

Contract no. 1065

A G R E E M E N T

BETWEEN

TOWNSHIP OF NORTH CALDWELL
AND
WEST ESSEX PBA LOCAL NO. 81

JANUARY 1, 1991 through DECEMBER 31, 1993

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS
JUN 23 1992
RUTGERS UNIVERSITY

LAW OFFICES:

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PREAMBLE

THIS AGREEMENT, made and entered into at North Caldwell, New Jersey, this day of , 1991, by and between the Township of North Caldwell, in the County of Essex, hereinafter referred to as the "Township" or "Employer", and 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 Administration retain the basic decision-making power 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;

IN CONSIDERATION of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

A. The Employer hereby recognizes the PBA as the exclusive bargaining representative with respect to rate of pay, hours and

other conditions of employment for employees of the Police Department, who are classified as Patrolmen, Sergeants and Lieutenants ("Officers"), excluding all other employees of the Township.

ARTICLE II

WAGES

A. Effective January 1, 1991, Officers shall receive the wages set forth in Schedule A.

B. Incremental Increases

1. Upon recommendation of the Chief of Police and approval of the Township Council, Officers will receive incremental increases on their anniversary date.

2. For all Officers who are subject to receive an incremental increase on their anniversary date, the Chief shall conduct a performance review on each such Officer in writing, and shall disclose the contents of such review to the Officer six (6) months prior to his anniversary date. Based upon the Officer's performance to date, the Chief shall indicate preliminarily whether he will recommend that the Officer shall receive his incremental raise.

3. In the event it would be the Chief's recommendation not to grant such increase, then the Chief shall specify the reasons for his decision, citing specific examples evidencing less than satisfactory performance. Additionally, the Chief shall specify a course of action to be taken by the Officer that, if followed, shall

nullify the Chief's preliminary unfavorable recommendation. The Officer and his squad leader shall be given the opportunity to respond to the Chief's performance review in writing.

4. Two (2) months prior to the Officer's anniversary date, the Chief will again conduct a performance review. In the event it is his decision not to recommend an increase, he will follow the procedure outlined in Paragraph 3, setting forth a reasonable period of time in which the officer may remedy his deficiencies. At the end of such remedial period, the Chief shall again conduct a written review.

5. Any disagreements concerning the performance review procedure outlined above shall be subject to the Grievance Procedure of this Agreement.

C. In addition to the above, longevity payments shall be provided to covered officers as follows:

<u>LENGTH OF SERVICE</u>	<u>AMOUNT</u>
Completion of 5 years	2% of base rate
Completion of 10 years	5% of base rate
Completion of 15 years	8% of base rate
Completion of 20 years	10% of base rate
Completion of 24 years or more	12% of base rate

D. The foregoing longevity payment schedule shall apply only to those officers employed by the Township prior to January 1, 1976.

E. Any officer employed by the Township after January 1, 1976, will receive longevity payments upon completion of their tenth year

of service at the rate of five (5%) percent of their base annual salary and continued thereon as outlined in Section C.

ARTICLE III

A. WORK WEEK & DAY

1. The regular work week shall be three (3) consecutive work days, followed by three (3) consecutive non-work days, on a continuing basis throughout the term of this agreement.

2. The work day shall consist of twelve (12) 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 circumstances to continue working after the completion of the twelfth (12) consecutive hour of his normal work day, any such work shall constitute overtime work which shall be compensated for at the premium rate of time and one-half his regular hourly rate of pay, with a minimum guarantee of two (2) hours premium pay.

2. (a) Any officer who is asked or required by a superior to return to work after the completion of his regularly scheduled shift shall be compensated for such call-in overtime work at the premium rate of time and one-half his regular hourly rate of pay, with a minimum guarantee of two (2) hours of premium pay. "Work", for purposes of this subparagraph, shall mean regular police duty work and required attendance at training and departmental meetings. However, for purposes of this subsection, "regular police duty work"

shall not include a required return to work for disciplinary reasons.

(b) Any Officer who is required to appear before any Grand Jury, Juvenile Court, Municipal Court, any upper Court or other agency which requires the Officer's presence for any judicial, administrative or investigatory procedure at a time other than his regularly scheduled work shift, shall be compensated at the premium rate of time and one-half his regular rate for all such hours with a minimum guarantee of two (2) hours pay.

C. Manner of Payment for Overtime

1. Officers entitled to overtime pay under this Article may be compensated in either cash payment or "compensatory time off"; all overtime hours worked multiplied by one and one-half, at the discretion of the Officer with the approval of the Chief of Police. No Patrolmen, however, shall be eligible to accumulate compensation time off in excess of a maximum of forty (40) hours total time off and no Sergeant or Lieutenant shall be eligible to accumulate more than forty-eight (48) hours total time off.

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 the maximum. When it is again permissible, the Township may again allocate overtime hours to be paid in the form of compensatory time.

D. The provisions of Sections B and C of this Article shall not apply to an Officer who voluntarily switches shifts at the request of

another Officer or who voluntarily remains on shift to cover for an Officer reporting late to work.

E. Officers shall have an equal opportunity to work overtime when occasion by fellow Officers being on sick leave, vacation or attendance at police-related functions.

ARTICLE IV

PENSION AND INSURANCE

A. The Employer shall provide to each Officer and his dependents the following insurance protection at no cost to the Officer;

1. New Jersey State Health Benefits Program
Part I - Basic Plan
Part II - Major Medical
2. Life Insurance in the amount of the Officer's base annual salary (rounded off to the next highest (\$500.00), with two times the basic coverage in the event of accidental death.
3. Dental coverage under Delta Dental Plan of New Jersey, Program II-A, with \$1,000.00 maximum yearly coverage; 50/50 co-insurance factor, and no deductible; Ortho III - \$1,500.00 maximum.
4. False Arrest Insurance and insurance covering the operation of fire trucks, in amounts not less than that which existed on January 1, 1974.
5. General Liability coverage.

B. For Officers who retire after twenty-five (25) years or more of police service or on a disability pension, the Township will provide the following Supplemental Assistance Program:

1. Said retiree shall receive the sum of \$3,800 per annum

commencing with the date of retirement;

2. Said annual amount shall be paid quarterly to the retiree in equal installments;

3. Said annual payment shall continue for fifteen (15) full years subsequent to the effective date of retirement.

4. Payment shall continue at the rate of 75% of the annual amount to the employee's estate in the event of death for the balance of the 15 year period contained in subsection (3) above.

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

D. The Employer shall present each newly hired Officer with a Summary Plan Description explaining his insurance benefits, consistent with the requirements of ERISA, as detailed in U.S. Labor Department Regulations, not later than sixty (60) days after his employment becomes permanent.

ARTICLE V

VACATION AND HOLIDAYS

1. The following paid vacation schedule shall apply to Officers covered by this Agreement:

<u>LENGTH OF SERVICE</u>	<u>VACATION TIME</u>
Less than one year	Eight hours per month of service (not to exceed 96 hours)
Two through five years	96 hours
Six Through ten years	120 hours
Over ten years	180 hours

2. Subject to the reasonable approval of the Chief, up to sixteen (16) hours of the paid vacation time in the above schedule due to an Officer in any contract year shall be reserved for personal use by the Officer as "Administrative Leave" on occasions when an officer requests such time to attend to a personal matter.

3. Subject to the reasonable approval of the Chief, Officers will be permitted, but shall not be required, to take at least two (2) weeks of their vacation time consecutively. Officers will be further permitted, but shall not be required, to take such consecutive vacation weeks during the period between the last week in June and Labor Day.

4. All unused vacation time, whether or not same has been set aside as "Administrative Leave", shall be accumulated or paid consistent with past practice with respect to accumulated vacation time.

B. HOLIDAYS

1. In the contract year, all Officers shall be provided with twelve (12) paid holidays per year (96 hours), each Officer having the option to elect direct payment or, for the 1991 contract year only, time off or any combination.

2. In the event the Officer selects time off, such day or days off selected shall be subject to the reasonable approval of the Chief based upon scheduling and manpower demands.

3. In the event the Employer shall declare, grant or create paid holiday(s) in excess of the number set forth in this Agreement

for other Township employees, such additional holiday(s) shall be extended to the Officers without need for further negotiations. This provision shall also apply in cases where the Employer shall voluntarily provide paid time off for other groups of Township employees.

4. Cash payment for holidays not taken by a Sergeant or Lieutenant as time off shall be made in one lump sum at the first pay period in December or as elected by the Officer in writing.

5. Effective January 1, 1992, time off in lieu of holiday pay shall be eliminated. All employees covered by this Agreement shall receive cash payment for holidays, which payment shall be included in the employee's regular periodic paycheck as part of annual compensation.

ARTICLE VI

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 or the employee organization 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 any administrative decisions effecting any employee(s) covered by this agreement.

The procedure for settlement of a grievance shall be as follows:

STEP ONE - In the event that any employee covered by this Agreement has a grievance, within ten (10) working days of the occurrence of the event being grieved, the employee shall present the grievance in writing to the Chief of Police or the officer in charge of the Department in the event of the Chief's absence.

STEP TWO - If the Association wishes to appeal the decision of the Chief of Police (or the Officer-in-Charge if the Chief is absent), it shall be presented in writing to the employer's governing body or its delegated representative within ten (10) working days of the day the decision is rendered. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The employer's governing body or its delegated representative shall give the Association the opportunity to be heard and will give its or his decision in writing within twenty (20) days of receipt of the written grievance or within ten (10) days of the hearing date, whichever is later.

STEP THREE - (1) If no resolution satisfactory to the grievant is reached at Step Two, then within five (5) working days of the issuance of the written decision in Step Two the grievance may be referred to the Public Employment Relations Commission for the selection of an arbitrator, pursuant to the rules of said Commission. The decision of the arbitrator shall be final and binding upon 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 governing body or its representative on the grievance.

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

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

A. Except as modified by provisions of this Agreement, the Township of North 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 North Caldwell, and such shall include, but are not limited to, its rights to determine the existence or non-existence 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 North Caldwell, and from time to time, to change or abolish such practices or procedures, to the right to determine and, from time to time, redetermine the number, locations and relocations and types of its Officers and employees or to require or to discontinue any performance by Officers and employees; to determine the number of hours per day or week any operation of the Police Department may be carried on; to select 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 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 North 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.

ARTICLE IX

RULES AND REGULATIONS

The Township of North Caldwell has promulgated Rules and Regulations for the operation of the Police Department. Before any modification of said Ordinances or Rules and Regulations which affect working conditions are promulgated, the Employer or its designee shall negotiate such changes prior to implementation with the PBA as exclusive bargaining representative.

ARTICLE X

DISCRIMINATION OR COERCION

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 Patrolman because of race, color, age, sex or national origin.

ARTICLE XI

LAW AND ORDER

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 operations of the Police Department is of paramount importance to the citizens of the community; therefore, there shall be no interference with such operation.

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

ARTICLE XII

EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete Agreement between the parties, and together with the Rules and Regulations and applicable existing ordinances of the Township embodies all the terms and conditions governing the employment of Officers in the Police Department. The parties acknowledge that they had the opportunity to present and discuss proposals on any subject which are (or may be)

subject to collective bargaining. Any reference to "employee, Officer or Patrolman" shall mean the Officers covered by the conditions of this Agreement.

ARTICLE XIII

SICK LEAVE

A. All officers shall receive one hundred fifty (150) hours of sick leave per contract year, to be used in case of non-occupational illness or injury not covered by Workmen's Compensation. New Officers shall earn, during their first year, sick leave at the rate of twelve point five (12.5) hours per month of service to a maximum of one hundred fifty (150) hours per contract year, to be used in case of non-occupational illness or injury not covered by Workmen's Compensation.

B. Unused sick leave days will be accumulated and up to one thousand four hundred (1400) hours of such accumulated sick leave shall be paid to the Officers at one hundred (100%) percent of the Officer's then existing rate of pay as terminal leave at time of retirement or by virtue of work-connected disability causing separation. If, at the end of any given year, an Officer has not taken his full 150 hours of sick leave, he will have the option to either (a) cash in the sick leave on the basis of 50% of his rate of pay, or (b) put the unused sick leave into the sick leave "bank", even if this results in an accumulation in excess of 1400 hours. The accumulation above 1400 hours may be used by an Officer in the event of a catastrophic illness but the Officer will be restricted to 1400

hours of sick-leave for purposes of payment as terminal leave at the time of retirement or by virtue of work-connected disability causing separation. Payment for any hours cashed in at the end of the year shall be made in January of the following year.

C. The Employer, through its duly authorized representative, shall certify in writing to each employee covered by this Agreement as of December 31 of each calendar year said employee's accumulated sick leave as of that date.

D. An employee may receive a cash payment of no more than the one thousand four hundred (1400) hours of accumulated sick leave referenced in Section A above on date of retirement or time off prior to the effective date of retirement at his option as terminal leave. In the event cash is requested, notice must be given by February 1 of the year in which the employee is to retire. Failure to provide such notice by the employee may result in payment being made in the first payroll of January following the effective date of retirement.

E. In the case where all time for sick leave is exhausted, including the employee's accumulated bank referred to in Section A above, then the Officer may apply to the Employer through the Public Safety Committee for a "loan" of the next year's sick leave under Section A, which application will be decided on a "case-by-case" basis.

F. The Township shall have the right to discontinue payment in accordance with appropriate medical certificates, and any Officer so affected shall have the right to exercise the provisions of the

Grievance Procedure.

G. Any Officer who sustains a job-connected illness or injury will receive full pay from the Township for a period not to exceed two (2) years or the commencement of payment of disability pension benefits, whichever shall occur first. The Township shall have the right to discontinue payment in accordance with appropriate medical certificates, and any Officer so affected shall have the right to exercise the provisions of the Grievance Procedure.

H. An Officer who is absent in excess of a total of ten (10) work days due to illness during the calendar year will be required to present proof of illness for subsequent absences due to illnesses. Any Officer who is absent due to illness for three (3) consecutive work days will be required to present proof of illness satisfactory to the Township.

I. Officers receiving sick leave pay shall receive only the difference between any sums received from Workmen's Compensation or disability benefits and their regular salary.

J. Any Officer with five years or less of service, not utilizing any hours of sick leave as provided herein during the calendar period January 1 through June 30, shall be credited eighteen (18) hours of additional time in his unused sick leave account.

K. Any Officer with five years or less of service, not utilizing any hours of sick leave as provided herein during the calendar period July 1 through December 31, shall be credited with eighteen (18) hours of additional time in his unused sick leave account.

L. In the event that sick leave is utilized beyond thirty-six (36) hours during the period July 1 through December 31, credit earned as provided in Paragraph F shall be forfeited.

ARTICLE XIV

GENERAL AND MISCELLANEOUS

A. Uniforms and Equipment

1. Each new Officer of the Police Department covered by this Agreement will be provided with the following issue of uniform:

5 Short Sleeve Shirts	5 Long Sleeve Shirts
2 Light Weight Pants	2 Heavy Weight Pants
2 Hats	1 Dress Blouse
Winter Jacket	3 Ties
Cap & Cap Cover	Belt
Raincoat	Approved Weapon & Holster
Boots and Footwear	Handcuffs
1 Night Stick	Mace and Riot Equipment

New Officers shall receive substantially all of the above items upon reporting to duty after successful completion of their courses of study at the Police Academy. They shall receive all of the above items not later than upon being promoted to permanent status on the force.

2. A. Each Patrolman will be provided with an annual uniform replacement and maintenance allowance of Six Hundred (\$600.00) Dollars for the contract year, which allowance shall be paid in a single lump sum upon presentation of an executed claim voucher by the Patrolman.

B. Each Sergeant and Lieutenant shall receive a uniform

replacement and maintenance allowance of Six Hundred Fifty (\$650.00) Dollars-payable in the same manner as Patrolmen.

C. Probationary Patrolmen shall be provided with an annual uniform maintenance allowance of three Hundred (\$300.00) Dollars which shall be paid in full mid-way (six months) through the probationary period. Upon the successful completion of the probationary period, the patrolman shall thereafter receive, for the balance of the contract year, his prorata portion of the uniform allowance for permanent officers. Thereafter, said employee shall receive his clothing allowance payable in the same manner as the permanent employees covered by this Agreement.

3. Any uniform items damaged in the line of duty which are not repairable will be replaced by the Township.

4. In the event the Employer orders a change in the standard uniform or equipment to be worn by all Officers, the Employer shall issue such item or items to all present Officers and such item or items shall become part of the standard issue to new Officers under this Section.

B. Outside Work

The Township shall execute a resolution authorizing Officers to perform certain outside work which is paid for by the firm or organization requesting such outside services.

C. Expense Reimbursement

When an Officer is required or authorized 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. Meal allowance reimbursement at actual cost upon presentation of voucher and receipts will be paid when the Officer is required to perform duties outside the Township.

ARTICLE XV

BEREAVEMENT PAY AND MILITARY SERVICE LEAVE

A. Death in the Immediate Family: An officer covered by this Agreement, on application to his Commanding Officer, shall be granted up to three (3) consecutive days of absence and shall suffer no loss of regular pay on the death of wife, husband, father, mother, grandparent, step-mother, step-father, mother-in-law, father-in-law; son, daughter, step-son, step-daughter, brother, sister, step-brother, step-sister, or other member of his household not herein described. In special or unusual circumstances, the Chief of Police may grant additional time off, in his discretion; such additional time off granted shall be charged against current year sick leave credits.

B. Leave Allowance in Special Cases

1. In special or unusual cases, a Commanding Officer may allow an Officer to attend funeral or memorial services for someone other than those persons enumerated in Section A. The intent of this provision is to cover the situation in which someone other than the immediate kin has raised the Police Officer, or had a very close relationship with him. Such leave granted shall be charged against current year sick leave credits.

C. Application for Bereavement Leave

1. Application for a bereavement leave shall be executed by employees on the form provided in which shall be stated the specific relationship between the deceased and himself and the days in which he shall be absent. It shall be incumbent upon the Commanding Officer granting this leave to verify the death of the deceased and the relationship of the subordinate to the deceased.

D. Military Service Leave

1. An Officer who is a member of a reserve force of the United States or any State and who is ordered by appropriate authorities to attend a training program or perform other duties under the United States or any State shall be granted a leave of absence during the period of such activity with no loss of time or pay not to exceed thirty (30) days per calendar year, except in case of emergency, provided such orders are substantiated.

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

ARTICLE XVI

LEGAL AID

In accordance with the N.J.S.A. 40A:14-155, the Employer will provide legal aid to all covered Officers as a result of suits or other legal proceedings instituted against them which arise from incidents in line of duty, but excluding disciplinary or criminal proceedings instituted against Officers by the Township or Law Enforcement Agencies.

ARTICLE XVII

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee, member or group of employees or members is held to be invalid by operation of law, by any Court, administrative body or other tribunal of competent jurisdiction, then the parties agree to reopen negotiations with respect to the impact of such invalid provision consistent with the law relating to negotiations and interest arbitration as set forth in the N.J.S.A. 34:13A-3, et seq.; however, all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby.

ARTICLE XVIII

SENIORITY

A. Purpose: Each Officer shall be granted seniority upon his total length of continuous service with the Township including any service which must be credited under applicable State Law. Seniority shall only prevail for purposes of lay-off and recall except as provided in Section D of this Article.

The Township shall not hire additional Officers nor assign any other Township personnel to perform duties normally performed by an Officer while any Officer is on lay-off status. When a lay-off occurs, the least senior Officer in the Department shall be laid off first.

B. Continuation: Seniority shall be broken under the following

circumstances:-

1. Voluntary termination
2. Discharge for just cause without subsequent reinstatement.
3. Failure to report back to work within five (5) work days after receipt of notification of recall.

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 registered mail, return receipt requested, upon the PBA and the Officer affected, directing such Officer to report back to work within five (5) work days after receipt.

D. Rank Substitution: Any Officer assigned for a minimum six (6) hour tour of duty as Shift Commander shall be paid, in addition to his normal compensation, a command substitution allowance of Five (\$5.00) Dollars for each six (6) hour period.

ARTICLE XIX

EDUCATION CREDITS

A. Attainment of formal education credits shall be recognized and compensated for Officers covered by this Agreement as follows:

1. Upon the attainment of an Associates Degree, Officers covered by this Agreement will receive annually Five Hundred (\$500.00) Dollars in addition to their base annual salary.
2. Upon the attainment of a Bachelors Degree, Officers covered by this Agreement will receive annually One Thousand (\$1,000.00)

Dollars in addition to their annual salary.

3. The aforementioned degree(s) shall be those granted by a recognized college or university and shall have been granted for completion of a course of study directly related to law enforcement.

B. Payments pursuant to Section A shall be made in one lump sum on the first pay period occurring in November of each year.

ARTICLE XX

FAIR REPRESENTATION FEE

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 within the unit who does join within ten (10) days of reentry into employment within 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. 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 by a successor agreement between the union and the employee.

2. The Union agrees that it will indemnify and save harmless the Township against any and all actions, claims, demands, losses or

expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the Township at the request of the Union under this Article.

ARTICLE XXI

DURATION

A. This Agreement shall be effective January 1, 1991, through December 31, 1993, and thereafter until either party serves written notice at least sixty (60) days prior of its desire to modify or terminate this Agreement.

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

C. If written notification is not provided as stated herein, this Agreement shall be renewed for additional one (1) year terms.

IN WITNESS WHEREOF, the parties hereto have hereunder affixed their signatures.

PBA LOCAL NO. 81
(North Caldwell Unit)

By: [Signature]

WITNESS:

By: [Signature]

TOWNSHIP OF NORTH CALDWELL

By: [Signature]

By: [Signature]

SCHEDULE A

WAGE RATES

Effective January 1, 1991, the following annual wage rates shall become effective:

Lieutenant	45,783.71
Sergeant	42,765.04
Patrolman, First Class	38,029.88
Patrolman, Second Class	35,958.24
Patrolman, Third Class	34,035.18
Patrolman, Fourth Class	32,184.61
Probationary Patrolman	27,671.71

Effective January 1, 1992, the following annual wage rates shall become effective:

Lieutenant	48,645.19
Sergeant	45,437.86
Patrolman, First Class	40,406.75
Patrolman, Second Class	38,205.63
Patrolman, Third Class	36,162.38
Patrolman, Fourth Class	34,196.15
Probationary Patrolman	29,401.20

Effective January 1, 1993, the following annual wage rates shall become effective:

Lieutenant	51,563.90
Sergeant	48,164.13
Patrolman, First Class	42,831.15
Patrolman, Second Class	40,497.97
Patrolman, Third Class	38,332.13
Patrolman, Fourth Class	36,247.91
Probationary Patrolman	31,165.27

In addition to the above, an Officer assigned to the Detective Bureau shall receive a One Thousand (\$1,000.00) Dollar stipend annually.