

A G R E E M E N T

Between

CITY OF GARFIELD

and

POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 46

January 1, 2023 through December 31, 2027

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PREAMBLE

THIS AGREEMENT, made this day of January, 2023 by and between the CITY OF GARFIELD, a body politic and corporate of the State of New Jersey, hereinafter referred to as the “Employer,” and the POLICEMEN’s BENEVOLENT ASSOCIATION, LOCAL 46, hereinafter referred to as the “PBA”;

WHEREAS, the Employer and the PBA recognize that it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to the end that continuous and efficient service will be rendered to and by both parties.

NOW, THEREFORE, it is agreed as follows:

ARTICLE I: EMPLOYEES’ BASIC RIGHTS

Pursuant to Chapter 303, Public Laws, 1968, the Employer hereby agrees that every Employee shall have the right freely to 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 Employer undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any Employee in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or other Laws of New Jersey or the Constitution of New Jersey and of the United States.

The Employer further agrees that it shall not discriminate against any Employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the PBA and its affiliates, his participation in any activities of the PBA and its affiliates, collective negotiations with the Employer, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, as prescribed by the Statutes of the State of New Jersey.

ARTICLE II: EXCLUSIVITY OF ASSOCIATION REPRESENTATION

The Employer agrees that it will not enter into any contract or memorandum of agreement with anyone but the recognized Association (**PBA Local 46**) with regard to the categories of personnel covered by the said Memorandum of Agreement during the term of this Agreement.

ARTICLE III: DUES – CHECK OFF

Upon presentation to the Employer of a dues check off card signed by individual Employees that are members of the PBA, the Employer will deduct from such member Employees' periodic salaries the amount set forth on said dues check off authorization card.

Thereafter, the Employer will, as soon as practicable forward a check in the amount of all dues withheld for this purpose to the PBA representative entitled to receive same.

The said PBA representative shall be appointed by resolution of the PBA and certified to the Employer by the PBA.

ARTICLE IV: EXISTING LAW

The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of State or Federal Laws.

ARTICLE V: ASSOCIATION RECOGNITION

The Employer recognizes PBA Local 46 as the exclusive bargaining representative for the purpose of collective negotiations with respect to all negotiable items of employment of all Employees employed by the Employer's Police Department except those Employees specifically excluded herein and the Chief of Police.

No Employee shall be compelled to join the Association but shall have the option to voluntarily join said Association.

The term "Police Officer" or "Employee" as used herein shall be defined to include the plural as well as the singular, and to include females as well as males.

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ARTICLE VI: ASSOCIATION REPRESENTATIVES

1. The Employer recognizes the right of the Association to designate representatives and alternates for the enforcement of this Agreement.
2. The Association shall furnish the Employer, in writing, the names of the representatives and the alternates and notify the Employer of any changes.
3. The authority of the representatives and alternates so designated by the Association shall be limited to, and shall not exceed, the following duties and activities:
 - a. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining Agreement.
 - b. The transmission of such messages and information which shall originate with, and are authorized by the Association or its officers.

The designated Association representatives shall be granted time with pay during working hours to attend all meetings and conferences on collective negotiations with Employer officials.

ARTICLE VII: MAINTENANCE OF WORK OPERATIONS

1. The parties agree that there shall be no lockouts, strikes, work stoppages, job actions, or slowdowns during the life of the Agreement. No officer or representative of the Association shall authorize, instigate, or condone such activity.
2. It is understood that violation of the provisions of this Article may subject any Employee participating in or condoning such activity to disciplinary action by the Employer. Such a disciplinary action may include termination of employment, or any other appropriate lesser form of discipline, subject to applicable provisions of state statute and other applicable provisions of this Agreement.

ARTICLE VIII: PRESERVATION OF RIGHTS

The Employer hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Employer Government and its properties and facilities and the activities of its Employees;
2. To hire all Employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer Employees;
3. To suspend, promote, demote, transfer, assign, reassign, discharge, or take any other disciplinary action for good and just cause according to law.

Nothing contained herein shall be construed to deny or restrict the Employee of its rights, responsibilities, and authority, under **R.S. 11, 40 and 40A**, or any other national, state, county or other applicable laws.

The Employer agrees that all benefits, terms and conditions of employment relating to the status of Employees, which benefits, terms and conditions of employment are not specifically set forth in this Memorandum of Agreement, shall be maintained at not less than the highest standards in effect at the time of the commencement of this Memorandum of Agreement.

Notwithstanding other provisions of this Agreement, the parties expressly agree that all terms and conditions of employment may be the subject of good faith negotiations between the parties.

Unless a contrary intent is expressed in this Memorandum of Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any Employee pursuant to any rules, regulations, instruction, directive, memorandum, practice, statute or otherwise shall not be limited, restricted, impaired, removed or abolished.

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.

If agreement is reached between the parties as to any such additional issues, then, and in that event, any such agreed upon language shall become part of this Agreement upon the execution of same, duly signed by the Association President and the appropriate Employer representative.

ARTICLE IX: DEPARTMENTAL INVESTIGATIONS

In all cases where an Officer, the subject of an investigation, is expressly threatened with disciplinary action or suspension resulting from his performance or performance in the line of duty, he shall upon being so advised, have the right to consult with counsel or anyone else prior to being questioned provided that the interrogation is not unduly delayed. In such case the interrogation may not be postponed beyond 10:00 A.M. of the day following notification of the interrogation.

Under no circumstance shall the Employer offer or direct the taking of a polygraph or voice print examination for any Employee covered by this Agreement.

The rights provided for herein are intended to prevent the Officer to be interrogated from being subject to disciplinary actions by reason of his failure to answer questions until his right to consultation herein provided for has been afforded, provided consultation is requested. This provision is not intended nor shall be invoked to frustrate the every day operation of the Police Department.

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ARTICLE X: DATA FOR FUTURE BARGAINING

The Employer agrees to make available to the Association all relevant data in the Employer's possession the Association may require to bargain collectively.

The relevant data noted above shall include but shall not be limited to such items as salaries and benefits enjoyed by other Employee groups, the cost of various insurance and other programs, information concerning overtime worked by Employees, the total number of injuries on duty, the total length of time lost as a result of injuries on duty and other data of a similar nature.

ARTICLE XI: SALARIES

FOR ALL EMPLOYEES HIRED ON OR BEFORE JULY 1, 2015

The base annual salaries of all Employees covered by this Agreement that were hired on or before July 1, 2015 ("Existing Employees" for the purpose of this section) shall be as set forth in the salary guide annexed hereto as **Appendix "A"**.

Rank Differential:

In addition to the forgoing, all Employees covered by this Agreement that were hired on or before July 1, 2015 and have completed twenty (20) years of service shall be paid an increase in base salary that is equal to one-half (1/2) the difference of their base pay as set forth on the salary guide annexed hereto as **Appendix "A"** and the base pay for the next higher rank. For example, a sergeant, upon completion of twenty (20) years of service, would receive the pay of a sergeant plus (1/2) half the difference between the sergeant salary step and the lieutenant's salary step. This provision shall apply to all ranks.

FOR ALL EMPLOYEES HIRED ON OR AFTER JULY 2, 2015

The base annual salaries for all Employees covered by this Agreement that are hired after July 2, 2015 shall as be set forth in the salary guide annexed hereto as **Appendix "B"**.

FOR ALL EMPLOYEES HIRED ON OR AFTER JULY 1, 2018

The base annual salaries for all Employees covered by this Agreement that are hired after July 1, 2018 shall as be set forth in the salary guide annexed hereto as **Appendix "C"**.

ARTICLE XII: WORK DAY, WORK WEEK AND OVERTIME

1. The normal workday tour shall be:
 - a. For those in the Non-Uniformed Work Chart: Eight (8) hours, which shall include within the eight (8) hour span, a meal period of thirty (30) minutes and two (2) coffee breaks of fifteen (15) minutes each. The normal work day shall be based upon the utilization of a three (3) squad system, as needed to be determined by the Chief and to be approved by the City Manager, which shall function for eight (8) hours for each squad during a twenty-four (24) hour day. Upon a substantial change from the current and past practice, the parties agree to negotiate this provision in good faith.
 - b. For those in the Uniformed Work Chart (Patrol Division): Twelve (12) hours, which shall include within the twelve (12) hour span, a meal period of forty-five (45) minutes and two (2) breaks of twenty (20) minutes each. Mealtime and lunch and breaks may not be combined.
 - c. Work in excess of the Employee's basic work week or tour for a day is overtime.

OVERTIME

The City agrees that overtime, at the rate of time and one-half (1 ½), shall be given to all employees covered by this Agreement in cash payment or compensatory time, subject to the "Compensatory Time" section herein for all hours worked in excess of the regular workday, currently consisting of eight (8) consecutive hours within a twenty-four (24) hour period for those

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Employees not in the Non-Uniformed Division and twelve (12) consecutive hours within a twenty-four (24) hour period for those in the Uniformed or Patrol Division or otherwise on an the 2-3-2 (“Pitman”) work schedule.

It is recognized that Employees may be required, for the purpose of roll call or muster at the commencement of a tour, training or other similar event, to report in advance of the tour, training or similar event’s starting time, or for the purposes of a debrief after a tour, training or other similar event, to stay after the completion of a tour, training or other similar event. In accordance with this recognition, no additional pay, overtime or compensatory time shall be given for a fifteen (15) minute period prior to commencement of a tour, training or similar event’s starting time or for the fifteen (15) minutes after the completion of a tour, training or other similar event. If the Employee is required to report earlier than the fifteen (15) minutes before or stay for the fifteen (15) minute period after the tour, training or similar event, the Employee shall be given overtime at the rate of one and one-half (1 ½) for all time worked in excess of the workday.

COMPENSATORY TIME

Compensatory time shall be computed at the rate of time and one-half.

The Employee shall have the discretion as to whether the overtime shall be paid 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 shall notify his commanding officer in writing of his decision, subject to the needs of the Department. If the Employee chooses compensatory time, that choice may be altered at the sole option of the Employee under the following conditions:

1. The request for conversion is made in the calendar year during which the compensatory time was earned.

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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.

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

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

1. Employees in the bargaining unit shall work one of the following work schedules:

The Non-Uniformed Work Chart or the Uniformed Division Work Chart (also referred to as the Patrol Division Work Chart). The work charts are described generally as follows:

- a. The Non-Uniformed Work Chart is a 5-2 schedule where the Employee works five days in a row, and is off for two days as regular days off (R.D.O.) etc. This work chart is altered on an individual basis to allow use of 17 schedule adjustment days (ARDOs). A selection of the use of a holiday day may add to the number of days off on any individual employee's work chart. The selection of these holidays is a matter of administrative scheduling under the direction of the police chief. Separate compensation, at page 18 of the contract, provides that each employee receives additional pay for 15 holidays in excess of their regular salary. Except as set forth in this paragraph, payment of holiday compensation shall not change.
- b. The Uniformed Division (Patrol Division) work chart is a modified Pitman schedule as set forth below:

Effective January 1, 2023, the Patrol Division shall begin working a Modified Pitman Schedule. The schedule shall have a two-week cycle consisting of four squads working twelve-hour shifts. The four squads will be split between Day Shift (Squad A Days and Squad B Days) and Night Shift (Squad A Nights and Squad B Nights). Each squad shall be assigned a minimum of two superior officers. The work pattern shall be:

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Week 1

Week 2

Squad A Days and Nights:

W and Th on
M, T, F, S, S off

M, T, F, S, S on
W and Th off

Squad B Days and Nights:

M, T, F, S, S on
W and Th off

W and Th off
M, T, F, S, S on

Day Shift shall be 7am to 7pm and Night Shift shall be 7pm to 7am. An early car may be scheduled from 6am to 6pm and 6pm to 6am and shall be filled by seniority, e.g. it will be offered first to the most senior officer who can refuse it and then it will proceed to the next most senior officer.

Once assigned, Squads shall be effective for one year.

All work performed beyond the assigned shift shall be compensated at one and a half (1 ½) times the regular hourly rate.

All members working the Modified Pitman Schedule shall get ten (10) Kelly Days. Seven (7) of those days shall be scheduled at the beginning of the year and the remaining three (3) shall be scheduled by September 15th of each year to be used by the end of the year. The three (3) remaining unscheduled Kelley Days may be used in intervals of two (2) hours each with a minimum of one (1) interval being taken. Any unscheduled Kelly Day may not be taken if said usage causes overtime. Any Kelly Days not used by the end of the year shall be forfeited.

Either party can opt to return to the prior schedule by September 1, 2025 to be effective January 1 of the next year. If this option is exercised, the Uniformed Division shall revert to the uniformed division work chart set forth in the collective bargaining agreement for the years 2018-2022 unless otherwise agreed to in writing.

ARTICLE XIII: HOURLY RATE

To compute the base hourly rate of an Employee for overtime or other purposes, the Employee's yearly base salary, his annual longevity payment and his educational benefits shall be added together and then divided by 2080 hours for all Employees.

ARTICLE XIV: COURT TIME

Court Time, as referred to in this Article, shall consist of all time, excluding appearances during regular tours of duty or duty hours, during which any Employee covered under this

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Agreement shall be required to attend a Municipal Court, Central Municipal Court, Superior Court, Grand Jury proceedings, or other Courts or Administrative Bodies in connection with his duties as a Garfield Police Officer. Court Time specifically excludes appearances before any Administrative Board, including, but not limited to, the Public Employment Relations Committee as a result of a grievance or PBA matter.

Whenever an Employee covered by the contract is required to attend or appear at any Court Time where such appearance arises out of the Police Officer's duty or arises out of the Employee's status as a law enforcement Employee then such appearance shall be compensated at the overtime rate (time and one-half) with a minimum guarantee of four (4) hours compensation at the overtime rate.

When an Employee covered under this Agreement shall be required to travel to and from any of the courts or administrative bodies as noted in this Article, such travel time shall be considered and included in the computation of the amount of overtime to which the Employee is entitled, provided, however, that such travel time shall be computed between the Employer's police headquarters and the pertinent court or administrative body.

This provision replaces and supplants any prior agreement between the parties or arbitration award rendered regarding compensation for Court Time. This paragraph shall be applied prospectively from the date of execution of this Contract.

ARTICLE XV: IN-SERVICE TRAINING

Section 1.

Each member of the Department with two (2) or more years of service will be scheduled to attend at least two (2) in-service training courses of his choice, which choice shall be subject to Department approval during the calendar year. The Departmental approval shall not be used to defeat the purpose of this clause, which is to have each Employee attend the specified number of

training courses. The choices shall be made from a list which shall be supplied by the Police Department.

Section 2.

Each member of the Department attending school pursuant to Section 1 above, shall be reimbursed for expenses at the rate of Ten Dollars (\$10.00) per day. The basic training program is excluded from the coverage of this section.

Section 3.

The Employer agrees to compensate all Employees covered by this Agreement at time and one-half rate for attending departmentally required training courses on their own time.

ARTICLE XVI: RECALL

Any Employee who is called back to work after having completed his regularly scheduled shift shall be compensated at time and one-half the straight time hourly rate of pay with a minimum guarantee of two (2) hours work or pay in lieu thereof.

ARTICLE XVII: PRIORITY FOR OVERTIME

Overtime for regularly scheduled shifts and details will be offered to regular full time Employees of the Department first from the preceding shift in an order or preference based upon a rotating seniority roster. If no Employees can be found from the preceding shift who can work the overtime, then the overtime shall be offered to other regular Employees in the Patrol Division in order of seniority.

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 Employer to bypass an Employee or Employees on the seniority list.

The purpose of this section is to equalize overtime among Employees and same shall not be defeated by the Employer's selection of special persons for special details as set forth herein.

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While this Agreement contemplates the possibilities noted in the second paragraph above, it is agreed and understood that such bypassed Employee or Employees must become next on the list for the purposes of the overtime roster.

Such overtime will be offered to persons other than full time Employees only if it has first been refused by each member on the seniority roster aforementioned except in cases of emergency situations such as departmental mobilization.

With regard to what is commonly known as "school or special details," it is agreed that the Employer will attempt to obtain full time Employees of the Police Department to work said details and will make an officer of such details to the regular full time Employees on the basis of the rotating seniority roster when such work is controlled through the Police Department.

It will be the obligation of the Employee to set up their own roster for school or special details.

At the commencement of each tour of duty, all vacant positions caused by any reason on the projected work chart shall be filled (including but not limited to vacancies due to injury, illness, etc.) with a bargaining unit Employee of equal rank. If no person of equal rank can be found to work the extra duty, then an Employee of the next closest rank shall be used and shall be paid a rate equal to their next highest rank.

Irrespective of the above, it shall be the prerogative of the Employer to fill a vacant position when at least one other superior officer is working on any given tour of duty. (Arbitration 1/17/83).

Nothing in this provision shall be interpreted to limit any Employee covered by this Agreement from being offered overtime because they are on vacation.

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ARTICLE XVIII: SHIFT CHANGES

The Employer agrees that it will not indiscriminately adjust shifts of individuals so as to avoid overtime payment to Employees covered by this Agreement.

ARTICLE XIX: LONGEVITY

AS TO EMPLOYEES HIRED ON OR BEFORE JULY 1, 2015

In addition to all wages and other benefits, all Employees covered by this Agreement that were hired on or before July 1, 2015 shall be entitled to a longevity payment as set forth in Appendix "D".

The said payments for longevity shall be included in Employee's paycheck during each pay period as established by the City.

AS TO EMPLOYEES HIRED ON OR AFTER JULY 2, 2015

In addition to all wages and other benefits, all Employees covered by this Agreement that were hired on or after July 2, 2015 through December 31, 2022 shall be entitled to a fixed dollar longevity payment as follows:

<u>Years of Service</u>	<u>Fixed Dollar Longevity Payment</u>
12-15	\$2,000.00
16-19	\$3,000.00
20-23	\$4,000.00
24 and thereafter	\$5,000.00

AS TO EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2023

All Employees covered by this Agreement that were hired on or After January 1, 2023 shall not be entitled to any longevity payment(s).

ARTICLE XX: UNIFORM & EQUIPMENT

If the Employer decides to change the uniform or any part thereof, it shall provide to each Employee, free of charge, any such changed items.

An Employee's uniform or personal equipment which are required by him in his capacity as a Police Officer, which may be damaged as a result of a single episode during the course of his employment, shall be replaced at the expense of the Employer, except where such damage is caused by the negligence of the Employee.

If an Employee of the Department alleges that a motor vehicle assigned for use is unsafe due to standard mechanical failure, then the vehicle will be inspected by the City Mechanic or person designated by the Employer before its use. If the City Mechanic or other person is not available to inspect said vehicle, then another vehicle will be assigned to the Employee, provided that the head of the Department determines that said vehicle is defective due to standard mechanical failure. If the officer continues to maintain that said vehicle is unsafe and if no vehicle is available to the officer so assigned, then the Superior Officer or Department Head shall call in the City Mechanic or other mechanic to inspect the vehicle and the decision of the City Mechanic will be final. If the City Mechanic or mechanic determines the vehicle to be defective for use due to standard mechanical failure then the vehicle shall be inspected by a State of New Jersey Motor Vehicle Inspection Station, whose decision as to its safety shall be final.

ARTICLE XXI: EDUCATION INCENTIVE

In addition to all other wages and benefits provided in this Agreement, each Employee shall be entitled to an additional payment, if the Employee is qualified for same, pursuant to the qualifications and limitations as set forth in **Appendix "E"**.

ARTICLE XXII: VACATIONS

The vacation allowance shall be as set forth in this Agreement in **Appendix "F"**. Vacation time is based on the date of hire, not the calendar year.

When in any calendar year, the vacation or any part thereof is not granted by reason of pressure of police activity, such vacation periods not granted shall accumulate and shall be granted during the next succeeding year pursuant to the Civil Service Statutes.

If an Employee is on vacation and becomes sufficiently ill so as to require in-patient hospitalization, he may have such period of illness and post hospital recuperation period charged against sick leave at his option upon proof of hospitalization and a physician's certificate.

No Employee who is on vacation shall be recalled except in a case of the full mobilization of the Department by the Chief of Police to meet a clear and present danger confronting the Employer.

Vacations may be taken in three (3) segments with any given segment not to exceed fifteen (15) consecutive working days, or three (3) weeks, whichever is shorter.

If an official holiday occurs during an Employee's authorized vacation, he will be entitled to an additional vacation day in lieu of the holiday.

Vacations may be taken at any point over the course of the year so long as adequate manpower is available.

Vacations shall be selected on a rotating seniority basis which shall be established by the Department. Once an Employee selects five (5) or more consecutive days of vacation under this clause, the next senior man shall make his selection, and so on, until the seniority list is exhausted, at which time the process shall be continued. Notwithstanding any policy or practice regarding the time and manner vacation time is to be requested by an Employee covered by this Agreement in order to create the work schedule for a given work year, any Employee covered by this Agreement may request a change in their vacation in order to accommodate a special circumstance that requires their attendance or that they wish to attend, such as a wedding or other formal ceremony, family matter, commencement, award ceremony or similar. In order to process the request, the Employee

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seeking the change in vacation shall submit proof of the event that they wish to attend. An example of proof of such an event would be a formal invitation or newspaper clipping. If the Employee fails to or cannot present evidence of the event, the request for the change in vacation shall be denied. The approval of any request may be granted if it can be accommodated ensuring that there will be scheduled sufficient manpower on the shift to accommodate the change without incurring overtime and without altering the manpower assigned. The vacation change request shall not be arbitrarily denied.

Within three (3) works days of returning to work, the Employee shall provide proof of attendance of the event. An example of such proof would be a boarding pass, hotel receipt, rental car receipt or the like. Failure to present such proof as discussed herein shall be a disciplinable event.

Vacations will henceforth, pursuant to the above paragraph of the Agreement, rotate on a seniority basis, for both the superior officers and patrolmen, independent of each other. Except with the approval of the Chief, the effect of such rotating vacations shall result in no more than one superior officer and one patrolman exercising vacation during the same time period for each tour of duty. The selection of vacation time shall be made by the patrolmen and the superior officer independent of each other and shall, therefore, result in patrolmen having access to the same vacation time independent of the superior officers. (Arbitration 1/17/83).

ARTICLE XXIII: HOLIDAYS

All Employees covered by this Agreement shall be entitled to and will receive fifteen (15) paid holidays per year which shall entitle each Employee to have time off with pay on fifteen (15) working days.

The holidays noted herein shall be as set forth in **Appendix "G"**.

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In addition to the annual salaries and other benefits set forth in this Agreement, each Employee shall be paid an additional day's pay for each holiday enumerated in this Agreement.

To the extent possible, the choice of which day each Employee shall be off duty pursuant to this section shall be determined by a rotating seniority schedule which shall be administered in the same fashion as the vacation roster; for the purpose of this clause, the senior Employee shall select one (1) day as his first choice of a holiday and so on until the process has been completed.

In addition to the regular paid holidays heretofore set forth, the Employees covered under this Agreement shall be entitled to such further paid holidays as may be declared from time to time by the President or Congress of the United States, the Governor of the State of New Jersey or any and all additional holidays declared by the governing body herein. However, the Employee shall not be entitled to both an additional day off and an additional day's pay.

The entire holiday benefit for all Employees shall be paid on a folded in basis and paid along with regular pay and used for all calculation purposes.

ARTICLE XXIV: SICK LEAVE

All Employees covered by this Agreement shall be granted sick leave with pay as set forth in Appendix "H". Sick leave is to be accrued at the rate of 1.25 days per month worked. Further, sick days may not be used until they are accrued.

Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury or exposure to contagious disease and may include absence due to illness in the immediate family of the Employee or necessary attendance upon a member of the immediate family. In cases where there is a family quarantine then the Employee shall submit a doctor's note certifying his fitness to return to work.

UPON RETIREMENT

Employees Hired Before June 28, 2011:

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Upon retirement, each Employee *hired before June 28, 2011* shall receive, at his or her sole option, either a percentage of his or her accumulated sick leave or three (3) calendar months of terminal leave with full pay and benefits. In the event that a percentage of available sick leave is elected by the Employee then the percentage to be used shall be two percent (2%) for each year of service with a minimum percentage of thirty percent (30%) and a maximum of sixty percent (60%). The percentage of available sick leave may be taken, at the Employee's option, as either terminal leave or in lump sum payment. If lump sum payment for available sick leave is elected then the Employee shall so notify the City Manager in writing by November first of the year next preceding the year of retirement. If the employee fails to provide timely notice, then the City may defer payment of the lump sum to the following fiscal year. This provision will be strictly enforced.

Employees Hired On Or After June 28, 2011

Upon retirement, each Employee *hired on or after June 28, 2011* shall receive at his or her sole option, either a percentage of his or her accumulated sick leave or three (3) calendar months of terminal leave with full pay and benefits, in either case, the Employee shall receive no more than \$15,000.00 for either accumulated sick leave or terminal leave. In the event that a percentage of available sick leave is elected by the Employee then the percentage to be used shall be two percent (2%) for each year of service with a minimum percentage of thirty percent (30%) and a maximum of sixty percent (60%), but no more than \$15,000.00 as stated above. The percentage of available sick leave may be taken, at the Employee's option, as either terminal leave or in a lump sum payment. If a lump sum payment for available sick leave is elected, then the Employee shall so notify the City Manager in writing by November first of the year next preceding the year of retirement.

ARTICLE XXV: WORK INCURRED INJURY

Where an Employee covered under this Agreement suffers a work-connected injury or disability, the Employer shall continue such Employee at full pay, during the continuance of such

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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 provisions of the Workers' Compensation Act shall be paid over to the Employer.

The Employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and, the Employer 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 Employer 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 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 Employee is acting in any Employer authorized activity, 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 or 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 sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

ARTICLE XXVI: PERSONAL LEAVE

Each Employee shall have three (3) personal leave days per year. For the purposes of this clause, an Employee shall not be required to advise his superior of the reason for the personal leave days.

Except in cases of emergency, Employees shall give the Chief of Police three (3) days notice of their intention to take a personal day and must receive approval from the Chief of Police to ensure that the Employer has adequate personnel on hand to perform all necessary functions.

A denial of an application for personal time under this section by the Chief shall only be made for sufficient cause and any such denial may become the subject of a grievance procedure under this Agreement.

Personal leave time under this Article shall be granted to units of not less than one (1) day for each occasion.

If an Employee requests to use personal leave during the year when the personal leave is provided and such request is denied, then such unused personal leave time as may exist shall be carried over into the next calendar year.

Each Employee shall use his best efforts to request and use at least two (2) of his annual personal leave days by December first of the calendar year.

ARTICLE XXVII: BEREAVEMENT LEAVE

All permanent full time Employees covered by this Agreement shall be entitled to three (3) days leave with pay upon the death of a member of his immediate family within the State of New Jersey and up to five (5) days leave if outside the state. All days referenced shall be defined as scheduled working days for the affected Employee and shall be calculated following the date of death.

Immediate family shall include spouse, children, parents, brothers, sisters, grandparents of Employee or spouse.

Such funeral leave shall not be charged against the Employee's vacation or sick leave.

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Any extension of absence under this Article, however, may, at the Employee's option, and with the consent of the Department Head, be charged against available vacation time or be taken without pay for a reasonable period, subject to the approval of the Chief of Police.

In the case of unusual circumstances not specifically covered in this Article, funeral leave may be granted or extended at the discretion of the Chief of Police and with the consent of the City Manager.

ARTICLE XXVIII: LEAVE OF ABSENCE

All permanent full time Employees covered by this Agreement may be granted a leave of absence without pay for a period not to exceed one hundred twenty (120) days.

The Employee shall submit in writing all facts bearing on the request to the Chief of Police or his designated representative who shall append his recommendations and forward the request to the governing body. The governing body shall consider each case on its merits and without establishing a precedent. The Employer will not unreasonably deny an Employee's request for a leave of absence.

This leave is subject to renewal for reasons of personal illness, disability or other reasons deemed proper and approved by the Employer. It shall be granted only when the Employee has used his accumulated sick and vacation leave in the case of illness or his vacation leave if leave without pay is requested for reasons other than illness.

At the expiration of such leave, the Employee shall be returned to the position from which he is on leave and will receive as the date of his return all benefits he would have received had he not taken the leave. His benefits accumulation is tolled during any leave of absence.

Seniority shall be retained during all leaves.

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ARTICLE XXIX: MEDICAL COVERAGE

The Employer and the Association recognize that, although medical coverage benefits are negotiable in bargaining for and arriving at collective bargaining agreements pursuant to P.L.2011, c78, the provisions concerning medical coverage are not negotiable during the term of this Agreement. Employees shall make such contributions towards payment of medical insurance as required by law and Employer shall maintain medical insurance for Employees and their families and shall offer such plans as are equal to or better than the medical insurance benefits currently in effect. All Employees covered by this agreement shall make the full required contributions toward their healthcare benefits coverage premiums as required by P.L.2011, c78 as if this Agreement was entered into and executed on or before January 1, 2015. Said obligations to contribute shall continue at said percentage rate for the duration of this Agreement without change, at the level of full implementation that existed pursuant to Section 39 of P.L.2011, c78 whereby the full premium share payable by Employees was and shall continue to be collected.

The Employer shall provide a full family prescription plan. Effective November 1, 2009, the Employer shall have the option of implementing a prescription co-payment schedule of Five Dollars (\$5.00) for generic prescriptions and Ten Dollars (\$10.00) for brand name prescriptions.

The City will reimburse all active Employees for the cost of eye care examinations and/or prescription ophthalmic goods, up to a maximum of Two Hundred Dollars (\$200.00) per year. This benefit does not apply to retirees and is not cumulative from year to year. Any request for payment under this provision shall be accompanied by a paid receipt for the examination and/or goods. The Employer reserves the right to change carriers so long as equal to or better coverage is provided.

ARTICLE XXX: MEDICAL BENEFITS FOR RETIREES

The Employer shall provide equal to or better health care coverage as that set forth in paragraph a immediately above, to all Employees who retire on or after the effective date of this Agreement who have: a) served a minimum of 25 years of service credit or “Years of Service”, as defined and used by the Police and Fireman’s Retirement System, at the time of retirement as a Police Officer and have met or exceeded the twenty-five (25) year pension retirement requirements as set forth by the applicable New Jersey Pension Statutes regulations promulgated thereunder and PFRS; or, b) satisfy the work incurred disability retirement requirements as set forth by the applicable New Jersey Pension Statutes, regulations promulgated thereunder and PFRS. Medical benefit plan coverage for Employees in retirement shall not exceed the type of coverage and plan type with which they retire. For example, if the Employee retires with a “Gold” individual coverage plan in effect at the time of retirement, then the Employee is entitled only to a “Gold” individual plan in retirement. For further example, if the Employee retires with a “Gold” employee and spouse plan, they cannot change to a family plan in retirement. The Employee, upon retirement as contemplated by this provision, shall be obligated to make contributions towards their medical benefits as set forth in accordance with **Appendix “I”**.

Retirees recognize that it is their obligation to apply for and obtain health coverage through Medicare upon their eligibility for same and that the City will provide additional coverage, which, in the aggregate will meet the equal to coverages as discussed above. In the event that the Retiree reaches the age of eligibility for Medicare benefits, but the Retiree’s spouse is not yet eligible for Medicare benefits, the City shall continue to provide health care coverage to the Retiree’s spouse until such time as said spouse becomes eligible. The City’s obligation to provide healthcare coverage to a retiree’s child or family expires upon the retiree’s eligibility for Medicare. The City’s obligation

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to provide healthcare benefits to a Retiree's spouse under this provision expire upon divorce and shall not extend to a Retiree's spouse if such retiree marries after retirement.

AS TO RETIREES HIRED ON OR AFTER JANUARY 1, 2023

All Employees that were hired on or After January 1, 2023 shall not be entitled to any healthcare coverage provided by the City upon retirement.

ARTICLE XXXI: INSURANCE

Section 1.

The Employer will continue to provide existing insurance coverage to Employees 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.

Section 2.

False Arrest Insurance, *etc.* – In the event of a civil action against any Employee for conduct arising in, or out of, the course of his employment, the City shall pay any adverse judgment, save harmless and protect such Employee from any financial loss resulting therefrom. Each Employee shall also be covered by a minimum policy of Three Hundred Thousand Dollars (\$300,000.00) in insurance holding him harmless for all actions arising in or out of the course of his employment including actions for false arrest, excessive force and the like. The provision of First Aid, whether on or off duty, is considered law enforcement activity and is covered by this Article.

ARTICLE XXXII: LIFE INSURANCE

The Employer will provide, at its own cost and expense and without cost to the Employee, a life insurance policy in the exact amount of Two Thousand Dollars (\$2,000.00) per Employee, with a double indemnity provision.

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ARTICLE XXXIII: BULLETIN BOARD

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

The bulletin Board shall be for the use of the Association for the posting of notices and bulletins pertaining to Association business and activities or matters dealing with the welfare of Employees.

No matter may be posted without receiving permission of the officially designated Association representative.

Any bulletins deemed detrimental to the operation of the Department may be rejected for posting by the Chief of Police.

However, approval for posting shall not be unreasonably withheld.

ARTICLE XXXIV: CEREMONIAL ACTIVITIES

In the event a Police Officer in another Department in the State of New Jersey is killed in line of duty, the Employer shall provide at least one (1) uniformed on duty Police Officer of the Department to participate in funeral services for the said deceased officer subject to availability of manpower. There shall be no limitation on attendance at such ceremonies by off duty officers.

Subject to the availability of same, the Employer will permit a Department 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 services unless otherwise agreed to by the Chief of Police.

ARTICLE XXXV: PERSONNEL FILES

A separate personal history file shall be established and maintained for each Employee 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 personal file but this appointment for review must be made through the Chief of Police or his designated representative.

Whenever a written complaint concerning an officer or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file.

All personal history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom.

ARTICLE XXXVI: MILITARY LEAVE

Military leave for Employees training or serving with the National Guard or the Armed Forces of the United States will be granted in accordance with the laws applying to such cases.

ARTICLE XXXVII: PENSION

The Employer shall provide pension and retirement benefits to Employees covered by this Agreement pursuant to provisions of the statutes and the laws of the State of New Jersey.

The Employer will pay to the appropriate Police Retirement Fund all amounts which the Fund will accept on account of any payments made to Employees pursuant to this Agreement.

It is agreed that in the event that the parties have a dispute as to whether a payment should or should not be made to the appropriate police retirement fund, then, and in that event, resolution of the said dispute shall be made by the appropriate fund and the parties to this Agreement agree to be bound thereby.

ARTICLE XXXVIII: GRIEVANCE PROCEDURE

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

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For the purposes of this Agreement, the term “grievance” means any complaint, difference or dispute between the Employer and any Employee or a group of Employees with respect to the interpretation, application or violation of policies, agreements or administrative decisions affecting them, or any violation of the provisions of this Agreement.

The procedure for settlement of grievances shall be as follows:

1. **STEP ONE** – In the event that any Employee covered by this Agreement has a grievance within four (4) working days of the occurrence of the event being grieved, the Employee shall discuss it informally with his immediate supervisor. The supervisor shall decide the grievance within two (2) working days after the grievance is presented to him.

2. **STEP TWO** – If no satisfactory resolution of the grievance is reached at Step One, then within two (2) working days the grievance shall be presented in writing to the Division Commander in charge of the unit to which the grievant is assigned. The Division Commander shall render a decision within five (5) working days after the grievance was presented to him.

3. **STEP THREE** – If no satisfactory resolution of the grievance is reached at Step Two, then within two (2) working days the grievance shall be presented in writing to the Chief of Police. The Chief shall render a decision within five (5) working days after the grievance was first presented to him. In the absence of the Chief, the grievance shall be presented to the Captain in charge of the Department for determination.

4. **STEP FOUR** – If the Association wishes to appeal the decision of the Chief of Police (or the Captain in charge if the Chief is absent), it shall be presented in writing to the Garfield City Manager or his or her delegated representative, within five (5) working days of the Chief's decision from which the Employee seeks relief. This presentation shall:

- a. Be on the form designated by the City Manager which shall be made available upon request of the Employee and shall include a clear and specific statement of the facts

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giving rise to the grievance, the specific section(s) of this Agreement, policy or procedure that the Employee believes the City violated;

- b. Include copies of grievances submitted by the Employee for the prior Steps;
- c. Include copies of the Grievance responses provided by the Division Commander and the Chief;
- d. Include any and all documents, items of evidence or materials that are relevant to the grievance which are in the Employee's possession or control or that are readily accessible; in the event that the materials are known to the Employee but not in the Employee's possession or control, same shall be specifically referenced in the Grievance submission.

The City Manager or his or her delegated representative may give the Association the opportunity to be heard and shall give his or her decision in writing within ten (10) working days of receipt of the written grievance.

ARTICLE XXXIX: ARBITRATION

1. If no satisfactory resolution of the grievance is reached at Step Four, then within five (5) working days of the date of the City Manager's or his or her designee's decision, the grievance shall be referred to the Public Employment Relations Commission for the selection of an arbitrator, pursuant to the rules of said Agency. 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. The parties specifically reserve their rights to go to Court following such an arbitration award and to move to vacate or confirm said arbitration award pursuant to the Rules of Court.

2. The Arbitrator shall have no authority to add to or subtract from the Agreement.

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 City Manager or his or her

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representative on the grievance. 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 therein direct the arbitrator not to accept or to decide any matter in dispute that is subject to Civil Service Commission review and decision.

4. No Employee covered by this Agreement shall have the individual right to process his or her grievance through arbitration as such right is exclusively retained by the Association. Any grievance brought to arbitration pursuant to this Agreement shall only be brought by the Association.

5. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. 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 at any step in the Grievance Procedure.

ARTICLE XL: SAVINGS CLAUSE

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the administrative procedures and practices in force on said date, shall continue to be so applicable during the terms of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any employee benefit existing prior to its effective date.

If any such provisions are deemed invalid as a matter of law, by enactment of law or regulation, the Employer and the Association will meet for the purpose of negotiating changes made necessary by applicable law and/or regulation.

ARTICLE XLI: OFF DUTY POLICE ACTION

Since all Police Officers are presumed to be subject to duty twenty-four (24) hours per day, the parties agree to the following:

Any action taken by a member of the force on his time off, which would have been taken by an officer on active duty if present or available, shall be considered police action, and the Employee shall have all of the rights and benefits concerning such action as if he were then on active duty.

Recognizing that the Employer and its residents benefit from the additional protection afforded them by armed off duty Police Officers, and further recognizing the weighty responsibility hazards confronting such armed off duty Police Officers, the Employer agrees to pay such Employees an additional sum of One Dollar (\$1.00) per year which shall be deemed paid as a part of the Employee's base annual wage.

ARTICLE XLII: AMENDMENT OF LAW

Any provision of this Agreement requiring state legislative action to permit its implementation by amendment of law shall not be effective until the appropriate state bodies have acted.

ARTICLE XLIII: TRAVELING EXPENSE

Any Police Officer shall be paid for transportation, if not provided, while attending any policy academy or other in-service training institutions or while on any official assignment when an official car is not available or provided. In such cases he shall be paid at the then current rate per mile as established by the IRS.

**ARTICLE XLIV: RETURN FROM AUTHORIZED LEAVES OF ABSENCE WITHOUT
PAY**

Employees returning from authorized leaves of absence without pay as set forth in this Agreement shall be restored to their original classification at the appropriate rate of pay, with no loss of seniority or other Employee rights, privileges, or benefits, provided, however, that sick leave and longevity credits shall not accrue with the exception of those on military leave.

ARTICLE XLV: YEARLY CALENDAR

Except as otherwise modified by this Agreement, the present calendar and scheduling procedures are to remain in full force and effect pursuant to present practices.

The calendar showing the yearly schedule and assignments shall be posted at a conspicuous location and available for review by Employees no later than January 15, of each year.

ARTICLE XLVI: REPLACEMENTS

1. No full time Employee covered by this Agreement shall be replaced by any non-police, part time or other personnel except as provided in Section C below.

2. No post presently filled by a full time Employee covered by this Agreement shall be covered by any non-police, part time or other personnel, except as provided in Section C below. The Employer may use civilians as an assistant to police for clerical duties.

3. The PBA and the City of Garfield agree to the limited use of "parking enforcement officers" for the specific and limited use for enforcement of the various parking ordinances of the of Garfield currently existing, as same may be further amended and or newly adopted.

ARTICLE XLVII: MATERNITY LEAVE

Female Police Officers shall advise the Employer of a pregnancy. The rights of a female Police Officer shall include but not be limited to the following provisions:

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1. The female Police Officer shall be permitted to work her normal duties so long as such work is permitted by a doctor's note. The doctor shall be a physician of the female Police Officer's own choosing.

2. In addition to the other provisions of this Article, the female Police Officer shall be permitted to use accumulated sick time, compensatory time off and any other accumulated time benefits which she may have during the period of her pregnancy and the period following childbirth.

3. In addition an Employee with one (1) year or more of service shall be granted, on thirty (30) days notice, maternity leave without pay, for up to twelve (12) months duration and shall be returned to work without loss of seniority or benefits provided she notifies the Chief of Police no later than after six (6) months of leave that she intends to return.

4. The female Police Officer shall at all times be kept at full benefits and shall be considered as on active duty for all compensation purposes.

5. Upon return to active duty status, the female Police Officer shall be placed in the same position which she held before departing for maternity status.

ARTICLE XLVIII: NO WAIVER

Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof.

This Agreement is not intended and shall not be construed as a waiver or any right or benefit to which the Employees herein are entitled by law.

ARTICLE XLIX: CHANGES AND MODIFICATIONS

Any changes or modifications in terms and conditions of employment shall be made only through negotiation with the Association.

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Association before they are established.

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In the event the appropriate State Pension Board or Rules and Regulations relating thereto enacts modifications which modifications would inure to the benefit of the Employees if they were incorporated herein they shall be deemed incorporated herein without further action by or between the parties hereto.

ARTICLE L: SENIORITY

Traditional principles of seniority shall apply to Employees covered by this Agreement. Such principles shall apply to lay off, recall and transfer. Seniority is defined to mean the accumulated length of service with the Department, computed by time in grade for each rank. In the event time in grade cannot be determined by date of rank, then in that event time in service by date of appointment shall apply. An Employee's length of service shall not be reduced by time lost due to an absence from his employment for bona fide illness or injury certified by a physician not in excess of one (1) year. Such a certification shall be subject to review by the Police Surgeon, if any, or any physician mutually acceptable to the parties.

ARTICLE LI: PBA BUSINESS

The Employer agrees to grant the necessary time off without loss of pay to the three (3) members of the PBA selected by the members of the PBA as delegates to attend any state or county convention of the New Jersey Policemen's Benevolent Association. Further, the Employer agrees to grant the necessary time off without loss of pay to the PBA representative duly designated as the State Delegate to attend the monthly State PBA meeting.

Delegates to a PBA convention shall have the right to charge their RDOs so as to preserve their RDOs which occur during convention period. (Award of Arbitrator J. Weisblatt 9-16-09, AR-2009-362).

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ARTICLE LII: AGENCY SHOP CLAUSE

Any permanent Employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new permanent Employee who does not join within thirty (30) days of initial employment within the unit, and any permanent Employee previously employed within the unit who does not join within ten (10) days of re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees, and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union 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 Union and the Employer.

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

ARTICLE LIII: EQUIPMENT

The equipment of said vehicles shall include, but not be limited to, the following equipment; automatic transmission, power steering, power brakes, air conditioning, interior lighting package, automatic trunk release, roof rack with electronic siren and lights, oxygen, first aid kit, flares and fire extinguishers.

All marked vehicles shall be equipped with twelve (12) gauge shotguns and cages.

ARTICLE LIV: TERM OF CONTRACT

This Agreement shall take effect upon the execution thereof and shall have a term from January 1, 2023 through December 31, 2027.

The terms and conditions of this Agreement shall remain in full force and effect until a successor agreement is executed. However, with respect to all salaries, there shall be no movement within the salary guide upon expiration of this Agreement and until such time as a new agreement is reached between the parties. All retroactive payments which may be due as a result of a new agreement shall be governed by the new agreement.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have set their hand and seals this _____
day of January, 2023.

ATTEST:

CITY OF GARFIELD

Andrew T. Hassler

E. Delaney

ATTEST:

POLICEMEN'S BENEVOLENT
ASSOCIATION, LOCAL 46

[Signature] #291
President PBA Local #46

[Signature] #205
State Delegate PBA #46

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APPENDIX A

SALARIES

(Employees hired on or before July 1, 2015)

		1/1/22	1/1/23	1/1/24	1/1/25	1/1/26	1/1/27
	PATROL OFFICER:						
0	During 1 st Year	\$32,591	\$33,569	\$34,576	\$35,613	\$36,681	\$37,781
1	Upon Completion of 1 st Year	\$42,999	\$44,289	\$45,618	\$46,987	\$48,397	\$49,849
2	Upon Completion of 2 nd Year	\$53,411	\$55,013	\$56,663	\$58,363	\$60,114	\$61,917
3	Upon Completion of 3 rd Year	\$63,822	\$65,737	\$67,709	\$69,740	\$71,832	\$73,987
4	Upon Completion of 4 th Year	\$74,233	\$76,460	\$78,754	\$81,117	\$83,551	\$86,058
5	Upon Completion of 5 th Year	\$84,644	\$87,183	\$89,798	\$92,492	\$95,267	\$98,125
6	Upon Completion of 6 th Year	\$95,052	\$97,904	\$100,841	\$103,866	\$106,982	\$110,191
7	Upon Completion of 7 th Year	\$105,465	\$108,629	\$111,888	\$115,245	\$118,702	\$122,263
8	Upon Completion of 8 th Year	\$131,821	\$135,776	\$139,849	\$144,044	\$148,365	\$152,816
	Investigator	\$138,973	\$143,142	\$147,436	\$151,859	\$156,415	\$161,107
	Sergeant	\$140,298	\$144,507	\$148,842	\$153,307	\$157,906	\$162,643
	Lieutenant	\$144,083	\$151,661	\$156,211	\$160,897	\$165,724	\$170,696
	Captain	\$151,810	\$163,794	\$168,708	\$173,769	\$178,982	\$184,351
	Deputy Chief	\$159,362	\$171,984	\$177,144	\$182,458	\$187,932	\$193,570

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APPENDIX B

SALARIES

(Employees hired on or after July 2, 2015 through June 30, 2018)

		1/1/22	1/1/23	1/1/24	1/1/25	1/1/26	1/1/27
	PATROL OFFICER:						
0	Probationary Step	\$28,000	\$28,840	\$29,705	\$30,596	\$31,514	\$32,459
1	Upon Completion of 1 st Year	\$38,000	\$39,140	\$40,314	\$41,523	\$42,769	\$44,052
2	Upon Completion of 2 nd Year	\$45,399	\$46,761	\$48,164	\$49,609	\$51,097	\$52,630
3	Upon Completion of 3 rd Year	\$52,799	\$54,383	\$56,014	\$57,694	\$59,425	\$61,208
4	Upon Completion of 4 th Year	\$60,198	\$62,004	\$63,864	\$65,780	\$67,753	\$69,786
5	Upon Completion of 5 th Year	\$67,598	\$69,626	71,715	\$73,866	\$76,082	\$78,364
6	Upon Completion of 6 th Year	\$74,997	\$77,247	\$79,564	\$81,951	\$84,410	\$86,942
7	Upon Completion of 7 th Year	\$82,397	\$84,869	\$87,415	\$90,037	\$92,738	\$95,520
8	Upon Completion of 8 th Year	\$89,796	\$92,490	\$95,265	\$98,123	\$101,067	\$104,099
9	Upon Completion of 9 th Year	\$97,196	\$100,112	\$103,115	\$106,208	\$109,394	\$112,676
10	Upon Completion of 10 th Year	\$104,595	\$107,733	\$110,965	\$114,294	\$117,723	\$121,255
11	Upon Completion of 11 th Year	\$111,995	\$115,355	\$118,816	\$122,380	\$126,051	\$129,833
12	Upon Completion of 12 th Year	\$131,821	\$135,776	\$139,849	\$144,044	\$148,365	\$152,816
	Investigator ¹	\$7,152 plus base pay	\$7,366, plus base pay	\$7,587, plus base pay	\$7,815, plus base pay	\$8,050, plus base pay	\$8,291, plus base pay

¹ Investigator is not a promotion as defined by Civil Service or the City of Garfield and is an assignment. There is no investigator step in this guide. Investigators are entitled a gross base pay of their respective step plus the investigator payment. For example, if an Employee is on the 10th step of the guide in year 2023 and is an investigator, said Employee's gross base pay shall be \$111,747.

10 EOD [Signature]

	Sergeant	\$140,298	\$144,506	\$148,842	\$153,307	\$157,906	\$162,643
	Lieutenant	\$144,083	\$151,661	\$156,211	\$160,897	\$165,724	\$170,696
	Captain	\$151,810	\$163,794	\$168,708	\$173,769	\$178,982	\$184,351
	Deputy Chief	\$159,362	\$171,984	\$177,144	\$182,458	\$187,932	\$193,570

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APPENDIX C

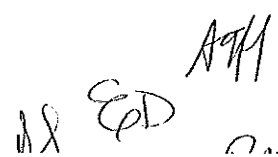
SALARIES

(Employees hired on or after July 1, 2018)

		1/1/22	1/1/23	1/1/24	1/1/25	1/1/26	1/1/27
	PATROL OFFICER:						
0	Academy Step ²	\$28,000	\$28,840	\$29,705	\$30,596	\$31,514	\$32,459
1	Upon Completion of the Academy Step.	\$38,000	\$39,140	\$40,314	\$41,523	\$42,769	\$44,052
2	Upon Completion of 2 nd Year	\$45,399	\$46,761	\$48,164	\$49,609	\$51,097	\$52,630
3	Upon Completion of 3 rd Year	\$52,799	\$54,383	\$56,014	\$57,694	\$59,425	\$61,208
4	Upon Completion of 4 th Year	\$60,198	\$62,004	\$63,864	\$65,780	\$67,753	\$69,786
5	Upon Completion of 5 th Year	\$67,598	\$69,626	\$71,715	\$73,866	\$76,082	\$78,364
6	Upon Completion of 6 th Year	\$74,997	\$77,247	\$79,564	\$81,951	\$84,410	\$86,942
7	Upon Completion of 7 th Year	\$82,397	\$84,869	\$87,415	\$90,037	\$92,738	\$95,520
8	Upon Completion of 8 th Year	\$89,796	\$92,490	\$95,265	\$98,123	\$101,067	\$104,099
9	Upon Completion of 9 th Year	\$97,196	\$100,112	\$103,115	\$106,208	\$109,394	\$112,676
10	Upon Completion of 10 th Year	\$104,595	\$107,733	\$110,965	\$114,294	\$117,723	\$121,255
11	Upon Completion of 11 th Year	\$111,995	\$115,355	\$118,816	\$122,380	\$126,051	\$129,833
12	Upon Completion of 12 th Year	\$121,908	\$125,565	\$129,332	\$133,212	\$137,208	\$141,324
13	Upon Completion of 13 th Year	\$131,821	\$135,776	\$139,849	\$144,044	\$148,365	\$152,816
	Investigator ³	\$7,152 plus base pay	\$7,366, plus base pay	\$7,587, plus base pay	\$7,815, plus base pay	\$8,050, plus base pay	\$8,291, plus base pay

² Academy Step concludes upon successful completion of the police academy.

³ Investigator is not a promotion as defined by Civil Service or the City of Garfield and is an assignment. There is no investigator step in this guide. Investigators are entitled a gross base pay of their respective step plus the investigator payment. For example, if an Employee is on the 10th step of the



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	Sergeant	\$140,298	\$144,506	\$148,842	\$153,307	\$157,906	\$162,643
	Lieutenant	\$144,083	\$151,661	\$156,211	\$160,897	\$165,724	\$170,696
	Captain	\$151,810	\$163,794	\$168,708	\$173,769	\$178,982	\$184,351
	Deputy Chief	\$159,362	\$171,984	\$177,144	\$182,458	\$187,932	\$193,570

guide in year 2023 and is an investigator, said Employee's gross base pay shall be \$111,747.

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APPENDIX "D"

LONGEVITY

FOR ALL EMPLOYEES HIRED ON OR BEFORE JULY 1, 2015

After five (5) years of completed service.....	4%
After ten (10) years of completed service.....	5%
After fifteen (15) years of completed service.....	6%
After twenty (20) years of completed service.....	7%
After twenty-three (23) years of completed service.....	9%

FOR ALL EMPLOYEES HIRED ON OR AFTER JULY 2, 2015 THROUGH DECEMBER 31, 2022

After twelve (12) years of completed service.....	\$2,000.00
After fifteen (15) years of completed service.....	\$2,000.00
After sixteen (16) years of completed service.....	\$3,000.00
After twenty (20) years of completed service.....	\$4,000.00
After twenty-three (23) years of completed service.....	\$4,000.00
After twenty-four (24) years of completed service.....	\$5,000.00 (max)

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APPENDIX "E"

Section 1.

All members of the Police Department of Garfield shall be entitled to receive, in addition to their regular salary and wage benefits, a credit in the sum of Thirty Dollars (\$30.00) for each credit hour completed in an accredited institution of higher education. Each member of the Police Department shall be entitled to receive said credit in each calendar year provided, however, that he has been a member of the Garfield Police Department for a period three (3) years or more, and he shall continue to pursue a course of study to attain either an associate degree or a bachelor's degree. In the event any officer ceases to pursue his required credits towards an associate degree for a period exceeding two (2) years, then in that event the City shall cease paying the credit allowances accrued to date. Further, each Employee shall be entitled to receive payment up to a total of one hundred twenty-eight (128) credits.

Section 2.

Each member of the Police Department requesting credit shall submit a certification from the institution that he or she has successfully completed the credits, the specific courses and programs under which the credits were completed and verification that the same were pursued towards the attainment of a degree in any course of study relating to law enforcement including but not limited to Police Science, Psychology, Criminal Justice and Sociology.

Section 3.

The question of which credits and courses are compensable shall be subject to a study and decision by a committee to be designated by the parties hereto. The committee shall consist of two (2) members representing the City and three (3) members representing the Association. After the committee makes the determination as to which credits and courses are compensable, an amendment shall be added to this Agreement indicating these specific credits and courses. Only

18 EED AM
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those credits and courses approved by the study committee will be subject to compensation. The study committee shall retain jurisdiction to consider the eligibility of new courses. The study committee shall have the power to review the one hundred twenty-eight (128) credit standard established under Section 1 above.

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APPENDIX "F"

VACATION SCHEDULE

6 months to 10 years.15 working days

11 years to 17 years.21 working days

18 years and over. 28 working days

Pitman – For those Employees in the uniformed division and working the modified Pitman

6 months to 10 years10 working days

11 years to 17 years14 working days

18 years and over19 working days

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APPENDIX "G"

HOLIDAYS

New Year's Day

Columbus Day

Lincoln's Birthday

Veteran's Day

Washington's Birthday

Election Day

Good Friday

Thanksgiving Day

Memorial Day

Friday following Thanksgiving Day

Independence Day

Christmas Day

Labor Day

Martin Luther King's Birthday

Juneteenth Day

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APPENDIX "H"

Except as otherwise modified by this Agreement, the present sick leave program shall continue in full force and effect.

1. Each Employee shall be entitled to fifteen (15) sick leave days per year which shall be cumulative from year to year. Employees accumulate sick leave at the rate of 1.25 days per month over the work year.
2. Partial absences from duty due to sick leave shall be calculated to the nearest half hour per calendar year and shall be deducted from accumulated sick leave at the end of the calendar year in eight (8) hour segments (eg. 8 – 15 ½ hrs./1 day; 16 to 23 ½ hrs./2 days, etc.). (3/1/82 Arbitration).
3. The procedure referred to above shall become effective on February 10, 1982 and members of the unit shall not suffer deductions from sick leave for partial absences prior to that date. (3/1/82 Arbitration).

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APPENDIX "P"

Healthcare Contributions for Retirees:

Employee	Retiree Only	Retiree plus Child	Retiree plus Spouse	Family
Any Employee hired before January 1, 2023	2.0%	3.0%	4.0%	4.5%

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