AGREEMENT

Between the

CITY OF PASSAIC

and the

POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL NO. 14

JANUARY 1, 2016 THROUGH DECEMBER 31, 2019

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TABLE OF CONTENTS

| ARTICLE | PAGE |
|---------|--|
| | PREAMBLE1 |
| I | LEGAL REFERENCE |
| II | RECOGNITION3 |
| III | POLICE OFFICERS' RIGHTS4 |
| IV | MUTUAL PRESERVATION OF STANDARDS6 |
| V | VACATIONS AND HOLIDAYS7 |
| VI | LEAVE OF ABSENCE, SICK LEAVE AND OTHER LEAVE10 |
| VII | WORK INCURRED INJURY15 |
| VIII | OTHER BENEFITS17 |
| IX | WORK DAY, TOURS OF WORK AND OVERTIME21 |
| X | HOURLY RATE24 |
| XI | SELF INSURANCE |
| XII | COMPENSATION |
| XIII | MISCELLANEOUS |
| XIV | GRIEVANCE PROCEDURE30 |
| XV | COMPUTATION OF TIME, CHANGES AND CONDITION OF THIS AGREEMENT |
| XVI | RETENTION OF BENEFITS |
| XVII | JOINT P.B.A. MANAGEMENT COMMITTEE35 |
| XVIII | P.B.A. BUSINESS36 |
| XIX | TRAINING PAY |
| XX | STANDBY TIME38 |
| XXI | PRIORITY FOR OVERTIME39 |



| XXII | INSURANCE | 40 | |
|---------------------------|--------------------------|----|--|
| XXIII | BULLETIN BOARD | 41 | |
| XXIV | CEREMONIAL ACTIVITIES | 42 | |
| XXV | PERSONNEL FILES | 43 | |
| XXVI | SAFETY AND HEALTH | 44 | |
| XXVII | BILL OF RIGHTS | 45 | |
| XXVIII | POLICE VEHICLES | 48 | |
| XXIX | RESIDENCY | 49 | |
| XXX | NO STRIKE PLEDGE | 50 | |
| XXXI | SEPARABILITY AND SAVINGS | 51 | |
| XXXII | TERM AND RENEWAL | 52 | |
| SALARIES (SCHEDULE A-1)53 | | | |
| SALARIES | S (SCHEDULE A-2) | 54 | |
| SALARIES | S (SCHEDULE B) | 55 | |



PREAMBLE

| THIS AGREEMENT made and entered into in Passaic, New Jersey, this day of | | | | |
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| , 2016, between the CITY OF PASSAIC in the County of Passaic | | | | |
| (hereinafter referred to as "City" or "Employer") and the POLICEMEN'S BENEVOLENT | | | | |
| ASSOCIATION, LOCAL NO. 14 (hereinafter referred to as the "PBA"). | | | | |

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

WHEREAS, the City has an obligation, pursuant to Chapter 303, Public Laws of 1968, to negotiate with the PBA as the representative of Police Officers hereinafter designated with respect to the terms and conditions of employment;

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

NOW, THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:



ARTICLE I

LEGAL REFERENCE

Nothing contained in this Agreement shall alter the authority conferred by law upon any City official or in any way abridge such authority. This Agreement shall be construed as requiring City officials to follow the terms herein, to the extent that they are applicable in the exercise conferred upon them by law.

Nothing contained herein shall be construed to deny or restrict to any Police Officer such rights as he or she may have under any other applicable laws and regulations. The rights granted to Police Officers hereunder shall be deemed to be in addition to those provided elsewhere.

The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of State and Local laws, except as such particular provisions of this contract modify existing local laws.

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ARTICLE II

RECOGNITION

The City hereby recognizes the PBA as the sole and exclusive representative of all full time sworn members of the Police Department, except for the Chief and Deputy Chief, for the purpose of collective negotiations with respect to the terms and conditions of their employment.



ARTICLE III

POLICE OFFICERS' RIGHTS

Pursuant to Chapter 303, Public Laws of 1968, the City hereby agrees that every Police Officer shall have the right to freely organize, join and support the PBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the laws of the State of New Jersey, the City undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any Officer in the enjoyments of any rights conferred by Chapter 303, Public Laws of 1968 or other laws of the State of New Jersey or the Constitutions of the State of New Jersey and the United States of America; and, that it shall not discriminate against any Police Officer with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the PBA and its affiliates or his/her participation in any activities of the PBA and its affiliates, including collective negotiations with the City or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms and conditions of employment.

Elected representatives or those appointed by the President of the PBA shall be permitted time off to attend negotiating sessions, grievance sessions, and meetings of the joint PBA Management Committee and meetings or sessions which might affect the rights and/or obligations of any Officer. There will be a maximum of three (3) members at such sessions or meetings.

Seniority shall prevail in choice of shifts, (if applicable) vacations, holidays or in the event of layoff.

A Police Officer shall be granted thirty (30) minutes to eat during his tour of duty, except in the case of unusual or emergency situations, as determined by the Desk Officer.

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The City and the PBA agree that there shall be no discrimination against any employee because of race, creed, color, age, religion, sex, national origin or political affiliation.

The City and the PBA agree that all members covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the City or the PBA against any Police Officer because of such Officer's membership or non-membership or activity or non-activity in the PBA.





ARTICLE IV

MUTUAL PRESERVATION OF STANDARDS

The City of Passaic agrees that all benefits, terms and conditions of employment relating to the status of the City of Passaic Police Officers, which benefits, terms and conditions of employment are not specifically set forth in this Agreement, shall be maintained at not less than the highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.

Unless a contrary intent is expressed in this Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any Police Officer pursuant to any rules, regulations, instructions, directives, memoranda, statutes or otherwise shall not be limited, restricted, impaired, removed or abolished.

The City of Passaic hereby reserves and maintains any and all rights, duties and obligations it had prior to the signing of this Agreement pursuant to any law of the State of New Jersey, Federal law or the Constitutions of the State of New Jersey and the United States of America.

The parties agree that, during the term of this Agreement, they shall meet periodically in a good faith attempt to resolve such additional issues as may arise.



ARTICLE V

VACATIONS AND HOLIDAYS

Section 1 - Vacations

- A. <u>Earned Vacations</u> Officers shall be entitled to vacations based upon the length of time employed as hereinafter provided.
- B. 1. Number of Days Officers who have not completed one (1) year of service shall have one (1) working day of vacation for each full month of continuous service rendered from the date of their appointment. Officers who have one (1) year of service shall be granted fifteen (15) working days of vacation. Officers who have five (5) years of service shall be granted seventeen (17) working days of vacation in the sixth (6th) year. Officers who have ten (10) years of service shall be granted nineteen (19) working days of vacation in the eleventh (11th) year. Officers who have fifteen (15) years of service shall be granted twenty-one (21) working days of vacation in the sixteenth (16th) year. Officers who have twenty (20) years of service shall be granted twenty-three (23) working days of vacation in the twenty-first (21st) year. Officers who have twenty-five (25) years of service shall be granted twenty-five (25) working days of vacation in the twenty-sixth (26th) year and in each year thereafter. An Officer shall be entitled to and shall receive the next higher vacation level benefit for the year in which his anniversary date occurs. (Example: If an Officer's fifth (5th) anniversary date occurs in November then he or she shall receive seventeen (17) days during the summer of that same calendar year.) Effective January 1, 2016, all vacation days shall be prorated based on the date in the year in which an Officer begins employment.
- 2. Superior Officers shall receive their vacation in working days according to longevity as follows: Sergeant with one (1) to ten (10) years shall be granted eighteen (18) days, with ten (10) to fifteen (15) years of service granted twenty (20) days, with fifteen (15) to twenty



- (20) years of service granted twenty-one (21) days, with twenty (20) to twenty-five (25) years of service granted twenty-three (23) days, and with twenty-five (25) years or more service granted twenty-five (25) days. A Lieutenant with one (I) to five (5) years of service shall be granted twenty (20) days, with five (5) to twenty (20) years of service granted twenty-one (21) days, with twenty (20) to twenty-five (25) years of service granted twenty-three (23) days, and with twenty-five (25) or more years of service granted twenty-five (25) days. A Captain with one (1) to fifteen (15) years of service shall be granted twenty-two (22) days, with fifteen (15) to twenty (20) years of service granted twenty-three (23) days, with twenty (20) to twenty-five (25) years of service granted twenty-four (24) days, and with twenty-five years or more years of service granted twenty-five (25) days. Effective January 1, 2016, all vacation days shall be prorated based on the date in the year in which an Officer begins employment.
- 3. <u>Unused Vacation Time</u> may be accumulated for no more than two (2) years. However, effective May 2, 2013, the amount of accumulated time shall be no more than one (1) year (i.e. current year and prior year). Those Police Officers with accumulated vacation leave in excess of the time set forth above (one (1) year) shall have until December 31, 2015 to use the time unless the requests to use it are denied due to the needs of the Department (i.e. manpower shortages).
- C. Pay During Vacation: The Director of the Department shall allot vacation periods in order to assure orderly operation and adequate continuous service but will grant vacation so far as possible in accordance with the desires of the Officers in order of their seniority. Except in the case of emergency situations declared by the Director of the Department, the Officers shall be allowed to take at least ten (10) working days of his or her entitled vacation during the period from June 15th through September 15th. No Officer shall be recalled from vacation except in case of full Departmental mobilization.

D. Rescheduled Vacations: Officers shall take their vacation at the scheduled time; however, different periods of vacation may be taken if mutually acceptable to the Director and the Officer. If unable to agree on a mutually acceptable rescheduled vacation and the Officer is required by the Director to work during his or her vacation period, then in addition to the Officer's usual pay he or she shall receive vacation pay in lieu of vacation or, in the alternative, be permitted to take his or her vacation period at a future date.

Section 2 - Holidays

A. <u>Designation of Days</u>: Each Police Officer shall be compensated with twelve (12) paid holidays to be scheduled at the request of the Officer, subject to Departmental needs.

If an Officer does not receive his or her full complement of twelve (12) holidays within any calendar year because of scheduling of work demands, he or she shall be allowed to carry said holidays over to the next calendar year.

- B. <u>Declaration of Holidays by the Governing Body of the City of Passaic, New Jersey.</u> If a holiday is declared by the City of Passaic, the Governor of the State of New Jersey or the President of the United States, Officers shall be entitled to such holiday in addition to the yearly holidays.
- C. Effective January 1, 2016, all holidays shall be prorated based on the date in the year in which an Officer begins employment.

Section 3 - Personal Day

Each Police Officer shall be entitled to one (1) mutually scheduled personal day off per year. Effective January 1, 2016, the one (1) personal day shall not be carried into the following year. If an Officer does not use the day, the City will compensate him or her for the day at the end of the year.

ARTICLE VI

LEAVE OF ABSENCE, SICK LEAVE AND OTHER LEAVE

Section 1 - Leave of Absence

A. <u>Military Leave</u>: Where an Officer is a member of the National Guard, Air National Guard, or a reserve unit of any of the Armed Forces of the United States and is required to engage in field training and to attend meetings, he or she shall be granted a military leave of absence with pay for the period of such training or meeting. Such paid leave of absence shall not affect his or her vacation.

When an Officer has been called to active duty or is inducted into the military, air or naval forces of the United States, he/she shall be granted an indefinite leave of absence without pay and his/her seniority shall continue for the duration of such military service. Such Officer must be reinstated without loss of privileges of seniority, provided he/she received an honorable discharge and he/she reports for duty with the City within ninety (90) days following his/her honorable discharge from military service.

- B. Leave Because of Death: In the case of death of a member of an Officer's family (including brothers and sisters-in-law, sons and daughters-in-law and grandchildren), time off necessary to arrange for the funeral and attend the service up to a maximum of three (3) days with pay at the established annual salary shall be granted to him or her if the Officer actually attends the funeral services during the time he or she would be required to be on his or her normal tour of duty. Bereavement leave may be extended at the request of the Police Officer at the discretion of the Chief of Police or his designee.
- C. <u>Leave without Pay</u>: The Director, on the request of an Officer and after reasonable notice, may grant up to a six (6) months leave of absence without pay to said Officer. Said leave

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may only be granted by the Director when he receives a written request signed by the Officer. The Director may extend such leave for an additional six (6) months upon approval of the Business Administrator. Additional leave may be approved only with the consent of the Department of Civil Service. If a Police Officer overextends his or her leave, it may result in disciplinary action which may include termination.

Section 2. - Sick Leave

- Effective January 1, 1995, all covered Police Officers will be entitled to sick leave, as restricted above and set forth below:
 - a. During the first (1st) year of employment, the Officer shall receive one (1) sick leave day for every month of employment.
 - b. Beginning the second (2nd) year of employment, the Officer shall receive fifteen (15) sick leave days per year.
 - c. Beginning the third (3rd) year of employment, the Officer shall receive seventeen (17) sick leave days per year.
 - d. Beginning the fourth (4th) year of employment, the Officer shall receive nineteen (19) sick leave days per year.
 - e. Beginning the fifth (5th) year of employment, the Officer shall receive twenty (20) sick leave days per year.

The above sick leave, if not used, shall be accumulated in a sick leave bank from year to year. Effective January 1, 2016, all sick days shall be prorated based on the date in the year in which an Officer begins employment.

- 2. Sick leave shall be used in the following order:
 - (1) The first sick leave days shall be taken from the then current year's sick leave allocation.
 - (2) After the then current year's sick leave allocation has been exhausted, unused accumulated sick days from prior years shall next be used.
 - (3a) Once an Officer uses up accumulated sick leave he/she shall next be required to utilize vacation, compensatory and holiday time.
 - (3b) An Officer who is on sick leave and has been out sick for a period of six (6) months or more in the preceding twelve (12) month period shall

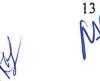


accrue sick leave, vacation, holiday and clothing allowance on a pro rata basis. At retirement, all available accumulated, unused sick days shall be compensated at said retiring Officer's then day rate or total compensation at the time or retirement on a day to day basis. Under no event shall the City of Passaic be caused to pay more than Eighteen Thousand Dollars (\$18,000) under said terminal leave provision. However, any Officer hired on or after January 1, 2013 shall not be paid more than Fifteen Thousand Dollars (\$15,000.00) under this paragraph.

- 3. Effective as of May 2, 2013, all covered Police Officers shall continue to be entitled to a Leave of Absence With Pay as adopted by City Ordinance No. 980-87 in conjunction with N.J.S.A. 40A:14-137. The parties hereby agree to the following limitations:
 - a. Leaves of Absence cannot be granted for any more than one (1) year.
 - b. (i) A covered Employee is entitled to receive said leave provided: (1) the diagnosis and prognosis of the Employee's doctor states that the Employee will be out of work for forty (40) continuous working days as a result of a non-work related injury or illness; (2) that at the City's discretion, the Employee may be examined by the City's physician for concurrence; (3) that should the Employee's and City's physicians disagree about the diagnosis and prognosis, a third (3rd) physician, mutually agreed to by the two (2) physicians, shall be the final arbiter as to the diagnosis and prognosis for the purpose of receiving a paid Leave of Absence.
 - (ii) Effective as of November 22, 2016, an Employee who incurs a non-work related injury or illness and who will be out of work for at least forty (40) continuous working days shall have the option to use his or her accrued time, or may take a leave of absence with pay and shall be paid at ninety percent (90%) of the Employee's salary from day one (1) of the leave. An Employee who uses his or her accrued leave shall be paid at one hundred percent (100%).
 - c. The Governing Body has the authority to disapprove a paid Leave of Absence for the following grounds only:
 - 1. If in the opinion of both the Employee's physician and the City's physician, the Employee is no longer capable of returning to work; if the Employee's physician or the City's physician cannot agree, the opinion of a third (3rd) physician as determined in Section 3(b)(i) above shall apply to this Section; or,
 - 2. The covered Employee has been suspended or terminated from employment for disciplinary reasons;
 - 3. There are pending disciplinary charges against the Employee for either chronic and excessive absenteeism or abuse of sick time;



- 4. Charges of chronic and excessive absenteeism or sick leave abuse have been sustained against the Employee within one (1) year of the date of application for a Leave of Absence with pay;
- 5. The Officer has made an application for retirement;
- 6. The City has filed for involuntary retirement on behalf of the Police Employee;
- 7. Effective May 2, 2013, any PBA Employee who is out on sick leave and not qualified to be on a paid Leave of Absence shall be permitted to use and exhaust all available sick, vacation, holiday, compensatory and personal leave.
- 4. In the event an Officer's illness or injury causes an absence for a period of more than three (3) days, a doctor's note may be requested by the Chief of Police indicating when the Officer may be expected to return to work.
- 5. If an Officer is out sick or injured and under doctor's care, the Officer will not be required to remain in his or her home if the doctor feels that it is not necessary for his or her recuperation, but shall let the Desk Officer know where he/she can be reached.
- 6. If an Officer lives alone or becomes ill or injured while not at home, the Officer will notify the Desk Officer as to where he/she will be staying.
- 7. Sick leave may be used by an Officer for personal illness or injury of a member of his or her family or household which requires his or her attendance upon the person who is ill or injured or which requires his being quarantined by a physician because of a disease which is certified by the local Health Department of the jurisdiction where the Officer resides as being a contagious disease. This shall not exceed three (3) days per illness or injury, except in the case of quarantine.
- 8. Notwithstanding any of the above provisions, the City reserves the right to have an Officer examined by a physician, designated by the City, after a period of twenty-one (21) calendar days from the date of his or her disability if the Officer is disabled and the likelihood of the Officer being able to return to duty is questionable based on the determination of the City Business



Administrator or the Chief Administrator of the City. If the Police Officer is being treated by a private physician, the City's designated doctor shall have the right to consult with said private physician.

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ARTICLE VII

WORK INCURRED INJURY

Where a Police Officer covered under this Agreement suffers work connected injury or disability, the City shall continue such Officer at full pay, during the continuance of such Officer'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 provisions of the Workers' Compensation Act shall be paid over to the City.

The Officer shall be required to present evidence by a certificate of a responsible physician that he or she is unable to work and the City may reasonably require said Officer to present such certificates from time to time.

In the event the Officer contends that he or she is entitled to a period of disability beyond the period established by the treating physician employed by the City or by its insurance carrier, then, and in that event, the burden shall be upon the Officer to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation establishing such further period of disability. 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 purpose of this Article, injury or illness incurred while the Officer is attending any City sanctioned activity or 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 an injury on duty, the parties agree to be bound by the decision of an 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 for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.



ARTICLE VIII

OTHER BENEFITS

Section 1 - Legal Expenses

The City recognizes the applicability of N.J.S.A. 40A:14-155 and agrees to be bound thereby. An Officer charged with an offense or crime shall be entitled to select an attorney of his or her choice at the approved rate. (The current approved rate is Seventy-Five Dollars (\$75.00) per hour).

Section 2 - Medical Expenses and School

- A. <u>Influenza Inoculation</u>: The City will provide, at its expense, one (1) influenza inoculation per year to all Officers requesting same.
- B. 1. The City will provide all active members with medical and surgical coverage with an accredited hospitalization plan.
- 2. The City agrees to provide dental care in accordance with the provisions of the insurance program presently in effect, subject to the carrier's requirements and restrictions.
- 3. In addition to the coverage for active members, the City shall provide all of the above coverage for retired members effective upon the signing of this contract until such time as member qualifies for Medicare.
- 4. The City shall provide the prescription program as provided to other bargaining units within the City. Effective July 1, 2007, prescription co-pays shall be increased to Five Dollars (\$5.00) for all generic drugs and Twenty Dollars (\$20.00) for all brand name drugs. The co-pays shall apply to both retail and mail order prescriptions.
 - 5. The City shall provide an optical plan, the equivalent of Vision Service of New



Jersey.

- 6. Effective January 1, 2007, the co-payment for doctor's office visits shall be Ten Dollars (\$10.00) for those members covered by "New Jersey Plus" coverage.
- 7. Effective January 1, 2012, the provisions of <u>Ch.</u> 78, <u>P.L.</u> 2011 as to health care contributions shall apply to all bargaining unit members, including all applicable retirees.
- C. The City will pay Ten Dollars (\$10.00) a year for PBA insurance which covers each member for One Thousand Dollars (\$1,000.00) life insurance per year. This sum is to be sent to PBA No. 14, State Delegate, to be forwarded to State Insurance Plan.
- D. <u>College Credit Program</u>: There shall be added to and made part of the remuneration to each member of the Police Department, the sum of Twenty Dollars (\$20.00) per annum for each credit hour completed for which credit has been given toward a Master's Degree, Baccalaureate Degree or Associate Degree in Police Science, Public Safety, or related field of study, which credit hour must have been completed in or accepted by an accredited institution offering a program leading to a Master's Degree, Baccalaureate Degree or Associate Degree in a related field as mentioned above. The maximum number of such credits for which a member of the Police Department shall receive such remuneration shall not exceed a total of one hundred and twenty (120).

Members of the Police Department, who become eligible for such additional remuneration prior to June 30th of any calendar year shall receive such additional remuneration beginning with the first pay period in July of that calendar year. Such additional remuneration shall be payable upon presentation to the Director of Public Safety of a proper certification from the accredited institution attended by said member, setting forth the number of credit hours completed or the conferring of a Master's, Baccalaureate, or Associate Degree in Police Science, Public Safety, or related field. Such remuneration shall be paid notwithstanding the maximum salary, or wages



hereinbefore provided for such office of employment, and shall be paid at the same time and in the same manner as the salary or wages fixed pursuant to the provisions outlined above. A payment will be made only for a grade of "C" or its equivalent or better.

Members of the Police Department, who become eligible for such additional remuneration, will receive such additional remuneration as part of their pay package over and above their base salary, combining both base salary, along with applicable longevity and remuneration for college credits, to become the Police Officer's total combined annual salary. Longevity to be computed at the top annual remuneration. Deductions and payment to be made toward the Police Officer's pension program.

- E. Any Officer desiring to attend a non-academy school and who desires to receive remuneration under Paragraph D shall first notify the Chief of Police. Every Officer attending school with the Chief's approval will be assigned to an hour of duty which will enable him to attend classes regularly and without interruption nor interfere with his or her normal days off.
- F. Police Academy and Police Technical Schools: Any Officer attending a Police Academy or any other Police Training Academy recognized by the New Jersey Police Training Commission, with the permission of the Director of the Department, shall be compensated at existing pay schedule to complete the course. Each Police Officer covered by this Agreement shall be entitled to attend at least one (1) training course per year during working hours. To the extent possible, the Police Department shall be responsible for scheduling said training.

Section 3 - Reimbursement for Expense

A. Clothing

1. Each Officer shall receive an annual allowance of One Thousand Dollars (\$1,000.00) for the maintenance of clothing and equipment. This Allowance is payable in two (2) equal installments of Five Hundred Dollars (\$500.00) on June 1st and December 1st. In addition,

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the City shall purchase and furnish a new Officer with one (1) handgun which shall be in safe condition. Said handgun shall be returned to the City upon the termination of the Officer's employment.

- 2. If an Officer has part of his or her uniform destroyed or lost in the line of duty, the City shall replace same upon receipt of a report of the incident, verified by a Superior Officer and approved by the Chief of Police. An Officer's uniform shall include clothing worn by Detectives and Officers in plain clothes. The maximum amount to be paid under this Section shall not exceed Two Hundred Dollars (\$200.00) per calendar year.
- B. Hardware items such as handguns, if damaged or lost in the line of duty, holsters and belts, handcuffs and cases, night sticks, safety helmets, badges and mace shall be purchased and supplied by the City and replaced if not in working order or in poor condition.
- C. If Officers, in the performance of their duties, have their glasses, dentures, or watches damaged, lost or destroyed, the City will assume the cost of repairs or replacements upon receipt of a report of the incident, verified by a Superior Officer and approved by the Chief of Police. The maximum amount to be paid under this Section shall not exceed Two Hundred Dollars (\$200.00) per calendar year.
- D. The City shall establish and maintain a vest re-certification program for bulletproof vests. All vests shall be re-certified on an annual basis to insure that all vests are in proper condition and fit properly.
- E. All personnel (whether assigned to detective, plainclothes and/or uniformed division) will maintain, at all times, a regulation, serviceable Police uniform, which will cover both winter and summer dress. All personnel will equip themselves and maintain in a serviceable condition an eight (8) point winter hat and maintain a "Class A", "Class B" and a "Class C" as uniforms as per Department Specifications.

ARTICLE IX

WORK DAY, TOURS OF WORK AND OVERTIME

A. The normal work day shall be eight (8) hours, which shall include within the eight (8) hour span, thirty (30) minutes of paid meal time per day and, in addition thereto, two (2) coffee breaks of fifteen (15) minutes each. The normal work day shall be based upon the utilization of a squad system which shall function for eight (8) hours for each squad during a twenty-four (24) hour day.

It is agreed and understood that during all meal periods and coffee breaks arising under this Section that all employees will be available to respond to any call for emergency or other contingency.

B. Overtime is defined as work in excess of the normal eight (8) hour work day or work on the regular day off (R.D.O.). A regular day off (R.D.O.) is defined as a scheduled day off from work as set forth in the regular work tour schedule posted by the Police Department. The present schedule system shall continue.

Overtime shall be paid either as paid overtime compensation (time and one-half) or compensatory time at the time and one-half rate (one and one-half hours for each hour worked).

All work performed in excess of the specified hours in any tour of duty shall be considered overtime and shall be credited on the following basis.

The Police Officer shall have the discretion as to whether overtime shall be paid as either overtime compensation or compensatory time and shall exercise such discretion either immediately before working such overtime or immediately after completing the working of such overtime and notify his or her Commanding Officer in writing of his or her decision.



A Police Officer may accumulate no more than sixty-four (64) hours of overtime to be banked as compensatory time which is equivalent to ninety-six (96) hours at straight time. For all hours in excess of sixty-four (64) hours of overtime pay, the Police Officer shall receive only paid overtime compensation.

If the member chooses paid overtime compensation, that choice, once made, may not be altered. If the member chooses compensatory time, that choice may be altered at the sole option of the Officer under the following conditions:

- 1. The request for the conversion is made in the calendar year during which the compensatory time was earned; and,
- 2. The request for conversion must be received by the Commanding Officer no later than the day following the normal pay day to ensure inclusion within the next two (2) pay periods.

Any compensatory time not utilized by the Officer during the calendar year shall be paid to him pursuant to the paid overtime compensation provision of this Agreement.

- C. <u>Minimum overtime</u>: When his or her eight (8) hour tour is completed, any Officer shall be paid a minimum of one (1) hour for any fraction of the first hour that he or she stays over. After the first hour the Officer shall be paid one-half (1/2) hour for any fraction of every ensuing half-hour that he or she stays over. All payments shall be made at one and one-half (1½) times his or her hourly rate.
- D. <u>Court Appearances</u>: Any Police Officer required to report to any court (superior, county or municipal), agency or any administrative body for any matter arising out of the Officer's position as a Police Officer, while on off-duty time, shall be paid at one and one-half (1½) times his or her hourly rate for the time the Officer is required to attend including reasonable travel time out of Passaic County. The minimum compensation to which an Officer is entitled shall be four (4) hours at the overtime rate of pay. Effective as of January 1, 2017, the minimum compensation to which an Officer is entitled shall be two (2) hours at the overtime rate of pay.

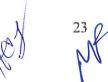
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- E. <u>Notice of Transfer</u>: The City shall provide five (5) days notice of any transfer, if possible, except in emergencies.
- F. Work Chart Study Committee: The Employer and the PBA establish a Work Chart Study Committee comprised of four (4) individuals, two (2) selected by each party. The Work Chart Study Committee shall meet as often as is necessary over the six (6) months following the execution of this contract for the purpose of studying the potential Work Chart modification acceptable to both parties. Particular attention shall be paid to studying the experience of the City of Paterson under its current work chart. The Committee shall make a written report after six (6) months presenting its findings which report shall be presented to both the Employer and the PBA.
- G. The City and the PBA have agreed to the following provisions for extra duty work where the City is paid for such work by a private employer:

The following provisions have been agreed upon by the City and the PBA to control compensation for extra duty work which is paid for by a private employer through the City's payroll system:

- 1. Passaic Board of Education at an hourly rate of Forty-Five Dollars (\$45.00) with a two (2) hour minimum.
- 2. Traffic Enforcement (work zone safety) and Protective Services between the hours of 0700-1700 will be at an hourly rate of Fifty-Five Dollars (\$55.00) with an initial four (4) hour minimum. Thereafter, any fraction of the hour goes on to the next hour.
- 3. Traffic Enforcement (work zone safety) and Protective Services between the hours of 1700-0700, and work done on weekends and holidays, will be at an hourly rate of Sixty-Five Dollars (\$65.00) with an initial four (4) hours minimum. Thereafter, any fraction of the hour goes to the next hour.
- 4. The Employer shall pay the City Ten (\$10.00) Dollars per hour which shall be in addition to the above stated rate.

All of these rates shall take effect on November 22, 2016. The rates in the 2012-2015 collective bargaining agreement shall apply from January 1, 2016 through November 21, 2016.



ARTICLE X

HOURLY RATE

To compute the hourly rate of a Police Officer, his or her yearly base salary shall be divided by 2080 hours.



ARTICLE XI

SELF INSURANCE

The City shall have the right to undertake a self-insurance program which would cover medical and surgical benefits for Police Officers covered by this Agreement.

Any medical or surgical self-insurance plan or program which the City may establish or join shall provide benefits which are equal to or better than the benefits currently available to Officers covered by this Agreement.



ARTICLE XII

COMPENSATION

Section 1 - Salary

The City will pay each Officer at the end of each two (2) week period a salary check to represent one-twenty-sixth (1/26th) of the Officer's established annual salary. Payment for vacation period shall be made on the established pay day of the week prior to the Officer starting his or her vacation.

Section 2 - Overtime Pay

- A. Rate: Overtime will be paid to all Officers at a time and one-half (1 1/2) rate of the Officer's hourly rate. The hourly rate is to be determined by dividing the Officer's established annual salary by two thousand eighty (2080) working hours.
- **B.** When an Officer has worked overtime during any given week, the Superior Officer in charge of that tour shall submit a record of such overtime to the Chief's office which will then submit same to the Treasurer's office for payment to said Officers.
- C. <u>Time of Payment:</u> Payment for overtime shall, if practical, be included in the next salary check due the Officer. In no event shall the Officer be paid later than the second (2nd) pay date following the time worked.
- D. Upon retirement, each Officer shall receive a supplemental compensation for each full day of earned and unused accumulated sick leave which is credited to him on the effective date of his or her retirement.

Notwithstanding any provisions contained in this contract in Article VI, for purposes of this section only, the earned and unused accumulated sick leave shall be determined as follows:

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- 1. Effective January 1, 1995, sick leave shall be earned pursuant to the relevant terms under Article VI, Section 2.
- 2. Any sick days, with the exception of those incurred in the line of duty, shall be counted against the earned sick leave indicated in Paragraph 1 above and counted as "used" sick leave for purposes of this section only.
- 3. At retirement, all available accumulated, unused sick days shall be compensated at said retiring Officer's then day rate or total compensation at the time of retirement on a day to day basis. Under no event shall the City of Passaic be caused to pay more than Eighteen Thousand (\$18,000.00) Dollars under this provision.
- 4. Upon application made by an Officer, the appointed authority shall certify within forty-five (45) days the number of earned and unused accumulated sick leave for which supplemental compensation is to be paid.
- The lump sum supplemental compensation provided herein for accumulated sick days shall in no way affect, increase or decrease any pension or retirement benefits to such retired Officer.
- 6. In the event of an Officer's death after the effective date of retirement, but before payment is made, the payment shall be made to his or her estate.
- 7. Irrespective of the provisions above, any Officer hired on or after January 1, 2013 shall not be paid more than Fifteen Thousand Dollars (\$15,000.00) under this provision.

Section 3 - Base Salary

The base annual salaries for Officers covered by this Agreement shall be as set forth on Schedule "A-1," Schedule "A-2" and Schedule "B" annexed. All pay and economic benefits shall be retroactive to January 1, 2016 unless otherwise specified and shall be paid promptly upon execution of this Agreement. Increases will be factored into the attached salary schedules. All Police Officers hired after January 1, 2016 shall be subject to a twelve (12) step salary guide in the new Schedule B, with a starting salary for the Academy Step of \$22,000.00, which will be increased to \$42,000.00 on completion of the Academy. The top step on the guide shall incorporate the same salary in Schedule A and the steps shall be equalized between the starting step and the top step in each year.



Section 4 - Longevity Program

The following shall be the longevity schedule.

| Years Completed | % of Base Salary |
|-----------------------------|--------------------|
| Upon completion of 5 years | 2% of Base Salary |
| Upon completion of 10 years | 4% of Base Salary |
| Upon completion of 15 years | 6% of Base Salary |
| Upon completion of 20 years | 10% of Base Salary |
| Upon completion of 24 years | 12% of Base Salary |
| Upon completion of 30 years | 14% of Base Salary |

Effective January 1, 2002, the 14% Longevity Step shall be limited only to those unit Police Officers who have as of January 1, 2002 achieved that level of service resulting in 14% longevity. All Police Officers hired on or after January 1, 2016 shall not be eligible for longevity.

Section 5 - Call in Pay

Any Officer having completed any tour of duty and is dismissed at the end thereof and who is recalled back to duty shall receive a minimum of two (2) hours pay at his or her prevailing overtime rate, even though working less than two (2) hours.

Section 6

Effective January 1, 2016, the annual Detective Stipend shall be One Thousand Eight Hundred (\$1,800.00) Dollars, which shall be paid in equal installments along with the regular payroll and used for all computation purposes. This shall also apply to Special Investigations.



ARTICLE XIII

MISCELLANEOUS

Definitions

- A. <u>Full Time Employees</u>: Full time employees are all regular full time Police Officers,
 Detectives and Superior Officers employed by the City of Passaic, New Jersey, in the Police
 Department.
- B. <u>Appropriate Unit</u>: The appropriate unit is defined only as full time Police Officers of all ranks and positions.
- C. <u>Accredited Representatives</u>: The accredited representative of its employees in said unit is New Jersey Policemen's Benevolent Association, Local No .14.
- D. <u>Members of the Family</u>: Members of the family are defined as the Officer's father, mother, father-in-law, mother-in-law, grandmother, grandfather, brother, sister, spouse, child, foster child, civil union partner and relatives of the Officer residing in his or her household. The Officers shall furnish proof of same satisfactory to the Director.
- E. <u>School</u> is defined as any institution under the control and supervision of or approved and licensed by the New Jersey State Department of Higher Education or the New Jersey Department of Education.
- F. <u>Established Annual Salary</u>: The established annual salary shall mean base salary plus longevity pay and remuneration for college credits.
- G. <u>Increment Dates</u>: For the purpose of increments, the anniversary date of hire shall be used in all computations.
- H. Working Days: Working days are defined as those days directly after an Officer's normal days off.

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ARTICLE XIV

GRIEVANCE PROCEDURE

For the purposes of providing expeditious and mutually satisfactory resolutions of problems arising under this Agreement, the parties adopt the following procedures which shall be kept as informal as may be appropriate.

This Grievance Procedure shall cover issues of application or interpretation of this Agreement and meant to provide means by which Police Officers covered by this Agreement may appeal the interpretation, application or violation of policies, agreements, and administrative decisions affecting them including issues of job safety.

The following constitutes the sole and exclusive procedure for settlement of grievances and shall be followed in its entirety unless waived by the parties.

A. STEP ONE

An Officer with a grievance shall, within seven (7) calendar days of the occurrence of the event being grieved, present the same to his or her Tour Commander. After full disclosure of the facts surrounding the event being grieved, the Tour Commander must make every earnest effort to reach a satisfactory settlement with the Officer and Griever. The Tour Commander shall render a decision within five (5) calendar days of his or her receipt of the grievance.

B. **STEP TWO**

In the event the grievance is not resolved at STEP ONE, the Officer shall reduce the grievance and decisions respectively to writing and file same with the Commander of the Division to which the Police Officer is assigned within five (5) calendar days who shall thereupon render his or her decision in writing within five (5) calendar of the days of his or her receipt of the matter and all respects related thereto.

C. STEP THREE

In the event the grievance is not resolved at <u>STEP TWO</u>, the matter and all reports shall be submitted to the Director for his or her determination in writing within seven (7) calendar days of his or her receipt of the matter and all reports related thereto. In the absence of the Director, the grievance shall be presented to the ranking Officer in charge of the Department for determination. The Director, or ranking Officer in charge of the Department in the absence of the Director, shall respond to the grievance within seven (7) calendar days of his or her receipt of the matter.

D. STEP FOUR

- 1. If the grievance is not settled through the preceding steps, either party may refer the matter to the Public Employment Relations Commission within fourteen (14) calendar days after determination of <u>STEP THREE</u> proceeding. The Arbitrator or Arbitrators shall be selected in accordance with the rules of the said Commission and the expense of the Arbitrator or Arbitrators shall be borne equally by the parties hereto; provided, however, that each party shall bear the expense of producing witnesses, testimony or evidence for his or her presentation.
- 2. The Arbitrator or Arbitrators shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him or her and relevant to the grievance. He/she or they shall have no authority to modify or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the Arbitrator(s) shall be final and binding.
- 3. 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 Director.



Further, it is the intent of the parties that no matter in dispute that is subject to the review and/or the decision of the Civil Service Commission of the State of New Jersey may be submitted to arbitration. The parties herein direct the Arbitrator not to accept or to decide any matter in dispute that is subject to Civil Service Commission review and/or decision.

4. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the next succeeding step in the Grievance Procedure within the time limits prescribed, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the Grievance Procedure. A failure to respond at any step within the provided time limits shall be deemed a denial.

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ARTICLE XV

COMPUTATION OF TIME, CHANGES AND CONDITION OF THIS AGREEMENT

- A. Whenever any act is required under this Article to be done or performed within a specified period of time, Saturdays, Sundays, and holidays shall be excluded in the computation of such period.
- **B.** Nothing in the procedures set forth in this Article shall be deemed to abrogate, modify or otherwise change any other part of this Agreement without the mutual consent of the parties hereto in writing.
- C. This Agreement is subject to the provisions of any State law and Civil Service rules and regulations which shall prevail, however, only if they are inconsistent with this Agreement and compliance with same is mandatory rather than permissive or discretionary.

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ARTICLE XVI

RETENTION OF BENEFITS

The City agrees that all benefits, terms and conditions of employment relating to the status of members of the Passaic Police Department not covered by this Agreement shall be maintained at not less than the highest standards in effect at the time of the commencement of collective negotiations leading to the execution of this Agreement.



ARTICLE XVII

JOINT P.B.A. MANAGEMENT COMMITTEE

A committee consisting of the Business Administrator or designee and the P.B.A. shall be established for the purpose of reviewing the administration of this Agreement and to resolve problems that may arise. Said Committee will meet when necessary and required. These meetings are not intended to bypass the Grievance Procedure or to be considered contract negotiation meetings.

The purpose and intent of such meetings is to foster good employment relations through communications between the City and P.B.A. on such matters:

- Discussion of questions arising over the interpretation and application of this Agreement;
- 2. Disseminating general information of interest to the parties;
- Giving P.B.A. representatives the opportunity to express their views or to make suggestions on subjects of interest to members of the bargaining unit;
- To notify the P.B.A. of changes in non-bargainable conditions of employment contemplated by management which may affect members of the bargaining unit;
- The promotion of education and training;
- 6. The elimination of waste and the conservation of materials and supplies.



ARTICLE XVIII

P.B.A. BUSINESS

A. The P.B.A. shall be entitled to one hundred (100) eight (8) hour tours per year for attendance at P.B.A. business. The use of said time off shall be continued only on prior notification by the P.B.A. President, or his or her designee, to the appropriate Tour Commander(s). Said use of time off shall be denied only in the event of a clear and present danger confronting the Police Department.

Such P.B.A. business time shall not be diminished by time spent at meetings which are scheduled by the City.

- **B.** The City shall provide an office for the sole and exclusive use of the P.B.A. Said office shall be of reasonable size and condition and shall be located in the Police Department Headquarters Building.
- C. The City shall, in addition to Paragraph A of this Article, provide one (1) tour per month of time off for the P.B.A. State Delegate.



ARTICLE XIX

TRAINING PAY

The City agrees to compensate all Police Officers covered by this Agreement at a time and one-half (1½) rate for attending required training courses on their own time.

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ARTICLE XX

STANDBY TIME

Standby time shall be considered as time worked if the City requires the Police Officer to remain in a fixed location by order of the Police Department.



ARTICLE XXI

PRIORITY FOR OVERTIME

Overtime for regularly scheduled shifts and details will be offered to regular full-time Police Officers of the Department first, in order of preference based upon a rotating seniority roster. There may be certain situations in which the Department, because of special skills or other attributes of a particular Officer, determines that it is in the best interests of the City to bypass an Officer or Officers on the seniority list. While this Agreement contemplates such possibilities, it is agreed and understood that such bypassed Officer or Officers must become next on the list for the purposes of overtime roster. The purpose of this clause is to equalize overtime among Police Officers and same shall not be defeated by the City's selection of special persons for special details as set forth herein. Such overtime will be offered to persons other than full-time Officers only if it has first been refused by each member on the seniority roster aforementioned.

With regard to what is commonly known as "school details," it is agreed that the City will attempt to obtain at least one (1) full-time Officer of the Police Department to work said detail and will make an offer of such detail to the regular full-time Employees on the basis of the rotating roster. It will be the obligation of the Employees to set up their own roster for school details and other special events.



ARTICLE XXII

INSURANCE

The City will continue to provide equivalent insurance coverage to Police Officers covered under this Agreement protecting them 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, violation of the right of privacy, invasion of the right of privileged occupancy and the invasion of civil rights.



ARTICLE XXII

BULLETIN BOARD

The City will supply one (1) bulletin board for the use of the PBA to be placed in a conspicuous location.

The bulletin board shall be for the use of the PBA for the posting of notices and bulletins pertaining to PBA business and activities or matters dealing with the welfare of Police Officers.

No poster may be posted without receiving permission of the officially designated PBA representative.



ARTICLE XXIV

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 City will permit at least one (1) uniformed Police Officer of the City to participate in funeral services for said deceased Officer.

Subject to the availability of same, the City will permit a City 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.



ARTICLE XXV

PERSONNEL FILES

A separate personal history file shall be established and maintained for each Police Officer covered by this Agreement. Personal history files are confidential records and shall be maintained in the office of the Chief of Police.

Any member of the Police Department may by appointment review his or her personnel file. This appointment for review must be made through the Chief of Police or his designated representative.

43

ARTICLE XXVI

SAFETY AND HEALTH

The City shall at all times maintain working conditions to insure maximum safety for all Police Officers. Each Officer covered by this Agreement shall be, upon request, supplied with a bullet-proof vest. The wearing of said vest shall be optional with the Officer.

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ARTICLE XXVII

BILL OF RIGHTS

- A. All Officers shall be entitled to the protection of what shall be hereafter termed as the "Bill of Rights for Police Officers and Detectives in Said Classifications of the City of Passaic Police Department" and which provides as follows.
- **B.** The Police Department has established the following procedures to govern the conduct and control of investigations.
- C. The wide ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public. Out of these contacts come many questions concerning the actions of Officers. These questions often require immediate investigation by the Chief of Police or his or her designee. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following guidelines are promulgated:
 - The interrogation of an Officer shall be at a reasonable hour, preferably when the
 Officer is on duty, unless the exigencies of the investigation dictate otherwise.
 Where practicable, interrogations should be scheduled for the Officer's shift.
 - 2. The interrogations shall take place at a location designated by the investigating Officer. Usually it will be held at the City of Passaic Police Headquarters.
 - 3. The Police Officer shall be informed of the rank, name and command of the Officer in charge of the investigation, as well as the rank, name and command of the interrogating Officer and of all persons present during the interrogation and shall be advised of his or her right to an adjournment in order to have his or her counsel and/or PBA representative present.



- 4. The Officer shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant. The address of complainants and/or witnesses need not be disclosed, however, sufficient information to reasonably apprise the Officer of the allegation should be provided. If it is known that an Officer being interrogated is the target of a criminal investigation or a witness only, he/she should be so informed at the initial contact.
- The questioning shall not be overly long. Reasonable respites shall be allowed.
 Time shall also be provided for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.
- 6. The Officer shall not be subject to any offensive language nor shall he/she be threatened with transfer, dismissal or other disciplinary punishment. No promises or reward shall be made as an inducement to answering questions.
- Whenever a tape is made or a record kept, the Officer shall receive a copy.
- 8. This Article shall not apply with regard to minor violations or the routine day-today activities of the Department.
- 9. If an Officer is under arrest or is likely to be, that is if he/she is a suspect or the target of a criminal investigation, he/she shall be given his or her rights pursuant to the Miranda Decision.
- 10. Except as provided in Section (9) immediately preceding, the law imposes no obligation, legal or otherwise, on the Department to provide an opportunity for an Officer to consult with counsel or anyone else when questioned by a Superior Officer about his or her employment or matters relating to his or her continuing fitness for Police Service. Nevertheless, in the interest of maintaining the usually high morale of the force, the Department shall afford an opportunity for an Officer,

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if he/she so requests, to consult with counsel and/or his or her representative of the PBA before being questioned concerning a serious violation of the Rules and Procedures, provided the interrogation is not unduly delayed. However, in such cases, the interrogation may not be postponed for purposes of consultation past 10:00 A.M. of the day following the notification of interrogation. The Officer shall have the right to have his or her counsel and/or PBA representative present to assist him during the interrogation.



ARTICLE XXVIII

POLICE VEHICLES

- A. All regular, marked Police vehicles purchased after the execution of this Agreement shall be a standard sized vehicle with a standard Police package. Such vehicles shall contain but not be limited to the following equipment: automatic transmission, power steering, power brakes, air conditioning, interior lighting package, automatic trunk release, twelve (12) gauge shotgun, roof rack with electronic siren and lights, oxygen, first aid kit and flares.
- B. If no vehicle is available, then the Superior Officer shall call in the City mechanic to inspect the vehicle and the decision of the City mechanic shall be final.



ARTICLE XXIX

RESIDENCY

- A. The City agrees that no regular Police Officer shall be required to live within the City of Passaic unless such residency requirement is specifically mandated by New Jersey Statute. In the event that a residency requirement becomes an option, the City agrees not to use said option.
- **B.** No Officer shall be discriminated against with regard to assignment, promotion or any other term or conditions of employment due to the place of his or her residence.



ARTICLE XXX

NO STRIKE PLEDGE

- A. It is recognized that the need for continued and uninterrupted operation of the City's Departments and Agencies is of paramount importance to the citizens of the community and there should be no interference with such operation.
- B. The PBA covenants and agrees that during the term of this Agreement neither the PBA nor any person acting on its behalf will cause, authorize or support, nor will any other members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of any Police Officer from his position, or stoppage of work or abstinence in whole or in part from the full faithful and proper performance of the Police Officer's duties of employment), work stoppage, slowdown, walk-out or job action against the City.
- C. The PBA agrees that it will do everything in its power to prevent its members from participating in any strike stoppage, slowdown or other activity aforementioned including but not limited to publicly disavowing such action and directing such members who participate in such activities to cease and desist from same immediately and to return to work, along with such other steps as may be necessary under the circumstances, and to bring about compliance with its order.
- D. In the event of a strike, slowdown, walk-out or other action, it is covenanted and agreed that participation in any such action by a member shall entitle the City to take appropriate disciplinary action including possible discharge in accordance with applicable law.
- E. Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity or injunction or damages, or both, in the event of such breach by the PBA or its members.



ARTICLE XXXI

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any Police Officer or group of Police Officers is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXXII

TERM AND RENEWAL

This Agreement shall have a term of January 1, 2016 through December 31, 2019. Negotiations for a successor Agreement shall proceed pursuant to the rules of New Jersey Public Employment Relations Commission. In the event that successor Agreement is not executed by December 31, 2019, then this Agreement shall continue in full force and effect until a successor Agreement is executed.

Attest:

CITY OF PASSAIC

Attest:

MARCKOVAN 2/7/17

POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL NO. 14

President

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SALARIES

SCHEDULE A-1

| | Effective 1/1/2016 | Effective <u>1/1/2017</u> | Effective <u>1/1/2018</u> | Effective <u>1/1/2019</u> |
|--|--------------------|---------------------------|---------------------------|---------------------------|
| Patrol Officers: | | | | |
| First Year of Service 1st six (6) months | \$44,857 | \$45,754 | \$46,440 | \$47,137 |
| 2nd six (6) months | \$53,011 | \$54,072 | \$54,883 | \$55,706 |
| Second Year of Service | \$61,167 | \$62,391 | \$63,327 | \$64,276 |
| Third Year of Service | \$73,943 | \$75,422 | \$76,553 | \$77,701 |
| Fourth Year of Service | \$80,954 | \$82,573 | \$83,812 | \$85,069 |
| Fifth Year of Service | \$87,964 | \$89,723 | \$91,069 | \$92,435 |
| Sixth Year of Service | \$94,974 | \$96,874 | \$98,327 | \$99,802 |
| Seventh Year of Service | \$101,988 | \$104,028 | \$105,588 | \$107,172 |
| Sergeants | \$116,442 | \$118,771 | \$120,552 | \$122,361 |
| Lieutenants | \$127,621 | \$130,173 | \$132,126 | \$134,108 |
| Captains | \$137,188 | \$139,932 | \$142,031 | \$144,161 |



SALARIES

SCHEDULE A-2

THE FOLLOWING RATES ARE EFFECTIVE FOR PERSONS HIRED ON OR AFTER JULY 1, 2007 AND BEFORE JANUARY 1, 2016:

| | Effective 1/1/2016 | Effective 1/1/2017 | Effective <u>1/1/2018</u> | Effective <u>1/1/2019</u> |
|---|--------------------|--------------------|---------------------------|---------------------------|
| Patrol Officers: | | | | |
| First Year of Service 1st six (6) months | \$31,270 | \$31,896 | \$32,374 | \$32,860 |
| 2nd six (6) months | \$40,110 | \$40,913 | \$41,526 | \$42,149 |
| Second Year of Service | \$48,949 | \$49,928 | \$50,677 | \$51,437 |
| Third Year of Service | \$57,790 | \$58,946 | \$59,830 | \$60,728 |
| Fourth Year of Service | \$66,628 | \$67,961 | \$68,980 | \$70,015 |
| Fifth Year of Service | \$75,468 | \$76,977 | \$78,132 | \$79,304 |
| Sixth Year of Service | \$84,309 | \$85,995 | \$87,285 | \$88,595 |
| Seventh Year of Service | \$93,147 | \$95,010 | \$96,436 | \$97,882 |
| Eighth Year of Service | \$101,988 | \$104,028 | \$105,588 | \$107,172 |
| Sergeant | \$116,442 | \$118,771 | \$120,552 | \$122,361 |
| Lieutenant | \$127,621 | \$130,173 | \$132,126 | \$134,108 |
| Captains | \$137,188 | \$139,932 | \$142,031 | \$144,161 |



SALARIES

SCHEDULE B

THE FOLLOWING RATES ARE EFFECTIVE FOR PERSONS HIRED ON OR AFTER JANUARY 1, 2016:

| | Effective <u>1/1/2016</u> | Effective <u>1/1/2017</u> | Effective <u>1/1/2018</u> | Effective <u>1/1/2019</u> |
|---|---------------------------|---------------------------|---------------------------|---------------------------|
| Patrol Officers | | | | |
| YR-1 1st 6 Months Academy | 22,000 | 22,000 | 22,000 | 22,000 |
| YR-1 2nd 6 Months Upon completion of Police Academy | 42,000 | 42,840 | 43,483 | 44,135 |
| YR-2 Service | 47,453 | 48,403 | 49,129 | 49,865 |
| YR-3 Service | 52,907 | 53,965 | 54,775 | 55,596 |
| YR-4 Service | 58,360 | 59,528 | 60,421 | 61,327 |
| YR-5 Service | 63,814 | 65,090 | 66,067 | 67,058 |
| YR-6 Service | 69,267 | 70,652 | 71,712 | 72,788 |
| YR-7 Service | 74,721 | 76,215 | 77,358 | 78,519 |
| YR-8 Service | 80,174 | 81,777 | 83,004 | 84,249 |
| YR-9 Service | 85,628 | 87,341 | 88,651 | 89,980 |
| YR-10 Service | 91,081 | 92,903 | 94,296 | 95,711 |
| YR-11 Service | 96,535 | 98,466 | 99,943 | 101,442 |
| YR-12 Service | 101,988 | 104,028 | 105,588 | 107,172 |
| | | | | |
| Sergeants | 116,442 | 118,771 | 120,552 | 122,361 |
| Lieutenants | 127,621 | 130,173 | 132,126 | 134,108 |
| Captains | 137,188 | 139,932 | 142,031 | 144,161 |

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