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AGREEMENT  
BETWEEN  
BOROUGH OF RIVER EDGE  
BERGEN COUNTY, NEW JERSEY

AND

RIVER EDGE SUPERIOR OFFICERS ASSOCIATION

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JANUARY 1, 1999 THROUGH DECEMBER 31, 2002

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PREAMBLE

THIS AGREEMENT made on the                    day of                    , 1999 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 SUPERIOR OFFICERS ASSOCIATION, affiliated with the New Jersey State Policemen's Benevolent Association, hereinafter called the "SOA" with its principal place of business, care of the River Edge Police Department, 705 Kinderkamack Road, River Edge, New Jersey.

"This Agreement shall cover all supervisory personnel within the River Edge Police Department, excluding patrolmen and the Chief only."

WHEREAS, both parties to this Agreement have reached an understanding with respect to the employer-employee relationship existing between them, and with 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 effective from January 1, 1999 and shall expire December 31, 2002. Both parties agree to commence negotiations for the year 2003 in accordance with then applicable rules of the Public Employment Relations Commission. Unless otherwise specifically provided herein all terms shall be effective January 1, 1999 for all employees employed as of the effective date of this Agreement.

2. In the event negotiations are not completed for a new agreement by the expiration date of this Agreement, the parties agree that this Agreement shall remain in full force and effect until such time as the new agreement is reached.

3. All notices shall be served by either party on the other party stating such intention to terminate or amend this Agreement and shall be sent by certified mail, return receipt requested, in the care of the Borough to the Borough Clerk at the Municipal Building, and in the case of the Employees to the SOA Local No. 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 2003 will begin on or about September 1, 2002.

ARTICLE II  
RECOGNITION

1. The Borough recognizes the River Edge Superior Officers Association 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 supervisory personnel within the River Edge Police Department, (excluding patrolmen and the Chief of Police only).

2. Those SOA 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 provision 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 SOA'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 mutually convenient times and places at the request of either the Borough or the employees.

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

ARTICLE III  
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 IV

CHECK-OFF

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 deduction which is signed by the employee.

2. The card shall be in a form agreed to by the Borough and the SOA 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 SOA assumes full responsibility for the remittance upon receipt of same.

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

7. The SOA agrees to indemnify and hold the Borough harmless from any claim or action commenced by a SOA member against the Borough which arises out of the aforesaid deduction.



ARTICLE V

CONDUCTING BUSINESS ON BOROUGH PREMISES

The SOA shall be permitted the use of a meeting room in either the public safety or administrative building for meetings.

## ARTICLE VI

### BULLETIN BOARDS

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

### 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 SOA may by appointment review his personal 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; initialed by him, and he shall be given the opportunity to rebut it if he so desires in writing within a reasonable time period of receipt or he shall waive his right to do so 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. The SOA 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. Letters of reprimand or verbal warning 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 fourteen (14) working days of the disciplinary action.
4. Any employee whose grievance has been sustained shall be returned to the former position and will be compensated at their 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:

1. Carry out the statutory mandate and goals assigned to municipality utilizing personnel, equipment, methods and means in the most appropriate and efficient manner possible.

2. 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 Ordinances and State Laws.

3. Suspend, demote, discharge or take other appropriate disciplinary action against an employee for reasonable cause, in accordance with Borough Ordinances and State laws.

4. The Borough is not obligated to negotiate, grieve or arbitrate on such issues as would significantly interfere with the exercise of inherent managerial prerogatives pertaining to the determination of governmental policy.

ARTICLE XII

RULES AND REGULATIONS

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



## ARTICLE XIII

### GRIEVANCES

#### 1. Definition

(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 means by which employees covered by this Agreement may appeal the interpretation, application or violation of policies, agreements, and administrative decisions affecting 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 SOA.

#### 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 fourteen (14) 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 Chief of Police for the purpose of resolving the matter informally. Failure to act within said fourteen (14) 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 Chief of Police shall render a decision, in writing, within seven (7) 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 Chief of Police has not rendered his decision as required above, the employee(s) shall, in writing and signed, file his (their) grievance with the Administrator (or representative) within seven (7) calendar days following the determination by the Chief of Police.

2. An earnest effort shall be made to settle the grievance informally by the Administrator.

3. The Administrator shall review the matter and make a determination within thirty (30) calendar days from the receipt of the grievance.

4. A failure to respond within the prescribed time period shall be deemed a denial of the grievance at this step.

### Step Three – Arbitration

1. In the event the grievance has not been resolved at Step Two, 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 fourteen (14) calendar days of the denial of the grievance at Step Two. 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.

3. The decision of the Arbitrator shall be in writing and shall include the reasons for such decision. 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. The Arbitrator shall be bound by the provisions of this Agreement and by the Constitution and laws of the State of New Jersey, and shall be restricted to the application of the facts presented to him involving the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

5. The costs for service of the arbitrator shall be borne equally by the Borough and the Association. Any other expenses, including, but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

## ARTICLE XIV

### 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 whenever possible.

2. The Chief of Police and the Borough shall have the authority in their sole discretion to declare an emergency as "emergency" as defined in N.J.S.A. 40A:14-134.

3. In all situations of earned overtime employees shall be compensated at one and one-half (1½) 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 15<sup>th</sup>, then it is to be paid as paid overtime compensation not later than December 15<sup>th</sup>.

4. The current schedule of work for the Police Department is incorporated herein and made a part hereof. 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; e.g.

A. Supervisor works nine (9) hours in one tour of duty. He would receive one (1) hour of overtime.

B. Supervisor'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 Supervisor 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 time 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. a. Each employee covered herein shall be credited two (2) scheduled compensatory days off per each 56 day cycle, which days shall be utilized pursuant to the currently existing vacation procedures. Days accrue as each cycle occurs.

b. Each employee covered herein shall be entitled to utilize four (4) vacation days as X days and the accumulation of vacation and scheduled comp days from year to year shall be increased to a maximum of twelve (12) days cumulative.

c. All overtime work performed on Saturday and Sunday shall be compensated at the time and one-half (1 ½) rate of pay.

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

9. Travel time to schooling is specifically excluded from the provisions of this Article except to the extent superseded by the FLSA.

ARTICLE XV

HOLIDAYS OR DAYS OFF IN LIEU OF STATE HOLIDAYS

1. There are fourteen (14) recognized 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
Easter Sunday	Floating Holiday

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 (1½) times the regular rate of pay for a maximum of the recognized holidays for that year.

3. If any other group of employees is granted an additional holiday not through collective negotiations, the same benefit will be granted to the employees covered herein.

4. The rank of Captain shall receive the holiday benefit in the form of days off as the holidays occur, pursuant to past practice.



ARTICLE XVI  
LONGEVITY PAY

1. In addition to their annual rate of pay as set forth in Schedule "A", employees shall also during the years of employment specified below, receive a percentage of their base annual rate of pay as specified.

0-4 years of employment	0%
5-8 years of employment	2%
9-12 years of employment	4%
13-16 years of employment	6%
17-20 years of employment	8%
21 or more years of employment	10%

2. Longevity pay shall be paid in each regular pay period.

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

4. If any other group of employees is granted additional longevity, not through collective negotiations, then the same benefits will be granted to the employees covered by this Agreement.

## ARTICLE XVII

### SICK LEAVE

1. Sick leave, as used herein, shall be defined as any illness, injury or disability that prevents an employee from performing his normal duties or where an employee is quarantined because of exposure to a contagious disease or illness.

2. The employee shall notify the Department at least one (1) hour prior to the commencement of his tour of duty, whenever possible. Said notice shall state the nature of the cause of the absence from duty.

3. Where an employee is out on sick leave for four (4) or more consecutive days, or where an employee has established a pattern of sick time use, the Department may, at its discretion, reasonably require the employee to submit acceptable medical evidence substantiating the absence.

4. The Borough may require an examination by a physician retained by the Borough of an employee absent for medical reasons. However, such examination shall be at the sole cost and expense of the Borough and a copy of the results of such examination shall be supplied to the employee.

5. All employees covered by this Agreement shall be granted unlimited sick leave on an "as needed" basis, up to a maximum of one (1) year for each occurrence of need.

6. The employee organization recognizes the right of the employer to discipline, in accordance with applicable law, any employee who misrepresents facts or malingers under this clause.

7. The SOA in no way endorses or supports any person who misrepresents facts or malingers under this law.

## ARTICLE XVIII

### 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 internment. In determining reasonable leave, consideration shall 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 XIX

### 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 second through the ninth years of full time employment, inclusive, an employee shall receive thirteen (13) working days vacation.

3. During the tenth year through the fourteenth year of full time employment, inclusive, an employee shall receive nineteen (19) working days vacation.

4. During the 15<sup>th</sup> through the 19<sup>th</sup> years of full time employment, inclusive, an employee shall receive twenty-two (22) working days vacation.

5. During the 20<sup>th</sup> year and all subsequent years of full time employment, an employee shall earn and receive twenty-five (25) working days vacation.

6. In arranging the vacation schedules, seniority shall be respected.

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

8. 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.

9. If any greater vacation benefits are granted to but not through collective negotiations 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.

10. Up to twelve (12) vacation days may be carried over from 1 year to the next year, subject to the manpower needs of the Police Department. The permission of the Chief of Police to such carry-over will not be unreasonably withheld.

**ARTICLE XX**

**NON-DISCRIMINATION**

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

ARTICLE XXI

COURT TIME

The employee 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, when the same is overtime, shall be paid at the rate of time and one-half (1 ½) with a guarantee of two (2) hours.



ARTICLE XXII

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 XXIII

RECALL TIME

If an employee is recalled to duty by the Borough two or more hours prior to the start of his next regularly scheduled work day, then he shall be paid for the hours of recall at the rate of time and one-half (1 ½) with a guarantee of two (2) hours.

## 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.

2. Unless specifically stated to the contrary, there shall be no diminution of the present health and welfare benefits during the term of this 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. The Borough shall enroll employees that file the necessary and required statements in the New Jersey State Health Benefits Program which will become available (Blue Cross/Blue Shield, 14/20 Series) and continue the State Health Benefits Program during the term of this agreement. Enrollment shall include the employees' dependents as defined by the plan. The full cost of the plan will be paid by the Borough.

5. 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.

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6. The Borough reserves the right to change insurance carriers or institute a self-insurance program so long as the same or substantially similar benefits are provided.

## 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 three hundred twenty five (\$325.00) dollars per year for each employee during each year of the term of the contract. However, any part of the three hundred twenty-five (\$325.00) dollar allowance not used in the present year may be carried over to the following year to be used.

## ARTICLE XXVI

### 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 relating to negotiations and interest arbitration as set forth in N.J.S.A. 34:13A-3, et seq.; however, all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby.

## ARTICLE XXVII

### NON STRIKE-NO LOCKOUT

1. Neither the SOA 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 SOA 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 any employee, the SOA 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 (15) minute rest period in the afternoon. The lunch period shall be one half 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

ANNUAL RATE OF PAY

1. 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 (91<sup>st</sup>) day of performing the duties of that higher rank, starting with the rank of Sergeant, until such time as the temporary need is fulfilled and completed.

2. The following annual salaries shall be in effect for the term of this Agreement.

	<u>Effective 01/01/99</u>	<u>Effective 04/01/99</u>	<u>Effective 01/01/2000</u>	<u>Effective 01/01/2001</u>	<u>Effective 01/01/2002</u>
Sergeant	\$62,112	\$69,804	\$75,206	\$78,026	\$80,953
Lieutenant	\$67,082	\$75,388	\$81,223	\$84,269	\$87,430
Captain	\$70,436	\$76,388	\$82,223	\$85,269	\$88,430

3. The salary schedule outlined above has been developed by establishing a rank differential over the first two years of this Agreement of eight (8%) percent between the top patrolman's annual rate of pay and a sergeant's annual rate of pay and a rank differential of eight (8%) percent between the sergeant's annual rate of pay and the lieutenant's annual rate of pay, and a rank differential of one thousand (\$1,000.00) dollars between the lieutenant's annual rate of pay and the captain's annual rate of pay. The rank differentials were computed by first adding three and three-quarters (3.75%) percent in 1999 to the 1998 top patrolman's salary. This amount was also increased by an additional three and three-quarters (3.75%) percent in 2000, 2001, and 2002.

## ARTICLE XXX

### RANK DIFFERENTIAL

1. Effective January 1, 2003, in the event a sergeant's annual rate of pay on December 31, 2002 is not at least eight (8%) percent greater than the top patrolman's annual rate of pay as of the same date, then the sergeant's annual rate of pay shall be adjusted to reflect an eight (8%) percent rank differential. The lieutenant's annual rate of pay shall be adjusted to reflect an eight (8%) percent rank differential above the sergeant's annual rate of pay, and the captain's annual rate of pay shall be adjusted to reflect a one thousand (\$1,000.00) dollar rank differential above the lieutenant's annual rate of pay.

2. Any aforementioned adjustments shall be made and be effective after the close of business on December 31, 2002.

ARTICLE XXXI

COLLEGE CREDITS

A college credit program is established on the following criteria:

A. Each employee shall receive ten (\$10.00) dollars 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 ten (\$10.00) dollars per credit hour until he has achieved a minimum of twelve (12) credit hours earned while employed by the Borough; 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.

D. Employees hired after January 1, 1990, shall receive tuition refunds only.

ARTICLE XXXII

TRAVEL AND MEAL ALLOWANCE

Employees covered by this Agreement shall receive twenty (\$.20) 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, court and administrative agency appearances) during meal periods, they shall be compensated at the rate of five (\$5.00) dollars per meal period.

ARTICLE XXXIII

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 herein 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 XXXIV

UNIT MEMBERSHIP

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

2. The Borough will withhold, from the salaries of those employees who are covered by this Agreement and who have not executed authorizations permitting the employer to withhold the full amount of union dues, a representation fee in lieu of dues which shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by Local 201 to its own members, less the costs of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such representation fee exceed eighty-five (85%) percent of the uniform annual dues charged by Local 201 to its members. The employer shall forward the amount so deducted to the Local. The Local represents to the employer that it has established a demand and return system and that it is in compliance with all requirements imposed upon the Local pursuant to Law 1979 C. 477 and the employer's obligations pursuant to this paragraph is contingent upon the Local's continued compliance therewith.

3. The Local will defend, indemnify and save the employer harmless against any and all demands suits or other forms of liability which may arise out of or by reason of action taken by the employer at the request of the Union pursuant to this Article.

4. In the event that employees hired after the effective date of this Agreement do not within sixty (60) days of the date of hire execute written authorizations for withholding of union dues pursuant to this Article, then the provisions of paragraph one (1) herein above, shall be effective.

ARTICLE XXXV

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 XXXVI

NO WAIVER

Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof. This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the employees herein are entitled by law.

ARTICLE XXXVIII

SCOPE OF CONTRACT

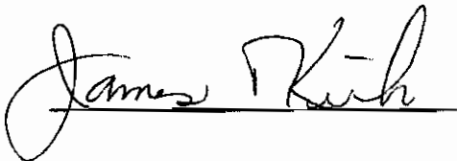
1. The parties acknowledge that they had a full opportunity to bargain concerning the term and conditions of employment and that the within Agreement is the entire Agreement of the parties and that during the term of the Agreement, neither party is obligated to negotiate any further terms and conditions of employment.

2. Those benefits and practices which intimately and directly affect the work and welfare of the employees and on which a negotiated agreement would not significantly interfere with the exercise of inherent managerial prerogatives pertaining to the determination of government policy shall be continued provided that such benefits and practices have been expressly recognized by the employer and uniformly applied to all employees in the bargaining unit.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at River Edge, New Jersey on this *21st* day of *April*, 1999.

ATTEST:

BOROUGH OF RIVER EDGE

Handwritten signature of James Kirk in cursive script, written over a horizontal line.

ATTEST:

RIVER EDGE SOA LOCAL NO. 201

Handwritten signature of Donald J. Biggar in cursive script, written over a horizontal line.