# AGREEMENT BETWEEN

# BOROUGH OF WOODCLIFF LAKE, NEW JERSEY

and

WOODCLIFF LAKE PBA LOCAL NO. 206

January 1, <u>2005</u> to December 31, <u>2009</u>

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#### <u>AGREEMENT</u>

THIS AGREEMENT, made this <u>29th</u> day of <u>August</u>, <u>2005</u>, between the BOROUGH OF WOODCLIFF LAKE, NJ, hereinafter referred to as the "Borough", or "Employer, and members of the Woodcliff Lake Police Department, excluding the Chief of Police and Captain, hereinafter referred to as the "Police Officer", or "Employee".

## ARTICLE I

#### **MANAGEMENT**

The police officers recognize that there are certain functions, responsibilities and management rights exclusively reserved to the Employer. All of the rights, power, and authority possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer, subject only to such limitations as are specifically provided in this agreement.

#### ARTICLE II

#### **GRIEVANCE PROCEDURE**

To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to the interpretation or application of this Agreement, and minor discipline cases, the following procedures shall be followed. Minor discipline is defined as any discipline which results in the suspension of five (5) days, or equivalent fine, or any lesser penalty.

#### A. Immediate Supervisor

A police officer with a grievance shall first discuss it with his immediate supervisor to ascertain whether the grievance may be resolved informally.

#### B. Chief of Police

In the event the grievance cannot be resolve informally to the satisfaction of the aggrieved police officer, or in the event that no decision is made by his/her immediate supervisor within five (5) working days after the informal presentation of the grievance to the police officer's immediate supervisor, the police officer may file a written grievance with the Chief of Police, or in his absence, such person as may be designated by him. The Chief of Police shall hold a hearing with the aggrieved police officer within five (5) working days of the filing of the written grievance with the Chief of Police.

#### C. Mayor and Council

In the event that the grievance cannot be resolved at the hearing with the Chief of Police, to the satisfaction of the aggrieved police officer, or in the event that a written decision is not rendered by the Police Chief concerning said grievance within five (5) working days after such hearing, this grievance shall be referred to the Mayor and Council. The Mayor and Council shall hold a hearing concerning the grievance within thirty (30) days. The hearing shall not be held publicly unless the police officer and the Mayor and Council mutually agree in writing that the hearing should be public. The Mayor and Council shall render its final written decision concerning such grievance within fifteen (15) working days of the date of the hearing.

#### D. Arbitration

In the event that the aggrieved police officer is not satisfied with the decision of the Mayor and Council, they may, within fifteen (15) calendar days of the decision of the Mayor and Council, request arbitration. In the event the aggrieved police officer requests arbitration:

- 1. The arbitrator shall be selected in accordance with the Rules and Regulations of the New Jersey Public Employment Relations Commission.
- 2. The arbitrator's decision shall be in writing and shall not be issued later than thirty (30) calendar days after the close of the arbitration hearing. The decision shall set forth the arbitrator's findings of fact, and his/her reasons and conclusions on the issue or issues submitted for arbitration.

- 3. The arbitrator's decision shall be binding.
- 4. The cost for services of the arbitration shall be borne equally between the parties. All other expenses incidental to and arising out of the arbitration shall be paid by the party incurring such expenses.

## E. <u>Time Limits</u>

The times for rendering decisions and taking action as hereinbefore set forth, shall be construed as maximum time limits. However, these may be extended upon mutual agreement between the parties. No grievance shall be presented later than one (1) week from the date of the occurrence which gave rise to the grievance.

#### F. Representation

Any Employee may be represented at all stages of the grievance procedure by himself, or by an attorney-at-law of the State of New Jersey.

#### **ARTICLE III**

#### **SALARIES**

The salary schedules for all Employees for 2005, 2006, 2007, 2008 and 2009 are set forth below:

All base salary adjustments shall commence on the first pay period of the calendar year, except increment steps, which shall commence on the Employee's <u>anniversary</u> date. <u>An officer's base pay shall be defined as the salary identified below plus an officer's educational incentive which is calculated in accordance with Section X, entitled, Higher Education Incentive Program.</u>

#### **ANNUAL SALARIES**

	2005	2006	2007	2008	2009
Lieutenant	\$98,666.03	\$102,119.34	\$105,693.52	\$109,657.03	\$113,769.17
Sergeant	\$92,294.99	\$95,525.32	\$98,868.70	\$102,576.28	\$106,422.89
First Class	\$86,232.22	\$89,250.35	\$92,374.11	\$95,838.14	\$99,432.07
Second Class	\$80,656.21	\$83,479.17	\$86,400.94	\$89,640.98	\$93,002.52
Third Class	\$75,082.89	\$77,710.80	\$80,430.67	\$83,446.82	\$86,576.08
Fourth Class	\$69,509.57	\$71,942.41	\$74,460.39	\$77,252.66	\$80,149.63
Fifth Class	\$63,936.26	\$66,174.03	\$68,490.12	\$71,058.50	\$73,723.20
Sixth Class	\$58,362.95	\$60,405.66	\$62,519.85	\$64,864.35	\$67,296.76
Seventh Class	\$52,789.63	\$54,637.27	\$56,549.57	\$58,670.18	\$60,870.31
Eighth Class	\$47,216.32	\$48,868.89	\$50,579.30	\$52,476.03	\$54,443.88
Ninth Class	\$41,643.01	\$43,100.52	\$44,609.03	\$46,281.87	\$48,017.44
*Academy/ Probationary	\$36,069.70	\$37,332.14	\$38,638.76	\$40,087.72	\$41,591.01

<sup>\*</sup>One year at this salary grade (Probationary year ends one year from date of completing Police Academy)

In addition, any officer assigned to be a detective, a narcotics officer, or a juvenile officer, shall receive an additional Five Hundred Dollars (\$500) annually.

# **ARTICLE IV**

# **LONGEVITY PAY**

For all officers hired after January 1, 1999, the following shall be in effect:

STEP	LONGEVITY %	AFTER YEARS OF SERVICE
1	2	1 Year Anniversary as 1 <sup>st</sup> Class Patrol Officer
2	4	15
3	6	20
4	8	25
5	10	30
6	12 Cap	35

For all officers hired prior to January 1, 1999, the following shall be in effect:

STEP	LONGEVITY %	AFTER YEARS OF SERVICE
<u>1</u>	<u>2</u>	1 Year Anniversary as 1 <sup>st</sup> Class Patrol Officer
<u>2</u>	4	<u>11</u>
<u>3</u>	<u>6</u>	<u>15</u>
<u>4</u>	<u>8</u>	<u>19</u>
<u>5</u>	<u>10</u>	<u>23</u>
<u>6</u>	<u>12 Cap</u>	<u>29</u>

#### **ARTICLE V**

# **WORK SCHEDULE**

- A. The parties agree that the Employee's base pay for the purpose of this Agreement is based upon a fifty-two week year with a five (5) day work week.
- B. The parties recognize that at the present time, some Employees work on a schedule of four (4) days on duty and two (2) days off, and some Employees work five (5) days on duty with two (2) days off.
- C. Should the need arise in the Police Department, the Employer reserves the right to modify work schedules as a management function as follows: Under no conditions shall a police officer who is working a 4-2 schedule be changed back to a 5-2 schedule. Any Employee who shall be promoted or assigned to a special detail and is currently working a 4-2 schedule must accept a 5-2 schedule if deemed necessary by the Employer. Should this Employee go back to patrol duty, they will immediately revert to a 4-2 schedule.
- D. The Employee will be given reasonable notice of any such change and will be given an explanation for the need of such change in his/her work schedule.

#### **ARTICLE VI**

#### OVERTIME PAY, MINIMUM CALL BACK, STAND-BY PAY

#### A. Overtime Pay

- 1. The parties understand and agree that the Employee's working time is based upon forty (40) hour week, fifty-two (52) weeks annually. Overtime pay will be paid by the Employer to the Employee for all hours in excess of forty (40) hours per week actually worked, including time spent in Court, at the rate of one and one-half (1  $\frac{1}{2}$ ) times his/her base hourly rate for each hour worked in excess of the eight (8) hours that day.
- 2. In the event that an Employee works more than eight (8) hours in any work day, he shall be paid at a rate of one and one-half (1 ½) times his base hourly rate for each hour worked in excess of the eight (8) hours that day.
- 3. Overtime for regularly scheduled shifts and details will be offered to regular/full-time members of the Police Department first, in and order of preference based on a rotating seniority roster. After it has been refused by each member of this seniority roster, it shall be offered to persons other than full-time employees, i.e. "special officers".

#### B. Minimum Call Back

Any employee who is recalled to active duty by the Chief of Police or his designee, after his/her regular tour is completed, shall be considered to have worked a minimum to two (2) hours at the overtime rate, i.e., one and one-half (1  $\frac{1}{2}$ ) times his base hourly rate.

#### C. Stand-by Pay

An employee shall receive, in addition to his/her salary, one (1) hour's pay for every two (2) hours they are placed on "stand-by" for possible recall to active duty by the Chief of Police or his designee. The parties agree that the "stand-by" pay language needs to be clarified in order to provide a clear understanding. The PBA and the Police Chief will work together on language that will be incorporated in the contract to replace this section.

#### **ARTICLE VII**

## SALARY CONTINUANCE POLICY

In the event of a long-term illness or incapacitation (herein defined as one lasting at least sixty (60) days) of any Employee covered under this Agreement, such Employee may use accumulated sick days for the first sixty (60) days of said illness. Beginning with the sixty-first (61) day of said illness, such Employee will be placed back on the payroll at full salary for a continuous period of four (4) months, during the continuance of said illness or incapacitation. In the event an employee does not have enough time accumulated for any or all of the first sixty (60) days, he may borrow any time needed for said sixty (60) days from his own Sick Bank. This time will be paid back in subsequent years.

Officers shall be credited with sick time, on a one-time-only basis, as follows:

A. Ten (10) sick days, non-reimbursable, will be credited in the Sick Bank for all First Class Patrol Officers. All new patrol officers hired will also have ten (10) sick days credited in the Sick Bank when they become First Class Patrol Officers.

The aforementioned non-reimbursable sick days will be utilized only after depleting annual sick days.

#### ARTICLE VII

## **MEAL AND TRAVEL ALLOWANCE**

The Employee shall receive a meal allowance of <u>Seven Dollars</u> and Fifty cents (\$7.50) daily, plus <u>reimbursement at the current IRS</u> <u>rate</u> per mile for use of the Employee's personal automobile to and from school when attending, at the direction of the Chief of Police, classes at the Police Academy Training Schools, and federal county and state seminars.

#### ARTICLE IX

# **CLOTHING ALLOWANCE**

The Employer shall provide a clothing allowance of Eight Hundred Dollars (\$800.00) for 2005. The clothing allowance shall be increased to Nine Hundred Dollars (\$900.00) for 2006, 2007, 2008 & 2009. This clothing allowance shall be paid directly to the Employee and shall, during the course of the year, be substantiated by the submission of receipts.

All newly appointed Probationary Patrol Officers classified as Training Year Patrol Officers will not receive any clothing allowance during his/her probationary period. The Borough shall provide a Probationary Officer with the necessary initial clothing and equipment as required in the Department Rules and Regulations.

#### ARTICLE X

#### HIGHER EDUCATION INCENTIVE PROGRAM

In place of the prior Higher Education Incentive Program, the following will apply:

- A. Effective January 1, 2005 any officer hired for the Department shall not be entitled to any Higher Education Incentive until they have served the Borough as a Police Officer for a period of 15 years.
- B. Each existing officer will receive their current value (as of 12/31/04) of Education Incentive in their base pay effective January 1, 2005 and it shall be considered part of their base pay in the future for all calculation purposes.
- C. There shall be five annual Higher Education Incentive payments of \$200.00 each applied to each existing officer on January 1<sup>st</sup> in the years, 2005, 2006, 2007, 2008 & 2009. Said incentive shall be considered base pay in the same manner as the Education Incentive roll in discussed in section B. No additional incentive payments shall be made after January 1, 2009.
- D. There are two existing officers that do not currently receive any Education Incentive, they would be entitled to the one-time Incentive discussed in section C and upon completion of a Degree is entitled to:
  - a. <u>Associates Degree</u> \$1,000b. Bachelor Degree \$1,800

Said payment shall be placed into their base pay effective on January 1<sup>st</sup> of the year succeeding attaining the degree and attaining their status as a Patrol Officer First Class. The treatment of that payment shall be the same as discussed in Section B.

- E. Any current officer that has not achieved the maximum Higher Education Incentive (officer on the WCL PD as of December 31, 2004) shall be entitled to an adjustment to their base pay in the future upon attaining a degree based on the difference between the education incentive rolled into their salary on 1/1/05 and either \$1,000 or \$1,800 based on the specific degree achieved.
- F. A specific list of the education incentive that has been applied on 1/1/05 is included in the Appendix of this Agreement.
- G. Any new Officer hired after January 1, 2005 shall be entitled to receive an Educational Incentive of \$1,000 for an Associates Degree or \$1,800 for a Bachelor Degree upon the completion of their 15<sup>th</sup> year of service with the Borough. Said Education Incentive shall be included in their base salary effective on January 1<sup>st</sup> on the year succeeding attaining the degree and completion of their 15<sup>th</sup> year of service with the Borough.
- H. In-Service Training Credits upon completion of two (2) years of service with the Woodcliff Lake Police Department, the employee must attend a minimum of thirty-five (35) hours of inservice training courses every two (2) calendar years at a school approved by the Public Safety Committee or the Mayor and Council and the New Jersey State Police Training Commission. However, whenever feasible, the Employee shall be permitted his/her choice of in-service training course based upon the seniority of the employee. The employee shall receive additional remuneration, under certain circumstances, for in-service training as set forth below:
  - 1. For incentive pay purposes, two(2) credits shall be granted to each employee for each thirty-five (35) hours of accredited time earned in courses in a police training school such as Bergen County Police
    Academy, Sea Girt, or any school or seminar approved by the Police Chief and the Public Safety Committee.

- 2. This provision shall not apply to any employee who has received a salary adjustment due to college degrees that may have been attained.
- 3. Payments for credits will be paid at Twelve Dollars (\$12.00) per credit.
- 4. Eligibility all First Class Officers hired prior to January 1, 2005 are eligible to receive "in-service" credits. Officers hired after January 1, 2005 will be eligible to receive "in-service" training credits upon the completion of their fifteenth (15<sup>th</sup>) year of service with the Borough. All patrol officers must be in an eligible category as of December 31<sup>st</sup> of the previous year.

#### **ARTICLE XI**

#### **HEALTH INSURANCE**

#### A. <u>Medical Insurance</u>

The Employer will maintain Blue Cross and Blue Shield hospitalization and surgical insurance policies (including Rider J), and Major Medical insurance, as heretofore provided, for the benefit of the Employee. The Employer agrees to continue to provide the aforementioned coverage through the NJ State Health Benefit Plan. The Employer agrees to continue such coverage for the Employee and his/her spouse after retirement, provided the Employee has a minimum of twenty-five (25) years of service with the Employer. Retiree coverage shall be terminated upon re-employment, if the Employee gains coverage through his new employment.

#### B. Dental Insurance

The Employer will maintain a dental program (Plan A) for employees and dependents, effective January 1<sup>st</sup>, 2000 (Maximum coverage Twelve Hundred Dollars (\$1,200) insurance.

#### C. Prescription Drug Plan

The Employer shall maintain a Prescription Drug Plan with a Five Dollar (\$5.00) per prescription deductible for Employees and dependents, effective July 1<sup>st</sup>, 1999.

#### ARTICLE XII

#### LIFE INSURANCE

The Employer will continue to maintain at the Employer's expense, a convertible life insurance policy in the sum of Twenty Thousand Dollars (\$20,000.00), payable to a beneficiary or beneficiaries designated by the Employee.

#### **ARTICLE XIII**

#### **INDEMNIFICATION**

#### A. False Arrest Insurance

The Employer shall continue to maintain, at the employer's expense, insurance coverage for "false arrest" as heretofore provided, for the benefit of the Employee.

#### B. Legal Aid

The Employer will provide legal aid to the Employee in suits or other legal proceedings against the Employee arising from incidents in the line of duty. This provision shall not be applicable to any disciplinary or criminal proceeding instituted against the Employee by the Employer. Whenever an Employee is a defendant in any action or legal proceeding arising out of or incidental to the performance of his/her duties, the Employer shall provide said Employee with legal counsel for the defense of such action or proceeding other than for his/her defense in a disciplinary proceeding instituted as a result of a complaint by the Employer. If any such disciplinary or criminal proceeding instituted by or on complaint of the Employer shall be dismissed or finally determined in favor of the Employee, they shall be reimbursed for the reasonable expense of his/her defense.

#### C. Off Duty Police Officer

Whenever any Woodcliff Lake Police Officer has been conferred with Statewide police powers and is acting under lawful authority beyond the territorial limits of his/her employing municipality, said police officer shall have all immunities from tort liability and shall have all of the pension, relief, disability, Workman's Compensation, insurance, and other benefits enjoyed while performing duties within said employing municipality.

# **ARTICLE XIV**

# **VACATIONS**

The Employee shall receive vacations annually, with pay, at such times as the Chief of Police may approve. Vacations may be used by the Employee at any time during the year and sixty (60) days into the following year, but at no time may one year's vacation complement the next year's vacation period. Vacation days shall be determined in accordance with the following:

EMPLOYMENT	DAYS OF VACATION
0 to 1 year	5 working days
1 to 5 years	10 working days
6 <sup>th</sup> year	15 working days
7 <sup>th</sup> to 10 <sup>th</sup> year	17 working days
11 <sup>th</sup> to 15 <sup>th</sup> year	20 working days
16 <sup>th</sup> to 20 <sup>th</sup> year	23 working days
21 years and up	25 working days

Vacation days are determined by the Employee's anniversary date.

# ARTICLE XV

# **HOLIDAYS**

A. Each employee covered by this Agreement shall be entitled to and will receive thirteen (13) paid holidays per year at his hourly rate. Effective 1/1/05 said Holiday pay will be included in the Police Officers base pay and will be included for all calculation purposes.

HOLIDAY	DATE
New Year's Day	January 1
Lincoln's Birthday	February 12
Washington's Birthday	February 22
Good Friday	Traditional
Memorial Day	Traditional
Independence Day	July 4
Labor Day	Traditional
Columbus Day	October 12
General Election Day	Traditional
Veteran's Day	November 11
Thanksgiving Day & Day Following	Traditional
Christmas Day	December 25

B. Police Employees shall be entitled to additional paid holidays in the event that the Mayor and Council shall award other Borough employees more than thirteen (13) holidays.

- C. On Thanksgiving, Christmas and New Years (Group 1) and Easter, Independence Day and Labor Day (Group 2), if a three officer tour is scheduled, the senior officer of each tour shall have first choice of which of the aforesaid holidays they choose to have as a day off. They shall rotate the other two holidays with the other officer on the tour. In the event that either of the two remaining officers on a tour is absent for any reason, the officer awarded a day off shall be required to work. The Chief of Police, at his discretion, may void these days off, due to unusual circumstances, so that the protection of the Borough's citizens will not suffer.
- D. <u>Payment Schedule</u> <u>Effective 1/1/05</u> Holiday pay will be included in the Police Officers <u>base</u> pay and will be included <u>for all calculation purposes</u>. <u>Effective 1/1/05 the salary scale in the contract provides for the Holiday pay therefore, there will be no additional compensation related to Holiday pay.</u>

#### ARTICLE XVI

#### SICK LEAVE

The Employee shall receive a sick leave benefit of twelve (12) days annually, which may accumulate to protect the employee against absence necessitated by a long illness or incapacitation. The Employee has the following options:

- A. Receive one (1) day's <u>daily rate of compensation</u> for each two (2) days of unused twelve (12) days annual sick leave at the end of the calendar year, or
  - B. Use all accumulated sick days as Terminal Leave, below:

## ARTICLE XVII

#### TERMINAL LEAVE

Accumulate unused sick days with one (1) day's <u>daily rate of compensation for</u> each two (2) days of unused sick leave at time of retirement or termination. This will be paid in one lump sum as terminal pay.

#### **ARTICLE XVIII**

#### LEAVE OF ABSENCE

#### A. Death in Immediate Family

An employee shall receive emergency leave for a period of three (3) days in the event death in his immediate family, which includes: SPOUSE, CHILD, STEP-CHILD, PARENT, BROTHER, SISTER, GRANDPARENTS, SON-IN-LAW, DAUGHTER-IN-LAW, SPOUSE'S PARENTS, GRANDPARENTS, BROTHER-IN-LAW, SISTER-IN-LAW, OR EMPLOYEE'S LEGAL GUARDIAN DURING ADOLESCENT YEARS.

Additional emergency leave may be granted by the Chief of Police for extenuating circumstances surrounding this period of grieving by Employee.

#### B. *Personal* Leave

An employee shall receive three (3) personal days with pay per year for necessary important personal reasons. Personal days must be taken in the year earned. If an employee shall have personal days remaining at year end, they may add a maximum of two (2) days to their sick bank. Except in cases of emergency, four (4) hours notice shall be required. An employee shall not be eligible to use a personal day on any of the six (6) holidays listed in Article XV, Subsection C unless approved by the Senior Officer on that particular shift.

#### C. <u>Up to One Year's Leave of Absence</u>

The Employer may grant to the Employee a leave of absence, without pay, for a period not to exceed one (1) year.

#### ARTICLE XIX

#### **RETIREMENT PROVISIONS**

The Employer will continue to maintain the present retirement plan with the Police and Fireman's Retirement System of New Jersey. The Employee's contribution will be calculated on the <u>total</u> base salary, <u>which shall include</u> holiday pay, <u>educational incentive</u> plus any longevity pay which is received.

## ARTICLE XX

## **PERSONAL FILE**

Upon request to the Chief, and in his presence or that of his representative, any member of the Police Department shall have access to examine his own personnel file. This request shall not be refused without justification.

Whenever any item or material is added or removed from an Employee's file, that Employee must be notified by the Chief of Police or his representative.

## ARTICLE XXI

#### **RULES AND REGULATIONS**

The Rules and Regulations of the Woodcliff Lake Police Department shall be modified and amended by the Mayor and Council to include applicable portions of this Agreement, and said Rules and Regulations, insofar as they govern working conditions, shall not be modified without prior negotiations with the Employees.

#### ARTICLE XXII

#### TERMS OF AGREEMENT

This Agreement shall be effective January 1<sup>st</sup>, 2005, and shall terminate on December 31<sup>st</sup>, 2009. If either party desires to change this Agreement, it shall notify the other party, in writing, at least thirty (30) days before the expiration of the Agreement, of the proposed changes and of the desire to terminate this Agreement. If notice is not given as herein stated, this Agreement shall automatically be renewed for another year.

#### ARTICLE XXIII

#### **SAVINGS CLAUSE**

In the event that any federal or state legislation, governmental regulations, or court decision causes invalidation of any Article or Section of this Agreement, all other articles and sections not so invalidated shall remain in full force and effect, and the parties shall renegotiate concerning any such invalidated provisions.

#### ARTICLE XXIV

## **CONDITION PRECEDENT**

This Agreement is contingent upon acceptance by a <u>majority</u> of the membership of the Woodcliff Lake Police Department, with the exception of the Chief of Police and Captain, and shall take effect only <u>after a vote of the membership and execution of an Agreement by the appropriate PBA representatives.</u>

## **APPENDIX**

1. In accordance with Article X, Higher Education Incentive Program the education incentive of the following officers was added to their base pay effective 1/1/05. Officers that are not at the maximum may be entitled to additional base pay compensation in the future based on Article X.

Roger Caron	\$1,800 (maximum)
Lyle Garcia	\$1,800 (maximum)
Bruce Conway	\$2,025 (maximum)
Michael Origoni	\$1,800 (maximum)
Frank Ryan	\$ 500
Matthew Miller	<b>\$</b> 720
John Burns	<b>\$1,005</b>
James Uhl	\$1,800 (maximum)
Craig DeGeorge	\$1,800 (maximum)
Bridget Jennings	\$1,800 (maximum)
Dennis DeAngelis	\$1,800 (maximum)
James Foley	\$ 588
Kathleen Powers	\$1,005
Sean Hammel	\$ 312
Stephen Regula	\$ 0
Chad Malloy	\$ 0

**IN WITNESS WHEREOF**, the parties have hereunto set his/her hands and seals, or caused these presents to be signed by his/her proper corporate officers, the day and year first above written.

BOROUGH OF WOODCLIFF LAKE	WOODCLIFF LAKE PBA LOCAL 206 Negotiating Committee
Joseph T. LaPaglia, Mayor	Sgt. John Burns
Edward Sandve, Administrator	Ptl. Craig DeGeorge
	Ptl. James Foley
	Ptl. Sean Hammel