

Contract no 537

T

AGREEMENT

between

THE BOROUGH OF TETERBORO

and

PBA LOCAL 102, TETERBORO PATROLMEN BARGAINING UNIT

WHEREAS, the parties are parties to a collective bargaining agreement, which agreement is effective January 1, 1990 through December 31, 1991; and

WHEREAS, pursuant to Article XXV of the aforesaid agreement, the terms and conditions outlined therein continue to be in full force and effect until a successor agreement is executed; and

WHEREAS, the parties hereto have been involved in ongoing negotiations regarding a successor agreement; and

WHEREAS, the PBA Local 102, Teterboro Patrolmen Bargaining Unit has filed a petition for the initiation of compulsory interest arbitration with the New Jersey Public Employment Relations Commission ("PERC"), Docket No. IA-92-49; and

WHEREAS, each of the parties has sought several other avenues of relief from PERC concerning the employment relationship between the parties; and

WHEREAS, based upon reasons of economy and otherwise, the Borough of Teterboro has determined that it is in its best interests to abolish and disband its Police Department, Office of Chief of Police and other positions therein; and

WHEREAS, On June 23, 1992, the Borough of Teterboro adopted Ordinance No. 330 which Ordinance repeals its prior Ordinance No. 273, in part, and all amendments thereto, entitled "An Ordinance Establishing a Department of Police in the Borough of Teterboro, in the County of Bergen"; and

WHEREAS, as of July 31, 1992, the members of the bargaining unit will no longer be employed by the Borough of Teterboro; and

WHEREAS, the parties have reached an amicable settlement of all of the matters between them,

IT IS ON THIS 13th DAY OF October, 1992 AGREED THAT:

- 1) All terms and conditions of the collective bargaining agreement between the parties dated January 1, 1990 through December 31, 1991, shall continue for the period January 1, 1992 through July 31, 1992 in lieu of any other successor agreement, subject to the following Amendment entitled "Separation Agreement and Release";

- a) On January 1, 1993, the Borough of Teterboro shall pay and provide to each member of the PBA Local 102, Teterboro Patrolmen Bargaining Unit, a lump sum of \$25,000.00 (TWENTY-FIVE THOUSAND DOLLARS);
 - b) Each member of the Collective Bargaining Unit agrees to accept said sum as full and final settlement for any and all claims of compensation accrued and otherwise, including but not limited to, payment of any base compensation, overtime compensation, vacation pay, holiday pay, personal day pay, longevity pay, bereavement leave pay, court time pay, clothing allowance pay, PBA convention pay, sick leave pay, and terminal leave pay;
 - c) In consideration for the Borough's payment of the aforesaid sum, the PBA Local 102, Teterboro Patrolmen Bargaining Unit, and each of its members, releases the Borough from any and all past, present or future claims, known or unknown, arising out of each bargaining unit member's employment with the Borough;
 - d) This release and the promises contained herein are also binding upon and accrue to the benefit of the assigns, heirs, executors, and administrators of the predecessors, successors, and assigns of the Borough, and each past or present member of the Borough Council, the Mayor, employee, agent, representative, officer, or director of the Borough;
 - e) This separation agreement and release contains all of the promises and understandings of the parties. There are no other agreements or understandings except as set forth herein and this Separation Agreement and Release may be amended only by a written agreement by the parties;
 - f) The PBA Local 102, Teterboro Patrolmen Bargaining Unit, and each of its members, freely enters into and makes the promises contained in this Separation Agreement and Release;
- 2) In consideration of the foregoing, the PBA Local 102, Teterboro Patrolmen Bargaining Unit agrees to withdraw, with prejudice, all matters currently pending before the New Jersey Public Employment Relations Commission, or any arbitrator;
 - 3) In consideration of the foregoing, the Borough of Teterboro agrees to withdraw, with prejudice, all matters currently pending before the New Jersey Public Employment Relations Commission, or any arbitrator;

IN WITNESS WHEREOF, the parties hereto have entered their hands and seals this 13th day of Oct., 1992

Witness:

Margaret J. Cahill
MARGARET J. CAHILL, Borough Clerk

BOROUGH OF TETERBORO

Peter Neillands
PETER NEILLANDS, Municipal Manager

Delmar E. Watt
DELMAR E. WATT, Mayor

Witness:

PBA LOCAL 102, TETERBORO
PATROLMEN BARGAINING UNIT

Dan Sansone

Jeffrey Vecchione

Jeffrey Vecchione

Dan Sansone

Jeffrey Vecchione Dan Sansone
BY

Jeffrey Vecchione
JEFFREY VECCHIONE

Robert S. Cicala
ROBERT S. CICALA

Daniel T. Sansone
DANIEL T. SANEVERE

Barry Leventhal
BARRY LEVENTHAL

1

A G R E E M E N T

Between

BOROUGH OF TETERBORO

and

POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 102,

TETERBORO PATROLMEN BARGAINING UNIT

Effective January 1, 1990 through December 31, 1991

ALFRED G. OSTERWEIL, ESQ.
FERRY PLAZA BUILDING
P.O. Box 300
EDGEWATER, NEW JERSEY 07020-0300

I N D E X

Preamble.....	1
Recognition.....	2
Probation.....	3
Base Compensation.....	4
Vacations.....	5
Holidays.....	7
Health Benefits.....	8
Life Insurance.....	11
Payment of Insurance Premiums.....	12
Longevity Pay.....	13
Personal Days.....	14
Bereavement Leave.....	15
Court Time.....	17
Clothing Allowance.....	18
Retention of Service Time.....	19
Sick Leave.....	20
Management Rights.....	21
Special Police.....	22
Grievance Procedure.....	23
Personnel Files.....	26
Terminal Leave.....	27

I N D E X

Senority.....28
Agency Shop.....30
Work Day, Work Week and Overtime.....32
PBA Conventions.....33
Effective Date and Duration of this Agreement.....34
Recall.....35
Signature Page.....36
Schedule A, Salaries.....37
Schedule B, Senority List.....38

PREAMBLE

This Agreement entered into this 30th day of July, 1990, by and between the BORO OF TETERBORO, New Jersey, Hereinafter referred to as the "Borough" and POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 102, hereinafter referred to as the "PBA".

ARTICLE I

RECOGNITION

The Borough of Teterboro hereby recognizes PBA Local 102, Teterboro Bargaining Unit, as the sole and exclusive representative of all Patrolmen of the Police Department of the Borough of Teterboro.

ARTICLE II

PROBATION

All Employees of the Police Department of the Borough of Teterboro shall serve a probationary period of twelve (12) months and shall have no seniority rights during this period but shall be subject to all other clauses of this Agreement. All above-mentioned Employees who have successfully completed the probationary period shall be known as permanent Employees and the probationary period shall be considered part of the seniority time.

ARTICLE III

BASE COMPENSATION

The base compensation for Employees covered by this Agreement shall be as set forth in Schedule A.

ARTICLE IV

VACATIONS

All members of the Department shall be entitled to annual vacation leave, with pay as follows:

[A] <u>Length of Employment</u>	<u>Working Days</u>
Upon Completion of One (1) Year	5 Working Days
Second Year to Completion of Five (5) Years	10 Working Days
Fifth Year to Completion of Ten (10) Years	15 Working Days
Tenth Year to Completion of Fifteen (15) Years	20 Working Days
After Fifteenth Year	25 Working Days

All Employee's "length of employment" for all persons hired on or after January 1, 1986 shall be defined as length of employment with the Borough of Teterboro. All persons hired prior to January 1, 1986 shall have their length of employment calculated pursuant to Appendix B.

[B] If a vacation is denied or is made unavailable by virtue of Police Department business then it shall be carried forward to

the succeeding year only.

[C] The Chief of Police shall post a schedule by December 1 of each year from which Employees may select their vacation for the succeeding year. Employees shall select their vacation based upon seniority by rank. The ten (10) day period immediately preceding Christmas in each year is recognized to not be available for vacation selection. The Chief of Police shall thereafter, not later than January 1 of the selection year, post the annual schedule showing the vacation selections. If an Employee fails to make a timely selection during the month of December or if for any reason requests a modification of previously scheduled vacation time, then such changes shall be on a first-come-first-serve basis and shall be within the discretion of the Chief of Police.

ARTICLE V

HOLIDAYS

All members of the Police Department of the Borough of Teterboro shall be entitled to paid holidays per year as follows:

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
6. Easter Sunday
7. Memorial Day
8. Independence Day
9. Labor Day
10. Columbus Day
11. Veterans Day
12. General Election Day
13. Thanksgiving Day
14. Christmas Day

PAYMENT FOR HOLIDAYS

Payment for seven (7) holidays shall be made during the first period in June and the payment for the remaining seven (7) holidays shall be made during the first pay period of December. The fourteenth (14th) holiday shall become effective on January 1, 1988.

ARTICLE VI

HEALTH BENEFITS

[A] The Borough shall continue to provide to all Employees of the Police Department of the Borough of Teterboro and members of their immediate families, where applicable, the health benefits presently provided to said Employees.

The said health benefits are provided under a program furnished by The Travelers Insurance Company under Policy GA 534453B and said program includes Major Medical provisions, payment of doctors bills, laboratory work and x-rays. All of the said benefits are described in a booklet which has been distributed to all Employees of the Borough of Teterboro. The most current booklet issued to the Employees of the Borough of Teterboro bear the effective date of October 1, 1986.

Should any later publication be issued by Travelers describing the benefits of the plan, the Borough agrees that it will obtain copies of the said booklets and distribute same to all Employees of the Borough of Teterboro. The Borough agrees to make available the most current information which is available from the insurance carriers for the respective coverages. The Borough further agrees to make copies of the insurance contracts available to the PBA which may be photocopied for PBA information and review.

[B] Upon retirement Employees and their dependents shall be provided with full health benefits as are specified in the Article during the life of the Employee (retiree). If an Employee leaves the employ of the Borough of Teterboro prior to retirement then any and all benefits under this provision shall cease. Retirement as is used in this Article shall be defined pursuant to the New Jersey Police and Fire Retirement Statutes.

[C] Upon the death of an active, retired, or disabled Employee, the family security benefits will be continued for two (2) years beyond the death of the Employee for dependent members of the Employee's immediate family.

DENTAL PLAN

The Borough of Teterboro shall continue in effect the dental plan presently carried by it which plan is issued by the Delta Dental Plan of New Jersey, Inc., initiated January 1978.

The Borough of Teterboro shall furnish to the Employees covered by said plan any literature explaining the plan which may be issued by the carrier of said plan.

The present plan shall include orthodontic benefits which will become effective as of October 1, 1986, for the dependent children up to the age of nineteen (19) years of full timestudent up the age of twenty-three (23). Said coverage shall be

for a maximum of One Thousand (\$1,000.00) Dollars per case.

Prescription Plan

The Borough of Teterboro shall continue in effect the prescription plan presently covered by The Travelers Insurance Company.

Full Vision Plan

The Borough of Teterboro shall continue in effect a full vision plan presently covered by The Travelers Insurance Company.

Change in Carrier

The Borough of Teterboro reserves the right to change the carrier providing the health benefits hereinabove referred to provided however, that the benefits to be furnished by a replacement carrier shall be at least the equivalent of the benefits presently being furnished or better.

ARTICLE VII

LIFE INSURANCE

The Borough of Teterboro shall provide every member of the bargaining unit of the Police Department of The Borough of Teterboro with life insurance coverage of one times the Employee's base salary while the Employee is employed in the active service of the Borough. Said coverage will provide up to maximum of Forty Thousand (\$40,000.00) Dollars to be paid to the designated beneficiary of the estate of the deceased.

The amount of Forty Thousand (\$40,000.00) Dollars shall be reduced to a maximum of Twenty Thousand (\$20,000.00) Dollars if the Employee is still actively employed by the Borough of Teterboro on the day preceding his 70th Birthday.

Upon retirement, under conditions set forth in the Police and Firemen's Retirement Statutes of New Jersey, a flat Ten Thousand (\$10,000.00) Dollar death benefit shall be payable to the estate of the covered retiree or to the retiree's designated beneficiary.

ARTICLE VIII

PAYMENT OF INSURANCE PREMIUMS

The Borough of Teterboro shall pay the entire cost of medical, health and life insurance policies so long as Employees remain in the employ of the Borough of Teterboro or whenever an Employee is retired on normal retirement or disability retirement.

ARTICLE IX

LONGEVITY PAY

Effective as of January 1, 1986, all Employees of the Police Department of the Borough of Teeterboro covered by this agreement, shall be entitled to receive longevity pay increment expressed in terms of percentages of their annual base in accordance with the following schedule:

One Year to the completion of Four (4) years	4%
Five Years to the completion of Eight (8) years	5%
Nine Years to the completion of Twelve (12) years	6%
Thirteen Years to the completion of Sixteen (16) years	7%
Seventeen Years to the completion of Twenty (20) years	8%
Twenty-one Years to the completion of Twenty-Four (24) Years	9%
Twenty-Five (25) Years or over	10%

Longevity payments shall be folded into employees' regular pay. If an Employee's anniversary date of employment is after July 1 of any year, longevity payments of such Employee shall begin as of January 1 of the following year.

ARTICLE X

PERSONAL DAYS

In addition to any other leave provided for in this Agreement, each Employee shall be entitled to five (5) personal days off with pay, during the calendar year. Personal days may be taken at the convenience of the Employee subject to advance approval by the Chief of Police. Personal days which are requested and denied may be carried forward into the subsequent year only.

ARTICLE XI

BEREAVEMENT LEAVE

All members of the bargaining unit of the Police Department of the Borough of Teterboro shall be entitled to ~~three~~ (3) working days leave with pay upon the death of a member of the immediate family. Immediate family shall include spouse, children, parents, brother, sister, grandparents of Employees or their spouses, aunts, uncles, nieces, nephews, sisters-in-law or brothers-in-law.

Bereavement leave shall not be charged against the Employee's vacation or other leave.

Any other bereavement absence or extension of absence or leave under the provision of this Article, however, may at the option of the Chief of Department be charged against available vacation time or may be taken without pay for a reasonable period under the discretion of the Chief.

Notwithstanding the provisions hereinabove set forth, if the death or burial shall occur while an Employee is on a regularly scheduled day off, then the Employee shall not be entitled to bereavement leave in place of the regular day off.

Whenever the taking of bereavement leave by an employee results in another employee having his shift switched in order to cover the

shift vacated by the employee who is out on bereavement leave, the employee who has been switched into that shift shall be compensated at the overtime rate.

ARTICLE XII

COURT TIME

Whenever an Employee covered by this Agreement is required to attend any Court or Administrative proceeding on said Employee's off duty time then said Employee shall be paid for such appearances at the overtime rate (time and one-half [1-1/2] with a minimum of two (2) hours pay at the overtime rate for each such appearance. In the event that an Employee has been subpoenaed to appear in Municipal Court at any time when he is not regularly scheduled to work, and the Municipal Court matter is cancelled or postponed upon less than forty-eight (48) hours notice to the Employee, the Employee shall receive compensation of two (2) hours pay at regular straight time. Appearances as are covered by this Article shall be defined as those appearances which arise out of the Employee's status as a member of the Teterboro Police Department.

ARTICLE XIII

CLOTHING ALLOWANCE

The Borough shall pay on account for each Employee covered by this Agreement, who has completed at least one (1) year as a member of the Police Department of the Borough of Teterboro, a clothing allowance which is to be used towards uniform and equipment replacement. For 1990 the annual clothing allowance shall be in a sum up to Five Hundred (\$500.00) Dollars payable by a Two Hundred Fifty (\$250.00) Dollars voucher to the supplier of said uniform and/or equipment, and the remaining Two Hundred Fifty (\$250.00) Dollars in cash paid to each Employee on April 15th. Effective April 15, 1991, the annual clothing allowance shall be in the amount of \$750.00, payable by a \$250.00 voucher, and the remaining \$500.00 to be paid in cash to each Employee on April 15th.

ARTICLE XIV

RETENTION OF SERVICE TIME

All Police Officers who commence their service with the Borough of Teterboro prior to January 1, 1986, having prior police service as a Police Officer for any official police agency, shall carry over such service time. Such time will be added to the seniority years of service with the Borough of Teterboro.

All Police Officers commencing their service with the Borough of Teterboro from and after January 1, 1986 shall not have such time from other departments counted towards their service time in the Borough of Teterboro.

ARTICLE XV

SICK LEAVE

Employees covered by this Agreement shall be entitled to unlimited sick time up to a maximum of one (1) year. Sick time shall be available on an as-needed basis. The Employer has the right to request a physician's statement for each absence for sick time where the Employee uses three (3) or more consecutive sick days.

ARTICLE XVI

MANAGEMENT RIGHTS

The Borough hereby retains the right to manage and control its Police Department facilities and in addition retains the right to direct the working force, hire, promote, transfer, discipline or discharge Employees for just cause.

The Borough, in accordance with applicable laws and regulations, retain full jurisdiction and authority over matters of policy and retains the right to lay-off Employees pursuant to the appropriate New Jersey Statutes and the Employer further retains full jurisdiction over facilities entrusted to it and the authority to determine methods, means and personnel by which such operations are to be conducted, and further, to take whatever action is deemed necessary to carry out the mission of the Police Department in any situation whatsoever.

ARTICLE XVII

SPECIAL POLICE

The Borough of Teterboro agrees that it will not use Special Police to perform duties performed by regular Police Officers.

ARTICLE XVIII

GRIEVANCE PROCEDURE

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

For purposes of this Agreement, the term "grievance" means any complaint, difference or dispute between the Employer and any Employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement or any applicable rule or regulation, or policies, agreements or administrative decisions affecting any Employee(s) covered by this Agreement.

The procedure for settlement of grievances shall be as follows:

A. STEP ONE

In the event that any Employee covered by this Agreement has a grievance within thirty (30) calendar days of the occurrence of the event being grieved, the Employee shall present the grievance in writing to the Chief of Police or his designee. The Chief of Police shall have twenty (20) calendar days to respond.

B. STEP TWO

If the Association wishes to appeal the decision of the Chief of Police or his designee, it shall be presented in writing to the Employer's Municipal Manager or other delegated representative within twenty (20) calendar days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Employer's Municipal Manager or delegated representative may give his decision in writing within twenty (20) calendar days of receipt of the written grievance.

C. STEP THREE

(1) If no satisfactory resolution of the grievance is reached at STEP TWO then within twenty (20) calendar days the grievance shall be referred to the Public Employment Relations Commission for the selection of an Arbitrator, pursuant to the rules of the Commission. The decision of the Arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.

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

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

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

(5) All time limits shall be strictly adhered to and

any grievance not initiated within the timeframe provided shall be deemed abandoned. If the Chief of Police or the Municipal Manager is unavailable then said unavailability shall toll the running of the time for processing of the grievance.

ARTICLE XIX

PERSONNEL FILES

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.

Any member of the Police Department may by appointment review his personnel file but this appointment for review must be made through the Chief of Police or his designated representative.

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

All personal history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom. Removal of any material from a personal history file by any member of the force shall subject the member to appropriate discipline.

ARTICLE XX

TERMINAL LEAVE

Each member of the Bargaining Unit will be given terminal leave upon retirement. At the Employee's sole option it may be taken as a cash payment on the day of retirement, or going on leave for the last months of service while continuing to receive paychecks. This terminal leave will be given for all retirements based on the following years of service in accordance with the schedule set forth below:

One (1) month for Fifteen (15) Years of Service

Two (2) months for Twenty (20) Years of Service

Four (4) months for Twenty-Five (25) Years of Service

The rate of pay for retirement shall be the rate of pay in effect the first day of the year in which the retirement takes place.

Any member of the Bargaining Unit planning to retire shall notify the Municipal Manager and Chief of Police, in writing, of his intention to retire no later than November 30 of the year preceding the year in which said individual plans to retire. In the event such notice is not given by said date, then the terminal leave payments above referred to shall at the option of the Borough not be due and payable until the year following the year in which said retirement takes place.

ARTICLE XXI

SENIORITY

Seniority is defined to mean the accumulated length of service with the Department, computed by the time in grade for each rank. In the event time in grade cannot be determined by date of rank, then in that event, time in service by date of appointment shall apply. An Employee's length of service shall not be reduced by time lost due to an absence from his employment for bona fide illness or injury certified by a physician not in excess of one (1) year. Such certification shall be subject to review by the Police Surgeon, if any, or any physician mutually acceptable to the parties.

All Employees hired after January 1, 1986 upon the successful completion of their probationary period shall have their seniority calculated from the date of hire.

Employees hired prior to January 1, 1986 who had previously served in Police Departments of other municipalities shall have included in their seniority the periods of time served in other Police Departments.

Period of unpaid leave of absences shall not count toward seniority.

In the event the provisions of any law dealing with seniority

shall conflict with the provisions of this Article, the provisions of said law shall govern.

ARTICLE XXII

AGENCY SHOP

Section 1. Any permanent Employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new permanent Employee who does not join within thirty (30) days of initial employment within the unit, and any permanent Employee previously employed with the unit who does not join within ten (10) days of re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees, and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees, and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the Employees in the unit, provided that no modification is made in this provision between the Union and the Employer.

Section 2. The Union agrees that it will indemnify and save harmless the Borough against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the Borough at the request of

the Union under this Article.

Section 3. Department members shall be solely responsible for payment of membership dues and Mutual Aid.

ARTICLE XXIII

WORK DAY, WORK WEEK AND OVERTIME

(A) WORK WEEK

The average basic work week for each Patrolmen will be thirty-seven point one (37.1) hours based on a yearly total of one thousand nine hundred twenty-nine (1,929) hours.

(B) Work in excess of the Employee's basic work week or tour for a day is overtime.

(C) Overtime pay of time and one-half (1-1/2) will be paid for all work in excess of the basic eight (8) hour day. Employee's overtime pay rate will be based on his base pay plus longevity divided by 1,929 hours yearly multiplied by 1.5.

(D) The current scheduling system shall continue.

(E) Employees shall be permitted to engage in mutual swaps of their schedule shifts with the approval of the Chief of Police, which shall not be unreasonably withheld.

ARTICLE XXIV

PBA CONVENTIONS

When a Department member is serving as President of PBA Local 102, PBA Local Convention delegate, or PBA State delegate, he will be given time off with pay to attend such conventions as are defined in Title 40A. If the Department has only one member serving as PBA Local President, Convention delegate, or State delegate, then one additional member of the Department will be given time off with pay to attend such conventions under Title 40A. In such a case, PBA Local 102 will designate which additional member, if any, will be the additional Department member to attend the convention. If no Department member is serving as PBA Local 102 President, Convention delegate or State delegate, then the unit shall be permitted to send one (1) member to such conventions with time off and full pay as per Title 40A. No unit member who attends a convention under the conditions set forth herein shall be required to use any vacation, personal, or floating days to attend such convention, as per Title 40A.

If an employee's scheduled shift is changed in order to cover a shift vacated by an employee who is attending a convention pursuant to the previous paragraph and the employee whose shift is being changed is already scheduled to work on that day, then the employee will not put in for overtime payment for the shift change. If, however, the employee is scheduled to be off that day then overtime shall be paid for the shift change.

ARTICLE XXV

EFFECTIVE DATE AND DURATION OF THIS AGREEMENT

This Agreement shall become effective upon signing and execution thereof by the parties and shall be retroactive to January 1, 1990 except where otherwise provided in this Agreement.

This Agreement shall have a term from January 1, 1990 through December 31, 1991. If the parties have not executed a successor agreement by December 31, 1991, then this Agreement shall continue in full force and effect until a successor Agreement is executed.

Negotiations for a successor Agreement shall be in accordance with the Rules of the Public Employment Relations Commission.

ARTICLE XXVI

RECALL

Whenever an Employee is called in by the Borough to work for a period of time which is not contiguous to the Employee's regularly scheduled shift, the Employee shall be compensated at the overtime rate for a minimum of two (2) hours pay. The Borough retains the right to work the Employee for the entire two (2) hours under such circumstances.

SCHEDULE A
WAGE SCHEDULE

1990	1991	1991
<u>BASE WAGE</u>	<u>BASE WAGE</u>	<u>BASE WAGE</u>
Patrolman		
(Effective 4/1/90)	(Effective 4/1/91)	(Effective 7/1/91)
After 4 Years:		
42,924.20	47,216.62	47,416.62
After 3 Years:		
39,406.40	43,347.04	43,547.04
After 2 Years:		
35,592.70	39,151.97	39,351.97
After 1 Year:		
30,508.50	33,559.35	33,759.35
Probationary:		
24,200.00	26,620.00	26,820.00

APPENDIX B

SENIORITY LIST

<u>Police Officer</u>	<u>Date of Appointment</u>
Patrolman Robert S. Cicala	December 1, 1973
Patrolman Jeffrey Vecchione	December 2, 1977
Patrolman Daniel T. Sansevere	March 31, 1978
Patrolman Barry Leventhal	January 1, 1986

IN WITNESS WHEREOF, the parties hereto have entered their hands and seals this 30th day of July 1990.

WITNESS:

Margaret J. Cahill

BOROUGH OF TETERBORO

Michael W. Tedesco
R. Robinson E. Witt

WITNESS:

Margaret J. Cahill

FBA LOCAL NO. 102

TETERBORO BARGAINING UNIT

Mike Vecchione
Daniel T. Samways

SCHEDULE A
WAGE SCHEDULE

1990	1991	1991
BASE WAGE	BASE WAGE	BASE WAGE
<u>Patrolman</u>		
(Effective 4/1/90)	(Effective 4/1/91)	(Effective 7/1/91)
After 4 Years:		
42,924.20	47,216.62	47,416.62
After 3 Years:		
39,406.40	43,347.04	43,547.04
After 2 Years:		
35,592.70	39,151.97	39,351.97
After 1 Year:		
30,508.50	33,559.35	33,759.35
Probationary:		
24,200.00	26,620.00	26,820.00

APPENDIX B

SENIORITY LIST

<u>Police Officer</u>	<u>Date of Appointment</u>
Patrolman Robert S. Cicala	December 1, 1973
Patrolman Jeffrey Vecchione	December 2, 1977
Patrolman Daniel T. Sansevere	March 31, 1978
Patrolman Barry Levanthal	January 1, 1986

APPENDIX B

SENIORITY LIST

<u>Police Officer</u>	<u>Date of Appointment</u>
Patrolman Robert S. Cicala	December 1, 1973
Patrolman Jeffrey Vecchione	December 2, 1977
Patrolman Daniel T. Sansevere	March 31, 1978
Patrolman Barry Levanthal	January 1, 1986