

to be added to file

Addendum to 1979-1981 agreement

A G R E E M E N T

BETWEEN

BOROUGH OF RIVER EDGE, Borough of

AND

P.B.A. LOCAL NO. 201  
(THE RIVER EDGE POLICE DEPT.)

Both parties agree that the present contract be continued in its entirety with the addition of Attachment "A" (1981 Base Salary Guide) through the contract period ending December 31, 1981.

X

William M. Dwyer  
MAYOR & COUNCIL  
BOROUGH OF RIVER EDGE

John J. [Signature] - STATE DELEGATE  
PRESIDENT, P.B.A. LOCAL NO. 201  
Alfred [Signature] Pres.

DATED March 9, 1981

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Labor Relations  
SEP 21 1981  
RUTGERS UNIVERSITY

APPENDIX "A"

	1981	BASE SALARY GUIDE
LIEUTENANT		\$24,028
SERGEANT		\$22,805
PTL. 1st		\$21,258
PTL. 2nd		\$19,030
PTL. 3rd		\$16,932
PTL. 4th		\$15,622
STARTING		\$13,500

*A. Sabino*  
*Orange Juice*

*March 9, 1981*

3-0384

1/11/77  
P. 50  
Boro Copy

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NOT CIRCULATE

SEP 27 1979

RUTGERS UNIVERSITY

A G R E E M E N T

Between

BOROUGH OF RIVER EDGE

and

RIVER EDGE PBA LOCAL NO. 201

(THE RIVER EDGE POLICE DEPARTMENT)

1979-1980

AGREEMENT BETWEEN

BOROUGH OF RIVER EDGE

RIVER EDGE PBA LOCAL #201 (THE RIVER EDGE POLICE DEPARTMENT)

THIS AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_ by and between the BOROUGH OF RIVER EDGE, with its principal place of business at 705 Kinderkamack Road, River Edge, New Jersey, hereinafter called "The Borough," and RIVER EDGE PBA LOCAL #201, affiliated with the NEW JERSEY STATE POLICEMEN BENEVOLENT ASSOCIATION, hereinafter called "The PBA" with principal place of business, care of the River Edge Police Department, 705 Kinderkamack Road, River Edge, New Jersey.

WHEREAS, both parties to this Agreement have reached an understanding with respect to the employer, employee relationship existing between them, and wish to enter into an agreement,

NOW, THEREFORE, in consideration of the terms, conditions and mutual promises and covenants hereinafter set forth, the parties agree as follows:

ARTICLE I

TERM OF AGREEMENT

(1) The term of this Agreement shall be from January 1, 1979 to December 31, 1980, and it shall take effect upon execution by both parties. All economic aspects of this Agreement are retroactive to January 1, 1979, unless otherwise specified provided herein.

(2) In the event the parties do not enter into a new agreement on or before midnight of December 31, 1980, then the Agreement shall continue in full force and effect from month to month, subject to being terminated upon written notice by either party at least thirty (30) days prior to any intended expiration date. In any event, any renegotiation shall be pursuant to the rules of the Public Employment Relations Commission.

(3) All notices shall be served by either party on the other party stating such intention to terminate or amend the Agreement and shall be sent by certified mail, return receipt requested, in the case of the Borough to the Borough Clerk at the Municipal Building, and in the case of the Employees to the PBA Local #201, River Edge Police Department.

(4) The parties agree that they will exchange proposals for any proposed changes in this Agreement pursuant to the rules of the Public Employment Relations Commission.

(5) The parties further agree that salary negotiations for 1981 will begin on or about September 1, 1980.

## ARTICLE II

### RECOGNITION

(1) The Borough recognizes the River Edge PBA Local #201 as the sole and exclusive bargaining agent of the bargaining unit for hours, wages and terms and conditions of employment. The bargaining unit shall consist of all full time law enforcement personnel of the River Edge Police Department, (with the exception of the Chief of Police and Captain of Police)

(2) Those PBA members designated as the negotiating committee may attend all collective negotiations with the Borough provided that those men on duty at the time shall be on call with the additional proviso that such absence from regular work assignments will not seriously interfere with the Borough's operations, and shall have the approval of the Chief of Police. Members of the PBA's negotiating committee on duty at the time that the negotiation sessions are being held shall suffer no loss of regular straight time pay for time spent on such negotiations.

(3) Collective negotiating meetings shall be held at times and places mutually convenient at the request of either the Borough or the Employees.

(4) The duly authorized negotiating agents of either the Borough or the PBA are not required to be employees of the Borough.

## ARTICLE III

### PROBATION PERIOD

After signing of this Agreement, employees appointed to a full time position of employment, shall be probationary employees for a six (6) month period. An employee may be dismissed by the Borough during the probationary period without recourse. Employees under probation shall not have recourse to any grievance or arbitration procedure under this Agreement.

## ARTICLE IV

### APPLICABLE LAW

The parties recognize and affirm that their relationship is governed by the New Jersey Public Employment Relations Act, Chapter 303 of the Laws of the 1968 (N.J.S.A. 34:13A-1, et seq.) and that they are bound by the rules and regulations of the New Jersey Public Employment Relations Commission. However, either party to the extent permitted by law may appeal an adverse decision of the aforesaid Commission to a court of competent jurisdiction.

## ARTICLE V

### CHECKOFF

(1) The Borough agrees to deduct from the pay of each employee in the bargaining unit, a sum certified in writing by the treasurer of the PBA to be uniform PBA dues and/or initiation fees; such deductions will be made only upon receipt by the Borough of a card authorizing said payroll deductions which is signed by the employee.

(2) The card shall be in a form agreed to by the Borough and the PBA and shall be irrevocable for the length of this Agreement.

(3) The card shall be filed with the Borough Clerk of the Borough and shall become effective in the first pay period of the first month after it has been received.

(4) The deductions shall be made from the first pay period of each month and said deductions shall be mailed within five (5) working days to the treasurer of the PBA together with a list of the names of the employees from whose pay such deductions have been made.

(5) The remittance will be deemed correct if the PBA does not give written notice to the Borough within fifty-six (56) calendar days after receipt of the same of its belief that the remittance is believed to be incorrect. The PBA assumes full responsibility for the remittance upon receipt of the same.

(6) The Borough shall have no responsibility for collection of fees or dues which are not expressly stated in the Agreement.

(7) The PBA agrees to indemnify and hold the Borough harmless from any claim or action commenced by an employee against the Borough which arises out of the aforesaid deduction.

## ARTICLE VI

### CONDUCT OF PBA BUSINESS ON BOROUGH PREMISES

The PBA Local shall be permitted the use of the garage in the rear of Police Headquarters (commonly referred to as the Police Reserve Building), for regular monthly meetings.

## ARTICLE VII (A)

### BULLETIN BOARDS

(1) The Borough shall supply one (1) bulletin board of suitable size for exclusive use by the PBA at a place which is convenient for all employees in the bargaining unit. Said bulletin board shall be used only for notices pertaining to PBA business and shall not contain any partisan political material or material degrading to the Borough or its employees. It shall be the duty of the PBA president to supervise the contents of the bulletin board.

(2) All material to be posted on the bulletin board shall be submitted for approval to the Chief of Police, which approval shall not be unreasonably withheld.

#### ARTICLE VII (B)

##### PERSONNEL FILES

(1) A separate personal history file shall be established and maintained for each employee covered by this Agreement. Personal history files are confidential records and shall be maintained in the office of the Chief of Police.

(2) Any member of the Police Department may by appointment review his personnel file. This appointment for review must be made through the Chief of Police or his designated representative.

(3) Whenever a written complaint concerning an officer or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file.

(4) All personal history files will be carefully maintained and safeguarded permanently. Nothing placed in any file shall be removed therefrom.

#### ARTICLE VIII

##### STEWARDS

(1) PBA president, or the vice-president acting in his absence, shall have the right to receive and present grievances in accordance with the provisions of this Agreement.

(2) The president or the vice-president may attempt to settle a grievance during working hours without loss of pay, provided the time specified meets with the approval of the Chief of Police.

#### ARTICLE IX

##### LEAVE OF ABSENCE

(1) A permanent full time employee may request a personal leave of absence for good cause without pay for a period not to exceed twenty-four (24) working days. Leave may be granted with the approval of the Chief of Police and at the discretion of the Council and subject to the needs of the Borough.

(2) A leave of absence may be renewed upon request of the employee and it may be granted for reasons deemed proper by the Chief of Police and at the discretion of the Council.

(3) The Council reserves the right to revoke a leave of absence for good cause for emergency reasons upon written notice of ten (10) working days.

(4) All decisions of the Council regarding leaves of absence shall be discretionary.

(5) At the expiration of such leave, the employee shall be returned to the position from which he is on leave and shall be entitled to all increases granted during his leave for his job title. There shall be no retroactive pay pursuant to this Article.

(6) During all personal leaves of absence, seniority shall be retained.

#### ARTICLE X

##### DISCHARGE AND DISCIPLINE

(1) A permanent employee covered by this Agreement may be discharged, suspended or otherwise disciplined for just cause according to State law.

(2) Any discharge, suspension or other discipline which results in loss of pay shall be subject to grievance and arbitration as set forth hereinbelow. Letters of reprimand or verbal warnings shall be subject to grievance but not arbitration.

(3) A grievance by an employee claiming that he has been unfairly discharged or suspended must be submitted to the Council in writing within ten (10) working days of the disciplinary action.

(4) Any employee whose grievance has been sustained shall be returned to his former position and will be compensated at his regular rate of pay for all or any portion of pay lost during the period of discharge or suspension.

#### ARTICLE XI

##### MANAGEMENT RIGHTS

Nothing in this Agreement shall interfere with the right of the Borough in accordance with applicable law, rules and regulations to:

- (a) Carry out the statutory mandate and goals assigned to municipality utilizing personnel, equipment, methods and means in the most appropriate and efficient manner possible.
- (b) Manage employees of the Borough, to hire, promote, transfer, assign or retain employees in positions with the Borough and in that regard establish work rules, in accordance with Borough Ordinance and State Laws.



- (c) Suspend, demote, discharge or take other appropriate disciplinary action against an employee for reasonable cause, in accordance with Borough Ordinance and State Laws.

#### ARTICLE XII

#### RULES AND REGULATIONS

Proposed new work rules or modifications of existing governing working conditions shall be announced in advance, discussed with the members of the Police Department before they are established.

#### ARTICLE XIII

#### GRIEVANCES

- (1) Definition (effect from contract signing).
- (A) The term "grievance" is hereby defined as any difference or dispute between the Borough and any employee, or group of employees covered by this Agreement arising over the interpretation or adherence to the terms of this Agreement. This grievance procedure is further meant to provide a means by which employees covered by this Agreement may appeal the interpretation, application or violation of policies, agreements, and administrative decisions effecting them.
- (2) Purpose.
- (A) The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to problems which may arise. The parties agree that this procedure will be kept as informal as may be appropriate.
- (B) Nothing herein contained shall be construed as limiting the right of any employee, or group of employees, having a grievance to discuss the matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the PBA.
- (3) Steps of the Grievance Procedure.
- (A) The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent.

#### STEP ONE

- (1) An aggrieved employee or employees shall institute action under the provisions hereof within ten (10) calendar days of the occurrence, or his knowledge of the occurrence, of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee(s) and his (their) immediate supervisor for the purpose of resolving the matter informally. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance. The grievant shall have the right to state the action requested to be taken.
- (2) The supervisor shall render a decision in writing within five (5) calendar days after receipt of the grievance.
- (3) A failure to respond within the prescribed time period shall be deemed a denial of the grievance at this step.

#### STEP TWO

- (1) In the event a satisfactory settlement has not been reached, or the supervisor has not rendered his decision as required above, the employee(s) shall in writing and signed, file his (their) grievance with the Police Chief (or his representative) within five (5) calendar days following the determination by the supervisor. An earnest effort shall be made to settle the grievance informally by the Police Chief.
- (2) The Police Chief, or his representative, shall render a decision in writing within ten (10) calendar days from the receipt of the grievance.
- (3) A failure to respond within the prescribed time period shall be deemed a denial of the grievance at this step.

#### STEP THREE

- (1) In the event the grievance has not been resolved at Step Two, then within ten (10) calendar days following the determination at Step Two, the matter may be submitted to the Mayor and Council of the Borough. An earnest effort shall be made to settle the grievance informally by the Mayor and Council. The Borough Clerk shall be deemed the agent of the Mayor and Council to receive the grievance.
- (2) The Mayor and Council of the Borough shall review the matter and make a determination within thirty (30) days from the receipt of the grievance.
- (3) A failure to respond within the prescribed time period shall be deemed a denial of the grievance at this step.

#### STEP FOUR - ARBITRATION

- (1) If a grievance is not settled at Step Three, such grievance shall, at the request of the grievant, be referred to the Public Employment Relations Commission for selection of an arbitrator according to its rules. Such referral must be made within ten (10) calendar days of the denial of the grievance at Step Three. Failure to proceed within the time set forth for arbitration shall be deemed a waiver of the right to arbitration.
- (2) The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.
- (3) The arbitrator appointed under the above procedure shall be limited to interpretations of this Agreement. He shall have no power to enlarge upon or reduce the obligations of the parties under the Agreement.
- (4) A failure to respond within the prescribed time period shall be deemed a denial of the grievance at this step.

#### ARTICLE XV

##### OVERTIME

(1) It is recognized that the needs of the Borough may require overtime work beyond the employee's standard daily or weekly schedule, although it is the policy of the Borough to avoid the necessity of overtime work wherever possible.

(2) The Chief of Police and the Borough shall have authority in their sole discretion to declare an emergency as "emergency" is defined in N.J.S. 40A:13-134.

(3) In all situations of earned overtime, employees shall be compensated at one and one-half (1-1/2) times the regular rates of pay. Such compensation may be taken as paid compensation (time and one-half the employee's hourly rate of pay) or as compensatory time off (one and one-half hours off for each hour of overtime worked) at the employee's sole option. If compensatory time is elected by the employee, then such time shall be taken subject to Departmental approval. If accrued time is not taken or scheduled by November 15th, then it is to be paid as paid overtime compensation not later than December 15th.

(4) Attached hereto and made a part hereof is a copy of the current schedule of work for the Police Dept. The overtime shall be computed on all work performed in excess of eight (8) hours of a completed tour of duty. It shall also be computed for work performed in excess of a forty (40) hour week based on the fifty-six (56) day schedule attached, e.g.

- (A) Patrolman works nine (9) hours in one tour of duty, he would receive one (1) hour overtime.

(B) Patrolman's normal tour for a week is thirty-two (32) hours and the following week, normal tour is six (6) days at eight (8) hours, or forty-eight (48) hours. He would not receive any overtime. If on the basis of the fifty-six (56) day schedule, he only worked forty (40) hours average for each week in that cycle, then the patrolman shall not be eligible for overtime except for each hour of work which he may have performed in one day which exceeded eight (8) hours for such day.

(5) For hours worked in excess of forty (40) hours in the regularly scheduled work week, the Borough will pay one and one-half (1-1/2) times the regular rate of pay.

(6) For purposes of computing overtime and determining whether an employee is entitled to the overtime pay, the vacation days and holidays which are recognized by the Borough shall be considered as eight (8) hours worked by an employee.

(7) All overtime work performed on Saturday and Sunday, employees shall be compensated for at double the regular rate of pay. Said double time may be taken as double paid compensation or compensatory time off at the double time rate at the employee's sole option. If the employee elects compensatory time, it shall be taken subject to Departmental approval. If accrued time is not used or scheduled by November 15th, then it shall be paid at the double time rate by December 15th.

(8) During hours worked in excess of eight (8) hours a day, employees shall receive appropriate meal and rest periods, as provided by law.

#### ARTICLE XVI

##### HOLIDAYS OR DAYS OFF IN LIEU OF STATE HOLIDAYS

(1) There are recognized twelve (12) paid holidays for all Borough employees during each calendar year, as follows:

New Years Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	General Election Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Inasmuch as Police Department employees are not entitled to days off on the above named holidays, any Police Department employee may, at his option, obtain a day off in lieu of each of the above named holidays, and in such event will receive no additional compensation for such days off.

(2) In the event that an employee of the Police Department does not take compensatory time off in lieu of the above named holidays, during the calendar year such employee shall be compensated at the overtime rate of one and one-half (1-1/2) times the regular rate of pay for a maximum of twelve (12) days.

(3) If any other group of employees is granted an additional holiday, the same benefit will be granted to the employees covered by this Agreement.

#### ARTICLE XVII

##### LONGEVITY PAY

Employees shall receive, in addition to their regular pay, "Longevity Pay" as set forth below:

During the fifth, through eighth years of employment with the Borough, an additional one (1%) percent of the regular rate of pay.

During the ninth, through twelfth years of employment, two (2%) percent of the regular rate of pay.

During the thirteenth, through sixteenth years of employment, three (3%) percent of the regular rate of pay.

During the seventeenth, through twentieth years of employment, four (4%) percent of the regular rate of pay.

During the twenty-first, through twenty-fourth years of employment, five (5%) percent of the regular rate of pay.

During the twenty-fifth and all subsequent years of employment, six (6%) percent of the regular rate of pay.

Longevity shall be paid in the regular pay period.

The right to longevity pay shall accrue on the anniversary date of employment. For all purposes, longevity pay shall be considered as base pay.

If any other group of employees is granted additional longevity, the same benefits will be granted to the employees covered by this Agreement.

#### ARTICLE XVIII

##### SICK LEAVE

The parties agree to continue the current sick leave policy of "as needed." The parties further agree to re-negotiate a sick leave policy to replace current policy (or to continue it) upon request of either party within the next sixty (60) days of execution of this Agreement. If no accord is reached, either party may ask that the Interest Arbitration procedure be re-activated, for that issue only.

"As needed" is defined to mean that sick leave will be available to employees covered by this Agreement pursuant to the current sick leave policy of the employer.

## ARTICLE XIX

### BEREAVEMENT LEAVE

(1) Every permanent full time employee upon the death of a member of the immediate family shall be granted reasonable leave with pay at his regular rate not to exceed a maximum of three (3) days from the date of death to the day after interment. In determining reasonable leave, consideration will be given to the relationship of the employee to the deceased and the responsibility for making funeral arrangements.

(2) A member of the immediate family is defined as spouse, sister or brother, or son or daughter, mother, father, father-in-law, mother-in-law, and grandparents.

(3) An employee must produce proof of death and relationship to obtain the benefits under this Article.

(4) If an out of state funeral requires additional time, leave may be granted at the discretion of the Chief of Police.

## ARTICLE XX

### VACATIONS

(1) Employees covered by this Agreement shall receive paid vacations at their regular rate of pay as provided in this Article. The vacation schedule reflected herein is peculiar to the Police Department's eight (8) day work cycle and their eight (8) week work schedule.

(2) During the period beginning on the date of hire as a full time employee and ending on the first succeeding December 31st, an employee may earn up to twelve (12) working days vacation at the rate of one (1) day for each full month of employment provided that he has satisfactorily completed the probationary period. If an employee does not satisfactorily complete the probationary period or is discharged by the Borough, he shall not be entitled to any vacation. If an employee begins work on or before the 15th of the month, he shall earn vacation credit for that month.

(3) During the second through ninth years of full time employment, inclusive, an employee shall receive twelve (12) working days vacation.

(4) During the tenth year of full time employment an employee shall receive eighteen (18) working days vacation.

(5) During the eleventh through the nineteenth years of full time employment inclusive, an employee shall receive eighteen (18) working days vacation.

(6) During the twentieth year and all subsequent years of full time employment, an employee shall earn and receive twenty-four (24) working days vacation.

(7) In arranging the vacation schedule, seniority will be respected.

(8) In arranging schedules, vacations may be taken in single eight (8) hour tours at the discretion of the employee, with approval of the Chief of Police.

(9) An employee leaving the employ of the Borough after proper notice and before the completion of an entire year shall be paid for the vacation due him on a prorated basis.

(10) If any greater vacation benefits are granted to or negotiated with any other group of Borough employees during the period of this Agreement, said benefits will be granted to the employees covered by this Agreement.

#### ARTICLE XXI

#### NON-DISCRIMINATION

There shall be no discrimination against any employee because of race, creed, color, sex, age or national origin.

#### ARTICLE XXII

#### COURT TIME

The employees shall be paid for court appearances if such appearance is on behalf of the Borough, or the employee is called in his capacity as a police officer. Court time to be considered overtime at one and one-half (1-1/2) rate, with a guarantee of two (2) hours.

#### ARTICLE XXIII

#### ON CALL DUTY

Members assigned to the Detective Bureau and the Juvenile Bureau shall receive four (4) hours compensatory "time off" for each day they are placed on an on call status for duty in the Detective Bureau. However, if a man is called to duty, the actual time spent on an assignment will be deducted from the four (4) hours compensatory "time off".

#### ARTICLE XXIV

#### HEALTH AND WELFARE

(1) It is agreed that all health and welfare benefits presently in effect for all the employees covered by this Agreement which have been uniformly recognized or granted by the employer will remain in effect for the term of this Agreement, unless the same has been expressly abridged in writing by this Agreement. This provision does not apply to sick leave benefits which are the subject of continued negotiations.

(2) Unless specifically stated to the contrary, there shall be no diminution of present health and welfare benefits during the term of the Agreement.

(3) The Borough shall enroll employees that file the necessary and required statements in the New Jersey State Health Benefits Program as it exists on the date of this Agreement. Enrollment shall include the employee's dependents as defined by the plan. The full cost of the plan will be paid by the Borough.

(4) If, for any reason, the aforementioned plan or a part thereof is withdrawn by the carrier, the Borough will obtain comparable coverage for the employees.

#### ARTICLE XXV

#### SAFETY AND UNIFORMS

The Borough agrees that it will comply with all provisions of the Federal Safety Laws and Safety Laws of the State of New Jersey. The Borough shall provide a maximum clothing allowance of Two Hundred Seventy-Five (\$275.00) Dollars per year for each employee during the calendar year. However, any part of the Two Hundred Seventy-Five (\$275.00) Dollars allowance not used in 1979 may be carried forward and used in 1980.

#### ARTICLE XXVI

#### SAVINGS CLAUSE

It is agreed that if any provision of this Agreement or application thereof to any person or circumstance shall be held invalid, the remainder of this Agreement or application of such provisions shall not be affected thereby. If any such provisions are held invalid, the Council and the PBA will meet to negotiate changes so required.

#### ARTICLE XXVII

#### NO STRIKE - NO LOCKOUT

(1) Neither the PBA nor any of its members shall engage in any job action, strike, work stoppage or slowdown, or any illegal interference with the operation of the Borough during the term of the Agreement. The PBA agrees that it shall use its best efforts to prevent acts forbidden herein on the part of any employee or group of employees and, in the event any of such acts take place by an employee, the PBA agrees it will use its best efforts to cause an immediate cessation thereof or picketing during each employee's tour of duty.

(2) The Borough will not engage in any lockout of employees covered by this Agreement during the term of the Agreement.



## ARTICLE XXVIII

### HOURS OF WORK

(1) The standard weekly work schedule shall consist of an average of forty (40) hours on a changing rotating eight (8) hour per tour basis. The numerical composition of each tour shall be determined by the Chief of Police.

(2) During the eight (8) hour tour, the employees shall be allowed with pay one (1) fifteen (15) minute rest period during the morning; and one (1) fifteen minute rest period in the afternoon. The lunch period shall be one-half (1/2) hour and the employee shall be paid for the duration thereof.

(3) In case of an emergency, the relief period may be shortened and the employee required to work without additional pay, but every effort will be made to allow the employee his relief period.

## ARTICLE XXIX

### PAY

(1) Employees shall be paid an annual rate of pay in accordance with their job title and rank set forth in the attached schedule.

(2) Any employee performing the duties of a higher rank on a temporary basis for a period of ninety (90) consecutive days, will receive the higher rank's rate of pay starting on the ninety-first (91st) day of performing withing that higher rank, starting with the rank of sergeant, until such time as the temporary need is fulfilled and completed.

## ARTICLE XXX

### COLLEGE CREDITS

A college credit program is established on the following criteria:

- (A) Each employee shall receive Ten Dollars (\$10.00) per credit hour to a one hundred twenty-eight (128) credit hour maximum in a matriculating program of police science or its equivalent at an accredited college.
- (B) An employee shall not receive the Ten Dollars (\$10.00) per credit hour until he has achieved a minimum of twelve (12) credit hours; payment from the first credit earned.

- (C) Payment by the Borough shall be made on the first of January next following the calendar year during which a college credit has been earned, provided, however, that the employee receives a passing grade from the institution providing such courses.

#### ARTICLE XXXI

##### TRAVEL AND MEAL ALLOWANCE

Employees covered by this Agreement shall receive twelve (.12¢) cents per mile whenever they may be required to use their own automobile for travel on police business (including schools and court appearances), as measured from the Borough Hall.

Whenever the employees are caused to remain out of the Borough of River Edge on police business (including schools and court and administrative agency appearances) during meal periods, they shall be compensated at the rate of Three Dollars and Fifty Cents (\$3.50) per meal period.

#### ARTICLE XXXII

##### MISCELLANEOUS

(1) In all references to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number shall be deemed to refer to and include the appropriate gender or number, as the text may require.

(2) All the terms, covenants and conditions herein contained shall inure to the benefit of and shall bind the respective parties hereto, their legal representatives, successors and assigns.

(3) Employees shall not be required to be residents of the Borough, unless otherwise provided by law.

#### ARTICLE XXXIII

##### UNIT MEMBERSHIP

(1) Membership in the employee organization (PBA 201), hereinafter in this clause called PBA, is not compulsory. Regular employees have the right to join, non-join, maintain, or drop their membership within the PBA, if they see fit. Neither party shall exert any pressure on or discriminate against any employee as regarding such matters.

(2) Membership in the PBA is separate, apart, and distinct from the assumption by one of the equal obligation to the extent that he has received equal benefits. The PBA is required under this Agreement to represent all of the employees bargaining unit fairly and equally without regard to the PBA membership. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the PBA, and this Agreement has been executed by the employer after it had satisfied itself that the PBA is a proper majority representative.

(3) Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with a grant of equal benefit contained in this Agreement.

(4) In accordance with the policy set forth in this clause, all employees in the bargaining unit shall pay to the PBA, and the employer shall deduct from each employee's regular pay, an amount of money equal to that paid by other employees in the bargaining unit who are members of the PBA, which shall be limited to an amount to be deducted from the employee's regular pay pursuant to this clause.

ARTICLE XXXIV

WORK INCURRED INJURY

The Borough represents that all employees covered by this Agreement are covered by a Worker's Compensation Insurance Policy and that it will continue to provide such coverage as required by statute.

ARTICLE XXXV

SCOPE OF CONTRACT

(1) This Agreement contains those issues which the parties have bargained for and each party reserves their respective rights on any other issues which they may have for negotiations of future contracts subsequent to the terms of this contract herein.

(2) This Agreement shall supersede any rules, regulations or practices of the Borough which shall be contrary to or inconsistent with its terms.

(3) This Agreement may be altered, changed, added to, deleted from or modified only by voluntary mutual consent of the parties in a written and signed amendment.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused this Agreement to be signed by their duly authorized officers or representatives on the day and year first set forth above.

Attest:

*Alyssa Spillo*

BOROUGH OF RIVER EDGE

By:

*William M. Dofe*  
Mayor

Attest:

*D. S. Rigge*

RIVER EDGE PBA LOCAL No. 201

By:

*George F. Kelly*  
President

1979 "BASE PAY SCALE"

<u>RANK</u>	<u>1979</u>	<u>1980</u>
Lieutenant	\$20,771.00	\$22,225.00
Sergeant	19,713.00	21,093.00
Patrolman 1	18,374.00	19,660.00
Patrolman 2	16,446.00	17,597.00
Patrolman 3	14,631.00	15,655.00
Patrolman 4	13,497.00	14,442.00
Start	11,682.00	12,500.00

70-DAY

LAW OFFICES  
OSTERWEIL, WIND & LOCCKE  
FERRY PLAZA BUILDING  
EDGEWATER, N.J. 07020

ALFRED G. OSTERWEIL  
MEMBER OF N.J. AND D.C. BARS

RICHARD D. LOCCKE  
KENNETH H. WIND

(201) 943-1331  
(201) 943-1616



JOHN V. NARDONE  
MARC N. ISENBERG

July 20, 1979

Michael B. Ryan, Esq.  
2 Dean Drive  
Tenafly, New Jersey 07670

Re: Borough of River Edge and  
PBA No. 201

Dear Mr. Ryan:

Please find enclosed a copy of the amended form of Agreement which amendments were made pursuant to our telephone conversation of July 24, 1979. The PBA trusts that these amendments will fully comply with the Borough's requirements and that an early execution date might be arranged.

Per your request regarding the PBA's intention as to sick leave, please be advised that the PBA intends to rely upon a continuation of past practices. It is acknowledged that this subject is presently being undertaken in separate negotiations which are ongoing. It is not the PBA's intention to alter the past practice by the contents of the form of Agreement. It is understood that the parties may differ as to their understanding of the past practice, however, as I discussed in our telephone conversation of July 24th, and then agreed, it would seem inappropriate to open the proverbial "can of worms" here and to create issues which are being handled in a separate mutual effort. The end results of those sick leave negotiations should be incorporated either specifically in that result or by reference in the terms and conditions of the Agreement between the parties.

Very truly yours,

OSTERWEIL, WIND AND LOCCKE

By:   
Richard D. Loccke

RDL/jg  
Enc.

cc: PBA