

AGREEMENT

BETWEEN

BOROUGH OF CALDWELL

AND

WEST ESSEX P.B.A. LOCAL 81

JANUARY 1, 2020 through DECEMBER 31, 2023

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INTRODUCTION

AGREEMENT made on this ²⁹ day of ~~December~~, 2020, by and between **WEST ESSEX PBA, LOCAL 81**, (hereinafter the "PBA") on behalf of itself and the members of the bargaining unit (hereinafter the "Officer", "Officers" or "Employees") now employed or hereafter employed by **THE BOROUGH OF CALDWELL** (from now on called the "Employer").

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

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

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

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

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

ARTICLE I - BARGAINING UNIT

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

Probationary Patrolman

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

Sergeant

Lieutenant

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

Captain

Chief of Police

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

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

Employment Relations Commission (hereinafter "PERC"). Pending the disposition of the challenge, the Employer may create the position and fill the vacancy subject to the determination of PERC.

D. In the event that the Employer transfers to a civilian dispatch, the civilian dispatchers shall not be covered members of this Agreement.

ARTICLE II- NO DISCRIMINATION

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

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

ARTICLE III - VISITATION

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

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

ARTICLE IV - NEW OFFICERS AND PROBATIONARY PERIOD

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

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

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

ARTICLE V - SENIORITY

Purpose:

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

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

Layoffs:

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

- (a) By classification
- (b) By department

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

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

- (a) Hire a new Officer on either a temporary or permanent basis, or
- (b) Direct another Borough employee to perform bargaining unit work except in the case of emergency other than an emergency created by the Employer laying off Officers. For the purposes of Section B. "Emergency" means a sudden, urgent unforeseen occurrence or occasions requiring immediate action, such as in the case of fire or serious car accident.

Recall:

- (1) Officers on lay-off status shall be recalled in the inverse order of lay-off.
- (2) In the event of recall, the Employer shall serve written notice, by Certified Mail, Return Receipt, upon the PBA and the Officer affected, directing the Officer to report back to work within five days after receipt.

Seniority shall be broken only under the following circumstances:

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

ARTICLE VI - GRIEVANCE PROCEDURE

A. Purpose:

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

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

- (2) Whenever an Officer or a PBA representative who is also an Officer is scheduled by the parties to participate in a grievance procedure during working hours, the Officer shall not lose pay or benefits.

B. Definition of a Grievance:

A grievance is an allegation by an Officer or the PBA that there has been a breach, misinterpretation or improper application of the terms of this Agreement. This grievance procedure shall include minor disciplinary matters (less than six days of fine or suspension).

C. Informal Procedure:

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

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

D. FORMAL STEPS

(1) STEP ONE

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

(2) STEP TWO

If the grievant is not satisfied with the disposition of the grievance at Step One, the grievant may submit the grievance to the Mayor and Council along with the decision rendered at Step One and pertinent records that have been received at the proceeding hearing. Any Step Two grievance shall be filed within 15 work days of the disposition of the grievance at Step One. A meeting on the grievance shall be held between the Mayor and Council and the grievant and their representatives, which shall not be public unless the parties so agree in writing. Where appropriate, witnesses may be heard and pertinent records received. The Mayor and Council shall render a written decision to the grievance and/or PBA representatives within five (5) workdays of the conclusion of discussion of the grievance.

(3) STEP THREE

(a) If the grievant is not satisfied with the disposition of the grievance at Step Two, the PBA shall file a Notice within 15 work days of receipt of the decision of the Mayor

And Council, requesting submission to arbitration. The parties shall select an arbitrator from a panel of proposed arbitrators pursuant to the normal procedures adopted by PERC.

(b) The arbitrator must render a decision within 30 days after the complete submission of the grievance to the arbitrator and the arbitrator's decision shall bind the parties and have the effect of a judgment entered upon an award made as provided by the provisions Of N.J.S.A. 2A:24-1, *et seq.* entitling the entry of judgment in a Court of competent jurisdiction Against the defaulting party who fails to carry out or abide by the decision.

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

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

E. Time Limits:

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

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

(3) Upon receiving a request to discuss a grievance on the level of Step One, the Chief shall expeditiously arrange a meeting to discuss such grievance at a time convenient for all parties, but in no event shall such meeting be scheduled later than five work days from such request. Similarly, the Mayor and Council shall arrange that Step Two meeting be held at a time convenient for all parties, but in no event more than ten work days after receipt of request.

In the event such time limitations are not met, the grievance, upon request shall be moved to the next higher step.

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

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

(6) It is understood that time is of the essence regarding grievances and that the PBA's failure to adhere to the time limits of this Grievance Procedure Article shall be deemed to be an abandonment of the grievance.

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

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

ARTICLE VII - HOURS OF WORK AND OVERTIME

A. Work Week and Day:

The regular work week shall be as established by the Chief of Police, in accordance with applicable law.

B. Overtime:

(1) In the event an Officer is directed by a Superior or reasonably required by circumstances to continue working after the completion of the normal work day, any such work shall constitute overtime work which shall be compensated at the premium rate of time and one-half (1½) the Officer's regular hourly rate of pay, with a minimum guarantee of two hours of premium pay.

(2) (a) Any Officer who is required to work after the completion of the Officer's regularly scheduled shift and before the beginning of the Officer's next regularly scheduled shift, shall be compensated for such "call-in" overtime work at the premium rate of time and one-half (1½) his regular hourly rate of pay, with a minimum guarantee of four hours of premium pay. "Work" for purposes of this sub-paragraph, shall mean regular police duty work and training.

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

(c) Any Officer who is required to appear at Municipal Court at a time other than the Officer's regularly scheduled work shift shall be compensated at the premium rate of time of one and one half (1½) for all such hours actually worked. The provisions of Sections B (2) (a) and B (2) (b) of this Article shall not apply to time worked in connection with Municipal Court appearance. That is, there shall not be a minimum guaranty of four hours for any municipal court appearance whether that appearance is for testimony, security, or otherwise.

C. **Manner of Payment of Overtime:**

(1) Officers entitled to overtime pay under this Article may be compensated in either cash payment or "compensatory time off" at the discretion of the Chief of Police. However, no officer shall be eligible to accumulate compensatory time off in excess of a maximum of 40 hours.

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

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

E. At any time during the contract year, if an Officer is required to take over the duties of a Sergeant on patrol, that officer shall be compensated at the Sergeant's rate of pay hour for hour.

F. Officers assigned to the Detective Bureau and Juvenile Officers shall, as stated in Section B of this Article, receive overtime compensation at the premium rate of time and one-half (1½) their regularly hourly rate of pay except that such Officers shall not be entitled to the minimum guarantees stated therein.

ARTICLE VIII - WAGES

A. Wage Increase:

Schedules A, attached hereto and made a part hereof, set forth the base compensation and the effective dates thereof for the Officers covered by this Agreement.

B. Differential:

The differential between each rank covered herein shall be twelve (12%) percent.

C. Longevity:

(1) As part of regular compensation, Officers hired prior to January 1, 2011 shall receive longevity compensation as follows:

<u>Service</u>	<u>Payments</u>
More than 5 years	2% of base compensation
More than 10 years	4% of base compensation
More than 15 years	6% of base compensation
More than 20 years	8% of base compensation
More than 24 years	10% of base compensation

(2) As part of regular compensation, Officers hired on or after January 1, 2011 shall receive longevity compensation as follows:

<u>Service</u>	<u>Payments</u>
More than 5 years	1% of base compensation
More than 10 years	3% of base compensation
More than 15 years	5% of base compensation
More than 20 years	7% of base compensation
More than 24 years	9% of base compensation

D. Detective and Investigators:

(1) An Officer assigned to the Detective Bureau and given the title of Detective or Detective Sergeant shall receive a stipend of \$2,000.00 annually, payable pro-rate beginning the first pay period following his assignment to the Detective Bureau, and ceasing the first pay period following reassignment out of the Bureau. No more than two Detectives shall be assigned to the Detective Bureau at one time.

E. Juvenile Officers:

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

F. Dispatchers:

In the event that the Borough commences civilian dispatch, which the Borough may do at its discretion, the PBA will cooperate to the extent possible with the Borough's discretionary transfer to civilian dispatch.

G. Outside Employment

Effective January 2021, the hourly rate for outside work for private parties shall be \$80. The hourly rate for outside work performed for projects for which the Borough is a party shall be \$65.

ARTICLE IX - HOLIDAYS

A. An Officer shall be guaranteed 13 paid holidays each calendar year, which are part of an officer's base pay:

New Year's Day	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Election Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Officer's Birthday
Labor Day	

ARTICLE X- VACATIONS

A. Accrual:

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

<u>Service</u>	<u>Vacation Time (hours)</u>
Less than one year	8 hours per month of service
1 year or more	96
More than 5 years	144
More than 10 years	152
More than 15 years	168
More than 20 years	176
More than 25 years	184

(2) Vacation pay shall be paid by adding the amount due to an Officer to the payroll on the pay day immediately preceding an Officer's vacation provided that the Officer notifies the Borough's finance officer at least three weeks in advance of the vacation.

B. Accumulation:

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

C. Payment of Termination:

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

ARTICLE XI - LEAVES

A. Sick Leave:

(1.) Non-occupational Illness or Injury:

(a) Each Officer shall be granted 15 workdays' sick leave during each calendar year to be used for non-occupational injury or illness. A "workday" for purposes of this Article XI (a) shall be equal to the length of the Officer's regularly scheduled work tour.

(b) Sick days shall accrue at the rate of one and one-quarter (1¼) workdays per month and shall be accumulated in a sick leave bank. An Officer will only be paid for the sick days accumulated in the Officer's sick leave bank. Should no time be accumulated, the Officer will not be paid for sick leave taken.

(c) The provision of (b) above May at the discretion of the Chief of Police be waived for Officer with two years or less service. In such event, the Officer may receive an advance of up to 15 days sick leave per year for a major illness or injury. In such event, the Officer's future sick leave time shall be credited with the number of sick leave days advanced pursuant to this section (c).

(d) On December 31 of each year any unused sick leave for the year shall be accumulated in the Officer's sick leave bank. An Officer's sick leave bank shall contain a maximum accumulation of 90 days for purposes of calculating terminal leave benefits.

(e) In the first week of each January, or as soon thereafter as is practicable, the Employer shall provide each Officer a written statement of account as to the number of sick days used in the previous year and the balance of days accumulated in the officer's sick leave bank.

(f) Unused accumulated sick leave in an Officer's sick leave bank shall be paid to the Officer or the Officer's estate, heirs, or next of kin at the time of separation due to illness, disability, retirement or death.

(2) Occupation Illness or Injury:

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

(3) If an Officer does not take any sick leave during a calendar year, the Employer shall award the Officer five days of personal compensatory time. The personal compensatory time shall be awarded in January of the year following the year in which no sick leave was taken. The award shall accrue at the rate of one and quarter (1.25) days on the first day of April, July, October and December 31 of the year of the Award. Personal compensatory time awarded under this paragraph shall not accumulate to a following year and shall not be converted to a cash payment, but must be taken during year awarded as time off. Personal compensatory time shall not be taken immediately after vacation. Personal compensatory time shall not be taken without the consent of the Chief of Police. Personal compensatory time may not be accumulated if not taken during the year awarded, but it may be credited to the Officer's sick leave bank.

B. Bereavement Leave:

(1.) Each Officer who sustains a death in his immediate family shall receive three consecutive days off without loss of pay. Immediate family shall mean spouse, children, parents, parent-in-law, grandparents, brother, sister, and any relative living in the Officer's household.

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

C. Military Service Leave:

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

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

D. Retirement - Terminal Leave

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

ARTICLE XII - UNIFORMS AND EQUIPMENT

Probationary Officers shall receive a uniform allotment and equipment as follows:

<u>Number</u>	<u>Item</u>
1	Tuffy superior
1	Blouse, 16 oz. Whip
2	Pants, 16 oz. Whip
3	Shirts, French Blue, long sleeved
3	Shirts, French Blue, short sleeved
1	Raincoat, reversible
1	Cap cover, reversible
2	Hat with strap
1 pair	Shoes, low quarters, neo-sole
1 pair	Boots
1	Sam Brown belt, plain
1	Garrison belt, plain
1	Night Stick
1 pair	Collar Brass
1 pair	Peerless cuffs
1	Whistle
2	Ties
1	Holster
1	Service Weapon

- 1 Spring Jacket
- 1 Bullet proof vest

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

On Thursday following the second Council meeting in January, each officer and each Member of the Detective Bureau shall receive an annual uniform allowance for the purchase and maintenance of uniforms in the following specified amounts: Purchase - \$650.00, Maintenance \$385.00.

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

ARTICLE XIII - INSURANCE

A. The Employer shall provide to each Police Officer and all "insured" the following insurance protection:

- (1) New Jersey State Health Benefits Plan (Medical) – NJDIRECT15 -

Recognizing that the Borough has the option to change to another health insurance plan in the future so long as the level of benefits is equal to or greater than the levels provided under the NJDIRECT15. Employees may elect to enroll in another plan offered by the New Jersey State Health Benefits Plan ("NJSHBP") other than the NJDIRECT15, but will be responsible for the difference in cost between the NJDIRECT15 and the plan selected.

- (a) All employees covered by this Agreement will contribute toward the cost of Employer provided health insurance premiums (medical and prescription coverage, but not dental coverage so long as the Borough remains in the NJSHBP) the amount of contribution required by Public Law 2011, Ch. 78, which law requires employees to contribute a percentage of the health insurance premium for medical and prescription coverage based on salary.

- (2) False arrest insurance
 - (3) Group Monthly Income Accident and Sickness insurance
 - (4) Dental Insurance Coverage
 - (5) Prescription Plan through the NJSHBP

B. (1) The Employer shall continue to provide health and medical insurance coverage and pay the premiums for Officers and the eligible dependents of said Officers who

retire on a disability pension, or after 25 years or more of service, until such time as the retired Officer (a) secures other full time employment with substantially equivalent medical benefits, (b) is covered by spousal insurance, or (c) becomes eligible for Medicare, whichever should be sooner. Following such disability retirement or service retirement after 25 years, and until age 65, the retired Officer shall be required to complete an affidavit of no alternate insurance coverage on January 1 of each year in order to qualify for paid coverage into the next year.

Upon a retired Officer reaching age 65, the Officer shall have the option to continue, at the Officer's own expense, the health and medical insurance coverage for the Officer, the Officer's spouse and eligible dependents through the Employer's then standard plan at the prevailing rate and subject to PFRS regulations. The Employer shall enroll the Officer and his family in such a plan and collect premiums from the Officer as they become due.

In the event a retired Officer dies at age 65 or older, the Officer's spouse shall have the option to continue, at the spouse's own expense, the health and medical insurance coverage for the spouse and the eligible dependents at the Employer's prevailing rate subject to PFRS regulations in the same manner as described for a retired Officer reaching the age of 65 as set forth above

The Employer shall provide continued health and medical insurance coverage for the spouse and eligible dependents of an Officer who dies while employed as an Officer by the Employer. The Employer shall terminate this coverage in the event the spouse of the deceased Officer secures employment which provides comparable health and medical insurance coverage, or if the spouse of the deceased Officer remarries. The spouse of the deceased Officer shall be required to complete an affidavit confirming eligibility for the insurance coverage on January 1 of each year in order to qualify for paid coverage into the next year.

(2) The Employer shall provide and pay one-hundred percent (100%) of the monthly premium for dental insurance coverage for all Officers and their dependents that retire from the Employer and for all Officers and their dependents on a disability pension until such time as the Officer has attained the age of 65. All employees who have elected to be enrolled in the Employer's Dental Plan and who remain in the Dental Plan during retirement shall enroll in a co-payment plan at a rate of \$10.00 per month. All Officers shall have only one immediate opportunity to enroll in the plan. Those deciding not to enroll will not be able to join at a later date. New Officers shall be required to make that determination within sixty (60) days of permanent employment.

(3) The Employer shall also provide one hundred percent of the monthly premium for dental insurance coverage for a retired Officer's surviving spouse and dependent until such time as the surviving spouse attains the age of 65.

(4) The Employer shall pay 50 percent of the monthly premium for each retired Officer who has attained the age of 65 to purchase a Medicare wrap-around policy.

C. For the purpose of this section, "eligible dependents" shall mean any dependents who would, if the Officer were living and employed by the Employer, be eligible under the medical/health coverage offered by the Employer at the time.

D. Should the Employer seek to change health care providers or administrators, the PBA shall be given 90 days' notice prior to any change. Additionally, the Employer shall provide the PBA within a reasonable time period of said notice, plan documents for both the current and proposed plan so that an independent review can be conducted.

E. The dental insurance coverage provided by the Employer shall be that identified as Guardian recognizing that the Employer has the option to change to another dental plan in the

future so long as the level of benefits is equal to or greater than the levels provided under the Guardian plan. If during the term of this Agreement, another of the Employer's employee groups obtains an improved or superior dental plan, benefits under this Agreement shall be improved to match the improved or superior plan.

ARTICLE XIV - RULES AND REGULATIONS

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

ARTICLE XV - NO STRIKE PROVISION

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

ARTICLE XVI - SEPARABILITY

In the event that any term, condition or provision of this Agreement, in whole or in part, is declared by any Court of competent jurisdiction, or any administrative agency having proper jurisdiction, to be illegal, void and/or invalid, all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect, to the same extent as if that part declared illegal, void and/or invalid had never been incorporated in this Agreement, and in such form the remainder of this Agreement shall continue to be binding upon the parties hereto.

ARTICLE XVII- PERSONNEL FILES

A personnel file shall be established for each Officer which will include records concerning performance and deportment of the individual. These records shall be considered confidential but shall be available for inspection by the individual concerned upon request and at a mutually convenient time. When additions to the file concern complaints or materials which could involve disciplinary actions or opportunities for promotion or assignments, a copy of any such document shall be given to the person involved. The Officer may elect to respond to such documents and such responses shall be included in the file. Where complaints are confidential as to the originator, the name of the author shall be withheld unless or until there is a determination to take disciplinary action based on the information provided at which time disclosure of the identity of the Originator shall be made to the Officer.

ARTICLE XIII - MANAGEMENT RIGHTS

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

ARTICLE XIX- DURATION

A. This Agreement shall be effective as of the execution date retroactive to January 1, 2020 and shall continue in full force and effect through December 31, 2023. All accumulated amounts due to Officers shall be paid within 45 days of the date of signing of this Agreement.

B. Negotiations for a successor agreement shall commence not later than the time provided in N.J.A.C. 19:12-2.1, as may be amended from time to time.

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

ARTICLE XX- CONTINUING POLICE EDUCATION

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

B. The Chief or the Chiefs designated representative shall place a sign-up sheet alongside each notice for those Officers who wish to sign-up to attend the matter detailed on such notice. In the event one or more Officers indicate their desire to attend, they may be permitted to attend at the Chiefs sole discretion. The Employer shall pay the cost of attendance, books and course-related materials for all continuing police education.

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

ARTICLE XXI - WORK SCHEDULES

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

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

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

D. All paid leave requests submitted at least thirty-six (36) hours in advance, for which the employee has such leave time available, shall be approved by the Employer regardless of whether such approval will result in the payment of overtime pay. All paid leave requests submitted at least eighteen (18) hours in advance, for which the employee has such leave time available, shall be approved by the employer if such approval will not result in the payment of overtime pay. No paid leave request which is submitted 18 hours or less in advance will be considered for approval. Nothing in this section shall be interpreted so as to prevent an officer from requesting permission to leave a shift early, with approval of such request to require that the supervisor does not believe that there is work requiring the officer's presence for the remainder of the shift and to further require that the approval of the request would not require the use of overtime.

ARTICLE XXII - PAYROLL DEDUCTION OF PBA DUES

The PBA shall direct the Employer to deduct a sum from each Employee's pay in an amount per pay period and per year as directed by the PBA. The Employer shall make deductions and shall remit the amount so deducted to the PBA on behalf of the Employees. The Employees consent to the deduction from pay as set forth herein.

ARTICLE XXIII- REPRESENTATION FEE IN LIEU OF DUES

Section 1.

The Association having made membership available to 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 condition of employment. Any new Employee in the bargaining unit who does not join the Association within 30 days from Police Academy graduation, any existing permanent non-member Employee who does not join the Association within 30 days from the execution of this Agreement, and any permanent Employee previously employed within the unit who does not join within ten 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 eight-five percent of the regular membership dues, fees and assessments, as permitted under the New Jersey Employer-Employee Relations Act, as amended, P.L. 1979c.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.

Section 2.

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 the names of all Employees for whom the deductions were made by the tenth day of the succeeding month after such deductions are made.

Section 3.

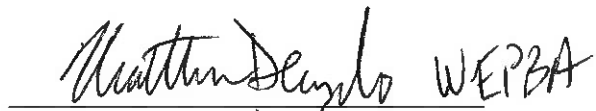
The Association may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Association membership dues, fees and assessments. The Association's entitlement to the representation fee shall continue beyond the termination date of this Agreement so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

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

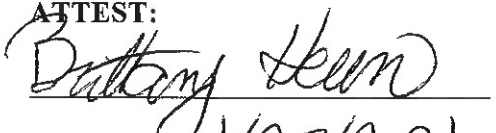
BOROUGH OF CALDWELL


Dated: 1/27/21

WEST ESSEX PBA LOCAL NO. 81

 WE PBA
Dated: 1/26/21

ATTEST:


Dated: 1/27/2021

ATTEST:


Dated: 1/26/21

SCHEDULE A

BOROUGH OF CALDWELL

SALARY SCHEDULE

<u>RANK</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Probationary	\$37,513	\$38,638	\$39,797	\$40,991
Step 7	\$49,140	\$50,614	\$52,133	\$53,697
Step 6	\$57,262	\$58,980	\$60,750	\$62,572
Step 5	\$65,385	\$67,346	\$69,367	\$71,448
Step 4	\$75,404	\$77,666	\$79,996	\$82,396
Step 3	\$85,422	\$87,985	\$90,625	\$93,343
Step 2	\$95,440	\$98,304	\$101,253	\$104,290
Step 1	\$109,398	\$112,680	\$116,060	\$119,542
Sergeant	\$122,525	\$126,200	\$129,986	\$133,886
Lieutenant	\$137,228	\$141,345	\$145,585	\$149,952