

AGREEMENT

between

THE BOROUGH OF TETERBORO

and

PBA LOCAL 102 ,TETERBORO SUPERIOR OFFICER'S 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 XXIV 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, 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 30th DAY OF September,           , 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 to Article XX entitled Terminal Leave and inclusion of Article XXV entitled "Separation Agreement and Release";
  - a) Article XX shall be amended to provide for five (5) months of terminal leave pay for twenty-five (25) years of service.
  - b) The sole member of the collective bargaining unit agrees to accept said terminal leave 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 Superior Officers Bargaining Unit, and its sole member, to wit; Lt. Daniel Cotto, releases the Borough from any and all past, present or future claims, known or unknown, arising out of said 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, together with the collective bargaining agreement as amended herein, contains all of the promises and understandings of the parties. There are no other agreements or understandings except as set forth herein.
- f) The PBA Local 102, Teterboro Superior Officers Bargaining Unit, and each of its members, freely enters into and makes the promises contained in this Separation Agreement and Release;

IN WITNESS WHEREOF, the parties hereto have entered their hands and seals  
this 10th day of Sept., 1992

Witness:

BOROUGH OF TETERBORO

Margaret G. Cahill

Peter Neillands  
PETER NEILLANDS

Margaret G. Cahill

Delmar E. Watt  
DELMAR E. WATT

Witness:

PBA LOCAL 102, TETERBORO SUPERIOR  
OFFICERS BARGAINING UNIT

Kathleen M. Byrne  
Nadine [Signature]

Daniel Cotto  
BY:  
Daniel Cotto  
DANIEL COTTO