

New Jersey Public Employment Relations Commission
POLICE AND FIRE
COLLECTIVE NEGOTIATIONS AGREEMENT SUMMARY FORM

Line #

SECTION I: Parties and Term of Contracts

- 1 Public Employer: Borough of North Caldwell County: Essex
- 2 Employee Organization: West Essex PBA Local No. 81 Number of Employees in Unit:
- 3 Base Year Contract Term: Jan 1, 2021 - Dec 31, 2023
- 4 New Contract Term: Jan 1, 2024 - Dec 31, 2027

SECTION II: Type of Contract Settlement (please check only one)

- 5 Contract settled without neutral assistance
- 6 Contract settled with assistance of mediator
- 7 Contract settled with assistance of fact-finder
- 8 Contract settled in Interest Arbitration
- 9 If contract was settled in Interest Arbitration, did the Arbitrator issue an Award? Yes No

SECTION III: Base Salary Calculation

The "base year" refers to the final year of the expiring or expired agreement.

N.J.S.A. 34:13A-16.7(a) defines base salary as follows: "'Base salary' means the salary provided pursuant to a salary guide or table and any amount provided pursuant to a salary increment, including any amount for longevity or length of service. It shall also include any other item agreed to by the parties, or any other item that was included in the base salary as understood by the parties in the prior contract. Base salary shall not include non-salary economic issues, pension and health and medical insurance costs."

- 10 Salary Costs in base year \$
- 11 Longevity Costs in base year \$
- 12 Other base year salary costs
 - \$
 - \$
 - \$
 - \$

- \$
- Sum of "Other" Costs Listed in Line 12. \$

- 13 Total Base Salary Cost: (sum of lines 10, 11, 12): \$

SECTION IV: Increase in Base Salary Cost (for each year of New CNA)

14 Total Base Salary Cost from Line 13: \$

Increases	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
15 Effective Date (month/day/year)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
16 Cost of Salary Increments (\$)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
17 Salary Increase Above Increments (\$)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
18 Longevity Increase (\$)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
19 Total Increased Cost for "Other" Items (\$)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
20 Total Increase (\$) (sum of lines 16-19)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

SECTION V: Average Increase Over Term of New CNA

21 Dollar Increase Over Life of Contract \$ [Take sum of all amounts listed on Line 20 above]

22 Percentage Increase Over Life of Contract % [Divide amount on Line 21 by amount on Line 14]

23 Average Percentage Increase Per Year % [Divide percentage on Line 22 by number of years of the contract]

SECTION VI: Other Economic Items Outside Base Salary and Increases

←Increases→

24	Item Description	Base Year Cost (\$)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
25	Totals (\$):							

SECTION VII: Medical Costs

Insurance Costs

		Base Year	Year 1
26	Health Plan Cost	\$ <input type="text"/>	\$ <input type="text"/>
27	Prescription Plan Cost	\$ <input type="text"/>	\$ <input type="text"/>
28	Dental Plan Cost	\$ <input type="text"/>	\$ <input type="text"/>
29	Vision Plan Cost	\$ <input type="text"/>	\$ <input type="text"/>
30	Total Cost of Insurance	\$ <input type="text"/>	\$ <input type="text"/>

SECTION VII: Medical Costs (continued)

31 Employee Insurance Contributions \$ _____ \$ _____
32 Contributions as % of Total Insurance Cost _____ % _____ %

33 Identify any insurance changes that were included in this CNA.

SECTION VIII: Certification and Signature

34 The undersigned certifies that the foregoing figures are true:

Print Name: _____
Position/Title: _____
Signature: _____
Date: _____

Send this completed and signed form along with an electronic copy of the contract and the signed certification form to: contracts@perc.state.nj.us

NJ Public Employment Relations Commission
Conciliation and Arbitration
PO Box 429
Trenton, NJ 08625
Phone: 609-292-9898

Revised 8/2016

Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning _____ thru _____.

Employer: _____

County: _____

Date: _____

Name: _____

Print Name

Title: _____

Signature

New Jersey Public Employment Relations Commission

POLICE AND FIRE

COLLECTIVE NEGOTIATIONS AGREEMENT SUMMARY FORM

N.J.S.A. 34:13A-8.2 requires all public employers to "file with the commission a copy of any contracts it has negotiated with public employee representatives following consummation of negotiations." Further, public employers are also required to provide "a summary of all costs and the impact associated with the agreement." N.J.S.A. 34:13A-16.8(d)(2)

N.J.S.A. 34:13A-16.8(d)(2) requires "PERC to collect" and "post the collective negotiations agreement," including a "summary of contract or arbitration award terms, in a standard format developed by the Public Employment Relations Commission." The attached form is in compliance with the aforementioned legislation. The sample form and instructions provide assistance in compiling the information for electronic submission. The directions are user-friendly and line specific.

Send the attached Summary Form along with a copy of the contract and certification form electronically to: contracts@perc.state.nj.us.

Instructions for Completing the Summary Form

SECTION I: Parties and Term of Contracts

Line 1: Enter the name of the Public Employer as it appears in the collective negotiations agreement (e.g., "City of Newark" or "Washington Township"). Also indicate the County in which the locale is included, if applicable.

Line 2: Enter the name of the Employee Organization as it appears in the collective negotiations agreement. Also enter the number of employees covered by the negotiated agreement.

Line 3: Enter the Base Year Contract Term, which is the term of the expiring or expired agreement (e.g., January 1, 2013 - December 31, 2015).

Line 4: Enter the New Contract Term, that is, the time period for the new agreement which is the subject of this summary (e.g., January 1, 2016 - December 31, 2018).

SECTION II: Type of Contract Settlement

Place a check on Line 5, 6, 7, or 8 to indicate the forum used to reach a settlement.

Line 5: Parties reached contract settlement without assistance of a neutral (i.e., without mediation, fact-finding, or interest arbitration).

Line 6: Parties reached contract settlement with the assistance of a mediator.

Line 7: Parties reached contract settlement during the fact-finding process.

Line 8: Parties reached contract settlement through participation in interest arbitration.

Line 9: If the contract was settled through interest arbitration, indicate whether the arbitrator issued an Arbitration Award. (Check Yes or No)

SECTION III: Base Salary Calculation

The "base year" is the final year of the expiring or expired agreement.

Line 10: Indicate the cost of salaries for the bargaining unit in the base year. If any salary increments were paid during the course of the base year, they should be included in this salary cost.

Line 11: Indicate the cost of longevity paid during the base year. Longevity refers to payments made in recognition of length or years of service.

Line 12: List any other items that are included in the base salary along with the cost of these items. These are items that the parties consider to be part of base salary in the expired contract. Base salary shall not include non-salary economic issues, pensions, or medical insurance costs. If there are not enough lines on the form for these additional base salary items, attach an additional page. [Please Note: There may be additional economic items in the contract that are not considered part of "base salary." Those economic items will be listed separately in Section VI.]

Line 13: Take the sum of all cost items listed on Lines 10, 11, and 12. This sum represents the "Total Base Salary Cost."

SECTION IV: Increase in Base Salary for Each Year of the New Agreement

Line 14: Re-enter the Total Base Salary Cost from Line 13.

Line 15 – Effective Date: Enter the effective date of the salary increase for each year of the agreement (e.g., 1/1/16 or 7/1/16). A separate column is provided for each year of the contract up to a maximum of six years. (If the contract is longer than six years, add an additional page.)

Line 16 – Cost of Salary Increments: For each year, enter the cost of salary increments applicable to that year (i.e. the cost of advancement on a salary guide, schedule or table). If there is no step advancement or salary increments in a given year, enter zero (\$0) in the space provided.

Line 17 – Salary Increase Above Increments: For each year, enter the cost of the salary increase which is in addition to the salary increment cost identified on Line 16. If there is no salary increase, enter \$0 in the space provided.

Line 18 – Longevity Increase: For each year, enter the *increased* cost of longevity payments. (Longevity costs may increase as a result of a negotiated or awarded increase in the contractual longevity amounts, and/or as a result of employees' additional years of service that qualify them for higher payments.) If there is no increase in longevity, enter \$0 in the space provided.

Line 19 – Total Increased Cost for “Other” Items: For each year, enter the total increased cost for the "Other Items" that were delineated in Section III, Line 12.

Line 20 – Total Increase: For each year, calculate the total increase by taking the sum of Lines 16, 17, 18 and 19.

SECTION V: Average Increase Over Term of the New Agreement

Line 21 – Dollar Increase Over Life of Contract: Add up amounts listed on Line 20.

Line 22 – Percentage Increase Over Life of Contract: Divide the dollar amount listed on Line 21 by the Total Salary Base listed on Line 14.

Line 23 – Average Percentage Increase Per Year: Divide the percentage increase listed on Line 22 by the number of years covered by the new contract.

SECTION VI: Increased Cost of Other Economic Items Outside Base Salary

Line 24: List other economic items in the contract that were not included in the base salary calculation in Section III. List the cost of each item in the Base Year column. In the appropriate column for each year of the contract, enter any *increased* cost. (Note: Medical insurance costs should not be included here. They will be addressed in Section VII, below.)

Line 25: Calculate the sum of the costs listed in the Base Year column. Then calculate the sum of the increased costs for each year of the contract.

SECTION VII: Medical Costs

For the Base Year and for Year 1 of the new agreement:

Line 26: Enter the total cost of health insurance for bargaining unit members.

Line 27: Enter the total cost of prescription insurance for bargaining unit members. (If prescription coverage is provided as part of the health plan, enter "N/A" on this line.)

Line 28: Enter the total cost of dental insurance for bargaining unit members.

Line 29: Enter the total cost of vision insurance for bargaining unit members.

Line 30: Take the sum of the costs listed on Lines 26 to 29 to obtain the total cost of insurance benefits.

Line 31: Enter the total contributions made by employees toward their insurance benefits. Contributions may be pursuant to law (e.g., P.L. 2011, C.78) or pursuant to the negotiated agreement.

Line 32: Enter the contributions made by employees as a Percent of Total Insurance Cost by dividing line 31 by line 30.

Line 33: In the box provided, identify any insurance changes that were negotiated or awarded: e.g., change in carrier, change in plans, change in benefits levels, co-pays, deductibles, employee contributions, etc.

SECTION VIII: Certification and Signature

Line 34: Print the name of the individual completing the form, along with the individual's title, signature and date.

Email the following documents to: contracts@perc.state.nj.us

- The completed, signed Summary Form
- An electronic copy of the contract.

New Jersey Public Employment Relations Commission
POLICE AND FIRE
COLLECTIVE NEGOTIATIONS AGREEMENT SUMMARY FORM

Line #

SECTION I: Parties and Term of Contracts

1 Public Employer: Anytown Township County: Anycounty
2 Employee Organization: Anytown Police Officers Assn. Number of Employees in Unit: 100
3 Base Year Contract Term: Jan. 1, 2013 - Dec. 31, 2015
4 New Contract Term: Jan. 1, 2016 - Dec. 31, 2018

SECTION II: Type of Contract Settlement (please check only one)

5 Contract settled without neutral assistance
6 Contract settled with assistance of mediator
7 Contract settled with assistance of fact-finder
8 Contract settled in Interest Arbitration
9 If contract was settled in Interest Arbitration, did the Arbitrator Issue an Award? Yes No

SECTION III: Base Salary Calculation

The "base year" refers to the final year of the expiring or expired agreement.

N.J.S.A. 34:13A-16.7(a) defines base salary as follows: "'Base salary' means the salary provided pursuant to a salary guide or table and any amount provided pursuant to a salary increment, including any amount for longevity or length of service. It shall also include any other item agreed to by the parties, or any other item that was included in the base salary as understood by the parties in the prior contract. Base salary shall not include non-salary economic issues, pension and health and medical insurance costs."

10 Salary Costs in base year \$ 8,000,000
11 Longevity Costs in base year \$ 360,000
12 Other base year salary costs
 Holiday Pay \$ 402,000
 Shift Differential \$ 15,000
 Education Incentive Pay \$ 23,000
 _____ \$ _____
Sum of "Other" Costs Listed in Line 12. \$ 440,000
13 Total Base Salary Cost: (sum of lines 10, 11, 12): \$ 8,800,000

SECTION IV: Increase in Base Salary Cost (for each year of New CNA)

14 Total Base Salary Cost from Line 13: \$8,800,000

Increases	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
15 Effective Date (month/day/year)	<u>1/1/16</u>	<u>1/1/17</u>	<u>1/1/18</u>			
16 Cost of Salary Increments (\$)	<u>75,000</u>	<u>50,000</u>	<u>45,000</u>			
17 Salary Increase Above Increments (\$)	<u>80,000</u>	<u>88,950</u>	<u>91,790</u>			
18 Longevity Increase (\$)	<u>25,000</u>	<u>22,000</u>	<u>15,000</u>			
19 Total Increased Cost for "Other" Items (\$)	<u>15,000</u>	<u>23,000</u>	<u>7,500</u>			
20 Total Increase (\$) (sum of lines 16-19)	<u>195,000</u>	<u>183,950</u>	<u>159,290</u>			

SECTION V: Average Increase Over Term of New CNA

21 Dollar Increase Over Life of Contract \$538,240 [Take sum of all amounts listed on Line 20 above]

22 Percentage Increase Over Life of Contract 6.12 % [Divide amount on Line 21 by amount on Line 14]

23 Average Percentage Increase Per Year 2.04 % [Divide percentage on Line 22 by number of years of the contract]

SECTION VI: Other Economic Items Outside Base Salary and Increases

←Increases→

24	Item Description	Base Year Cost (\$)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
	Uniform Allowance	125,000	0	5,000	0			
	Shoe/Boot Allowance	30,000	5,000	0	0			
	Shift Differential	24,000	480	590	500			
	Sick Leave Sellback	45,000	0	5,000	0			
	Special Duty Pay	7,500	500	500	500			
	EMT Certifications	12,500	500	0	1,000			
25	Totals (\$):	244,000	6,480	11,090	2,000			

SECTION VII: Medical Costs

Insurance Costs

		Base Year	Year 1
26	Health Plan Cost	\$ 2,027,175	\$ 2,189,349
27	Prescription Plan Cost	\$ 447,050	\$ 491,755
28	Dental Plan Cost	\$ 515,300	\$ 551,371
29	Vision Plan Cost	\$ 20,000	\$ 20,000
30	Total Cost of Insurance	\$ 3,009,525	\$ 3,252,475

SECTION VII: Medical Costs (continued)

31	Employee Insurance Contributions	\$ <u>842,667</u>	\$ <u>943,218</u>
32	Contributions as % of Total Insurance Cost	<u>28.00</u> %	<u>29.00</u> %

33 Identify any insurance changes that were included in this CNA.
Changed insurance carrier (which saved approximately \$210,000). Increased Rx co-pays from \$5/\$10 to \$10/\$20 (generic/brand). The base plan for employees hired after 1/1/17 will be Direct 15; employees may "buy-up" to Direct 10 by paying the difference in premium costs for the more expensive plan.

SECTION VIII: Certification and Signature

34 The undersigned certifies that the foregoing figures are true:

Print Name: Jane Doe
Position/Title: Anytown Business Administrator
Signature: /s/ Jane Doe
Date: 8.22.16

Send this completed and signed form along with an electronic copy of the contract and the signed certification form to: contracts@perc.state.nj.us

NJ Public Employment Relations Commission
Conciliation and Arbitration
PO Box 429
Trenton, NJ 08625
Phone: 609-292-9898

Revised 8/2016

**AGREEMENT
BETWEEN
BOROUGH OF NORTH CALDWELL
AND
WEST ESSEX PBA LOCAL NO. 81**

JANUARY 1, 2021 through DECEMBER 31, 2023

**LAW OFFICES:
LOCCKE, CORREIA & BUKOSKY
24 Salem Street
Hackensack, NJ 07601
(201) 488-0880**

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PREAMBLE

THIS AGREEMENT, made and entered into at North Caldwell, New Jersey, this day of _____, 2021, by and between the **BOROUGH OF NORTH CALDWELL**, in the County of Essex, hereinafter referred to as the "**Borough**" or "**Employer**", and **WEST ESSEX POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 81**, hereinafter referred to as the "**PBA**".

WITNESSETH:

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

WHEREAS, the Borough Council and the Borough Administration retain the basic decision-making power over fiscal and management questions; and

WHEREAS, the Borough has the 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 Borough.

ARTICLE II

WAGES

A. Officers shall receive the wage rates set forth in Schedule A or Schedule B annexed hereto, including step guide movement, based on the Officer's date of hire. Wages shall be paid in approximately equal payments at fourteen (14) day intervals (pay periods). The bi-weekly pay shall be determined by prorating the wage rate based upon the number of pay periods in that year. Overtime rate shall be set per past practice.

B. Incremental Increases

1. Upon recommendation of the Chief of Police and approval of the Borough 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 or her 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 or her 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 or her 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 or her 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 Officers hired prior to January 1, 2012 as follows:

<u>LENGTH OF SERVICE</u>	<u>AMOUNT</u>
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

Officers hired on or after January 1, 2012 shall be provided with longevity payments according to the following schedule:

<u>LENGTH OF SERVICE</u>	<u>AMOUNT</u>
Completion of 10 years	\$4,000
Completion of 15 years	\$6,000
Completion of 20 years	\$9,000

D. Officers assigned to the Detective Bureau shall receive an annual stipend of One Thousand Dollars (\$1,000.00) in addition to their regular wages. If an Officer is

assigned to the Detective Bureau after January 1 of any year, the stipend will be pro-rated for the year of appointment. The stipend shall not be included in the calculation of any Officer's regular hourly rate of pay for purposes of computing premium rate of pay or any other purpose. The stipend shall be paid in the first pay period of December.

E. Any Officer possessing Emergency Medical Technician certification shall receive an annual stipend of Six Hundred Dollars (\$600.00) in addition to their regular wages. Should any Officer obtain Emergency Medical Technician Certification after January 1 of any year, the stipend will be pro-rated for that year. The stipend shall not be included in the calculation of any Officer's regular hourly rate of pay for purposes of computing premium rate of pay or any other purpose. The stipend shall be paid in the first pay period of December.

F. Any Officer who works in place of a Sergeant as Officer in Charge (OIC) for three (3) hours shall receive top Sergeant's pay for those three (3) hours and any additional hours worked as OIC.

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.

3. (a) The regular work week for personnel within the Detective Bureau shall consist of forty (40) hours, specifically five (5) work tours, each being no more than eight (8) consecutive hours in duration within each day of a seven (7) day calendar week. The scheduling of such working tours shall be determined by the Chief of Police in consultation with the Detective Bureau based upon the operational needs of the Bureau.

(b) The position of Administrative Officer shall provide for a regular work week which shall consist of forty (40) hours over a seven (7) day calendar week. The schedule of such working tours shall be determined by the Chief of Police in consultation with the Administrative Officer based upon the operational needs of the Department. All other terms of overtime compensation as defined herein shall apply to the Administrative Officer.

4. No Officer's work schedule will be involuntarily changed, altered, or modified on less than thirty (30) days' notice unless the need for such change, alteration, or modification was not known by such date or the need is occasioned by an emergency.

5. The day shift shall begin at 5:30 A.M. and conclude at 5:30 P.M. The night shift shall begin at 5:30 P.M. and conclude at 5:30 A.M.

B. OVERTIME

1. (a) In the event an Officer is directed by a superior or reasonably required by circumstance to continue working after the completion of the twelfth (12th) consecutive hour of his or her normal work day, any such work shall constitute overtime work which shall be compensated at the premium rate of time and one-half his or her regular hourly rate of pay, with a minimum guarantee of two (2) hours premium pay.

(b) Overtime for the Detective Bureau shall accrue after the eighth (8th) consecutive hour of his or her normal work tour or on his or her regularly-scheduled day off. All other terms of overtime compensation as defined herein shall apply to the Detective Bureau.

(c) Effective with the signing of this Agreement, all extra duty work (performed for an outside contractor), shall be paid through the Borough payroll system at the Employee's time and one-half (1½) rate of compensation. The Employer shall be permitted to add a ten percent (10%) surcharge to said rate. The Borough shall take any and all lawful steps, including but not limited to classifying all extra duty work as "law enforcement work", to insure that all extra duty work shall be offered first to members of the PBA employed by the Borough of North Caldwell Police Department before being offered to any other individuals, entities, or organizations.

2. (a) Any Officer who is asked or required by a superior to return to work after the completion of his or her regularly-scheduled shift shall be compensated for such call-in overtime work at his or her premium rate of time and one-half (1½) his or her

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 or her regularly scheduled work shift, shall be compensated at the premium rate of time and one-half (1½) his or her 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 (1½), at the discretion of the Officer with the approval of the Chief of Police. No Officer shall be eligible to accumulate compensatory time off in excess of a maximum of four hundred eighty (480) hours of 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 Borough 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 occasioned 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 or her dependents the following insurance protection:

1. New Jersey State Health Benefits Program
2. Life Insurance in the amount of the Officer's base annual salary (rounded off to the next highest Five Hundred (\$500.00) Dollars), with two times the basic coverage in the event of accidental death.
3. Dental coverage with One Thousand Dollars (\$1,000.00) maximum yearly coverage; 50/50 co-insurance factor, and no deductible; Ortho III - One Thousand Five Hundred Dollars (\$1,500.00) maximum.
4. False Arrest Insurance, in amounts not less than that which existed on January 1, 1974.
5. General Liability coverage.

B. Effective January 1, 2012, all Employees shall be required to contribute towards the cost of the premium for all health insurance provided under this Article pursuant to Public Law 2011, Chapter 78, and in no instance will the contributions for all health insurance received under this Agreement be less than 1.5% of his or her salary, as per State statute.

C. Beginning on January 1, 2011, all newly-hired Officers will be required to enroll in NJDIRECT15 Plan offered by the State Health Benefits Plan or pay the

difference in premiums between the plan selected and the NJDIRECT15 Plan. Co-pays shall remain the responsibility of the Officer.

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

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

F. Employees covered by this contract may, at their sole discretion, elect to "opt-out" of available medical coverages as set forth above. In the event of an "opt-out", then the Employee shall be entitled to a payment of twenty-five percent (25%) of the premium cost or Five Thousand Dollars (\$5,000.00), whichever is less. The "opt-out" decision shall be made on an annual basis, and an Employee may opt back in at said annual opportunity.

ARTICLE V
VACATION, HOLIDAY AND SCHEDULE TIME BANK

A. 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 thirty-six (36) 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.

5. Vacation selection shall be done in order of seniority within the Department, shift assignment by rank.

B. HOLIDAYS

1. All Officers shall be provided with fourteen (14) paid holidays per year (112 hours), which payment shall be included in the Employee's periodic paycheck as part of annual compensation.

2. 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 Borough 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 Borough employees.

3. Whenever an Employee is ordered into work on any of the following listed premium holidays, then said Employee shall receive compensation at the double time rate of payment. Premium holidays covered by this paragraph are as follows: New Year's Day, Easter, Independence Day, Thanksgiving and Christmas. The holiday definition for call in purposes shall be the entire twenty-four (24) hour holiday day. The entire twenty-four (24) hour holiday day shall be covered.

4. New Year's Eve and Christmas Eve shall be added to the coverage of paragraph 3 effective January 1, 2003. Bargaining unit members work on two (2) shifts (5:30 am to 5:30 pm, day shift, and a 6530 pm to 5:30 am, night shift). The Borough agrees to pay double time to an Officer called in for the night shift on New Year's Eve and Christmas Eve for the hours worked on December 31 and December 24 respectively. This agreement does not extend double pay to Officers called in to work on day shift on those specific dates (December 24 and 31).

C. SCHEDULE TIME BANK

Each Officer working a twelve (12) hour shift shall be credited with one hundred ten (110) hours in a "Schedule Time Bank" on each successive January 1st for the current year. The one hundred ten (110) hours in the Officer's Schedule Time Bank shall be used at the Officer's sole discretion as vacation time, subject to the Department's approval pursuant to the procedures for taking vacation. In the event that an Officer leaves the Department for any reason during the course of the year, the time in the Schedule Time Bank shall be pro-rated as said time was carried prior to the Officer leaving the Department. All time earned must be used in the year it is earned and shall not accumulate or be carried over except upon the approval of the Chief of Police.

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 decision affecting 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 render its 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 each 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 Borough Official or in any way abridge or reduce such authority, and the Borough 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 Borough 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 they may have under any other applicable Laws and Regulations.

ARTICLE VIII
MANAGEMENT RIGHTS

Except as modified by provisions of this Agreement, the Borough 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 Borough 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 Borough 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, 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 it 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 Borough Authorities; to establish training programs and upgrade 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 Borough may determine

necessary for the orderly and efficient operation of the Department of Police for the Borough 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

A. The Borough 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.

B. Every Employee covered by this contract shall be provided with a full and complete copy of the entire Rules and Regulations book Manual as well as any amendments that may exist thereto. All future updates or modifications shall be provided in writing to each Employee.

C. Whenever a member of the Bargaining Unit is to be questioned in a Departmental disciplinary proceeding by the Public Employer, then prior to said questioning, the Officer and the Officer's designated representative shall be permitted the opportunity to review all electronic recordings and other recorded information which is in possession of the Employer/Police Department prior to any interview taking place. This procedure shall apply to any investigation conducted by the Employer or participated in by the Employer which may be administrative in nature.

ARTICLE X
DISCRIMINATION OR COERCION

Neither the Borough nor the PBA shall discriminate against any Police Officer because of race, creed, color, national origin, nationality, ancestry, age, sex (including pregnancy), marital status, domestic partnership or civil union status, affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information, liability for military service, or mental or physical disability.

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 Borough and the members of the Police Department, and it is further recognized that the need for continued and uninterrupted operation of the Police Department is of paramount importance to the citizens of the community; therefore, there shall be no interference with such operations.

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 operations.

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 Borough, 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 or for illness of household dependents. 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 or for illness of household dependents. As used in this Article, household dependents mean an Employee's spouse, child or other blood relative residing with the Employee.

Sick leave may be used to care for their own, or a family member's, physical or mental health or injury, address domestic or sexual violence against themselves or a family member, attend a child's school-related meeting, conference, or event, take care of their children when school or child care is closed due to an epidemic or public health emergency (including mandatory remote learning during COVID-19), and quarantine based on the advice of a health care provider or public health authority (including the quarantine required when returning to New Jersey from certain states).

B. Unused sick leave will be accumulated and no more than one thousand four hundred (1,400) hours of such accumulated sick leave shall be paid to the Officers at one hundred percent (100%) of the Officer's then-existing rate of pay as terminal leave at the time of retirement, or by selling back accumulated sick time as described herein, or by virtue of work-connected disability causing separation. The accumulation

above one thousand four hundred (1,400) hours may be used by an Officer in the event of catastrophic illness, but the Officer will be restricted to a career maximum of one thousand four hundred (1,400) hours of sick leave for purposes of payment as terminal leave at the time of retirement, or by selling back accumulated sick time as described herein, or by virtue of work-connected disability causing separation.

1. Beginning January 1, 2012, Officers shall be eligible to sell back a career maximum of one thousand four hundred (1,400) hours of accumulated unused sick time, which can be sold back yearly, subject to the requirements and limitations of this Article, or used as terminal leave at the time of retirement. Any amounts sold back from January 1, 2012 forward shall be deducted against the one thousand four hundred hour (1,400) lifetime maximum.
2. The sellback of accumulated and unused sick leave shall be limited as follows:
 - a. In 2020, (payable in 2021) Officers must have a minimum of two hundred fifty (250) accumulated sick hours to be eligible to sell back sick time and will be limited to a maximum of one hundred (100) hours.
 - b. In 2021, (payable in 2022) Officers must have a minimum of two hundred fifty (250) accumulated sick hours to be eligible to sell back sick time and will be limited to a maximum of one hundred (100) hours.
 - c. In 2022, (payable in 20223) Officers must have a minimum of two hundred fifty (250) accumulated sick hours to be eligible to sell back sick time and will be limited to a maximum of one hundred (100) hours.
 - d. For the three (3) calendar years covered by this contract (2000 through 2023) Officers must have a minimum of two hundred fifty (250) accumulated sick hours to be eligible to sell sick time, and sell back of sick leave is limited to a maximum of one hundred (100) hours per year. At the end of this Agreement the prior contract sunset provision shall become effective.

3. The minimum number of hours to sell back sick time and the yearly maximum of sell back accumulated sick time hours set forth in paragraph B.2.a, B.2b and B.2c, above shall sunset upon expiration of this collective negotiations agreement. This sunset provision does not affect the one thousand four hundred (1,400) hour lifetime maximum, which shall survive expiration of this collective negotiations agreement. The Parties also agree and acknowledge that the terms and conditions set forth in this section regarding the annual limit on hours that may be sold back shall not constitute a past practice, binding precedent, nor shall they be utilized as evidence in any future negotiations, interest arbitration proceeding(s), impasse procedure(s) or any other procedure utilized to establish the terms and conditions of employment of the Association, except grievance arbitration or litigation over the terms of the collective negotiations agreement during its effective dates. The inclusion of the terms and conditions of this section regarding the annual limit on hours that may be sold back in any future successor Agreement shall be subject to future negotiations between the Parties.
4. Officers hired after May 21, 2010 are not eligible for sick leave sell back provided for in this Article and can only be paid at the time of retirement from PFRS for accumulated unused sick leave not to exceed Fifteen Thousand Dollars (\$15,000.00) per P.L. 2010, Ch.3.
5. An individual retiring Officer shall have the individual option of receiving a payout as is provided in this Article in up to three (3) payments over a period not to exceed twenty-four (24) months from date of separation. To qualify for any payments in a given calendar year the retiring Officer must provide notice to the Borough on not less than thirty (30) days' notice to be given no later than February 1 of said year. In the event cash is requested, notice must be given by February 1 in the year of which the Employee is to retire. Failure to provide such notice by the Employee may result in payment being deferred to the first payroll of January in the subsequent year.

C. Subject to the maximum sell back limits set forth in B.1 and B.2 above, and the exclusion set forth in B.4 above, each Employee covered by this contract shall have an annual opportunity, in the Officer's sole discretion, to cash in accumulated sick

leave up to the career maximum of fourteen hundred (1,400) hours, or put the unused sick leave into the sick leave bank, even if this results in an accumulation above one thousand four hundred (1,400) hours. The sell back option shall be exercised by December 1 of each year and said opting Employee shall be paid at one hundred percent (100%) of the Officer's daily rate for all hours so cashed in up to the limitations set forth in paragraph B. Payment for any hours cashed in at the end of the year shall be made in January of the following year. Such request shall be made in writing to the Chief of Police.

D. 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.

E. An Employee may receive a cash payment of no more than the one thousand four hundred (1,400) 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, less all hours sold back beginning on January 1, 2012 through retirement. 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.

F. In the case where all time for sick leave is exhausted, including the Employee's accumulated bank referenced in Section A above, then the Officer may apply to the Employer through the Public Safety Committee for a "loan" of next year's

sick leave under Section A, which application shall be decided on a "case-by-case" basis.

G. The Borough shall have the right to discontinue payment in accordance with appropriate medical certificates, and any Officers so affected shall have the right to exercise the provisions of the Grievance Procedure.

H. Any Officer who sustains a job-connected illness or injury will receive full pay from the Borough for a period not to exceed twelve (12) months or the commencement of payment of disability pension, whichever shall occur first. The Borough 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. Any officer who sustains a job-connected illness or injury will receive sick leave pay (the difference between their salary and any workman's Compensation or disability benefits received) as defined by Section J of this Article from the Borough.

I. 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 Borough.

J. 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.

K. Any Officer with five (5) 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 or her unused sick leave account.

L. Any Officer with five (5) or less years 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 or her unused sick leave account.

M. In the event that sick leave is utilized by any Officer with five (5) years of service or less beyond thirty-six (36) hours during the period July 1 through December 31, credit earned as provided in Paragraph K 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:

3 Short Sleeve Uniform Shirts	3 Long Sleeve Uniform Shirts
3 Uniform Pants with yellow stripe	Embroidering for uniform or stripes.
1 Uniform Hat w/badge and straps	1 Pair of boots or shoes
1 Winter 3 in 1 Jacket	1 Rain Jacket
1 Polo 511 Type Embroidered t-shirt	1 Approved Weapon Dept. supplied
1 Double retention Holster	1 Set of handcuffs
1 Handcuff Holder (Carrier)	1 Badge
1 OC canister	1 OC canister holder for carrier
1 Bullet Proof Vest	1 External Vest Carrier
1 Double Magazine Ouch for Carrier	1 Name Tag for Carrier
1 Police Velcro for carrier	1 Duty belt w/5 keepers
<u>1 Traffic Vest (D.O.T. Regulation)</u>	

To be used after probation

1 Dress Blouse	1 Tie
1 Sam Brown	1 Leather handcuff case
1 Leather magazine pouch	1 Leather belt w/buckle
<u>Dress Shoes (Class A)</u>	

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) No uniform or maintenance allowance will be paid for the first two years of this Agreement. Effective on January 1, 2023, each Patrolman will be provided with an annual uniform and replacement and maintenance allowance of Seven

Hundred Dollars (\$700.00) 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) No uniform or maintain allowance will be paid for the first two years of this Agreement. Effective January 1, 2023, each Sergeant and Lieutenant shall receive a uniform replacement and maintenance allowance of Seven Hundred Dollars (\$700.00) payable in the same manner as Patrolmen.

(c) No uniform or maintain allowance will be paid for the first two years of this Agreement. Effective January 1, 2023, each Probationary Patrolmen shall be provided with an annual uniform maintenance allowance of Three Hundred Dollars (\$300.00) which shall be paid in full mid-way (six (6) 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 pro-rata portion of the uniform allowance for permanent Officers. Thereafter, said Employee shall receive his or her 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 that are not reparable shall be replaced by the Borough.

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.

5. At all times while on duty, all Officers on a shift must wear the same uniform style.

B. Expense Reimbursement

Officers required to use their own cars for work-related reasons or for training shall be reimbursed for mileage between the Police Department and the destination at the IRS mileage rate then in effect. 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 Borough.

ARTICLE XV
BEREAVEMENT PAY AND MILITARY SERVICE LEAVE

A. Death in the Immediate Family

An officer covered by this Agreement, on application to his or her 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, domestic partner, 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 or her 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

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 or her. Such leave granted shall be charged against current year sick leave credits.

C. Application for Bereavement Leave

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

the Officer and the days in which they request to 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 or her orders and drill schedules as far in advance as possible.

3. Notwithstanding any provisions of this contract to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with the rules and requirements of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

ARTICLE XVI

LEGAL AID

The Employer will provide legal representation to Employees covered by this Agreement in accordance with N.J.S.A. 40A:14-155.

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 or her total length of continuous service with the Borough 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 Borough shall not hire additional Officers nor assign any other Borough 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.

ARTICLE XIX
EDUCATION CREDITS

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

1. Upon the attainment of an Associate's Degree, Officers covered by this Agreement will receive annually Five Hundred Dollars (\$500.00) in addition to their base annual salary.

2. Upon the attainment of a Bachelor's Degree, Officers covered by this Agreement will receive annually One Thousand (\$1,000.00) Dollars in addition to their base 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
REPRESENTATION FEE IN LIEU OF DUES FOR
NON-MEMBER BARGAINING UNIT EMPLOYEES

A. The Association, having made membership available for all Employees covered by the within unit on an equal basis, it is, therefore, agreed between the parties that all non-member Employees are required to pay a representation fee in lieu of dues as a condition of employment. Any new Employee in the bargaining unit who does not join the Association within thirty (30) days from the Police Academy graduation, any existing permanent non-member Employee who does not join the Association within thirty (30) days from the execution of this current amendment, and any permanent Employee previously employed within the unit who does not join within ten (10) working days of re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the Association by automatic payroll deduction. This fee shall not exceed eighty-five percent (85%) of the regular membership dues, fees, and assessments, as permitted under the New Jersey Employer Employee Relations Act, as amended, *P.L. 1979 c. 477 (N.J.S.A. 34:3A-5.5)*. The Association shall certify to the Employer that the amount of said fee is as permitted by law and the Association has established and maintains a demand and return system as required by *N.J.S.A. 34:13A-5.5* and *5.6*.

B. The Employer shall deduct such fee by means of a payroll deduction and remit same to the Treasurer of the Association together with the list of names of all Employees for whom the deductions were made by the tenth (10th) day of the succeeding month after such deductions are made.

C. The Association may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Association membership dues, fees and assessments. The Association's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Association 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 Association and the Employer.

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

ARTICLE XXI

DURATION

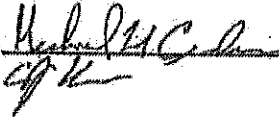
A. This Agreement shall be effective January 1, 2021, through December 31, 2023, and thereafter until either party serves written notice at least sixty (60) days prior of its desire to modify or terminate this Agreement.

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.

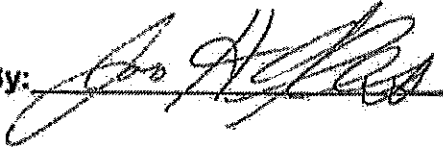
C. If written notification is not provided as stated herein, this Agreement shall be renewed for additional one (1) year terms.

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

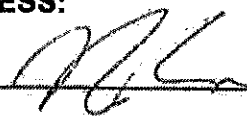
**PBA LOCAL NO. 81
(North Caldwell Unit)**

By: 

BOROUGH OF NORTH CALDWELL

By: 

WITNESS:

By: 

By: 

SCHEDULE B
WAGE RATES

For Police Officers Hired After 01/01/2023

	Effective 01/01/2021	Effective 01/01/2022	Effective 01/01/2023
Lieutenants	\$134,204	\$137,559	\$140,998
Sergeants (After 12 Months in Rank)	\$125,975	\$129,124	\$132,352
1st Year	\$114,975	\$117,850	\$120,796
Patrolmen			
1st Class	\$112,836	\$115,657	\$118,548
2nd Class	\$99,873	\$102,370	\$104,929
3rd Class	\$91,804	\$94,099	\$96,452
4th Class	\$83,734	\$85,828	\$87,973
5th Class	\$75,666	\$77,557	\$79,496
6th Class	\$67,596	\$69,286	\$71,018
7th Class	\$59,527	\$61,015	\$62,540
8th Class	\$53,508	\$54,846	\$56,217
Probationary	\$43,387	\$44,472	\$45,584

AGREEMENT BETWEEN
BOROUGH OF NORTH CALDWELL
AND
WEST ESSEX PBA LOCAL NO. 81
(NORTH CALDWELL UNIT)

JANUARY 1, 2024 through DECEMBER 31, 2027

LIMSKY MITOLO
Attorneys at Law 271
Route 46, Suite D209
Fairfield, New Jersey 07004
(201) 488-5300

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PREAMBLE

THIS AGREEMENT, made and entered into at North Caldwell, New Jersey, this day of _____, 2024, by and between the **BOROUGH OF NORTH CALDWELL**, in the County of Essex, hereinafter referred to as the "Borough" or "Employer", and **WEST ESSEX POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 81, (North Caldwell Unit)** hereinafter referred to as the "PBA".

WITNESSETH:

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

WHEREAS, the Borough Council and the Borough Administration retain the basic decision-making power over fiscal and management questions; and

WHEREAS, the Borough has the 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

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 Borough.

ARTICLE II

WAGES

A. Officers shall receive the wage rates set forth in Schedule A annexed hereto, including step guide movement, based on the Officer's date of hire. Wages shall be paid in approximately equal payments at fourteen (14) day intervals (pay periods). The bi-weekly pay shall be determined by prorating the wage rate based upon the number of pay periods in that year. The overtime rate shall be set per past practice. All new hires shall be placed at Step 1 on the Salary Guide except upon the agreement, in writing, of the Borough Administrator, Chief of Police, and Captain, with written notice to the PBA.

B. Officers will move up one (1) step on the salary guide on their anniversary date until they reach the top step of the guide. Officers must notify their supervisor in writing four (4) weeks before their anniversary date that they are scheduled for an upcoming step increase.

C. In addition to the above, longevity payments shall be provided to Officers hired prior to January 1, 2012 as follows:

<u>LENGTH OF SERVICE</u>	<u>AMOUNT</u>
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

Officers hired on or after January 1, 2012, shall be provided with longevity payments according to the following schedule:

<u>LENGTH OF SERVICE</u>	<u>AMOUNT</u>
Completion of 10 years	\$4,000
Completion of 15 years	\$6,000
Completion of 20 years	\$9,000

D. Officers assigned to the Detective Bureau shall receive an annual stipend of One Thousand Dollars (\$1,000.00) in addition to their regular wages. If an Officer is assigned to the Detective Bureau after January 1 of any year, the stipend will be pro-rated for the year of appointment. The stipend shall not be included in the calculation of any Officer's regular hourly rate of pay for purposes of computing premium rate of pay or any other purpose. The stipend shall be paid in the first pay period of December.

E. Any Officer possessing Emergency Medical Technician certification shall receive an annual stipend of Six Hundred Dollars (\$600.00) in addition to their regular wages. Should any Officer obtain Emergency Medical Technician Certification after January 1 of any year, the stipend will be pro-rated for that year. The stipend shall not be included in the calculation of any Officer's regular hourly rate of pay for purposes of computing premium rate of pay or any other purpose. The stipend shall be paid in the first pay period of December.

F. Any Officer who works in place of a Sergeant as Officer in Charge (OIC) for three (3) hours shall receive top Sergeant's pay for those three (3) hours and any additional hours worked as OIC.

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.

3(a). The regular work week for personnel within the Detective Bureau shall consist of forty (40) hours, specifically five (5) work tours, each being no more than eight (8) consecutive hours in duration within each day of a seven (7) day calendar week. The scheduling of such working tours shall be determined by the Chief of Police in consultation with the Detective Bureau based upon the operational needs of the Bureau.

(b). The position of Administrative Officer shall provide for a regular work week which shall consist of forty (40) hours over a seven (7) day calendar week. The schedule of such working tours shall be determined by the Chief of Police in consultation with the Administrative Officer based upon the operational needs of the Department. All other terms of overtime compensation as defined herein shall apply to the Administrative Officer.

4. No Officer's work schedule will be involuntarily changed, altered, or modified on less than thirty (30) days' notice unless the need for such change, alteration, or modification was not known by such date or the need is occasioned by an emergency, unforeseen injury, personnel matters, or department emergencies, in which

case five (5) calendar days' notice shall be given unless not possible under the circumstances.

5. The day shift shall begin at 5:00A.M. and conclude at 5:00P.M. The night shift shall begin at 5:00P.M. and conclude at 5:00 A.M.

B. OVERTIME

1a. In the event an Officer is directed by a superior or reasonably required by circumstance to continue working after the completion of the twelfth (12th) consecutive hour of his or her normal work day, any such work shall constitute overtime work which shall be compensated at the premium rate of time and one-half his or her regular hourly rate of pay, with a minimum guarantee of two (2) hours premium pay.

b. Overtime for the Detective Bureau shall accrue after the eighth (8th) consecutive hour of his or her normal work tour or on his or her regularly-scheduled day off. All other terms of overtime compensation as defined herein shall apply to the Detective Bureau.

c. Patrol Officers who are below top step (1st Class) shall receive the pay equal to the top paid patrol officer (premium pay) for all extra duty work performed for and paid for by an outside contractor. Patrol Officers who are at top step (1st Class) shall receive pay at time-and-one-half (1.5x) of the top step Patrolmen's hourly rate (premium pay) for all extra duty work performed for and paid for by an outside contractor. Sergeants and above shall receive pay at time-and-one-half (1.5x) of their top step hourly rate (premium pay) for all extra duty work performed for and paid for by an outside contractor. Such extra duty work for an outside contractor shall also have a minimum guarantee of four (4) hours' pay. The Borough shall add a surcharge to said rate to be set by the Mayor and Council.

When a grant received by the Borough sets a flat rate for Borough extra duty work, the Officer shall receive the greater of the grant flat rate or time-and-one-half (1.5x) at the regular hourly rate of compensation. The Borough shall take any and all lawful steps, including but not limited to classifying all extra duty work as "law enforcement work," to ensure that all extra duty work shall be offered first to members within this PBA contract employed by the Borough of North Caldwell Police Department before being offered to any other individuals, entities, or organizations. Extra duty work performed for the Borough, West Essex Regional Schools, or the North Caldwell Board of Education shall each have a minimum guarantee of two (2) hours of pay at time-and-one-half (1.5x) at their regular rate of pay.

No extra duty work shall be performed, whether for outside contractors or for the Borough or another public entity, if the Department cannot meet minimum manning levels or such extra duty work will result in overtime for regular shift assignments.

2a. Any Officer who is asked or required by a superior to return to work after the completion of his or her regularly-scheduled shift shall be compensated for such call-in overtime work at his or her premium rate of time and one-half (1 1/2) his or her 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 or her regularly scheduled work shift, shall be compensated at the premium rate of time and one-half (1 1/2) his or her regular rate for all such hours with a minimum guarantee of two 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 (1 1/2), at the discretion of the Officer with the approval of the Chief of Police. No Officer shall be eligible to accumulate compensatory time off in excess of a maximum of four hundred eighty (480) hours of 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 Borough 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 occasioned 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 or her dependents the following insurance protection:

1. New Jersey State Health Benefits Program
2. Life Insurance in the amount of the Officer's base annual salary (rounded off to the next highest Five Hundred (\$500.00) Dollars), with two times the basic coverage in the event of accidental death.
3. Dental coverage with One Thousand Dollars (\$1,000.00) maximum yearly coverage; 50/50 co-insurance factor, and no deductible; Ortho Ill - One Thousand Five Hundred Dollars (\$1,500.00) maximum.
4. False Arrest Insurance, in amounts not less than that which existed on January 1, 1974.
5. General Liability coverage.

B. Effective January 1, 2012, all Employees shall be required to contribute towards the cost of the premium for all health insurance provided under this Article pursuant to Public Law 2011, Chapter 78, and in no instance will the contributions for all health insurance received under this Agreement be less than 1.5% of his or her salary, as per State statute.

C. Beginning on January 1, 2011, all newly-hired Officers will be required to enroll in NJDIRECT15 Plan offered by the State Health Benefits Plan or pay the difference in premiums between the plan selected and the NJDIRECT15 Plan. Co-pays shall remain the responsibility of the Officer.

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

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

F. Employees covered by this contract may, at their sole discretion, elect to "opt-out" of available medical coverages as set forth above. In the event of an "opt-out", then the Employee shall be entitled to a payment of twenty-five percent (25%) of the premium cost or Five Thousand Dollars (\$5,000.00), whichever is less. The "opt-out" decision shall be made on an annual basis, and an Employee may opt back in at said annual opportunity.

ARTICLE V

VACATION, HOLIDAY AND SCHEDULE TIME BANK

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

LENGTH OF SERVICE VACATION TIME

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 thirty-six (36) 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.

5. Vacation selection shall be done in order of seniority within the Department, shift assignment by rank.

B. HOLIDAYS

1. All Officers shall be provided with fourteen (14) paid holidays per year (112 hours), which payment shall be included in the Employee's periodic paycheck as part of annual compensation.

2. 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 Borough 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 Borough employees.

3. Whenever an Employee is ordered into work on any of the following listed premium holidays, then said Employee shall receive compensation at the double time rate of payment. Premium holidays covered by this paragraph are as follows: New Year's Day, Easter, Independence Day, Thanksgiving and Christmas. The holiday definition for call in purposes shall be the entire twenty-four (24) hour holiday day. The entire twenty-four (24) hour holiday day shall be covered.

4. New Year's Eve and Christmas Eve shall be added to the coverage of paragraph 3 effective January 1, 2003. Bargaining unit members work on two (2) shifts (5:00 am to 5:00 pm, day shift, and a 5:00 pm to 5:00 am, night shift). The Borough agrees to pay double time to an Officer called in for the night shift on New Year's Eve and Christmas Eve for the hours worked on December 31 and December 24 respectively. This agreement does not extend double pay to Officers called in to work on day shift on those specific dates (December 24 and 31).

C. **SCHEDULE TIME BANK**

Each Officer working a twelve (12) hour shift shall be credited with one hundred ten (110) hours in a "Schedule Time Bank" on each successive January 1st for the current year. The one hundred ten (110) hours in the Officer's Schedule Time Bank shall be used at the Officer's sole discretion as vacation time, subject to the Department's approval pursuant to the procedures for taking vacation. In the event that an Officer leaves the Department for any reason during the course of the year, the time in the Schedule Time Bank shall be pro-rated as said time was carried prior to the Officer leaving the Department. All time earned must be used in the year it is earned and shall not accumulate or be carried over except upon the approval of the Chief of Police up to one year.

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 decision affecting 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 render its 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 each 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 Borough Official or in any way abridge or reduce such authority, and the Borough 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 Borough 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 they may have under any other applicable Laws and Regulations.

ARTICLE VIII
MANAGEMENT RIGHTS

Except as modified by provisions of this Agreement, the Borough 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 Borough 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 Borough 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, 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 it 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 Borough Authorities; to establish training programs and upgrade 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 Borough may determine

necessary for the orderly and efficient operation of the Department of Police for the Borough 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

A. The Borough 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.

B. Every Employee covered by this contract shall be provided with a full and complete copy of the entire Rules and Regulations book manual as well as any amendments that may exist thereto. All future updates or modifications shall be provided in writing to each Employee.

C. Whenever a member of the Bargaining Unit is to be questioned in a Departmental disciplinary proceeding by the Public Employer, then prior to said questioning, the Officer and the Officer's designated representative shall be permitted the opportunity to review all electronic recordings and other recorded information which is in possession of the Employer/Police Department prior to any interview taking place, except as prohibited or provided for by Attorney General Law Enforcement Directive No. 2021-5 and any amendments or revisions thereto. This procedure shall apply to any investigation conducted by the Employer or participated in by the Employer which may be administrative in nature.

ARTICLE X

DISCRIMINATION OR COERCION

Neither the Borough nor the PBA shall discriminate against any Police Officer because of race, creed, color, national origin, nationality, ancestry, age, sex (including pregnancy), marital status, domestic partnership or civil union status, affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information, liability for military service, or mental or physical disability.

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 Borough and the members of the Police Department, and it is further recognized that the need for continued and uninterrupted operation of the Police Department is of paramount importance to the citizens of the community; therefore, there shall be no interference with such operations.

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 operations.

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 Borough, 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 or for illness of household dependents. 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 or for illness of household dependents. As used in this Article, household dependents mean an Employee's spouse, child or other blood relative residing with the Employee.

Sick leave may be used to care for their own, or a family member's, physical or mental health or injury, address domestic or sexual violence against themselves or a family member, attend a child's school-related meeting, conference, or event, take care of their children when school or child care is closed due to an epidemic or public health emergency (including mandatory remote learning during COVID-19), and quarantine based on the advice of a health care provider or public health authority (including the quarantine required when returning to New Jersey from certain states).

In the event an employee retires or resigns, their sick leave allotment for that year shall be prorated for the portion of the year the employee remained employed by the Borough. In the event an employee is terminated, they shall not be entitled to payment for any accrued sick leave.

B. All sick time shall be placed in an employee's Accumulated Sick Leave Bank without limit. Employees may use up to a maximum of three (3) years' sick leave from their current year's sick leave allotment and their Accumulated Sick Leave Bank for a total of up to 450 hours of sick leave in a given year. All other approved absences are without pay. Employees who are absent without approval will not receive paid time off and will be subject to termination for abandoning their position as provided for by law.

Employees may use additional sick leave from their Accumulated Sick Leave Bank with the approval of the Borough Administrator, which shall not be unreasonably withheld and subject to the grievance procedure, in the event of serious illness or injury.

C. Employees hired after May 21, 2010 are ineligible for any compensation for unused sick time under this Agreement except for a single payment at the time of their retirement from PFRS for their unused sick leave up to a maximum of \$15,000 pursuant to P.L. 2010, Ch. 3.

Employees hired before May 21, 2010 may sell back a maximum of 1,400 hours of sick leave from their Accumulated Sick Leave Bank over the course of their career with the Borough either (a) at the time of their retirement or resignation in good standing or (b) in increments of 100 hours per year at their current hourly rate if the employee has at least 250 hours in their Accumulated Sick Leave Bank. The yearly sell back option shall be exercised by December 1st of each year and said opting Employee shall be paid at one hundred percent (100%) of the Officer's daily rate for all hours cashed in up to the limitations set forth above. Payment for any hours cashed in at the end of the year shall be made in January of the following year. Such request shall be made in writing to the Chief of Police.

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

E. An Employee may receive a cash payment of up to one thousand four hundred (1,400) hours of accumulated sick leave as provided for by Section C above on date of retirement or time off prior to the effective date of retirement at his option as terminal leave. No employee may receive payment for or sell back more than a total maximum of 1,400 hours over the course of their entire career, whether through yearly installments or at the time of their retirement or resignation in good standing, or both. 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.

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

G. The Borough shall have the right to discontinue payment in accordance with appropriate medical certificates, and any Officers so affected shall have the right to exercise the provisions of the Grievance Procedure.

H. Any Officer who sustains a job-connected illness or injury will receive full pay from the Borough for a period not to exceed twelve (12) months or the

commencement of payment of disability pension, whichever shall occur first. The Borough 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. Any officer who sustains a job-connected illness or injury will receive sick leave pay (the difference between their salary and any workman's Compensation or disability benefits received) as defined by Section J of this Article from the Borough.

I. 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 Borough.

J. 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.

K. Any Officer with five (5) 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 or her unused sick leave account.

L. Any Officer with five (5) or less years 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 or her unused sick

leave account.

M. In the event that sick leave is utilized by any Officer with five (5) years of service or less beyond thirty-six (36) hours during the period July 1 through December 31st, credit earned as provided in Paragraph K shall be forfeited.

ARTICLE XIV

GENERAL AND MISCELLANEOUS

A.1. Effective January 1, 2024, all employees' \$700 uniform and maintenance allowance is incorporated into their base pay, and no further uniform or maintenance allowance shall be paid.

2. Any uniform items damaged in the line of duty that are not repairable shall be replaced by the Borough.

3. 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.

4. At all times while on duty, all Officers on a shift must wear the same uniform style.

B. Expense Reimbursement

Officers required to use their own cars for work-related reasons or for training shall be reimbursed for mileage between the Police Department and the destination at the IRS mileage rate then in effect. 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 Borough.

ARTICLE XV
BEREAVEMENT PAY AND MILITARY SERVICE LEAVE

A. Death In the Immediate Family

An officer covered by this Agreement, on application to his or her 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 a spouse or significant other, civil union partner, child, parent, stepchild, sibling, sibling-in-law, grandparents, daughter-in-law, son-in-law, grandchildren, or any person related by blood or marriage residing in an employee's household. 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

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 or her. Such leave granted shall be charged against current year sick leave credits.

C. Application for Bereavement Leave

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 the Officer and the days in which they request to 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 or her orders and drill schedules as far in advance as possible.

3. Notwithstanding any provisions of this contract to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with the rules and requirements of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

ARTICLE XVI

LEGAL AID

The Employer will provide legal representation to Employees covered by this Agreement in accordance with N.J.S.A. 40A:14-155.

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 or her total length of continuous service with the Borough 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 Borough shall not hire additional Officers nor assign any other Borough 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.

ARTICLE XIX
EDUCATION CREDITS

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

1. Upon the attainment of an Associate's Degree, Officers covered by this agreement will receive annually Five Hundred Dollars (\$500.00) in addition to their base annual salary.

2. Upon the attainment of a Bachelor's Degree, Officers covered by this agreement will receive annually One Thousand (\$1,000.00) Dollars in addition to their base 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
REPRESENTATION FEE IN LIEU OF DUES FOR
NON-MEMBER BARGAINING UNIT EMPLOYEES

A. The Association, having made membership available for all Employees covered by the within unit on an equal basis, it is, therefore, agreed between the parties that all non-member Employees are required to pay a representation fee in lieu of dues as a condition of employment. Any new Employee in the bargaining unit who does not join the Association within thirty (30) days from the Police Academy graduation, any existing permanent non-member Employee who does not join the Association within thirty (30) days from the execution of this current amendment, and any permanent Employee previously employed within the unit who does not join within ten (10) working days of re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the Association by automatic payroll deduction. This fee shall not exceed eighty-five percent (85%) of the regular membership dues, fees, and assessments, as permitted under the New Jersey Employer Employee Relations Act, as amended, P.L. 1979 c. 477 (N.J.S.A. 34:13A-5.5). The Association shall certify to the Employer that the amount of said fee is as permitted by law and the Association has established and maintains a demand and return system as required by N.J.S.A. 34:13A-5.5 and 5.6.

B. The Employer shall deduct such fee by means of a payroll deduction and remit same to the Treasurer of the Association together with the list of names of all Employees for whom the deductions were made by the tenth (10th) day of the succeeding month after such deductions are made.

C. The Association may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Association membership dues, fees and assessments. The Association's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Association 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 Association and the Employer.

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

ARTICLE XXI
DURATION

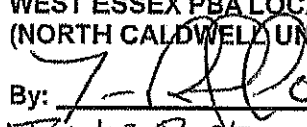
A. This agreement shall be effective January 1, 2024, through December 31, 2027, and thereafter until either party serves written notice at least sixty (60) days prior of its desire to modify or terminate this agreement.

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.

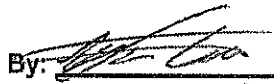
C. If written notification is not provided as stated herein, this agreement shall be renewed for additional one (1) year terms.

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

WEST ESSEX PBA LOCAL 81
(NORTH CALDWELL UNIT)

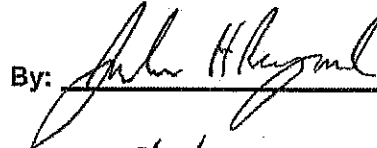
By: 
TRAVIS RUFFO
Dated: 5/21/24

WITNESS:

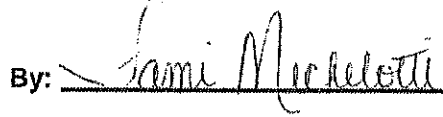
By: 
Ryan Condit

Dated: 5/21/24

BOROUGH OF NORTH CALDWELL

By: 
Dated: 5/21/24

WITNESS:

By: 

Dated: 5/21/24

SCHEDULE A

WAGE RATES

	1/1/2024	1/1/2025	1/1/2026	1/1/2027
Lieutenant	\$144,518	\$150,270	\$156,151	\$159,664
Sergeant (After 12 months In Rank)	\$135,699	\$141,252	\$146,930	\$150,236
1 st Year	\$123,912	\$129,200	\$134,607	\$137,636
Patrolman				
1 st Class	\$121,619	\$126,855	\$132,209	\$135,184
2 nd Class	\$107,728	\$110,152	\$112,630	\$115,164
3 rd Class	\$99,081	\$101,310	\$103,589	\$105,920
4 th Class	\$90,432	\$92,467	\$94,548	\$96,675
5 th Class	\$81,786	\$83,626	\$85,508	\$87,432
6 th Class	\$73,138	\$74,784	\$76,467	\$78,188
7 th Class	\$64,491	\$65,942	\$67,426	\$68,943
8 th Class	\$58,041	\$59,347	\$60,682	\$62,047
Probationary	\$47,196	\$48,258	\$49,344	\$50,454