

*Contract no. 868*

A G R E E M E N T  
B E T W E E N

THE TOWNSHIP OF THE BOROUGH OF CALDWELL  
AND  
WEST ESSEX PBA LOCAL 81  
(CALDWELL UNIT)

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JANUARY 1, 1990 through DECEMBER 31, 1992

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LAW OFFICES:

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## INTRODUCTION

AGREEMENT made on the        day of        1990, by and between WEST ESSEX PBA, LOCAL 81, (from now on called the "PBA") on behalf of itself and the members of the bargaining unit (from now on called the "Officers") now employed or hereafter employed by the TOWNSHIP OF THE BOROUGH OF CALDWELL (from now on called the "EMPLOYER").

WHEREAS, the Employer is a municipality which must establish and maintain law and order within its borders through the exercise of its police power; and

WHEREAS, the PBA has been designated by the majority of the Officers as their exclusive bargaining agent with respect to wages, hours and other conditions of employment; and

WHEREAS, it is recognized that the efficient and orderly method of establishing and maintaining peaceful and harmonious labor relations and of dealing with the problems and controversies arising out of employment is through negotiations and agreement, rather than through strikes and lockouts; and

WHEREAS, the parties are desirous of maintaining and promoting the highest standards of professionalism and police work;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

## ARTICLE I - BARGAINING UNIT

A. The Employer recognizes the PBA as the exclusive bargaining agent for the Officers, including Officers regularly assigned to the Detective Bureau, now employed or hereafter employed by the Employer in the following classifications, title and/or positions:

Probationary A Patrolman

Probationary B Patrolman

Patrolman (First, Second, Third, Fourth and Fifth Grades)

Sergeant

Lieutenant

Excluded from the bargaining unit shall be those now employed or hereafter employed by the Employer in the following classifications, titles and/or positions only:

Captain

Chief of Police

B. The term "parties" when used in this Agreement shall mean the Employer and the PBA in its capacity as the exclusive bargaining agent for the bargaining unit.

C. Unless otherwise indicated, the term "Officer", when used hereafter in this Agreement, shall refer to the members of the bargaining unit is changed, the Employer will consult with the PBA to determine whether the new or changed title should be included in the bargaining unit. If the parties cannot agree whether the new title is to be included in or excluded from the bargaining unit, the matter shall be processed in accordance with the New Jersey Employer-

Employee Relations Act and the rules and procedures of PERC. Pending the disposition of the challenge, the Employer may create the position and fill the vacancy subject to the determination of PERC.

## ARTICLE II - NO DISCRIMINATION

A. The opportunity to give and obtain employment without discrimination because of race, creed, color, sex or national origin is hereby recognized by the parties to this Agreement.

B. The parties hereto agree with the declaration of policy contained in N.J.S.A. 34:13A-2 and further agree that it will be the parties' affirmative duty to guarantee and protect those rights granted to Officers under N.J.S.A. 34:13A-5.3.

## ARTICLE III - VISITATION

A. An Officer, Bargaining agent and/or Counsel for the PBA or the PBA's designee may enter the Police Department at reasonable times during working hours for the purpose of investigating facts relating to Officer grievances or other matters relating to the operation of this Agreement. Up to a maximum of two aggrieved Officers may be released from duty in order to confer with the PBA representatives, subject to the reasonable scheduling demands of the Employer.

B. The Employer shall make a bulletin board available to the PBA for the purpose of posting PBA notices.

#### ARTICLE IV - NEW OFFICERS AND PROBATIONARY PERIOD

A. Within Thirty (30) days after hiring a new Officer, the Chief of Police shall arrange for the immediate placement of the new Officer in the New Jersey Police Academy.

B. In the event a new Officer successfully completes instruction at the Police Academy and reports back for duty, he shall work on a trial or probationary basis for the first twelve (12) months of service, measured from his date of hire.

C. During the first twelve (12) months of service, a new Officer may be discharged for any reason which need not be stated by the Employer. Upon conclusion of the twelve (12) month period, an Officer shall not be discharged except for justifiable cause stated in writing such discharge being subject to the Grievance Procedure of this Agreement.

#### ARTICLE V - SENIORITY

A. Purpose:

(1) "Seniority" shall mean an Officer's length of continuous service with the Employer, including any service which must be credited under applicable State Law.

(2) Officers shall be governed by seniority for purposes of transfer, lay-off, recall and scheduling of vacations. In the promotion process, seniority shall be one of the factors given consideration.

B. Lay-Offs:

(1) In the event of lay-off, seniority shall be determined as follows:

(a) By classification

(b) By department

(2) When a lay-off occurs, the least senior Officer in the classification affected shall be laid off first. In the event the Officer is more senior than an Officer in a different classification, he shall be permitted to bump the least senior Officer in the different classification.

(3) As long as any Officer is on lay-off status, the Employer shall not:

(a) Hire a new Officer on either a temporary or permanent basis, or

(b) Direct another Township employee to perform bargaining unit work except in the case of emergency other than an emergency created by the Employer laying off Officers. For the purposes of Section B. "Emergency" means a sudden, urgent unforeseen occurrence or occasion requiring immediate action, such as in the case of fire or serious car accident.

C. Recall:

(1) Officers on lay-off status shall be recalled in the inverse order of lay-off.

(2) In the event of recall, the Employer shall serve

written notice, by Certified Mail, return-receipt requested, upon the PBA and the Officer affected, directing the Officer to report back to work within five (5) work days after receipt.

D. Seniority shall be broken only under the following circumstances:

1. Voluntary termination,
2. Termination for justifiable cause, or
3. Failure to report back to work within five (5) work days after receipt of a recall notice.

#### ARTICLE VI - GRIEVANCE PROCEDURE

A. Purpose:

The parties agree that it is in their best interests that all grievances should be resolved promptly fairly and equitably, with the following understanding:

(1) This procedure may be invoked by a "grievant", who may be:

- (a) An Officer covered by this Agreement, and/or
- (b) The PBA whenever, in the sole discretion of the PBA, the scope of the grievance involves the bargaining unit as a whole, and this procedure shall be the exclusive means of seeking, adjusting and resolving grievances.

(2) Whenever an Officer or a PBA representative who is also an Officer is scheduled by the parties to participate in a



grievance procedure during working hours, the Officer shall not lose pay or benefits.

B. Definition of a Grievance:

A grievance is an allegation by an Officer or the PBA that there has been a breach, misinterpretation or improper application of the terms of this Agreement; provided, however, any matter of discipline covered by N.J.S.A. 40A:14-147, et seq., shall not be included in this definition.

C. Informal Procedure:

(1) An aggrieved Officer shall orally present and discuss a grievance with his immediate supervisor on an informal basis.

(2) Should an informal discussion not produce a satisfactory settlement, the aggrieved Officer may, within three (3) work days, move the grievance at the first formal step.

D. Formal Steps

(1) STEP ONE

A grievant shall submit the grievance in writing to the Chief of Police and two members of the Police Committee of the Borough Council, who shall meet with the grievant and/or PBA representatives for the purpose of discussing the grievance and, where applicable, witnesses may be heard and pertinent records received. The Chief of Police and two members of the Police Committee shall render in writing, a written decision of the grievant and/or PBA representatives within three (3) work days of the conclusion of discussion of the grievance.

(2) STEP TWO

If the grievant is not satisfied with the disposition of the grievance at Step One, the grievant may submit the grievance to the Mayor and Council along with the decision rendered at Step One and pertinent records that have been received at the preceding hearing. A meeting on the grievance shall be held between the Mayor and Council and the grievant, and their representatives, which shall not be public unless the parties so agree in writing. Where appropriate, witnesses may be heard and pertinent records received. The Mayor and Council shall render a written decision to the grievance and/or PBA representatives within five (5) work days of the conclusion of discussion of the grievance.

(3) STEP THREE

(a) If the grievant is not satisfied with the disposition of the grievance at Step Two, the PBA shall file a Notice, within fifteen (15) work days of receipt of the decision of the Mayor and Council, requesting submission to arbitration. The parties shall select an arbitrator from a panel of proposed arbitrators pursuant to the normal procedures adopted by the Public Employment Relations Commission.

(b) The arbitrator must render a decision within thirty (30) days after the complete submission of the grievance to him and his decision shall bind the parties and have the effect of a judgment entered upon an award made, as provided by the provisions of N.J.S.A. 2A:24-1, et seq., entitling the entry of judgment in a Court

of competent jurisdiction against the defaulting party who fails to carry out or abide by the decision.

(c) The parties shall bear the costs of arbitration equally.

(d) The arbitrator shall not have power to add to or subtract from this Agreement and shall rely upon only the provisions contained herein.

#### E. Time Limits

(1) The grievant must initiate and present a grievance at Step One within twenty-one (21) calendar days from either the date on which the act which is the subject of the grievance occurred or the date on which the grievant first learns of the act.

(2) In the event the time limitations for rendering a written decision imposed under Steps One and Two above are not complied with, the grievance shall, upon request, be moved to the next higher step.

(3) Upon receiving a request to discuss a grievance on the level of Step One, the Chief shall expeditiously arrange a meeting to discuss such grievance at a time convenient for all parties, but in no event shall such meeting be scheduled later than five (5) work days from such request. Similarly, the Mayor and Council shall arrange that a Step Two meeting be held at a time convenient for all parties, but in no event more than ten (10) work days after receipt of request. In the event such time limitations are not met, the grievance, upon request shall be moved to the next higher step.

(4) All time limits provided for in this Article may be extended by mutual written agreement of the parties at the level involved and every effort shall be made to expedite the process of resolving grievances. All time limitations shall be considered to be of the essence and not merely procedural.

(5) The number of days indicated in this Article will be considered as maximum and every effort shall be made to expedite the process of resolving grievances. All time limitations shall be considered to be of the essence and not merely procedural.

F. No reprisal of any kind shall be taken against any grievant in this grievance procedure by reason of participation in such procedure.

G. A grievance may be withdrawn by the grievant at any level without prejudice.

#### ARTICLE VII - HOURS OF WORK AND OVERTIME

##### A. Work Week and Day

(1) The regular work week shall be forty (40) hours, consisting of five (5) work days in any week.

(2) The work day shall consist of eight (8) consecutive hours in any one (1) day of the work week.

##### B. Overtime

(1) In the event an Officer is directed by a Superior or reasonably required by the circumstances to continue working after the completion of the eighth consecutive hour of his normal work day,

any such work shall constitute overtime work which shall be compensated at the premium rate of time and one-half ( $1\frac{1}{2}x$ ) his regular hourly rate of pay, with a minimum guarantee of two (2) hours of premium pay.

(2)(a) Any Officer who is required to work after the completion of his regularly scheduled shift and before the beginning of his next regularly scheduled shift and before the beginning of his next regularly scheduled shift, shall be compensated for such "call-in:" overtime work at the premium rate of time and one-half ( $1\frac{1}{2}x$ ) his regular hourly rate of pay, with a minimum guarantee of four (4) hours of premium pay. "Work", for purposes of this sub-paragraph, shall mean regular police duty work and training.

(b) Any Officer who is required to appear before any Grand Jury, Juvenile Court or any upper Court at a time other than his regularly scheduled work shift, shall be compensated at his regular hourly rate for all such hours, with a minimum guarantee of six (6) hours pay.

(c) Any Officer who is required to appear at a Municipal Court at a time other than his regularly scheduled work shift, shall be compensated at the premium rate ( $1\frac{1}{2}x$ ) for all such hours actually worked. The provisions of Sections B(2)(a) and B(2)(b) of this Article shall not apply to time worked in connection with Municipal Court appearance.

#### C. Manner of Payment of Overtime

(1) Officers entitled to overtime pay under this Article

may be compensated in either cash payments or "compensatory time off", at the discretion of the Chief of Police. However, no Officer shall be eligible to accumulate compensatory time off in excess of a maximum of forty (40) hours.

(2) In the event an Officer reaches the maximum accumulation of compensatory time, any overtime hours shall be compensated in cash payments until such time as the Officer's accumulation of compensatory time is less than forty (40) hours. When it is again permissible, the Chief of Police may again allocate overtime hours to be paid in the form of compensatory time.

D. The provisions of Section B and C of this Article shall not apply to an Officer who voluntarily switches shifts or voluntarily remains on shift to cover for an Officer reporting to work later.

E. At any time during the Contract year, if a Patrolman is required to take over the duties of a Sergeant for a period in excess of fifteen (15) days, he shall receive an additional \$220.00 per month, prorated, retroactive to the first day. This provision will not apply to such replacement caused by a Sergeant's vacation, use of holiday time, accrued compensatory time or personal days or for periods during which a Sergeant is at school or other training.

F. Officers assigned to the Detective Bureau and Juvenile Officers shall, as stated in Section B of this Article, receive overtime compensation at the premium rate of time and one-half ( $1\frac{1}{2}x$ ) their regular hourly rate of pay, except that such Officers shall not be entitled to the minimum guarantees stated therein.

ARTICLE VIII - WAGES

A. Wage Increase - Schedule A, Attached hereto and made a part hereof, sets forth in base compensation and the effective dates thereof for the classifications of Officers covered by this Agreement.

B. Differential

1. The base pay for Lieutenants shall exceed Sergeant's Pay by a minimum of ten (10%) percent.

2. The base pay for Sergeants shall exceed top Patrolman's pay by a minimum of ten (10%) percent.

3. Effective January 1, 1992, the differential between each rank covered herein shall be twelve (12%) percent.

C. Longevity

As part of regular compensation, an Officer shall receive Longevity compensation as follows:

<u>Service</u>	<u>Payments</u>
More than five years	2% of base compensation
More than 10 years	4% of base compensation
More than 15 years	6% of base compensation
More than 20 years	8% of base compensation
More than 25 years	10% of base compensation

D. Detectives

An Officer regularly assigned to the Detective Bureau shall receive additional compensation at an annual rate of ~~\$1,000.00~~,

payable in the first pay period of each calendar year.

E. Juvenile Officers

An Officer assigned to the position of Juvenile Officer shall receive additional compensation at an annual rate of \$500.00 payable in the first pay period of each calendar year.

ARTICLE IX - HOLIDAYS

A. An Officer shall be guaranteed thirteen (13) paid holidays each calendar year: New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Election Day, Thanksgiving Day, Christmas Day and the Officer's Birthday.

B. Payment for holidays shall be semi-annually as follows: Payment for 6½ days with the first regular paycheck in June and payment for the remaining 6½ days with the first regular paycheck in December, or, at the option of the Officer, in lieu of payment the Officer may elect compensatory time for up to 6.5 of the above holidays provided he notifies the Borough Administrator by the end of February of each year of the holidays for which he elects compensatory time (compensatory time must be taken during the year in which the holiday occurs). No such election shall be available for the remaining 6.5 days which shall be paid mandatorily.



## ARTICLE X - VACATIONS

### A. Accrual

(1) An Officer who has completed the substantially continuous length of service set forth in the table below, shall accrue and receive paid vacations as follows:

<u>Service</u>	<u>Days Vacation (in work days)</u>
Less than one year	1 day per month of service
One year or more	12 days
More than five years	18 days
More than ten years	19 days
More than fifteen years	21 days
More than twenty years	22 days
More than twenty-five years	23 days

(2) Vacation pay shall be paid in cash on the pay day immediately preceding an Officer's vacation. In the event an Officer desires such payment, he shall notify the Treasurer no less than three (3) weeks in advance.

### B. Accumulation

Vacation days which cannot be used by an Officer shall accumulate into the succeeding year to be used by the Officer by May 31st of that year.

### C. Payment on Termination

Unused accumulated vacation time shall be paid to the Officer or his estate, heirs or next of kin at the time of separation due to illness, disability, retirement or death.

## ARTICLE XI - LEAVES

### A. Sick Leave

(1) Non-occupational Illness or Injury

(a) Each Officer shall be granted fifteen (15) ~~work days~~ sick leave during each calendar year to be used for non-occupational injury or illness.

(b) Sick days shall accrue at the rate of one and one-fourth ( $1\frac{1}{4}$ ) days per month and shall be accumulated in a sick leave bank. An Officer will only be paid for the sick days accumulated in his sick leave bank. Should no time be accumulated, the Officer will not be paid for sick leave taken.

(c) The provision of (b) above may, in the discretion of the Chief of Police, be waived for Officers with two (2) years or less service. In such event, the Officer may receive an advance of up to fifteen (15) days sick leave per year for a major illness or injury.

(d) On December 31st of each year, any ~~unused sick leave~~ for the year shall be accumulated in the Officer's sick leave bank, which shall contain a ~~maximum accumulation of 225 work days~~ for Officers hired ~~prior to January 1, 1985~~; including any accumulated sick leave earned hereinbefore or hereinafter. Officers hired ~~on or after January 1, 1985~~; including any accumulated sick leave earned hereinbefore or hereinafter. Officers hired on or after January 1, 1985; shall be entitled to accumulate a maximum of 180 ~~sick days~~.

(e) In the first week of each January, or as soon

thereafter as is practicable, the Employer shall provide each Officer a written statement of account as to the number of sick days used in the previous year and the balance of days accumulated in the Officer's sick leave bank.

(f) Unused accumulated sick leave shall be paid to the officer or his estate, heirs or next of kin at the time of separation due to illness, disability, retirement or death.

(2) An Officer who loses time from work due to an occupational injury or illness shall, until pension payments begin, receive his regular compensation, without charge to his sick leave bank, for a period of time up to a maximum of one year beginning with the last day worked.

(3) If an Officer does ~~not take any sick leave~~ during a calendar year, the Employer shall award the Officer five ~~(5) days~~ of personal compensatory time. The personal compensatory time shall be awarded in January of the year following the year in which no ~~sick leave~~ was taken. The award shall accrue at the rate of one and one-quarter (1.25) days on the first day of April, July, October and December 31st of the year of the Award. Personal compensatory time awarded under this paragraph shall not accumulate to a following year and shall not be converted to a cash payment, but must be taken during the year awarded as time off. Personal compensatory time shall not be taken either immediately before or immediately after vacation and must be taken with the consent of the Chief of Police. While personal compensatory time may not be accumulated if not taken during the year

awarded, it may be credited to the Officer's sick leave bank.

B. Bereavement Leave

1. Each Officer who sustains a death in his immediate family shall receive three (3) consecutive days off without loss of pay. Immediate family shall mean:

Spouse, children, parents, parents-in-law, grandparents, brother, sister, and any relative living in the Officer's household.

2. For all other relatives, Police Officers will be granted one day off without loss of pay at the discretion of the Chief of Police.

C. Military Service Leave

(1) Any Officer who is a member of a reserve force of the United States or this State and who is ordered by appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State shall be granted a leave of absence during the period of such activity with no loss of time or pay to the extent provided by law.

(2) The Officer shall provide the Chief with a copy of his orders and drill schedules as far in advance as possible.

D. Retirement - Terminal Leave

An Officer planning to retire and who requests terminal leave payment in the same year must notify the Employer before March 31st of that year. If such notification is given after April 1st, the Employer shall have the option of paying the terminal leave in the

following calendar year.

ARTICLE XII - UNIFORMS AND EQUIPMENT

A. Prior to graduation from the Police Academy, Probationary Officers shall receive a uniform allotment and equipment as follows:

<u>Number</u>	<u>Item</u>
1	Tuffy superior
1	blouse, 16 oz. whip
2	Pants, 16 oz. whip
3	Shirts, French Blue, long sleeved
3	Shirts, French Blue, short sleeved
1	raincoat, reversible
1	Cap cover, reversible
2	Hat with strap
1 pair	Shoes, low quarters, neo-sole
1 pair	Boots
1	Sam Brown belt, plain
1	Garrison belt, plain
1	Night stick
1 pair	Collar brass
1 pair	Peerless cuffs
1	Whistle
1	Whistle chain
2	Ties
1	4 inch holster
1	Service Revolver
1	Spring jacket
1	Bullet-proof vest

PBA

B. In the event a probationary Officer resigns voluntarily within the first two years of his employment, the Employer shall be repaid for the actual cost of uniform outfitting.

C. On the Thursday following the second Council meeting in January, each Officer and each member of the Detective Bureau shall receive an annual uniform allowance for the purchase and maintenance of uniforms in the following specified amounts:

	<u>Purchase</u>	<u>Maintenance</u>
1990	\$650.00	0.00 = 650 <sup>00</sup>
1991	\$650.00	100.00 = 750 <sup>00</sup>
1992	\$650.00	150.00 = 800 <sup>00</sup>

D. Any uniform or personal issue equipment damaged in the line of duty shall be replaced by the Employer at no cost to the officer.

#### ARTICLE XIII - INSURANCE

A. The Municipality shall provide to each Police Officer and all "Insured" the following insurance protection at no cost to the Officer:

1. Blue Cross/Blue Shield - UCR Plan
2. Extended Major Medical
3. False arrest insurance
4. Group Monthly Income Accident and Sickness Insurance
5. Dental insurance coverage
6. Paid prescription Plan

B. Effective January 1, 1976, the Municipality shall continue

to provide health and medical insurance coverage on the same basis for Officers and eligible dependents who retire after 25 years of service and until such time as the retired Officer secures other full-time employment or becomes eligible for Medicare, or is covered by other equivalent insurance, whichever shall be sooner.

(1) The Employer shall provide continued health and medical insurance coverage for the spouse and eligible dependents of an Officer who dies while employed by the Employer. The Employer may terminate this coverage in the event the spouse of the deceased Officer remarries or secures part or full time employment which provides health and medical insurance coverage.

(2) Upon a retired Officer reaching age 65, the Officer shall have the option to continue, at his own expense, the health and medical insurance coverage for himself, his spouse and his eligible dependents through the Employer's plan at the prevailing rate and subject to T.E.F.R.A. regulations. The Employer will enroll the Officer and his family in such a plan and collect premiums from the Officer as they become due.

(3) In the event a retired Officer dies, his spouse shall have the option to continue, at her own expense, the health and medical insurance coverage for herself and the eligible dependents at the Employer's prevailing rate subject to T.E.F.R.A. regulations in the same manner as described in paragraph B(2) above.

(4) For the purpose of this Section, "eligible dependents" shall mean any dependents who would, if the Officer was living and

employed by the Employer, be eligible under the medical/health coverage offered by the Employer at the time.

C. The Employer shall present each new Officer hired with a Summary Plan Description explaining his insurance benefits, consistent with the requirements of the Employee Retirement Income Security Act, as detailed in labor Department Regulations, not later than sixty (60) days after his employment commences.

D. The dental insurance coverage provided by the Employer shall be changed to "Program II" as defined by New Jersey Dental Service Plan, Inc., and all increases in premiums shall be paid by the Employer. If, during the term of this Agreement, another of the Employer's employee groups obtains an improved or superior dental plan, benefits under this Agreement shall be improved to match the improved or superior plan.

E. The Officers will pay a deductible or co-payment under the Paid Prescription Plan of Three (\$3.00) Dollars per prescription.

#### ARTICLE XIV - COLLEGE CREDITS

All officers who are attending or have attended an accredited college or university for the purposes of securing a Police Science Degree or its recognized equivalent or a Degree related to work as a Police Officer shall receive, in addition to regular annual wages and not as part thereof, \$10.00 per credit successfully completed hereinbefore or hereinafter, provided an Officer covered by this Section was enrolled in such Police Science or Degree program prior



to February 1, 1976, and was employed by the Borough as a full-time Police Officer at that time.

#### ARTICLE XV - RULES AND REGULATIONS

All new rules and regulations and modifications of existing rules and regulations shall be negotiated and incorporated into this Agreement by reference.

#### ARTICLE XVI - NO STRIKE PROVISION

The PBA and its members agree that during the term of this Agreement there shall be no strikes, work stoppages, slowdowns, interruptions, job actions or interferences with the activities of the Police Department of any nature, whether in protest of matters or actions covered by this Agreement or matters or actions not referable thereto and not within the normal bargaining relationship between the parties, and whether or not based upon alleged violations of State or Federal law or any purpose whatsoever.

#### ARTICLE XVII - SEPARABILITY

In the event that any term, condition or provision of this Agreement, in whole or in part, is declared by any Court of competent jurisdiction, or any administrative agency having proper jurisdiction, to be illegal, void and/or invalid, all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect, to the same extent as if that part declared

illegal, void and/or invalid had never been incorporated in this Agreement, and in such form the remainder of this Agreement shall continue to be binding upon the parties hereto.

#### ARTICLE XVIII - MANAGEMENT RIGHTS

The PBA recognizes that there are certain functions, responsibilities and management rights exclusively reserved to the Employer to include, but not limited to, the following: police operating budget request, allocations and expenditures, law enforcement policy and procedures related thereto, disciplinary action for just cause, departmental staffing, work and equitable shift scheduling of personnel and composition of shifts, departmental organization, and the making of reasonable rules and regulations for the overall operation of the department and the accomplishment of its law enforcement missions. All of the rights, power and authority possessed by the Employer prior to the signing of this Agreement are retained by the Employer subject only to such limitations as are provided in this Agreement and by law.

#### ARTICLE XIX - DURATION

A. This Agreement shall be effective as of January 1, 1990, and shall continue in full force and effect through December 31, 1992. All accumulated amounts due shall be paid within thirty (30) days of the date of signing of this agreement.

B. Negotiations for a successor agreement shall commence not

later than the time provided in N.J.A.C. 19:12-2.1, as may be amended from time to time.

C. This Agreement shall continue in effect during negotiations even though such negotiations extend beyond the expiration date for such reasonable length of time thereafter as may be required for the negotiation of a new Agreement.

#### ARTICLE XX - CONTINUING POLICE EDUCATION

A. The Chief or his designated representative shall post on a bulletin board, designated for continuing police education, all notices received by the Employer which set forth available schooling, lectures, demonstrations or courses for Police Officers or police work, provided through County or State agencies.

B. Along with each notice shall be a sign-up sheet for those Officers who wish to attend the matter detailed on such notice. In the event one or more Officer(s) indicate their desire to attend, at the discretion of the Chief they may be permitted to attend with all costs of attendance, books and course-related materials paid by the Employer.

C. In the event an ~~Officer~~ attends a conference of any nature, including any educational activity or course of instruction, outside ~~of the~~ municipality, either at the direction of or with the approval of a superior, and the conference lasts for at least ~~four (4)~~ hours, an ~~Officer~~ shall be paid an additional allowance ~~of \$5.00~~ for lunch ~~for each day~~ the Officer attends the conference.

## ARTICLE XXI - WORK SCHEDULES

A. The Employer shall publish work schedules assigning each Officer to his regularly scheduled shifts at least two months in advance. One copy of such schedule shall be posted on the bulletin board and each Officer shall be given a copy of such schedule on the day it is published, or as soon thereafter as is reasonably practicable.

B. Once published, work schedules shall not be changed without at least one (1) week's notice, except in the case of illness, injury or emergency. As used herein, "emergency" means a sudden, urgent, unforeseen occurrence or occasion requiring immediate action.

C. During the term of this Agreement, the parties shall confer on procedures to minimize the necessity for changes in work schedules following publication, including but not limited to the problem of an Officer's schedule being changed for the purpose of avoidance of overtime payments required under the terms of this Agreement.

## ARTICLE XXII - PAYROLL DEDUCTION OF PBA DUES

The Employer shall deduct Ten (\$10.00) Dollars per pay period from the pay of each employee and remit same to the PBA. Such shall be done until \$120.00 per employee is so remitted to the PBA by the Employer.

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

TOWNSHIP OF CALDWELL

WEST ESSEX PBA LOCAL NO. 81

By: \_\_\_\_\_  
MAYOR

By: \_\_\_\_\_  
PRESIDENT

ATTEST:

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

SCHEDULE A - WAGE RATES

	<u>Jan. 1, 1990</u>	<u>Jan. 1, 1991</u>	<u>Jan. 1, 1992</u>
Probationary A - <i>6mo</i>	22,680	24,154	25,724
Probationary B - <i>6mo</i>	24,772	26,382	28,097
Step Five	26,867	28,613	30,473
Step Four	30,350	32,323	34,424
Step Three	31,053	33,072	35,221
Step Two	32,432	34,541	36,786
Step One	36,287	38,645	41,157
Sergeant	39,981	42,580	46,096
Lieutenant	43,979	46,838	51,627

PBA  
1990  
1991  
1992

TO: Mayor and Council  
FROM: Michael P. Duffy *MPD* Township Administrator  
RE: PBA Negotiations  
DATE: May 22, 1990

I am enclosing a copy of the draft agreement for the PBA which is in line with our latest offer. Also enclosed is a copy of the membership's approval.

Based on this, I have advised Steven Glickman, Esq., who was to represent our Township in arbitration, that you will approve this agreement on Tuesday, May 22, 1990 and will no longer require his services.

By copy of this memorandum I am requesting the Township Attorney notify the Arbitrator, Marilyn Reilly Steiner, of our settlement.

MPD/ds

Enclosure

cc: Louise Cetrangolo, Treasurer  
Dennis Cavanaugh, Township Attorney  
Lorraine Billings, Asst. Adm./Deputy Clerk  
File

# Department of Police

## The Township of the Borough of Caldwell

One Provost Square • Caldwell, N. J. 07006 • (201) 226-2600



JOSEPH J. DURR  
Chief of Police

We have an offer from the Township, it is as follows:

- 1990            6.5%
- 1991            6.5%
- \$100.00 clothing maintenance
- 1992            6.5%
- True 12% between ranks, Ptlm to Sgt., Sgt. to Lt.
- \$50.00 Clothing Maintenance

If this offer is true would you accept it?

	YES	NO		YES	NO
1. JOHN LOCH	X		12. A. D. [unclear]	X	
2. John Sapulich	X		13. J. [unclear]	X	
3. [unclear]	✓		14. [unclear]	X	
4. [unclear]	✓		15. [unclear]	✓	
5. [unclear]	X		16. [unclear]	X	
6. [unclear]	✓		17. [unclear]	X	
7. [unclear]	✓		18. J. Kocs	X	
8. [unclear]	✓		19.		
9. [unclear]	X				
10. [unclear]	X				
11. [unclear] 562	X				





LAW OFFICES  
LOCCKE & CORREIA P.A.

24 SALEM STREET  
HACKENSACK, NEW JERSEY 07601

(201) 488-0880  
FAX: (201) 488-8051

RICHARD D. LOCCKE  
MANUEL A. CORREIA\*  
MICHAEL J. RAPPA\*

OF COUNSEL  
LEON B. SAVETSKY\*

MEMBER N.Y. AND N.J. BARS\*

In order to expedite your receipt of this Document, we are transmitting it by facsimile without the formality of a cover letter.

TO: Ed John Scapicchio

SUBJECT: PBA

FROM: Manuel A. Correia

NO. OF PAGES: 5

TRANSMISSION DATE: 5/21/90

If you do not receive all pages of transmission, please call us as soon as possible.

Exhibit 1

ARTICLE XIX - DURATION

A. This Agreement shall be effective as of January 1, 1990, and shall continue in full force and effect through December 31, 1992. All accumulated amounts due shall be paid within thirty (30) days of the date of signing of this agreement.

Exhibit 2

ARTICLE VII - WAGES

A. Wage Increase - Schedule A, Attached hereto and made a part hereof, sets forth in base compensation and the effective dates thereof for the classifications of Officers covered by this Agreement.

B. Differential

1. The base pay for Lieutenants shall exceed Sergeant's Pay by a minimum of ten (10%) percent.

2. The base pay for Sergeants shall exceed top Patrolman's pay by a minimum of ten (10%) percent.

3. Effective January 1, 1992, the differential between each rank covered herein shall be twelve (12%) percent.

Exhibit 4

ARTICLE XII - UNIFORMS AND EQUIPMENT

C. On the Thursday following the second Council meeting in January, each Officer and each member of the Detective Bureau shall receive an annual uniform allowance for the purchase and maintenance of uniforms in the following specified amounts:

1990 - \$650.00

1991 - \$750.00

1992 - \$800.00

MEMORANDUM OF AGREEMENT

WHEREAS, the Township of the Borough of Caldwell and West Essex PBA Local No 81 have reached a mutually agreeable resolution for a successor Collective Bargaining Agreement; and

WHEREAS, the parties herein referenced desire to reduce this resolution to writing;

IT IS HEREBY AGREED AND UNDERSTOOD that the following modifications shall be incorporated into the work contract:

- 1/ Article XIX A - Duration (Exhibit 1)
- 2/ Article VII A & B, Schedule A - Wages (Exhibits 2 & 3)
- 3/ Article XII C - Uniforms and Equipment (Exhibit 4)

All other provisions of the work contract shall remain as in the prior Agreement.

\_\_\_\_\_  
Township of Borough of Caldwell

\_\_\_\_\_  
PBA Local No. 81

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
ATTEST