aside as “Administrative Leave”, shall be accumulated or paid consistent with past practice with respect to accumulated vacation time.

5. Vacation selection shall be done in order of seniority within the department, shift assignment by rank.

B. HOLIDAYS

1. All Officers shall be provided with fourteen (14) paid holidays per year (112 hours), which payment shall be included in the employee's periodic paycheck as part of annual compensation.

2. In the event the Employer shall declare, grant or create paid holiday(s) in excess of the number set forth in this Agreement for other Borough employees, such additional holiday(s) shall be extended to the Officers without the need for further negotiations. This provision shall also apply in cases where the Employer shall voluntarily provide paid time off for other groups of Borough employees.

3. Whenever an employee is ordered into work on any of the following listed premium holidays, then said employee shall receive compensation at the double time rate of payment. Premium holidays covered by this paragraph are as follows: New Year's Day, Easter, Independence Day, Thanksgiving, and Christmas. The holiday definition for call in purposes shall be the entire 24 hour holiday day. The entire 24 hour holiday day shall be covered.

4. New Year's Eve and Christmas Eve shall be added to the coverage of paragraph 3 effective January 1, 2003. Bargaining unit members work on two shifts (6:30 a.m. to 6:30 p.m., day shift, and a 6:30 p.m. to 6:30 a.m., night shift). The Borough agrees to pay double time to an Officer called in for the night shift on New Year's Eve and Christmas Eve for the hours worked on December 31 and December 24, respectively.

This agreement does not extend double pay to Officers called in to work on day shift on those specific dates (December 24 and 31).

C. SCHEDULE TIME BANK: Each Officer working a twelve hour shift shall be credited with one hundred-ten (110) hours in a “schedule time bank” on each successive January 1st for the current year. The one hundred-ten (110) hours in the Officer’s schedule time bank shall be used at the Officer’s sole discretion as vacation time, subject to the Department’s approval pursuant to the procedures for taking vacation. In the event that an officer leaves the Department for any reason during the course of the year, the time in the schedule bank shall be prorated as said time was carried prior to the Officer leaving the Department. All time earned must be used in the year it is earned and shall not accumulate or be carried over except upon the approval of the Chief of Police.

ARTICLE VI

GRIEVANCE PROCEDURE

To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to complaints occurring under this Agreement the following procedures shall be used.

For purposes of this Agreement, the term “grievance” means any complaint, difference, or dispute between the employer and any employee or the employee organization with respect to the interpretation, application, or violation of any of the provisions of this Agreement or any applicable rule or regulation or policies, agreements or any administrative decision affecting any employee(s) covered by this Agreement.

The procedure for settlement of a grievance shall be as follows:

STEP ONE – In the event that any employee covered by this Agreement has a grievance, within ten (10) working days of the occurrence of the event being grieved, the employee shall present the grievance in writing to the Chief of Police or the Officer in charge of the Department in the event of the Chief's absence.

STEP TWO – If the Association wishes to appeal the decision of the Chief of Police (or the Officer in Charge if the Chief is absent), it shall be presented in writing to the employer's governing body or its delegated representative within ten (10) working days of the day the decision is rendered. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The employer's governing body or its delegated representative shall give the Association the opportunity to be heard and will render its decision in writing within twenty (20) days of receipt of the written grievance or within ten (10) days of the hearing date, whichever is later.

STEP THREE – (1) If no resolution satisfactory to the grievant is reached at Step Two, then within five (5) working days of the issuance of the written decision in Step Two, the grievance may be referred to the Public Employment Relations Commission for the selection of an arbitrator, pursuant to the rules of said Commission. The decision of the arbitrator shall be final and binding upon the parties.

(2) It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the employer's governing body or its representative on the grievance.

(3) Employees covered by this Agreement shall have the right to process their own grievance without a representative.

(4) The cost of the arbitrator shall be borne equally by the parties but each shall be responsible for such other costs as each may incur.

ARTICLE VII

LEGAL REFERENCE

Nothing contained in this Agreement shall in any way diminish the authority conferred by Law, Ordinance, Resolution or Administrative Code and Police Department Rules and Regulations upon any Borough Official or in any way abridge or reduce such authority, and the Borough reserves the full right and authority to make any additions and modifications of the foregoing as it may deem necessary and advisable from time to time. This Agreement shall be construed as requiring the Borough Officials to follow the terms contained herein, to the extent that they are applicable in the exercise of the powers conferred upon them by law.

Nothing contained herein shall be construed to deny or restrict to any Officer such rights as they may have under any other applicable Laws and Regulations.

ARTICLE VIII

MANAGEMENT RIGHTS

A. Except as modified by provisions of this Agreement, the Borough of North Caldwell reserves and retains solely and exclusively all of its statutory, common law, and administrative rights to manage the operation of the Police Department of the Borough of North Caldwell, and such shall include, but shall not be limited to, its rights to determine the existence or non-existence of facts which are essential to the proper operation of the Borough Police Department and/or management decisions, to establish or continue policies, practices or procedures for the conduct of the Police Department and its services

to the citizens of North Caldwell, and from time to time, to change or abolish such practices or procedures; the right to determine and, from time to time, redetermine the number, locations and relocations and types of its Officers and employees or to require it to discontinue any performance by Officers and employees; to determine the number of hours per day or week any operation of the Police Department may be carried on; to select such Officers in accordance with the requirements determined by the Department of Police and Borough Authorities; to establish training programs and upgrading requirements for Officers and/or employees within the Department; to establish and change work schedules and assignments; to transfer, promote, or demote Officers or employees for just cause, or to lay off, terminate or otherwise relieve Officers or employees from duty for lack of work or other legitimate reasons; to determine the facts of lack of work; to alter, make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge, or otherwise discipline Officers and/or employees for just cause and otherwise to take such measures as the Borough may determine necessary for the orderly and efficient operation of the Department of Police for the Borough of North Caldwell, New Jersey, provided however, nothing herein shall prevent an Officer from presenting his grievance for the alleged violation of any article or specific terms of this Agreement under the provisions of this Grievance Procedure.

ARTICLE IX

RULES AND REGULATIONS

1. The Borough of North Caldwell has promulgated Rules and Regulations for the operation of the Police Department. Before any modification of said Ordinances or Rules and Regulations which affect working conditions are promulgated, the Employer

or its designee shall negotiate such changes prior to implementation with the P.B.A. as exclusive bargaining representative.

2. Every employee covered by this contract shall be provided with a full and complete copy of the entire rules and regulations book manual as well as any amendments that may exist thereto. All future updates or modifications shall be provided in writing to each employee.

ARTICLE X

DISCRIMINATION OR COERCION

There shall be no discrimination, interference, or coercion by the Borough or any of its agents against the employees represented by the P.B.A. because of membership or activity in the P.B.A. The P.B.A. or any of its agents shall not intimidate or coerce employees into membership. Neither the Borough nor the P.B.A. shall discriminate against any Police Officer because of race, color, age, sex, or national origin.

ARTICLE XI

LAW AND ORDER

A. It is recognized that the prevention of crime, the preservation of Law and Order, and the protection of life and property is the responsibility of the Borough and the members of the Police Department, and it is further recognized that the need for continued and uninterrupted operation of the Police Department is of paramount importance to the citizens of the community; therefore, there shall be no interference with such operations.

B. Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, there shall not be and the P.B.A., its Officers,

members, agents or principals, will not engage in, encourage, sanction or suggest strikes, slow downs, mass resignations, mass absenteeism or other suspension of, or interference with, normal work operations.

ARTICLE XII

EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete Agreement between the parties, and together with the Rules and Regulations and applicable existing ordinances of the Borough embodies all the terms and conditions governing the employment of Officers in the Police Department. The parties acknowledge that they had the opportunity to present and discuss proposals on any subject which are (or may be) subject to collective bargaining. Any reference to "employee, Officer or Patrolman" shall mean the Officers covered by the conditions of this Agreement.

ARTICLE XIII

SICK LEAVE

A. All Officers shall receive one hundred fifty (150) hours of sick leave per contract year, to be used in case of non-occupational illness or injury not covered by Workmen's Compensation or for illness of household dependants. New Officers shall earn, during their first year, sick leave at the rate of twelve point five (12.5) hours per month of service to a maximum of one hundred fifty (150) hours per contract year, to be used in case of non-occupational illness or injury not covered by Workmen's Compensation or for illness of household dependants.

B. Unused sick leave will be accumulated and up to one thousand four hundred (1,400) hours of accumulated sick leave shall be paid to the Officers at 100%

percent of the Officers' then existing rate of pay as terminal leave at the time of retirement or by virtue of work-connected disability causing separation. There is no lifetime maximum limitation on the amount of accumulated sick leave that an officer can cash in and sell back to the Borough. The accumulation above 1,400 hours may be used by an Officer in the event of catastrophic illness, but the Officer will be restricted to 1,400 hours of sick leave for purposes of payment as terminal leave at the time of retirement or by virtue of work-connected disability causing separation. Each employee covered by this Contract shall have an annual opportunity, in the Officer's sole discretion, to cash in accumulated sick leave up to fourteen hundred (1,400) hours per annum or put the unused sick leave into the sick leave bank, even if this results in an accumulation above 1,400 hours. Said option shall be exercised by December 1 of each year and said opting employee shall be paid at one hundred percent (100%) of the officers' daily rate for all hours so cashed in up to a maximum of 1,400 hours. Payment for any hours cashed in at the end of the year shall be made in January of the following year. Such request shall be made in writing to the Chief of Police.

C. The Employer, through its duly authorized representative, shall certify in writing to each employee covered by this Agreement as of December 31 of each calendar year said employee's accumulated sick leave as of that date.

D. An employee may receive a cash payment of no more than one thousand four hundred (1,400) hours of accumulated sick leave referenced in Section A above on the date of retirement or time off prior to the effective date of retirement at his or her option as terminal leave. In the event cash is requested, notice must be given by February 1 of the year in which the employee is to retire. Failure to provide such notice by the

employee may result in payment being made in the first payroll of January following the effective date.

E. In the case where all time for sick leave is exhausted, including the employee's accumulated bank referenced in Section A above, then the Officer may apply to the Employer through the Public Safety Commission for a "loan" of next year's sick leave under Section A, which application shall be decided on a "case-by-case" basis.

F. The Borough shall have the right to discontinue payment in accordance with appropriate medical certificates, and any Officers so affected shall have the right to exercise the provisions of the Grievance Procedure.

G. Any Officer who sustains a job connected illness or injury will receive full pay from the Borough for a period not to exceed 12 months or the commencement of payment of a disability pension, whichever shall occur first. The Borough shall have the right to discontinue payment in accordance with appropriate medical certificates, and any Officer so affected shall have the right to exercise the provisions of the Grievance Procedure.

H. An Officer who is absent in excess of a total of ten (10) work days due to illness during the calendar year will be required to present proof of illness for subsequent illnesses. Any Officer who is absent due to illness for three (3) consecutive work days will be required to present proof of illness satisfactory to the Borough.

I. Officers receiving sick leave pay shall receive only the difference between any sums received from Workmen's Compensation or disability benefits and their regular salary.

J. Any Officer with five or less years of service, not utilizing any hours of sick leave as provided herein during the calendar period of January 1, through June 30, shall be credited with eighteen (18) hours of additional time in his unused sick leave account.

K. Any Officer with five or less years of service, not utilizing any hours of sick leave as provided herein during the calendar period of July 1, through December 31, shall be credited with eighteen (18) hours of additional time in his unused sick leave account.

L. In the event that sick leave is utilized by any Officer with five years of service of less beyond thirty-six (36) hours during the period July 1 through December 31, credit earned as provided in paragraph J, if any, shall be forfeited.

ARTICLE XIV

GENERAL AND MISCELLANEOUS

A. Uniforms and Equipment

1. Each new Officer of the Police Department covered by this Agreement will be provided with the following issue of uniform:

3 Short Sleeve Shirts	3 Long Sleeve Shirts
1 Short Sleeve TDU Shirt	1 Long Sleeve TDU Shirt
2 Uniform Pants	1 Pair TDU Pants
1 Uniform Hat	1 Dress Blouse
	1 Tie
1 Winter Hat COAT	1 Polo 511 Type Embroidered
1 Rain Cover	1 Belt
1 Rain Coat	1 Approved weapon and holster
1 Pair Boots/Shoes	1 Handcuffs
1 PR-24	1 OC Spray and Riot Gear

(Handwritten notes: a circled 'm' above 'Uniform Hat', a signature over 'Winter COAT', and '7/6/10' next to '1 Pair Boots/Shoes')

New Officers shall receive substantially all of the above items upon reporting to duty after successful completion of their courses of study at the Police Academy. They shall receive all of the above items not later than upon being promoted to permanent status on the force.

2. (a). Each Patrolman will be provided with an annual uniform and replacement and maintenance allowance of seven hundred (\$700.00) dollars for the contract year, which allowance shall be paid in a single lump sum upon presentation of an executed claim voucher by the Patrolman.

(b). Each Sergeant and Lieutenant shall receive a uniform replacement and maintenance allowance of seven hundred (\$700.00) dollars payable in the same manner as Patrolmen.

(c). Probationary Patrolmen shall be provided with an annual uniform maintenance allowance of three hundred (\$300.00) dollars which shall be paid in full mid-way (six months) through the probationary period. Upon successful completion of the probationary period, the Patrolman shall thereafter receive, for the balance of the contract year, his or her pro-rata portion of the uniform allowance for permanent officers. Thereafter, said employee shall receive his or her clothing allowance payable in the same manner as the permanent employees covered by this Agreement.

3. Any uniform items damaged in the line of duty that are not reparable shall be replaced by the Borough.

4. In the event the Employer orders a change in the standard uniform or equipment to be worn by all Officers, the Employer shall issue such item or items to all

present Officers and such item or items shall become part of the standard issue to new Officers under this Section.

5. At all times while on duty, all officers on a shift must wear the same uniform style.

B. Expense Reimbursement

Officers required to use their own cars for work-related reasons or for training shall be reimbursed for mileage between the police department and the destination at the IRS mileage rate then in effect. Meal allowance reimbursement at actual cost upon presentation of voucher and receipts will be paid when the Officer is required to perform duties outside the Borough.

ARTICLE XV

BEREAVEMENT PAY AND MILITARY SERVICE LEAVE

A. Death in the Immediate Family: An Officer covered by this Agreement, on application to his or her Commanding Officer, shall be granted up to three (3) consecutive days of absence and shall suffer no loss of regular pay on the death of wife, husband, father, mother, grandparent, step-mother, step-father, mother-in-law, father-in-law, son, daughter, step-son, step-daughter, brother, sister, step-brother, step-sister, or other member of his or her household not herein described. In special or unusual circumstances, the Chief of Police may grant additional time off, in his discretion; such additional time shall be granted against current sick leave credits.

B. Leave Allowance in Special Cases

1. In special or unusual cases, a Commanding Officer may allow an Officer to attend funeral or memorial services for someone other than those persons enumerated

in Section A. The intent of this provision to cover the situation in which someone other than the immediate kin has raised the Police Officer, or had a very close relationship with him or her. Such leave granted shall be charged against current year sick leave credits.

C. Application for Bereavement Leave

1. Application for a bereavement leave shall be executed by employees on the form provided in which shall be stated the specific relationship between the deceased and the Officer and the days in which they request to be absent. It shall be incumbent upon the Commanding Officer granting this leave to verify the death of the deceased and the relationship of the subordinate to the deceased.

D. Military Service Leave

1. An Officer who is a member of a reserve force of the United States or any State and who is ordered by appropriate authorities to attend a training program or perform other duties under the United States or any State shall be granted a leave of absence during the period of such activity with no loss of time or pay not to exceed thirty (30) days per calendar year, except in case of emergency, provided such orders are substantiated.

2. The Officer shall provide the Chief with a copy of his or her orders and drill schedules as far in advance as possible.

ARTICLE XVI

LEGAL AID

The Employer will provide legal representation to employees covered by this Agreement in accordance with N.J.S.A. 40A:14-155.

ARTICLE XVII

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee, member or group of employees or members is held to be invalid by operation of law, by any Court, administrative body, or other tribunal of competent jurisdiction, then the parties agree to reopen negotiations with respect to the impact of such invalid provision consistent with the law relation to negotiations and interest arbitration as set forth in N.J.S.A. 34:13A-3, *et seq.*; however, all other provisions and application contained herein shall continue in full force and effect, and not be affected thereby.

ARTICLE XVII

SENIORITY

A. Purpose: Each Officer shall be granted seniority upon his or her total length of continuous service with the Borough including any service which must be credited under applicable State law. Seniority shall only prevail for purposes of lay-offs and recall except as provided in Section D of this Article.

The Borough shall not hire additional Officers nor assign any other Borough personnel to perform duties normally performed by an Officer while any Officer is on lay-off status. When a lay-off occurs, the least senior Officer in the Department shall be laid off first.

B. Continuation: Seniority shall be broken under the following circumstances:

1. Voluntary termination
2. Discharge for just cause without subsequent reinstatement
3. Failure to report back to work within five (5) work days after

receipt of notification of recall.

C. Recall:

1. Officers on lay-off status shall be recalled in the inverse order of lay-off.
2. In the event of recall, the Employer shall serve written notice, by registered mail, return receipt requested, upon the P.B.A. and the Officer affected, directing such Officer to report back to work within five (5) work days after receipt.

ARTICLE XIX

EDUCATION CREDITS

A. Attainment of formal education credits shall be recognized and compensated for Officers covered by this Agreement as follows:

1. Upon the attainment of an Associate's Degree, Officers covered by this Agreement will receive annually Five Hundred (\$500.00) Dollars in addition to their base annual salary.
2. Upon the attainment of a Bachelor's Degree, Officers covered by this Agreement will receive annually One Thousand (\$1,000.00) Dollars in addition to their base annual salary.

3. The aforementioned degree(s) shall be those granted by a recognized college or university and shall have been granted for completion of a course of study directly related to law enforcement.

B. Payments pursuant to Section A shall be made in one lump sum on the first pay period occurring in November of each year.

ARTICLE XX

REPRESENTATION FEE IN LIEU OF DUES FOR NON-MEMBER BARGAINING UNIT EMPLOYEES

Section 1.

The Association having made membership available for all employees covered by the within unit on an equal basis, it is, therefore, agreed between the parties that all non-member employees are required to pay a representation fee in lieu of dues as a condition of employment. Any new employee in the bargaining unit who does not join the Association within thirty (30) days from the Police Academy graduation, any existing permanent non-member employee who does not join the Association within thirty (30) days from the execution of this current amendment, and any permanent employee previously employed within the unit who does not join within ten (10) working days of re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the Association by automatic payroll deduction. This fee shall not exceed eighty-five percent (85%) of the regular membership dues, fees, and assessments, as permitted under the New Jersey Employer Employee Relations Act, as amended, P.L. 1979 c. 477 (N.J.S.A. 34:3A-5.5). The Association shall certify to the Employer that the

amount of said fee is as permitted by law and the Association has established and maintains a demand and return system as required by N.J.S.A. 34:13A:5.5 and 5.6.

Section 2.

The Employer shall deduct such fee by means of a payroll deduction and remit same to the Treasurer of the Association together with the list of names of all employees for whom the deductions were made by the tenth (10th) day of the succeeding month after such deduction are made.

Section 3.

The Association may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Association membership dues, fees and assessments. The Association's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Association remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Association and the Employer.

Section 4.

The Association agrees that it will indemnify and save harmless the Borough against any and all actions, claims, demands, or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the Borough at the request of the Association under this Article.

ARTICLE XXI

DURATION

A. This Agreement shall be effective January 1, 2009 through December 31, 2011, and thereafter until either party serves written notice at least sixty (60) days prior of its desire to modify or terminate this Agreement.

B. Upon receipt of such notification, the parties agree to engage in negotiations within fifteen (15) days thereafter, unless it is mutually agree to extend the number of days.

C. If written notification is not provided as stated herein, this Agreement shall be renewed for additional one (1) year terms.

IN WITNESS WHEREOF, that parties hereto have hereunder affixed their signatures.

P.B.A. LOCAL 81
(North Caldwell Unit)

BOROUGH OF NORTH CALDWELL

By: Bill Lytle

By: Mel Levine

Witness:

By: William Murphy

By: Susan Best

SCHEDULE A

WAGE RATES

	<u>Eff. 1/1/09</u>	<u>Eff. 1/1/10</u>	<u>Eff. 1/1/11</u>
Lieutenants	\$102,513.84	\$102,513.84	\$105,589.26
Sergeants	\$ 95,989.82	\$ 95,989.82	\$ 98,869.51
(After 12 months in rank)			
1st Year	\$ 87,269.84	\$ 87,269.84	\$ 89,887.94
Patrolmen			
1st Class	\$ 85,574.46	\$ 85,574.46	\$ 88,141.69
2nd Class	\$ 71,877.52	\$ 71,877.52	\$ 74,033.85
3rd Class	\$ 61,601.21	\$ 61,601.21	\$ 63,449.25
4th Class	\$ 51,322.84	\$ 51,322.84	\$ 52,862.53
Probationary	\$ 35,429.00	\$ 35,429.00	\$ 35,429.00

SCHEDULE B

WAGE RATES

For Police Officers Hired After 1/1/10

	Eff. 1/1/09	Eff. 1/1/10	Eff. 1/1/11
Lieutenants	\$102,513.84	\$102,513.84	\$105,589.26
Sergeants	\$ 95,989.82	\$ 95,989.82	\$ 98,869.51
(After 12 months in rank)			
1st Year	\$ 87,269.84	\$ 87,269.84	\$ 89,887.94
Patrolmen			
1st Class	\$ 85,574.46	\$ 85,574.46	\$ 88,141.69
2nd Class	\$ 71,877.52	\$ 75,545.37	\$ 77,811.73
3rd Class	\$ 61,601.21	\$ 65,516.28	\$ 67,481.76
4th Class	\$51,322.84	\$ 55,487.18	\$ 57,151.80
5th Class		\$ 45,458.09	\$ 46,821.83
Probationary	\$35,429.00	\$35,429.00	\$35,429.00

RESOLUTION

Susan Best

BOROUGH OF NORTH CALDWELL, ESSEX COUNTY, NEW JERSEY

R-93-10

TITLE: A RESOLUTION AUTHORIZING AND DIRECTING EXECUTION OF COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN THE BOROUGH OF NORTH CALDWELL AND PBA LOCAL 81

WHEREAS, the PBA Local 81 is the bargaining unit for certain employees of the Borough of North Caldwell working in the Borough's Police Department; and

WHEREAS, the Borough and the PBA Local 81 were able to reach agreement on a collective bargaining agreement for the period January 1, 2009 to December 31, 2011 through the arbitration process; and

WHEREAS, the Borough and the PBA Local 81 seek to memorialize the agreement of the parties regarding those terms and conditions of employment agreed to, and have both parties execute a collective bargaining agreement with these terms.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE BOROUGH OF NORTH CALDWELL, COUNTY OF ESSEX, STATE OF NEW JERSEY, AS FOLLOWS:

1. The Mayor of the Borough of North Caldwell and other officials of the Borough be and are hereby authorized and directed to execute the Collective Bargaining Agreement by and between the borough and the PBA Local 81 covering the period of January 1, 2009 to December 31, 2011, in the form as annexed hereto, following execution of said agreement on behalf of the PBA Local 81.
2. This Resolution shall take effect immediately upon passage and publication in accordance with law.

COUNCIL MEMBER	YES	NO	ABSTAIN	ABSENT	COUNCIL MEMBER	YES	NO	ABSTAIN	ABSENT
ALESSI	X				CHIAIA	X			
ASTORINO	X				FOST	X			
CAMPBELL	X				SANTOMAURO	X			

IT IS HEREBY CERTIFIED THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF A RESOLUTION ADOPTED BY THE BOROUGH COUNCIL OF THE BOROUGH OF NORTH CALDWELL AT A MEETING OF SAID COUNCIL HELD ON JUNE 29, 2010.

Susan Best
Susan Best, Borough Clerk

Mel Levine
Mel Levine, Mayor