

A G R E E M E N T

BETWEEN

THE TOWNSHIP OF WEST CALDWELL

AND

**WEST ESSEX PBA LOCAL 81
(WEST CALDWELL UNIT)**

JANUARY 1, 2008 through DECEMBER 31, 2011

LAW OFFICES:

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PREAMBLE

THIS AGREEMENT made and entered into at West Caldwell, New Jersey, this ____ day of _____ 2009, by and between the Township of West Caldwell in the County of Essex, hereinafter referred to as the "Township" or "Employer", and the West Essex Policemen's Benevolent Association, Local No. 81, hereinafter referred to as the "PBA".

WITNESSETH:

WHEREAS, the Township and the PBA recognize and declare that providing quality Police protection for the Township is their mutual aim, and;

WHEREAS, the Township Council and the Township Administrator retain the basic decision-making powers over fiscal and management questions, and;

WHEREAS, the Township has an obligation to negotiate with the PBA as the representative of Employees hereinafter designated with respect to the terms and conditions of employment, and;

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, it is hereby agreed as follows:

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ARTICLE I - RECOGNITION

Section A. The Employer hereby recognizes the PBA as the exclusive bargaining representative with respect to the rate of pay, hours, and other conditions of employment for Employees of the Police Department, who are classified as Probationary Patrolmen, Patrolmen, Sergeants, Lieutenants and non-uniformed Detectives, excluding the Chief of Police, Captain and all other Employees of the Township of West Caldwell.

ARTICLE II - WAGES

Section A. All Employees covered by the provisions of this Agreement shall receive the base rate salaries as set forth in "Schedules A-1 and A-2" attached hereto and made a part hereof.

Section B. At no time shall the base pay for Sergeants be less than ten (10%) percent greater than the base pay for Patrolmen. At no time shall the base pay for Lieutenants be less than ten (10%) percent greater than the base pay for Sergeants.

Section C. Patrolmen hired before 4/1/03 will reach maximum pay at the completion of four (4) years of service and will receive incremental increases on their employment Anniversary date. Patrolmen hired after 4/1/03 will reach maximum pay at the completion of five (5) years of service.

Section D. The current Academy/Probation rate shall be paid for the first full year of service for those Employees hired after January 1, 2005. At the end of the Employee's first year he/she shall move to the next higher step under the Agreement which is designated as the Fifth Class and proceed according to the terms and conditions of the Agreement.

Section E. In addition to their base rate salaries, Longevity Payments shall be provided to covered Employees as follows:

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<u>Length of Service</u>	<u>Amount</u>
Completion of five years	2% of base rate
Completion of ten years	4% of base rate
Completion of fifteen years	6% of base rate
Completion of twenty years	8% of base rate
Completion of Twenty-four years or more	10% of base rate

Section F. Longevity payments shall be included in each biweekly paycheck and will be utilized to determine the appropriate overtime rate. In addition, longevity payments shall be included in base pay and will be utilized in computing pensionable wages.

Section G. Employees who are promoted to a higher-paying job classification shall receive the minimum rate as shown in Schedules "A-1 and A-2" and then the higher rate on the first anniversary date of the promotion.

Section H. 1. In the event a vacancy shall exist for any reason except as a result of a Department-assigned training or schooling and, as a result, an Officer or Superior is directed to assume, in an acting capacity, a higher rank and perform the duties and responsibilities of such higher rank for a period of at least ten (10) working days, then such Officer or Superior shall receive the salary or pay for the higher rank for any period so worked beginning with the first hour of the eleventh (11th) day.

2. Whenever an Employee is assigned to work at a higher rank

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in a particular position and performs in that position for ten (10) working days either at one time or cumulatively during several assignments during a calendar year that Officer will be entitled to pay at the higher rank beginning on the eleventh (11th) day of such assignment(s). The provisions of this paragraph shall become effective April 10, 1997.

3. This Section shall be interpreted and applied consistent with the Grievance Arbitration and Award of Grievance Arbitrator Joel Douglas (PERC Docket No.: AR-99-112/issued December 30, 1999, and affirmed by the New Jersey Superior Court, Chancery Division on July 11, 2000 (Docket No.: C-110-00).

Section I. In the event that an Officer covered under the terms of this Agreement is scheduled to work when he is to attend a negotiation, grievance meeting under Step 4 or 5, or a hearing before an arbitrator, such one Officer shall be paid for his attendance at such meeting or negotiation. Such Officer should make every effort to schedule the above meetings at a time not in conflict with working hours. In the event an Officer serving as the PBA's delegate to the State PBA or the PBA President require a change of work schedule to attend a State PBA meeting or function, provided that the Officers submit their request for such change at least 30 days in advance of such meeting or function, such Officers shall be accommodated whenever possible.

Section J. Payment for outside services (extra duty) shall

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be at an hourly rate increased in the same amount as the base wage rates set forth at Schedule A of this Agreement.

Effective 01/01/08	\$48.45
Effective 07/01/08	\$49.42
Effective 01/01/09	\$50.41
Effective 07/01/09	\$51.42
Effective 01/01/10	\$52.45
Effective 07/01/10	\$53.50
Effective 01/01/11	\$54.57
Effective 07/01/11	\$55.66

As is currently the practice, such payments are not part of the Officer's salary for any purpose, including but not limited to pension, overtime, holiday pay, pay for compensatory time, etc. The public employer shall have the right to add Three Dollars and Fifty (\$3.50) Cents per hour, in addition to the Employee compensation, which shall serve as an Employer Administrative Fee. Payments shall be made through the payroll process of the Township of West Caldwell.

K. The Detective/Corporal and Sergeant Stipend as reflected on Schedule A shall be increased in the same percentage amount as the base wage rates.

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ARTICLE III - OVERTIME

Section A(1) Employees covered by this Agreement shall work a twelve (12) hour tour of duty based upon a shift rotation as demonstrated in Exhibit A annexed hereto.

(2) Employees shall receive one hundred four (104) hours per annum as compensatory time due as a result of the increased work year under Section A. Said compensatory time due shall be earned at the rate of one (1) tour every six (6) weeks. A regular shift will consist of between eighty (80) and eighty-four (84) hours every two (2) weeks at the discretion of the Chief provided that the reduction adjustment to any scheduled day is in increments of four (4) hours unless mutually agreed to be otherwise and the Officer affected by the change shall be given reasonable notice of five (5) days in advance except in the event of an emergency. It is understood that such modification of the Agreement shall not serve to reduce the annual base salary of the Officer involved and that no workday scheduled will be less than eight (8) hours. Use of the one hundred four (104) hours referenced in this paragraph shall be used at the request initiated by the Employee and shall be subject to prior Departmental approval. Any such time not scheduled by October 1st of the entitlement year shall be assigned by the Department and used during that calendar year.

(3) Any Employee who is required or directed to work in excess of or prior to his regularly-scheduled quitting or starting time will be paid overtime at the rate of time and one-half ($1\frac{1}{2}x$) for all hours or parts thereof so worked. Any Employee who is required or directed to perform work on any day or part of a day in which the Officer is not regularly scheduled to work shall be paid for all such hours at the rate of time and one-half ($1\frac{1}{2}x$).

(4) The Township shall have the right to change an Employee's scheduled shift hours on any day which is a scheduled working day for the Employee in order to provide necessary manpower coverage due to or caused by absence due to illness or injury, absence due to schooling, vacations, holidays, compensatory time off, bereavement leave, or unpaid leave of absence. In the event such change requires an Employee to report to work or remain on duty at a time or times when such hours are part of scheduled days off, the Employee will be paid at time and one-half ($1\frac{1}{2}$) for the hours or parts thereof worked which were scheduled time off.

(5) Any Employee who is required to appear to testify in Municipal Court during off-duty hours will receive pay or compensation at the rate of time and one-half ($1\frac{1}{2}$) for all time spent in Municipal Court, with a minimum guarantee of two (2) hours. Any Employee who is subpoenaed to testify in Superior Court or District Court during off-duty hours will receive overtime compensation at the rate of time and one-half ($1\frac{1}{2}$).

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(6) Any Employee who is required to report back to work after completion of his normal shift hours and prior to the start of his next scheduled shift shall be guaranteed not less than two (2) hours at the overtime rate.

(7) No overtime compensation shall be paid or required in instances when Employees voluntarily switch shifts or voluntarily elect to remain on duty to cover for a later-scheduled Employee.

(8) Employees shall have the election to receive overtime pay in cash or as compensatory time at the election of the Officer. Officers must use compensatory time beyond forty (40) hours accumulation in the year earned. If the year ends with compensatory time beyond forty (40) hours owed to an Officer, those hours beyond forty (40) will be paid in cash or placed in a deferred compensation account of the Officer, at the Officer's election, if the Officer is eligible for additional contributions to the deferred compensation plan. Officers with compensatory time already accumulated may continue to "bank" that time up to a maximum of 480 hours as dictated by the Fair Labor Standards Act. This provision shall become effective in the 1997 contract year.

(9) An Officer earning overtime pay shall be entitled to elect payment in either cash or compensatory time on a form provided by the Township at the time of submission of such overtime for payment or crediting.

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(10) No Police Officer's scheduled work week shall be changed, altered or modified for the purpose of minimizing, reducing or eliminating overtime compensation nor shall such changes be made as to the result of overtime compensation paid.

Section B. Compensatory time will be accumulated as above. However, it can be used upon five (5) days advance written notification and upon approval by the Captain or Chief of Police.

Section C. In the event an Officer is placed "on call" for any time when he is not otherwise scheduled for duty, he shall receive three (3) hours compensatory time at his regular rate of pay. Being placed "on call" shall mean he is required to remain available and prepared for immediate return to duty. The provisions of this section shall not apply to the Detective Bureau.

ARTICLE IV - PENSION AND INSURANCE

Section A. The Township agrees to provide Blue Cross/Blue Shield with Rider J, or an independent hospitalization policy containing equivalent benefits and Major Medical Insurance, for Employees and their dependents, at no cost to the Employee. Major Medical Insurance shall have a minimum coverage of \$10,000.00 with a maximum \$100.00 deductible and eighty (80%) percent minimum excess coverage.

Section B. Effective no earlier than January 1, 2004 all Officers shall be placed in the Township's PPO Plan (known as the primary care plan). The specific covered benefits provided shall be equal to or better than those currently provided to Police Officers under the Traditional Plan in existence as of April 3, 2003.

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

Section D. The Township will pay the full cost of medical insurance, as provided in Section B above, to all Employees covered by this Agreement who retire in accordance with the Police and Firemen's Retirement System.

The Township shall also provide medical insurance, under the terms of the plan in existence for active Officers, to the

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surviving spouse of any Officer retiring with 25 years or more of service. Such coverage will expire when either (1) the spouse becomes eligible for Medicare, at which time the Township shall pay the Part B premium only; or (2) the spouse remarries.

The Township agrees that, commencing January 1, 2005, it will provide fully paid medical benefits for the surviving spouses of all deceased Officers who have previously retired with at least twenty-five (25) years of service.

Section E. The Township agrees to provide group dental expense benefits insurance for Employees and their dependents at no cost to the Employee.

Section F. In the event the Township shall provide a plan of optical insurance for Township Employees, such plan shall be provided to Police Officers covered by this Agreement on the same basis. Unless and until such plan is provided, the Township agrees to reimburse Officers for glasses and contact lenses lost or damaged in the line of duty in an amount up to \$150.00.

Section G. 1. Prior to any non-emergency elective inpatient hospitalization, the Employee must participate in a Pre-certification Review Service, at least five (5) business days prior to hospitalization, unless otherwise provided by the Plan Administrator.

2. For emergency admissions, the Employee or dependent

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patient must notify the plan administrator within two (2) business days after an emergency hospitalization begins.

3. It is the responsibility of the Employee/dependent to inform the physician and/or hospital that this Plan has a Pre-Admission Certification Program.

ARTICLE V - VACATION AND HOLIDAYS

Section A. All Employees covered by this Agreement shall receive vacations in accordance with the following schedule:

<u>Length of Service</u>	<u>Vacation Days</u>
Up through five years	96 hours
Six through nine years	120 hours
Ten through eleven years	128 hours
Twelve through fourteen years	144 hours
Fifteen through nineteen years	168 hours
Twenty years and thereafter	200 hours

Section B. All Police Officers covered by this Agreement will be provided with one hundred four (104) annual hours of holiday leave per year which shall be paid to them in one (1) payment on the second payday of each November at the rate of pay then in effect. Effective January 1, 2004, the holiday benefit has been folded into, and will be paid along with regular base compensation. (See Attached Salary Scale). In the event the Township shall officially declare, grant or create additional holidays, such additional holidays will be extended on the same basis (eg., eight (8) hours) to Police Officers without need for further negotiations.

Section C. 1. Effective January 1, 2005, vacation time

which can be carried over from one calendar year to the next calendar year shall be capped at two hundred (200) vacation hours per Employee. Current Employees who are in excess of two hundred (200) hours are grandfathered, subject to the buy down provisions. Any current excess hours are subject to a buy down of not more than ten (10%) percent of said excess amount per calendar year. The buy-down may be initiated by the Employer or the Employee. The Employer and Employee may mutually agree to a greater percentage on the buy down.

2. In the event that vacation hours in excess of the capped amount are not utilized by the end of the year and a timely request to use said vacation hours was made and denied by the Township then the Township shall have the option of paying for the days or carrying them over. The carryover of any excess vacation time by the Township under this provision which is in excess of the capped amount shall not be construed as a past practice or policy of any kind. This provision shall not apply to the current grandfathered amounts but shall apply to all vacation hours earned in excess of the two hundred (200) hour cap or the grandfathered amount.

ARTICLE VI - GRIEVANCE PROCEDURE

Section A. A grievance shall mean any dispute between the PBA and the Employer or between any Employee and the Employer concerning the interpretation or application of this Agreement.

Section B. All grievances shall be settled in accordance with the following grievance procedures:

Step 1 - The grievance shall be taken up by the aggrieved Employee and his immediate supervisor within five (5) working days. The supervisor shall render a decision, verbally or in writing, within five (5) days.

Step 2 - If the grievance is not satisfactorily resolved in Step 1, it shall be reduced to writing within five (5) working days and referred to the Chief of Police for further discussion. A meeting will be held between the Chief of Police and the grievant within five (5) working days from presentation.

The decision of the Chief of Police shall be in writing within five (5) working days following the meeting.

Step 3 - If the grievance is not satisfactorily resolved in Step 2, the grievance shall be referred to the Township Administrator within five (5) working days for further discussion. A meeting will be held by the Administrator with the grievant within five (5) working days from presentation. The decision of

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the Administrator at this level shall be in writing within five (5) working days following the meeting.

Step 4 - If the aggrieved party is not satisfied with the disposition of the grievance at Step 3, the matter may be referred by either party to the Mayor and Council in writing within five (5) working days. The Mayor and Council may decide the grievance upon the written statement and reply within seventeen (17) working days or within twelve (12) days a hearing on the grievance may be held between the aggrieved party and the Mayor and Council at which hearing the parties may be represented by counsel. Said hearing shall not be public unless the parties so agree in writing. The Mayor and Council shall render a written decision within five (5) working days of the date of the hearing.

Step 5 - If the grievance is not satisfactorily resolved in Step 4, the aggrieved party may submit the matter to arbitration within fifteen (15) working days of the receipt of the written decision. The arbitrator shall be selected by the parties from a panel of proposed arbitrators submitted by the New Jersey Public Employment Relations Commission.

Section C. The arbitrator mutually selected shall not have the right to alter, add to or detract from the provisions of this Agreement but shall have jurisdiction to interpret, apply or determine in compliance with this Agreement.

Section D. The costs of arbitration shall be shared equally by the parties.

Section E. The decision of the arbitrator shall be final and binding upon the parties.

Section F. The time limits specified above shall be complied with unless the parties mutually agree to extend them.

Meetings shall be held at the convenience of the parties.

Any grievance not presented within the time limits shall be deemed satisfactorily resolved unless a waiver is agreed upon.

Failure of the Employer to set up a meeting when required or to render a decision within the time limits shall be deemed an unsatisfactory resolution and shall entitle the grievant to move to the next step.

The PBA shall have the right to be present and state its views at all steps of the grievance procedure.

Section G. The initial three steps of the grievance procedure may be waived by the parties upon mutual agreement.

Section H. Upon notice to and approval of the Chief of Police, which shall not be unreasonably withheld, counsel for the PBA may enter the Police Department at reasonable times for the purposes of investigating facts relating to Employee grievances, preparation of negotiations or other matters relating to the operation of this Agreement. There shall be no interference with the operations of the Department.

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ARTICLE VII - LEGAL REFERENCE

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

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

ARTICLE VIII - MANAGEMENT RIGHTS

Section A. Except as modified by provisions of this Agreement, the Township of West Caldwell reserves and retains solely and exclusively all of its statutory, Common Law and administrative rights to manage the operation of the Police Department of the Township of West Caldwell, and such shall include, but are not limited to, its rights to determine the existence or nonexistence of facts which are essential to the proper operation of the Township Police Department and/or management decisions; to establish or continue policies, practices or procedures for the conduct of the Police Department and its services to the citizens of West Caldwell, and, from time to time, to change or abolish such practices or procedures; to determine and, from time to time, redetermine the number, locations and relocation and types of its Officers and Employees or to require or to discontinue any performance by Officers or Employees; to determine the number of hours per day of the week any operation of the Police Department may be carried on; to select and determine the number of types of Officers required; to assign such work to such Officers in accordance with the requirements determined by the Department of Police and Township Authorities; to establish training programs and upgrading requirements for Officers and/or Employees within the Department; to establish and change work

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schedules and assignments; to transfer, promote or demote Officers or Employees for just cause, or to lay off, terminate or otherwise relieve Officers and/or Employees from duty for lack of work or other legitimate reasons; to determine the facts of lack of work; to alter, make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge, or otherwise discipline Officers and/or Employees for just cause and otherwise to take such measures as the Township may determine necessary for the orderly and efficient operation of the Department of Police for the Township of West Caldwell, New Jersey; provided, however, nothing herein shall prevent an Officer from presenting his grievance for the alleged violation of any article or specific terms of this Agreement under the provisions of the Grievance Procedure.

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ARTICLE IX - RULES AND REGULATIONS

The Township has established and, from time to time, may alter or amend and enforce binding rules and regulations in connection with the operation of the Police Department and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this Agreement. Copies shall be furnished to each Officer of the Police Department. It is understood that no provision of this Agreement shall in any way prevent enforcement of the Departmental rules and regulations.

Every Officer and Employee shall comply with all rules and regulations of the Department, and any order or directive issued by the Chief or his designees. Officers and Employees shall promptly and efficiently execute the instructions and orders of Superior Officers. If an Officer or Employee believes a rule, regulation, instruction, or order of a Superior Officer or other Superior is unreasonable, or unjust, the Officer or Employee shall comply with the rule, regulation order, or instruction, but with the further provision that such Officer or Employee may regard the rule, regulation order, or instruction as a grievance which shall be handled in accordance with the grievance procedure set forth in Article VI of this Contract.

In the event that an Officer or Employee shall refuse to comply with a rule or regulation, or shall refuse to execute

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promptly or efficiently an instruction or order of a Superior Officer, appropriate action shall be taken by the Superior Officer within the framework of Department rules and regulations, subject only to the right of the Officer or Employee to file a grievance.

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ARTICLE X - DISCRIMINATION OR COERCION

Section A. There shall be no discrimination, interference, or coercion by the Township or any of its agents against the Employees represented by the PBA because of membership or activity in the PBA. The PBA or any of its agents shall not intimidate or coerce Employees into membership. Neither the Township nor the PBA shall discriminate against any Employee because of race, creed, color, age, sex, or national origin.

ARTICLE XI - BAN ON WORK STOPPAGES

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

Section B. Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement there shall not be, and that the PBA, its Officers, members, agents or principals, will not engage, encourage, sanction or suggest strikes, slowdowns, mass resignations, mass absenteeism or other suspension of or interference with normal work performance.

ARTICLE XII - EMBODIMENT OF AGREEMENT

Section A. This document constitutes the sole and complete Agreement between the parties, and embodies all the terms and conditions governing the employment of Officers and Employees in the Department. The parties acknowledge that they had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining.

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ARTICLE XIII - SICK LEAVE

Section A. Employees who were employed on or before January 1, 1973, and covered by this Agreement shall be provided with one hundred twenty (120) hours of sick leave, plus ten (10) eight (8) hours month of service, up to a maximum of one hundred twenty (120) hours per calendar year, to be used in case of non-occupational illness or injury not covered by Worker's Compensation. Employees hired after January 1, 1973, shall earn sick leave at the rate of ten (10) hours per month of service, with a maximum of one hundred twenty (120) hours per calendar year, to be used in case of non-occupational illness or injury not covered by Worker's Compensation. An Officer may, depending on that Officer's shift schedule, apply two (2) eight (8) hour shifts or two (2) twelve (12) hour shifts, as personal days in accordance with Schedule C herein. Any unused sick leave days will be accumulated and compensated to the Employee at the rate of fifty percent (50%) as terminal leave at time of retirement or by virtue of work-connected disability-causing separation.

Section B. Effective as of January 1, 1973, each Employee will be credited with forty (40) hours of sick leave multiplied by the number of full years of prior service to be used only in cases of long term non-occupational illness or injury. Such sick leave shall not be subject to payment under terminal leave above. Sick

leave days under this Section shall not be used until all sick leave under Section A above has been exhausted.

Section C. All Officers shall be entitled, but not required to use, depending on that Officer's shift schedule, up to two (2) eight (8) hour shifts or two (2) twelve (12) hour shifts from their total annual sick leave allotment, as identified in Section A herein, per year as personal days. No medical excuse need be given for the use of such day, which shall be paid as a sick leave day. Scheduling of such days shall be at the discretion of the Department. Personal days are not cumulative from year to year.

At the time of separation or retirement, the accumulated terminal leave to which an Officer is entitled pursuant to Section A herein shall be reduced by one-half ($\frac{1}{2}$) day for each personal day used.

Section D. Any Employee who is absent in excess of a total of ten (10) working tours due to illness during the calendar year will be required to present a doctor's certificate before returning to work if subsequent absences due to illness exceed three (3) consecutive working tours. Any medical fee for the examination or certificate shall be borne by the Township.

ARTICLE XIV - GENERAL

Section A. New Officers appointed will be provided with the following clothing allowance issue:

- 5 all-year-round trousers
- 7 long sleeve shirts
- 7 short sleeve shirts
- 2 hats
- 2 pair of shoes
- 1 raincoat
- 1 rain hat
- 1 winter hat
- 3 ties
- 1 bullet proof vest
- 1 summer blouse
- 1 winter nylon jacket
- 1 nylon vest and/or sweater
- 1 winter pair of gloves
- 1 summer pair of gloves
- 1 pair of rubbers
- 1 pair of knee boots
- 1 bullet pouch
- 1 spring jacket

Other members of the Police Department shall receive re-issue as heretofore.

Replacements will be made by the Township as necessary, required and determined by the Chief of Police or his designee. In such cases, the items to be replaced will be exchanged upon receipt

of the new items provided.

Section B. The Township shall maintain its program of unlimited cleaning of such garments.

Section C. When an Employee is required to use his private vehicle for Township business, he will be paid a mileage allowance of twenty (\$.20) cents per mile, plus tolls and parking charges, and when appropriate, a meal allowance of Eight (\$8.00) Dollars.

Section D. In the event of termination of employment of an Employee for any reason except proven dishonesty and dismissal from the Department resulting from the violation of the laws of this State and the rules and regulations, all accrued and unused vacation, holidays and accumulated sick leave shall be paid to the Employee. The provisions of this section shall apply to Employees who retire, or are separated due to disability or death. In the latter case, payment shall be made to the Employee's estate, heirs or next of kin.

Section E. Notices received by the Township setting forth available seminars and special Police training courses through County and State agencies, shall be posted on the Employee bulletin board by the Chief or his designated representative. Any Employee who desires to attend shall submit a request in writing to the Chief. If such request is approved, or if any Employee attends such courses at the request of the Chief, any registration fees and

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other reasonable expenses of such schooling shall be paid for by the Township. If more than one Employee desires to attend, the Chief shall determine who shall attend at Township expense.

Section F. At least once in each calendar year each Employee covered by this Agreement shall be permitted to inspect his personnel file, and such inspection shall be noted in his file. Whenever a new item is placed into his personnel file, the Employee shall be notified and given the opportunity to review the documents evidenced by his signature and date. If the Employee elects, he may respond within five (5) calendar days to the document in his personnel file. A log shall be kept in each file, upon which the date and a description of all entries and deletions from the file shall be noted.

Section G. Whenever an Employee is required or permitted to take a test of promotion, whether oral or written, he shall be permitted to see the results of his personal test scores, provided that the consent of the person or persons giving the test and furnishing a report consents in writing and such consent is filed with the Public Safety Committee.

ARTICLE XV - BEREAVEMENT PAY

In the event an Employee sustains a death in his immediate family, he will be permitted to take four (4) consecutive eight (8) hour shifts or three (3) consecutive twelve (12) hour shifts off without loss of pay.

For purposes of this article, immediate family shall be defined as parents, spouse, children, sister, brother, grandparent, mother-in-law, father-in-law, or any relative living within the Employee's household.

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ARTICLE XVI - LEGAL AID

Section A. The Employer will provide the Employee with the necessary means for the defense of any action or legal proceeding arising out of or incidental to the performance of his duties, in which said Employee is a defendant, but excluding his defense in disciplinary or criminal proceedings instituted by the Township or Law Enforcement Agencies. If such disciplinary or criminal proceeding is dismissed or finally determined in his favor, he shall be reimbursed for the expense of the defense, including, but not limited to reasonable attorney's and arbitrator's fees.

ARTICLE XVII - SENIORITY

Section A. For purposes of transfer, lay-off, vacation scheduling and recall from layoff, Employees shall be governed by seniority. Seniority shall include the Employee's length of continuous service with the Employer, including such service credited to the Employee under the provisions of N.J.S.A. 40A:9-5, and shall be determined as follows:

1. By Rank
2. By Time In Grade

When lay-off is to occur, the least senior Employee in the lowest rank shall be laid off first, so that lay-off shall be of the least senior Employee in the department.

In the event of recall, Employees on lay-off status shall be recalled in the inverse order of lay-off and the Employer shall not hire any Employees on a permanent or temporary basis while a regular Police Officer is on lay-off status. The Township shall be permitted to use special Police Officers while any regular Employee is on lay-off status for emergency purposes, provided, however, such special Officers are not utilized for the purpose of performing job duties normally performed by a permanent Police Officer who is on lay-off status. In the event of recall, the Employee shall be notified in writing of such recall by certified mail, return receipt requested, addressed to him at his last known

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post office address, for his return to work within three (3) working days of receipt of such notification.

Seniority shall be broken only under the following circumstances:

- (1) Promotion
- (2) Voluntary termination
- (3) Termination for just cause
- (4) Failure to report to work within three (3) working days after receipt of notification of recall.

ARTICLE XVIII - SAVINGS CLAUSE

Section A. In the event any provision of this Agreement be invalidated by Federal or State Legislation, governmental regulation or court decision, the remainder of the Agreement not so invalidated shall remain in full force and effect.

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ARTICLE XIX - SMOKING POLICY

The terms and conditions regarding the smoking policy for members of the Collective Bargaining Unit are attached hereto in the Memorandum of Understanding (Schedule B).

10 3 7m

ARTICLE XX - DURATION

Section A. This Agreement shall be effective January 1, 2008, until December 31 2011, and thereafter until either party serves written notice at least sixty (60) days prior to the date of expiration of this Agreement of its desire to modify or terminate this Agreement.

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

Section B. The parties agree that during the term of this Agreement neither party shall be required to negotiate any terms or conditions of employment unless by mutual agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first written above.

TOWNSHIP OF WEST CALDWELL

WEST ESSEX PBA LOCAL NO. 81

By: Joseph Tomperio

By: [Signature]

By: [Signature]

By: [Signature]

ATTEST:

[Signature]

ATTEST:

[Signature]

SCHEDULE A-1

SALARY FOR OFFICERS HIRED BEFORE 4/3/03

POSITION	EFFECTIVE 01/01/00	EFFECTIVE 07/01/00	EFFECTIVE 01/01/09	EFFECTIVE 07/01/09	EFFECTIVE 01/01/10	EFFECTIVE 07/01/10	EFFECTIVE 01/01/11	EFFECTIVE 07/01/11
Lieutenant								
1	\$111,669	\$113,902	\$116,180	\$118,504	\$120,874	\$123,291	\$125,757	\$128,272
2	\$108,798	\$110,974	\$113,193	\$115,458	\$117,767	\$120,122	\$122,525	\$124,975
Sergeant								
1	\$98,909	\$100,888	\$102,905	\$104,963	\$107,063	\$109,204	\$111,388	\$113,616
2	\$96,052	\$97,973	\$99,933	\$101,932	\$103,970	\$106,050	\$108,171	\$110,334
Patrolman								
1 st Class	\$87,320	\$89,067	\$90,848	\$92,665	\$94,518	\$96,409	\$98,337	\$100,303
2 nd Class	\$76,459	\$77,988	\$79,548	\$81,139	\$82,762	\$84,417	\$86,106	\$87,828
3 rd Class	\$65,599	\$66,911	\$68,250	\$69,615	\$71,007	\$72,427	\$73,875	\$75,353
4 th Class	\$54,740	\$55,835	\$56,952	\$58,091	\$59,252	\$60,438	\$61,647	\$62,879
Academy/ Probation	\$37,230	\$37,975	\$38,734	\$39,509	\$40,299	\$41,105	\$41,927	\$42,766

DETECTIVE/CORPORAL and SERGEANT STIPENDS

Detective/ Corporal	\$2,040	\$2,081	\$2,122	\$2,165	\$2,208	\$2,252	\$2,297	\$2,343
Sergeant	\$765	\$780	\$796	\$812	\$828	\$845	\$862	\$879

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SCHEDULE A-2

SALARY FOR OFFICERS HIRED ON OR AFTER 4/1/03

POSITION	EFFECTIVE 01/01/08	EFFECTIVE 07/01/08	EFFECTIVE 01/01/09	EFFECTIVE 07/01/09	EFFECTIVE 01/01/10	EFFECTIVE 07/01/10	EFFECTIVE 01/01/11	EFFECTIVE 07/01/11
Lieutenant								
1	\$111,669	\$113,902	\$116,180	\$118,504	\$120,874	\$123,291	\$125,757	\$128,272
2	\$108,798	\$110,974	\$113,193	\$115,458	\$117,767	\$120,122	\$122,525	\$124,975
Sergeant								
1	\$98,909	\$100,888	\$102,905	\$104,963	\$107,063	\$109,204	\$111,388	\$113,616
2	\$96,052	\$97,973	\$99,933	\$101,932	\$103,970	\$106,050	\$108,171	\$110,334
Patrolman								
1 st Class	\$87,320	\$89,067	\$90,848	\$92,665	\$94,518	\$96,409	\$98,337	\$100,303
2 nd Class	\$76,459	\$77,988	\$79,548	\$81,139	\$82,762	\$84,417	\$86,106	\$87,828
3 rd Class	\$65,599	\$66,911	\$68,250	\$69,615	\$71,007	\$72,427	\$73,875	\$75,353
4 th Class	\$54,740	\$55,835	\$56,952	\$58,091	\$59,252	\$60,438	\$61,647	\$62,879
5 th Class	\$47,264	\$48,209	\$49,173	\$50,157	\$51,160	\$52,183	\$53,227	\$54,291
Academy/ Probation	\$37,230	\$37,975	\$38,734	\$39,509	\$40,299	\$41,105	\$41,927	\$42,766

DETECTIVE/CORPORAL and SERGEANT STIPENDS

Detective/ Corporal	\$2,040	\$2,081	\$2,122	\$2,165	\$2,208	\$2,252	\$2,297	\$2,343
Sergeant	\$765	\$780	\$796	\$812	\$828	\$845	\$862	\$879

04/09/2013