

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE BOROUGH OF CLIFFSIDE PARK

AND

NEW JERSEY STATE POLICEMANS'S  
BENEVOLENT ASSOCIATION, INC.  
CLIFFSIDE PARK PBA  
LOCAL NO. 96

---

JANUARY 1, 2004 THROUGH DECEMBER 31, 2006

---

STEPHEN B. HUNTER  
ATTORNEY AT LAW  
63 EAST HIGH STREET  
SOMERVILLE NJ 08876  
(908) 685-1552

copy

## INDEX

<u>SECTION</u>		<u>PAGE</u>
	AGREEMENT	1
	WITNESSETH	2
I	RECOGNITION	3
II	PRIOR PRACTICES	4
III	WAGES	5
IV	WORK SCHEDULE AND OVERTIME	6
V	COURT COMPENSATION	7
VI	EDUCATION INCENTIVE	8
VII	CLOTHING ALLOWANCE	9
VIII	HOLIDAYS	10
IX	RETIREE INSURANCE COVERAGE	11
X	RETROACTIVITY	13
XI	LONGEVITY	14
XII	HEALTH AND DENTAL INSURANCE	15
XIII	GRIEVANCE PROCEDURE	16
XIV	WORK INCURRED INJURY	18
XV	BEREAVEMENT LEAVE	19
XVI	PERSONNEL FILES	20
XVII	PRESERVATION OF TERMS AND CONDITIONS OF EMPLOYMENT	21
XVIII	CEREMONIAL ACTIVITIES	22
XIX	REPLACEMENTS	23
XX	VACATIONS	24
XXI	INSURANCE	25
XXII	DURATION	26
XXIII	SENIORITY	27
	SIGNATURE PAGE	28
	APPENDIX A - BASE WAGE RATES	29
	ADDENDUM TO CONTRACT	30

A G R E E M E N T

THIS AGREEMENT, deemed to have been made this 10<sup>th</sup> day of September, 2004, by and between THE BOROUGH OF CLIFFSIDE PARK, A Municipal Corporation of the State of New Jersey, hereinafter referred to as "The Borough", and the NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, INC., LOCAL NO. 96, hereinafter referred to as "PBA Local No. 96".

**WITNESSETH**

WHEREAS, the parties desire to enter an Agreement respecting wages, hours, working conditions, and such other matters which are contained within this Agreement:

NOW, THEREFORE, it is agreed as follows:

**SECTION I**  
**RECOGNITION**

The Borough hereby recognizes PBA Local No. 96 as the exclusive and sole representative for collective negotiations concerning grievances, and terms and conditions of employment for all personnel employed as regular members of the Police Department of the Borough of Cliffside Park, excluding the Chief of Police, the Deputy Chief of Police, C.E.T.A. Employees, and any other persons who may be employed in various positions in the Police Department of the Borough of Cliffside Park.

Unless otherwise indicated, the term "Employee" shall refer to all Employees represented by PBA Local No. 96.

**SECTION II**  
**PRIOR PRACTICES**

Consistent with Chapter 303, Public Laws of New Jersey, 1968, the Borough shall not effect any change in policy concerning terms and conditions of employment as presently exist and they are included as part of this Agreement and contained herein.

This Agreement shall not be modified in whole or in part by the parties except by an instrument and duly executed by both parties.

### SECTION III

#### WAGES

A. Base wage rates for Employees covered by this Agreement shall be set forth in Appendix A annexed.

B. The annual Detective differential shall be seven hundred (\$700.00) dollars which shall be paid to any Employee assigned to the Detective Bureau regardless of rank. Detective differential shall be prorated for that period of the year in which the employee works in the Detective Bureau.

C. Academy Step:

1. Once hired, Officers shall be paid at the Academy Step rate reflected on Appendix A.

2. Upon graduation from the Police Academy, Officers shall be placed on the next step (Step 2) of the salary guide reflected on Appendix A.

3. On the anniversary date of their appointment, Officers shall be placed on the next step (Step 3) of the salary guide reflected on Appendix A.

4. Thereafter, Officers shall move up one step on each anniversary date of appointment until reaching top step.

**SECTION IV**  
**WORK SCHEDULE AND OVERTIME**

A. The current work schedule shall continue. All work, which is performed beyond (8) hours in a day or on any scheduled time off, shall be compensated at the time and one-half rate.

B. In the computation of an Employee's hourly rate of pay, an employee's annual salary plus longevity shall be divided by (2.080) hours. Overtime is one and one-half (1-1/2) times this amount. All overtime shall be calculated and paid on a weekly basis.

C. An overtime list based upon a rotating seniority roster shall be maintained to insure the equal distribution of overtime among Employees covered by this agreement.



**SECTION V**  
**COURT COMPENSATION**

A. All Court and administrative hearing proceedings which arise out of the Employee's status as a Police Officer shall be compensated at the time and one-half (1-1/2) rate with a minimum payment of two (2) hours of overtime compensation for each Court or administrative proceeding appearance.

## SECTION VI

### EDUCATION INCENTIVE

AS OF JULY 1, 2001, the Education Incentive will be granted at the discretion of an Education Committee. The permission to attend a School shall not be unreasonably withheld by the Committee. The Committee will consist of the following five members: the Police Chief, the Mayor, the Administrator, The Police Commissioner, and A P.B.A. Representative.

The Borough will reimburse Police Employees for College tuition for any police related degree courses taken at any State or County School. The employee must achieve or attain A grade of (C) or better to receive full tuition reimbursement.

#### Section b.

An employee may also be allowed to attend a Private School. However, a Private School reimbursement payment shall in no event exceed the dollar amount of the average per credit cost of a recognized New Jersey State College. The employee must also achieve or attain a Grade of (C) or better to receive tuition reimbursement.

SECTION VII

CLOTHING ALLOWANCE

A. The annual clothing allowance shall be Five Hundred Fifty (\$550.00) Dollars.

B. However, in the event that, while in the line of duty, an Employee's uniform, clothing, accessories or equipment are damaged or destroyed, then the Employer shall, within thirty (30) days of the reporting of the same, reimburse such Employee for the replacement or repair cost of each such item damaged or destroyed. Such payments shall be in addition to the above annual allowance.

SECTION VIII

HOLIDAYS

A. The Borough will allow compensatory time off for holidays whether worked or not, however, if the twelve (12) days of compensatory time are not taken by an Employee before December 31<sup>st</sup> of each year, such days not taken shall be paid for on a per diem basis by the Borough no later than the second paycheck of the subsequent year; and, with like effect and terms for the second and third year of this Agreement.

B. There shall be no requirement that an Employee be directed to take off such days.

Section IX

RETIREE INSURANCE COVERAGE

THE Borough shall provide hospitalization insurance for retired Policemen, including their dependents, on the following conditions:

- A. The Employee must be a contributing member of the Police and Fire Retirement system for a period of 25 years as regulated by the State of New Jersey Police and Fire Retirement System.
- B. If the employee described in (A) shall be otherwise employed after retirement by another Employer other than the Borough: The Employee shall notify the Borough of the name and address of any Employer which provides hospitalization insurance coverage, and of all subsequent changes in such employment; and if that hospitalization insurance is equal or better than that provided by the borough, said employee is required to notify the Borough to remove him from the hospitalization insurance group plan of the Borough. If the retired member shall terminate any such employment, and not thereafter covered by the Employer's group hospitalization plan, then the retired member may apply to the Borough for reinstatement to the Borough's group hospitalization insurance plan, which right for reinstatement shall be granted by the Borough.

The provisions of a resolution adopted by the Mayor and Council of the Borough of Cliffside Park on February 4, 1975, which has as its subject matter the application of Chapter 38, Public Laws of 1974, acknowledging the adoption of said law by:

the Borough of Cliffside Park and adheres to the Rules and Regulations promulgated by the State Health Benefits Commission to implement the provisions of law.

[C] Employees shall retain all of their pension rights under the New Jersey Law.

[D] As per the provision of the Resolution adopted by the Mayor and Council of the Borough of Cliffside Park, on October 6, 1992, Resolution #194, acknowledging the adoption of the provisions of Chapter 88 P.L. 1974 as amended by Chapter 436 P.L. 1981 and adhere to the rules and regulations promulgated by the State Health Benefits Commission to implement the provisions of the law.

SECTION X

RETROACTIVITY

THE SALARIES, WAGES, AND COMPENSATION DESCRIBED HERIN SHALL BE HELD RETROACTIVE TO JANUARY 1, 2004, UNLESS OTHERWISE SPECIFIED.

SECTION XI

LONGEVITY

All members of the Police Department shall receive three (3%) percent of their base salary as a longevity payment upon the completion of a four year period, until they reach a maximum percentage of fifteen (15%) percent of their base salary which shall become due upon completion of twenty (20) years continuous service.



## Section XII

### Health, Dental, Insurance, And Eye care Insurance

- A. All employees covered by this Agreement and their spouse and dependent children shall be entitled to non-contributory Hospitalization And Health benefits insurance as follows: New Jersey State Health Benefit Program Plan. The Employer shall pay the full payments of which.
- B. All Employees covered by this agreement shall be entitled to coverage. for false arrest insurance, in the amount of one million (1000.000.00) dollars per incident.
- C. The employer shall provide all employees covered by this agreement with a full family dental plan. The entire cost of said dental plan shall be fully paid for by the employer. This plan is designated as Delta Dental, which is presently in effect. A contract change, which will become effective **July 1, 2001**, will now include a 100% reimbursement for preventive and diagnostic care.
- D. As of **January 1, 2004**, all employees covered by this Agreement and their spouse and dependant children shall be entitled to a non-contributory Eye Care Plan. This plan is designated as the VSP Eye Care Plan.
- E. The Borough shall be permitted to change carriers of the Health plan, Dental plan, and Eye Care plan only if a new plan is equal or better than the existing plan.

**SECTION XIII**  
**GRIEVANCE PROCEDURE**

To provide for the expeditious and mutually satisfactory settlement of grievance arising with respect to complaints occurring under this Agreement and the following procedures shall be used.

For purposes of this Agreement, the term "grievance" means any complaint, difference or dispute between the Employer 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 administrative decisions affecting any Employee(s) covered by this Agreement.

Minor disciplinary action, wherein the penalty is five (5) days of suspension or equivalent time, or any lesser penalty, shall be a proper subject of this Grievance Procedure.

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

**[A] STEP ONE**

In the event that any Employee covered by this Agreement has a grievance within ten (10) calendar 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.

[B] STEP TWO

If the Association wishes to appeal the decision of the Chief of Police [or the Deputy Chief 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. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Employer's governing body or its delegated representative may give the Association the opportunity to be heard and will give his decision in writing within twenty (20) working days of receipt of the written grievance.

[C] STEP THREE

(1) If no satisfactory resolution of the grievance is reached at STEP TWO then within five (5) working days the grievance shall 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. The expense of such arbitration shall be borne equally by 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 representatives on the grievance.

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

(4) The cost of the Arbitrator shall be borne equally by the parties but each party shall be responsible for such other costs as he may incur.

**SECTION XIV**  
**WORK INCURRED INJURY**

Where an Employee covered under this Agreement suffers a work-connected injury or disability, the Borough shall continue such Employee at full pay, during the continuance of such Employee's inability to work, for a period of up to one (1) year. During this period of time, all temporary disability benefits accruing under the provision of the Workers' Compensation Act shall be paid over to the Borough.

The Employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and, the Mayor and Council may reasonably require the said Employee to present such certificates from time to time.

In the event the Employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Borough or by its insurance carrier, then, and in that event, the burden shall be upon the Employee to establish such additional period of disability by obtaining a Judgment in the Division of Workers' Compensation establishing such further period of disability and such findings by the Division of Workers' Compensation, or by the final decision of the last reviewing Court, shall be binding upon the parties.

For the purposes of this Section, injury or illness incurred while the Employee is attending a Borough-sanctioned training program, shall be considered in the line of duty.

In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as to an injury on duty, the parties agree to be bound by the decision of the appropriate Workers' Compensation judgment, or , if there is an appeal therefrom, the final decision of the last reviewing Court.

An injury on duty requiring time off from treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy agreed upon between the parties.

Section XV  
Bereavement Leave

Employees are entitled to three (3) days of paid leave for Bereavement to attend or make arrangements for the funeral of a member of their immediate family.

Immediate family is defined as spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, grandparents, and grandchildren.

Your department head must be notified of the circumstances related to your request for funeral leave.

## SECTION XVII

### PRESERVATION OF TERMS AND CONDITIONS OF EMPLOYMENT

It is the intent of the Agreement to be supplemental to the terms and conditions of employment existing at the present time. All existing terms and conditions of employment shall continue except as modified by this Agreement. All existing rules and regulations governing the Police Department shall continue in full force and effect except as modified by this Agreement.

**SECTION XVIII**

**CEREMONIAL ACTIVITIES**

In the event a Police Officer in another Department in the State of New Jersey is killed in the line of duty, the Borough will permit at least one (1) uniformed Police Officer of the Borough to participate in funeral service for the said deceased Officer.

Subject to availability of same, the Borough will permit a Borough police vehicle to be utilized by the members in the funeral service.

Police Officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral service unless otherwise agreed to by the Chief of Police.



**SECTION XIX**  
**REPLACEMENTS**

No full time Employee covered by this Agreement shall be replaced by a non-Police Officer, part-time or other personnel.

No post presently filled by a full time Employee covered by this Agreement shall be covered by any non-Police Officer, part-time or other personnel.

**SECTION XX**

**VACATIONS**

During the calendar year in which an Officer is appointed to the Cliffside Park Police Department, the Officer shall receive one (1) vacation day for each month of service with the Department.

The following calendar year the Officer shall receive twelve (12) days vacation.

The following calendar year the Officer shall receive eighteen (18) days vacation.

The next calendar year the Officer will thereafter receive twenty-one (21) days vacation.

Superior Officers shall receive thirty-one (31) days vacation per calendar year from date of appointment.

There shall be no limit on the fragmentation of vacation day use into blocks of one (1) or more days subject to prior approval of the Chief of Police or his designee.

## SECTION XXI

### INSURANCE

The Employer will indemnify all employees covered by this Agreement from civil suits arising out of the performance of their duties including, but not limited to, the following: False arrest, malicious prosecution, libel, slander, defamation of character, privileged occupancy and the invasion of civil rights.

Employees covered by this Agreement shall be fully indemnified and defended by the Employer for all circumstances in which the Employee renders first aid, whether on duty or off duty.

## SECTION XXII

### DURATION

It is understood and agreed that if any portion of this Agreement or the application of this Agreement to any person or circumstances shall be invalidated by statute, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

If any such provisions are so invalidated by statute, the Employer and the PBA will meet for the purpose of negotiating changes made necessary by applicable laws.

XXIII

SENIORITY

1. The Patrol squads will be assigned by seniority unless special circumstances dealing with manpower shortages dictate otherwise. Seniority is defined to mean the length of service with the Department.

2. Squad assignments and reassignments shall be made by FEBRUARY 28th of that given year unless special circumstances dealing with manpower shortages dictate otherwise.

POLICE PAY SCALE

	2004	2005	2006
PATROLMAN ACADEMY RATE	31,951	33,149	34,309
PATROLMAN STEP 2	36,104	37,458	38,769
PATROLMAN STEP 3	40,787	42,317	43,798
PATROLMAN STEP 4	46,090	47,818	49,492
PATROLMAN STEP 5	52,106	54,060	55,952
PATROLMAN STEP 6	58,945	61,155	63,295
PATROLMAN STEP 7	63,900	66,296	68,616
SENIOR OFFICER	71,983	74,682	77,296
SERGEANT	76,331	79,193	81,965
LIEUTENANT	80,017	83,018	85,924
CAPTIAN	83,701	86,840	89,879
DEPUTY CHIEF NA	88,552	91,873	95,089
CHIEF NA	93,402	96,905	100,297

\*\*NOT APPLICABLE

IN WITNESS WHEREOF, THE PARTIES HAVE BEEN DEEMED TO HAVE EXECUTED THIS AGREEMENT ON THIS 10<sup>th</sup> DAY, OF

FEBRUARY September, 2004

BOROUGH OF Cliffside Park:

BY: Gerald C. Calsbrese  
GERALD CALSBRESE, MAYOR

NEW JERSEY POLICEMEN'S BENEVOLENT ASSOCIATION  
LOCAL NO. 96:

BY: David Becker  
DAVID BECKER    PRESIDENT

BY: Joseph Biasco  
JOSEPH BIASCO, VICE PRESIDENT

BY: Michael Terranova  
MICHAEL TERRANOVA, DELEGATE

ADDENDUM TO CONTRACT

VACATIONS

The year in which an Officer is appointed to the Cliffside Park Police Department the Officer shall receive one (1) day for each month of service with the Department.

The following calendar year the Officer shall receive twelve (12) days vacation.

The following calendar year the Officer shall receive eighteen (18) days vacation.

The next calendar year the Officer shall receive twenty-one (21) days vacation.

Superiors receive one (1) month vacation from date of appointment.