

AGREEMENT

BETWEEN

BOROUGH OF PARAMUS

AND

PARAMUS PBA LOCAL NO. 186

JANUARY 1, 2014 THROUGH DECEMBER 31, 2020

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THIS Agreement made this 19 day of Jan, 2017, by and between the **BOROUGH OF PARAMUS**, a municipal corporation of the State of New Jersey [hereinafter called "Borough"] and the **PARAMUS POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 186**, a collective bargaining representative of certain Police Department personnel [hereinafter called "PBA"].

WHEREAS, both parties to this Agreement are desirous of reaching an amiable understanding with respect to the Employer-Employee relationship existing between them and wish to enter into a complete agreement covering the terms and conditions of employment,

WHEREAS, the parties have by good faith collective bargaining reached an agreement with respect to such terms and conditions of employment;

NOW, THEREFORE, in consideration of mutual promises and covenants hereinafter set forth, the parties agree as follows:

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ARTICLE I

RECOGNITION

The Borough recognizes the PBA as the sole exclusive representative for all Officers holding the positions of Patrolman, Traffic Officer, Detective, Sergeant, Traffic Sergeant, Detective Sergeant, Lieutenant, Patrol Lieutenant, Detective Lieutenant and Captain regardless of assignment of the Paramus Police Department. This contract is meant to cover sworn Police personnel only.

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ARTICLE II

MISCELLANEOUS

Section 1.

In all references to any parties, persons, entities or corporation, the use of any particular gender or the plural or singular shall be deemed to refer to and include the appropriate gender or number, as the text may require.

Section 2.

All the terms, covenants and conditions herein contained shall inure to the benefit of and shall bind the respective parties hereto, their legal representatives, successors and assigns.

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ARTICLE III

DURATION

Section 1.

The duration of this Agreement shall be from January 1, 2014 through December 31, 2020.

Section 2.

In the event the parties do not enter into a new Agreement on or before midnight of December 31, 2020, then this Agreement shall continue in full force and effect from month to month, subject to being terminated upon written notice by either party at least thirty (30) days prior to any intended expiration date.

Section 3.

All notices shall be served by either party on the other party stating such intention to terminate or amend this Agreement and shall be sent by certified mail, return receipt requested, in the case of the Borough to the Borough Clerk at the Municipal Building, and in the case of the PBA to the President of the PBA, Local No. 186 at the Borough Police Department.

Section 4.

This Agreement will have retroactive effect from the date of execution to January 1, 2014.

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ARTICLE IV

MEETINGS

The PBA agrees that they shall submit proposed changes in the contract no later than forty-five (45) days prior to December 31st, and may, at their option, submit proposed changes at any time between August 1st and November 15th. The Borough shall reply within thirty (30) days of receipt of the PBA proposals and present such reply at a meeting with the PBA representatives at the conclusion of which a subsequent meeting shall be scheduled no later than thirty (30) days thereafter, and further subsequent meeting shall be scheduled at intervals of no more than thirty (30) days until the conclusion of the negotiations by an agreement to the contract.

Subject to mutual agreement and vacation schedules, the PBA may submit proposals prior to August 1st of the contract expiration.

In any event, the provisions of this clause shall be subordinate to and in no way conflict with the rules of the Public Employment Relations Commission as they may be amended from time to time.

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ARTICLE V

NEW JERSEY EMPLOYER-EMPLOYEE RELATIONS ACT

The parties recognize and affirm that their relationship is covered by the "New Jersey Employer-Employee Relations Act", and they agree in the conduct and procedures of their collective negotiations to be bound by the rules and regulations of the New Jersey Public Employment Relations Commission.

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ARTICLE VI

NEGOTIATION PROCEDURES

1. The collective negotiation with respect to rates of pay, hours of work or conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties and such additional agents or persons as each party shall designate as its negotiating team.

2. Collective negotiation meeting shall be held at times and places mutually convenient at the request of either the Borough or the PBA.

3. Employees of the Borough who may be designated by the PBA to participate in collective negotiations will be excused from police assignments, provided that their absence from duty will not interfere seriously with the operation of the Borough Police Department in the opinion of the Chief of Police.

4. The duly authorized negotiating agent of either the Borough or PBA shall not be required to be an Employee of the Borough.

5. Members of the negotiation committee shall be permitted to attend all committee meetings while on duty provided their absence from duty will not create an emergency situation which seriously impairs the operation of the Police Department.

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6. The parties agree to establish a schedule review committee. The committee shall be composed of an equal number of Employer and Employee organization representatives. Meetings would be conducted for the purpose of evaluating schedule alternatives and for the purpose of improving police service to the public and maximizing available resources. The committee shall meet regularly, not less than once per month and would prepare a written report making appropriate recommendations within six (6) months of its creation. The result of said committee's actions shall be urged for positive review and acceptance by both the municipal council and the PBA. The committee shall consist of no more than 3 representatives from each side.

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ARTICLE VII

MANAGEMENT OF THE BOROUGH'S AFFAIRS

The PBA recognizes that areas of responsibility must be reserved to the Borough if the governing body of the Borough is to serve the public effectively. Therefore, the right to manage the affairs of the Borough and to direct the working forces and operations of the Borough, subject only to the limitations of this Agreement and applicable State Law, is vested in and retained by the Borough exclusively.

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ARTICLE VIII

EFFECT OF EXISTING MUNICIPAL ORDINANCES

The provisions of all municipal ordinances and resolutions dealing with negotiable terms and conditions of employment which are applicable to members of the bargaining unit shall remain in full force and effect except as modified herein during the term of this Agreement and shall be incorporated in this Agreement as if set forth herein at length.

Title 40 and Police Ordinance Chapter 17 of Revised Ordinances of Borough of Paramus are applicable to members of the Police Department.

Any inconsistencies between the negotiated contract and the Borough Ordinances, the contract shall supersede.

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ARTICLE IX

NO STRIKE

It is recognized that the need for continued and uninterrupted operation of the Borough's Department and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, parties hereto agree that there will not be and that the PBA, its officers, members, agents, or principals will not engage in, encourage, sanction, or suggest strikes, slowdowns, lockouts, mass resignations, mass absenteeism or other actions which would interfere with the normal operation of the Police Department.

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ARTICLE X

CONTINUED WORK OPERATIONS

Section 1.

Neither the PBA nor any of its members shall engage in any job action, strike, work stoppage, sit down, slow down, sick call action, boycott or any other interference with the operations of the Borough during the term of the Agreement. The PBA agrees that it will use its best efforts to prevent acts forbidden herein on the part of its Employees or group of Employees and in the event any such acts by an Employee take place, the PBA agrees to use its best efforts to cause immediate cessation thereof.

Section 2.

The Borough will not engage in any lock out of Employees covered by this Agreement during the terms thereof.

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ARTICLE XI

NON-DISCRIMINATION

There shall be no discrimination, interference, or coercion by the Borough or any of its agents against the Employees represented by the PBA, the PBA, or any of its member's activity in the PBA. The PBA or any of its agents shall not intimidate or coerce Employees into membership. Neither the Borough nor the PBA shall discriminate against any Employees because of race, creed, color, age, sex or national origin.

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ARTICLE XII

HOURS OF WORK

Patrol Division

The schedule for the Patrol Division shall be four (4) days on and four (4) days off (referred to as a "4/4") working eleven (11) hour steady shifts. On each shift the officers shall have one (1) forty-five (45) minute meal break and two (2) fifteen (15) minute breaks.

Shifts:

- 0430-1530
- 0630-1730
- 0830-1930
- 1530-0230
- 1730-0430
- 1930-0630

Officers in the Patrol Division shall bid on shifts based upon seniority once per year, at the end of each year for the following calendar year.

Patrol Lieutenants shall be entitled to five (5) additional days off annually to compensate said position for the requirement of coming in early for reporting and preparation purposes. Patrol Officers, Sergeants, and Lieutenants shall be entitled to two (2) days compensatory time, one to be provided in January and the second to be provided in July.

Patrol Sergeants shall be entitled to three (3) additional days off annually to compensate said position for performing additional administrative duties.

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Detective Bureau

Employees working in the Detective Bureau shall work the following schedule:

Week 1: Monday, Tuesday, Friday, Saturday

Week 2: Tuesday, Wednesday, Thursday

Week 3: Monday, Tuesday, Friday, Saturday

Week 4: Wednesday, Thursday, Friday

Employees working in the Detective Bureau shall rotate shifts as follows:

Two (2) weeks on Day Shift

Two (2) weeks on Mid-Day Shift

Two (2) weeks on Evening Shift

Detective Shifts:

0700-1800

1100-2200

1300-0000

Sundays shall be on call on a rotating basis. All sworn personnel through the rank of Detective Sergeant shall be assigned on call time on a rotating basis on Sundays from 0000 hours to Monday 0000 hours. If the Day Shift Detective is called in early, his/her eleven hour shift shall begin at the time of notification.

Investigative personnel shall earn overtime only if they are called in for an unusual assignment outside the scope of normal investigative procedures, such as a stakeout for a specified period of time. Detectives shall receive a total of five (5) days compensatory time off for said time so spent in recognition of additional hours

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of work. Detective Sergeants shall receive a total of eight (8) days compensatory time off for said time so spent in recognition of additional hours of work. Detective Lieutenants shall receive a total of ten (10) days compensatory time off for said time so spent in recognition of additional hours of work. The days off identified in this paragraph shall be compensation for general continuing investigations and not for extraordinary events.

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ARTICLE XIII

SCHEDULES

Officers shall not have their schedules changed on less than seventy-two (72) hours notice except in the event of an emergency.

In no event, except by mutual agreement, shall there be less than eight (8) hours of off duty time between consecutive work days.

All tour changes shall be in writing and email and dated on the date that the man personally received the change. An officer can only be moved one (1) shift up or one (1) shift down.

In the event a position must be filled where the employer has advance notice, it will first be open to volunteers. If there are no volunteers, the position shall be filled with the most junior officer. An officer can only be moved one (1) shift up or one (1) shift down. A list for mandatory overtime shall be maintained and available for review by all officers.

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ARTICLE XIV

OVERTIME

Section 1.

A. Any member of the bargaining unit who performs overtime shall have the option of being compensated at time and one-half (1½) his/her regular rate or taking compensatory time at time and one-half (1½) his/her regular rate to be maintained in a compensatory time bank.

Section 2.

The Compensatory Time Off Bank maximum shall be twenty-five (25) days. After twenty-five (25) days the Employee must take such extra days off within thirty (30) days. All Employees presently over the twenty-five (25) day maximum accumulation shall have twelve (12) months after date of agreement to reduce their time back to twenty-five (25) days. In case of death, the estate of the Employee shall receive in cash the accumulated time back days at the daily rate at the time of the Employee's death. In case of disability retirement, the Employee shall receive in cash the value of accumulated time back days at the Employee's daily rate at the time of retirement. All time back days accumulated by the Employee shall be used up before normal retirement. The Officer in charge of the Division affected shall have the right to assign days off to anyone who does not use up his accumulated time back of over twenty-five (25) days after the first twelve (12) month period. The same shall hold for

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the thirty (30) day time period of accumulated twenty-five (25) days. If the Employee does not take any days over twenty-five (25) during the thirty (30) day period the days shall be assigned by the Officer in charge of the Division.

Section 3.

An overtime book shall be kept in each Division. It shall be the responsibility of the Officer to enter his name in the book when he is available to work during his off duty hours. The Officers on the list shall be called on a rotating basis based upon the least amount of overtime hours being first called. In the event officers have the same amount of overtime hours, seniority shall be used to determine which officer has priority. If the overtime is refused by all of the Officers on the list, officers shall be selected by reverse seniority by telephone notification. The employer shall have the right to assign overtime to personnel with special skills to meet specific special need situations. A list for mandatory overtime shall be maintained and available for review by all officers.

If less than three (3) hours of overtime are to be offered, on-duty officers shall be called on a rotating basis based upon the least amount of overtime hours being first called. In the event officers have the same amount of overtime hours, seniority shall be used to determine which officer has priority. If the overtime is refused by all of the Officers on the list, on-duty officers shall be selected by reverse seniority. A list for mandatory overtime shall be maintained and available for review by all officers.

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Section 4.

In the event of scheduled overtime the Officer so scheduled shall be guaranteed of a minimum of three (3) hours pay except when the overtime precedes or follows a working tour then the overtime shall be time and one-half (1½) for each hour worked.

Section 5.

Effective at the date of signing of this contract persons serving in the rank of Captain shall no longer be eligible to receive overtime, time back or any other type of compensation for time worked beyond their normal work hours. Any accrued compensatory time remains.

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ARTICLE XV

RIGHT OF FIRST REFUSAL

The past practices of the Borough to employ special personnel for certain duties carried out by the Department shall continue.

However, regular Police who are off duty shall be offered the first opportunity to work overtime for park patrols, crowd control, criminal court hearing and strike duty when the on duty force is inadequate.

No Employee covered by this Agreement shall be replaced by any non-Police or special person during the term of this Agreement. No post presently filled or position presently filled by an Employee covered by this Agreement shall be abolished, impaired or filled by any non-regular Police personnel.

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ARTICLE XVI

MEDICAL COVERAGE

Section 1. - Hospitalization

The Borough shall provide all Employees covered by this Agreement and all retirees with New Jersey Public Employees Standard Blue Cross-Blue Shield Major Medical Plan including extended Rider "J" or its equivalent (see Section 4 of this Article). The Employees shall contribute to the cost of their medical coverage as required by law. In the event there is no legal requirement to contribute to medical costs, the terms of the collective bargaining agreement shall control.

Section 2. - Dental Insurance

The Borough agrees to undertake the administrative costs of making deductions and payments to a group dental insurance carrier, it being understood that the premium costs must be paid by the Employee. Effective January 1, 1988 the Borough shall provide all Employees covered by this Agreement with a full family plan of Dental Insurance. The Dental Insurance Program shall be the Delta Dental Plan or other equivalent to that Dental Insurance Plan currently in effect for Borough employees as of the date of the execution of this Agreement.

Section 3. - Paid Medical for Retired Members

All law enforcement personnel covered by this agreement who retire from the

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Paramus Police Department on any retirement which is recognized and defined by the New Jersey Police and Fire Retirement Pension System shall be provided with a full program of retiree medical and hospitalization insurance, same to be consistent with N.J.S.A. 40A:10-23. The Borough of Paramus shall have the right to change insurance carriers so long as the benefits provided to the retirees are equal to or better than the program then currently in effect.

Dental Insurance for retirees will be paid for by the retiree and administered by the employer.

Section 4.

The Borough of Paramus shall have the right to change insurance carriers so long as there is no loss of benefit.

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ARTICLE XVII

PHYSICAL EXAMINATIONS

Each Employee shall be entitled at his sole option to have a biannual physical examination. The cost of said physical examination shall be paid for by the Employer, not to exceed One Hundred Fifty (\$150.00) Dollars.

Fifty (50%) percent of members shall be eligible each year.

Employee must submit a certification of fitness for duty to the Chief of Police.

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ARTICLE XVIII

HOLIDAYS

Section 1.

A. All employees in the Patrol Division shall receive eleven (11) hours time back for working on the following holiday:

New Year's Day
Washington's Birthday
Memorial Day
July 4th
Labor Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Day

B. In addition to the provisions of Paragraph A above, all employees in the Patrol Division shall receive five and a half (5 ½) hours time back for working on the following holidays:

Martin Luther King Day
Good Friday
Columbus Day
Veterans Day

C. Any member out sick, service or non-service connected who takes a personal day or time back day on a listed holiday shall not be entitled to the time back hours. A member shall receive five and a half (5½) hours time back if he is on vacation during any of the listed holidays.

D. Employees hired after January 1, 2014 shall be compensated for twelve (12) holidays in the form of compensatory time only when work is performed on a holiday.

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ARTICLE XIX

PERSONAL DAY

Each Employee shall be entitled to one (1) personal day off, to be specified by mutual agreement between the Employee and the Chief of Police.

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ARTICLE XX

VACATIONS

Section 1.

A. First year Employees who have completed the Academy, but who have not completed the first year of employment shall receive four (4) days of vacation following the academy. Upon completion of the first year, they shall receive the regular contract vacation program.

Each full time Employee shall be entitled to two (2) weeks vacation annually after the completion of the first year of service and until the completion of two (2) years of service.

Each time an officer accrues a full week of vacation (four days), the officer will remain at that vacation level for one additional year. After the hold, the officer will then begin accruing vacation at the rate of one day per year until another full week is attained and continue to follow that pattern until six (6) weeks of vacation have been accrued.

Employees hired after January 1, 2014 shall accrue a maximum of twenty (20) eleven (11) hour vacation days per year or twenty-five (25) eight (8) hour vacation days per year depending on their assignment.

Vacation leave shall not be accumulated for use in subsequent years.

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B. An annual vacation schedule shall be prepared by the Chief of Police with due consideration for the conduct of Department operations, the desires of Employees, seniority, dates of filing requests and similar factors.

C. By mutual agreement the Employees of the Police Department may work the vacation days due them and be compensated therefore at their regular rate of pay. All offers from the Employees shall be submitted to the Chief of Police. All offers shall be for blocks of five (5) working days.

D. Upon termination vacation time due to any Employee shall be prorated based upon service in the preceding year.

In case of death any owed vacation shall be paid to the Employee's estate.

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ARTICLE XXI

OUTSIDE EMPLOYMENT AND OFF DUTY POLICE ACTION

The rules and regulations concerning outside employment shall be amended as follows:

(A) Any Officer who permits outside employment in any way to interfere with his ability to perform his duties as a Police Officer shall be subject to disciplinary action.

(B) No outside employment involving conflict of interest or illegal activities as defined by State statute and Municipal Ordinance shall be permitted.

(C) Officers shall be permitted to be employed in any position within the Borough that is permitted under State Law.

(D) Under the provisions of N.J.S.A. 40A:14-152.1 and N.J.S.A. 40A:14-152.2 enacted by Laws of 1977, Chapters 436 and 437 effective March 2, 1978, a full time permanent appointed Municipal Officer shall have the authority of full power of arrest for any crime committed in the Officer's presence anywhere in the State of New Jersey.

(E) Whenever the Officer is acting lawfully beyond the territorial limits of the municipality of Paramus, the said Officer shall have all of the immunities from suit and shall have all of the pension, relief, disability, workmen's compensation, insurance and any other benefits that he would be entitled to while performing his duties within the Municipality. Since all Police Officers are permitted by the above law to be

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subject to duty twenty-four (24) hours per day in the performance of Police work, the parties agree that any Police 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 as Police action and the Employee shall have all the rights and benefits concerning such action as if he were then on active duty performing Police work.

The Employer agrees to pay such Employee an additional sum of One (\$1.00) Dollar per year which shall be considered part of his base annual wage. Payment to the Employee shall be on or before the first pay period in July.

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ARTICLE XXII

LONGEVITY

Section 1.

Commencing with the first day of the calendar year during which five (5) years of continual service shall have been completed, the Employees covered by this Agreement shall receive an additional two (2%) percent of their current annual base salary.

Section 2.

For each additional year of service thereafter, commencing with the first day of the calendar year following the completion thereof, such persons shall receive an additional four-tenths (0.4%) percent of their current annual base salary up to a maximum total of ten (10%) percent thereof.

SCHEDULE A

<u>Yrs of Svc</u>	<u>% of Base Pay</u>	<u>Yrs of Svc</u>	<u>% of Base Pay</u>
5	2.0%	16	6.4
6	2.4	17	6.8
7	2.8	18	7.2
8	3.2	19	7.6
9	3.6	20	8.0
10	4.0	21	8.4
11	4.4	22	8.8
12	4.8	23	9.2
13	5.2	24	9.6
14	5.6	25	10.0
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SCHEDULE B
(Covering Employees Hired after 6/1/98)

<u>Years of Service</u>	<u>% of Base Pay</u>
5	1%
6	1.2%
7	1.4%
8	1.6%
9	1.8%
10	2.0%
11	2.2%
12	2.4%
13	2.6%
14	2.8%
15	6.0%
16	6.4%
17	6.8%
18	7.2%
19	7.6%
20	8.0%
21	8.4%
22	8.8%
23	9.2%
24	9.6%
25	10%

Employees hired after January 1, 2014 shall be covered by Schedule B. Longevity for these employees shall be capped at \$17,500.00.

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ARTICLE XXIII

PREMIUM PAY FOR WORKING OUT OF RANK

In the event that a vacancy in a permanent authorized position of rank higher than Patrolman exists for longer than thirty (30) consecutive days, the Borough shall then assign the individual to fill the rank temporarily and then fill the rank ninety (90) consecutive days after the vacancy. This shall not be construed to apply to vacancies created by temporary illness or injury, nor shall the same be deemed to change the present "rotations" program of temporary assignments in various Divisions.

(See Article XL, Section J). Officers performing the duties of a higher rank, not formally in an acting position, shall receive the pay of the top step for that higher rank for all time spent performing those duties.

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ARTICLE XXIV

CLOTHING ALLOWANCE

The Borough shall pay the additional sum of Six Hundred (\$600.00) Dollars per year to each Employee of the Police Department covered by this Agreement for the purpose of purchasing uniforms and maintenance of uniforms and clothing. This additional pay shall be paid by June 30th of each year.

The Borough agrees to pay the cost of any major uniform changes required by the Borough during the term of this Agreement. The clothing allowance check shall be paid to the Employees by the third or fourth pay period following the passage of the Paramus Municipal Budget. Furthermore, the clothing allowance provided herein shall be paid to or returned by the Officer on a pro rata basis in the event his employment is terminated voluntarily or involuntarily prior to the end of the year except in the event of death, disability or retirement.

Personal property of an Employee necessary to the proper performance of duty [e.g. sunglasses, watches, etc.] damaged, lost or destroyed in the line of duty shall be repaired or replaced by the Borough. Personal property replacement will have a maximum limit of \$100.00 per item. It will cover such items as pagers, cell phones, certain jewelry and other items listed in the contract. Prescription glasses to be replaced at replacement cost. Receipts are to be provided. This limitation on property

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replacement value shall be effective upon the date of signing.

In the event of a uniform change no other Borough Employee will be authorized to wear or purchase the same.

Uniforms which are worn, damaged or destroyed in the course of duty will be replaced by the Borough upon presentation of the uniform or reason for the wear, damage or destruction which is acceptable to the Borough.

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ARTICLE XXV

COURT TIME

- (A) **Grand Jury:** Full days credit for any time spent before any Grand Jury.

- (B) **Court Appearances:** Full days' credit for any time spent in any criminal or quasi-criminal appearances outside of the Borough of Paramus while off duty including any Municipal Court where cases are transferred by the Municipal Judge. Whenever an officer shall be required to attend any civil proceeding which arises out of his status or duty as a police officer then said employee shall be reassigned to the Day shift on the Court day.

- (C) **Court Appearances:** Minimum of four (4) hours time back for all appearances in Paramus Municipal Court in all instances where an Officer cannot arrange court appearances on court sessions when he is working.

- (D) **Call Time:**
 - (1) Subpoenas for criminal court will be served after calendar call. A designated member of the Department will attend calendar call and inform those under subpoena of the status of the case. Those under subpoena will receive four (4) hours credit for standing by while on call and until release from call time by the

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designated member.

- (2) Subpoenas for civil courts are the sole responsibility of the Officer receiving the subpoena. Whether received at Headquarters or at home, subpoenas shall be logged in the subpoena log when received. Officers in civil matters shall check daily while on call and inform Department Heads when released from call time. Four (4) hours credit.

If any Officer is required to remain in any court beyond his normal tour of duty, he shall be compensated at time and one-half (1½) for all such additional time as indicated in Section 1 of Article XIV.

In the case of court time, shift assignments will not be changed for subpoena reasons to defeat overtime or compensation time benefits due an Officer.

All Employees required to appear at the Prosecutor's Office or report to the Assignment Judge for failing to appear in court on a subpoena which he did not receive shall be accompanied to the Prosecutor's Office or before the Assignment Judge with the Chief of Police or Captain in charge of the Division where the Employee is assigned. For municipal court work if the United States Fair Labor Standards Act is made applicable to municipal law enforcement personnel both parties to this agreement will abide by its provisions.

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ARTICLE XXVI

SICK LEAVE AND SERVICE CONNECTED INJURIES AND TERMINAL LEAVE

1. Employees who are temporarily unable to work by reason of injury or illness which does not result or arise from their employment with the Borough shall nevertheless be entitled to receive compensation in the form of fully paid sick leave to the extent set forth hereinafter during the period of their disability.

2. Each permanent Employee shall be allowed sick leave with full pay at the rate of one and one-fourth (1¼) days per month of employment retroactive to date of appointment. All unused sick leave shall accumulate to the Employee's credit from month to month and from year to year and each Employee shall be entitled to such accumulated sick leave if and when needed. Employees shall be charged for sick leave utilization on an hour for hour basis effective upon the signing of this Agreement. For those employees hired after November 1, 2016, sick time shall be accrued at six (6) hours per month for a maximum of nine (9) sick days/fifty-four (54) hours per year.

3. As a condition of sick leave entitlement, the Borough may require the Employee to submit a certificate from the attending physician evidencing the Employee's incapacity for duty. The Borough may require the Employee to submit to an examination by a physician. If said physician does report in writing the

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Employee is fit for duty, such sick leave shall terminate.

4. An unwarranted claim by an Employee of sick leave privileges shall be grounds for disciplinary action against such Employee.

5. If an injury is suffered by an Employee which is determined to be compensable under the Workmen's Compensation Laws of the State of New Jersey, the Borough shall continue such Employee's full pay as the Employee continues to receive temporary disability benefits for a period not exceeding one (1) year. Payment made to any Employee of Workmen's Compensation as temporary disability benefits shall be deducted from any salary payments made by the Employee under the provisions of this Section, or, if the Borough has made such full salary payments prior to receipt of the temporary disability payments by the Employee, the Employee shall assign or pay said benefits to the Borough when they are received. It is understood that the intent of the paragraph is that no Employee shall receive less than full pay while suffering from a compensable temporary disability, but that no such Employee shall receive more than full pay for such a period of time lost excluding the Employee's personal insurance programs.

6. The Borough will make a cash payment of fifty (50%) percent of accumulated unused sick leave due and owing to an Employee at the time of his retirement. In the event of death of an Employee the Borough will make a cash payment to fifty (50%) percent of accumulated unused sick leave to his estate.

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There shall be a limit to the sick leave payment on retirement of 50% of 240 days, equaling a 120 day pay out. However, any Employee with more than 240 accumulated sick days as of December 31, 2004 shall retain that number of days as the maximum level to which the 50 % formula shall apply. Further, the pay out of this benefit shall be made over 18 months in 3 equal payments. The 240 day limit is for terminal leave purposes only. An Employee shall continue to accrue sick leave above that level for sick leave purposes.

7. For Employees hired on or after June 1, 1998 only, said persons shall receive the same benefit as is set forth above however the daily rate of pay for computation purposes shall be the daily rate of pay that existed in the year in which the sick day was accumulated. Accumulated days shall be deemed to be used in the order of their accumulation (*i.e.*, 1st accumulated, 1st used).

8. If the Borough requires an Employee to submit a certificate from a physician then the Borough shall pay for the cost of the physician.

9. For those employees hired after January 1, 2014, any payout for sick time shall be capped at \$15,000 or whatever cap is mandated by New Jersey Law at the time of retirement.

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ARTICLE XXVII

LEAVE OF ABSENCE

Employees may request unpaid leave of absence subject to the following conditions:

1. No more than two (2) Employees of the Department may be on leave at any time.
2. A leave of absence shall not exceed ninety (90) calendar days.
3. The Employee shall pay for his hospitalization and group insurance premiums for any period of time the Employee is on an unpaid leave of absence.
4. All requests shall be in writing and state the reason for the leave and shall be submitted to the Chief for approval.
5. The Borough reserves the right not to approve a leave when in the opinion of the Chief the reasons are insufficient or when the capacity of the Department to perform its duties would be impaired.
6. The decision of the Chief is subject to the Grievance Procedure.

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ARTICLE XXVIII

BEREAVEMENT LEAVE

A. Employees shall receive up to four (4), eleven hour, working days leave with no loss of straight pay, which may be taken in the event of the death of a member of the immediate family.

B. Immediate family includes only the Employee's spouse, parents, children, parents-in-law, brothers, sisters, grandparents, grandchildren or other relatives residing [as a normal member of the household] with the Employee.

C. Employees shall receive two (2), eleven hour, working days leave with no loss of straight pay which may be taken in the event of the death of an Employee's brother-in-law, sister-in-law or grandparents-in-law to attend the funeral.

D. Any exceptions to the above policy shall be submitted to and authorized by the Governing Body.

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ARTICLE XXIX

USE OF PRIVATE VEHICLES

Employees shall have the optional use of a Borough vehicle to attend training school, court, administrative law hearings, meetings, or any other Borough use except while on routine Police duties.

The Employee shall be reimbursed at the rate per mile, as stated in the Federal Tax Code, for use of his private vehicle.

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ARTICLE XXX

USE OF PRIVATE VEHICLES - INSURANCE

A. Pursuant to the standard NJ Family Auto Policy the Employee's automobile insurance policy must provide primary insurance, including the Borough of Paramus as an insured, in the event of any accident while the Employee is using his vehicle for an authorized activity of the Borough. Part of the intent of mileage reimbursement is to reimburse the Employee for the cost of his own insurance coverage for such use.

B. Employees shall be indemnified for any and all liability arising out of their activities on behalf of the entity. The Comprehensive Automobile Liability insurance coverage of the Borough of Paramus, as well as the umbrella liability policy of the Borough shall be endorsed to cover Employees in accordance with Law.

C. The Employee's policy must respond first, the Borough's policy will cover not only the Borough, but also the Employee for any excess judgments over and above the Employee's own personal auto limits, to the full policy limits carried by the Borough of Paramus.

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ARTICLE XXXI

MEALS

When the Borough requires an Employee to attend a Police activity outside the Borough, the Employee shall be entitled to up to Three Dollars and Fifty Cents (\$3.50) for lunch.

Meal periods shall be forty-five (45) minutes and two fifteen (15) minute breaks.

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ARTICLE XXXII

MATERNITY LEAVE

A. 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:

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

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and shall be considered as on active duty for all computation 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.

B. Male officers shall be entitled to five (5) days leave without pay for the birth of their child.

Nothing contained herein shall violate the Family and Medical Leave Act, 29 U.S.C. §2601 et seq. or the New Jersey Family Leave Act , N.J.S.A. 34:11B-1 et seq.

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ARTICLE XXXIII

EQUIPMENT

If an Employee of the Department alleges that a motor vehicle he is assigned to use is unsafe to operate, then the vehicle shall be inspected by a Borough mechanic before it is used. If a mechanic is not available to inspect the vehicle then another vehicle shall be assigned to the Employee.

If no such vehicle is available then the Superior Officer shall call in a Borough mechanic to inspect the vehicle and the decision of the Borough mechanic shall be final.

All regular Police vehicles purchased after the execution of this Agreement shall be a standard size vehicle with a standard Police package.

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 and flares.

At least two (2) marked vehicles shall be equipped with longarm weapon systems.

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ARTICLE XXXIV

RESIDENCY

Police Officers shall not be required to be residents of the Borough, unless otherwise provided by law.

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ARTICLE XXXV

INSURANCE

The Employee's designated beneficiary shall be entitled to a Ten Thousand (\$10,000.00) Dollar Life Insurance payment upon the Employee's death.

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ARTICLE XXXVI

ATTENDANCE OF DELEGATE AT ANNUAL STATE PBA CONVENTION

A. The Borough agrees to give time off with pay to four (4) designated Officers or delegates of Local No. 186 annually for four (4) days each and to pay each of these Officers up to One Hundred Twenty-Five (\$125.00) Dollars as expense money upon presentation of itemized expense vouchers. The Borough will also allow additional time off to the authorized State Delegate to attend any other State PBA meetings without further expense or reimbursement by the Borough.

B. The Borough shall permit additional time off to the authorized state delegate and PBA president to attend any State PBA meeting and Bergen County Conference meeting. During such meetings employees permitted to attend shall attend without loss of regular compensation. The employer shall not incur any additional expense by virtue of released time.

C. The PBA shall be permitted the continued use of the office and the PBA break room presently occupied by the PBA in the Paramus Police Department building. It will be the responsibility of the PBA for the general upkeep of the office and break room. The PBA will also be responsible for any physical damage, except normal wear and tear, which may occur to the office and break room. The Borough shall not be obligated to supply any equipment to the office or break room except normal utilities.

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ARTICLE XXXVII

HIGHER EDUCATION AND TECHNICAL TRAINING INCENTIVE PROGRAMS

Section 1. - Higher Education or College Program

- (A) Each Police Officer enrolled in the program must have previously completed or must pledge that he will complete at least an Associate Degree program in Police related field, including, but not limited to, Criminology, Police Science, Police Administration, Criminal Justice or Public Administration. The program must be approved by the Chief of Police and must be completed within a seven (7) year period of its commencement.
- (B) The number of program base credit hours, hereinafter referred to as semester hours, shall be the equivalent of an Associate Degree, which is assumed to be sixty-four (64) semester hours for purposes of illustration, but which may be more or less depending upon the institution and the course taken. The Borough shall pay a participating Police Officer Ten (\$10.00) Dollars per year for each semester hour previously earned at his own cost in tuition, books, etc., in addition to his other compensation as a Borough Employee. The Borough shall pay a proportionate percentage of the semester hour rate in the cases described below, with each applicable provision being compounded on top of the other. For example, in the case of an Officer with eligible

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credits less than a full degree [Paragraph C], and which have been earned prior to the inception of the program [Paragraph D], the applicable compounded rate shall be twenty-five (25%) percent [50% of 50%] of the semester hour rate, or Two Dollars and Fifty Cents (\$2.50) per credit hour, until the full degree has been earned.

- (C) All courses of study must be an accredited institution of higher learning. Payments will be commenced effective January 1 of each year but shall be disbursed after the introduction of the annual budget for semester hours successfully completed as of September 1 of the previous calendar year. Payments for any credits less than a full degree shall be at the rate of fifty (50%) percent of the semester hour rate with the balance being disbursed immediately upon completion of each degree.
- (D) All semester hours less than Associate Degree must be earned while the Officer is a member of this Department. However, credits which have been earned prior to the institution of this program or prior to becoming a member of this Department, will be compensated at the rate of fifty (50%) percent of the semester hour rate starting with the enrollment of the Officer in a Police related Associate Degree program while a member of the Department. Credit hours earned prior to the institution of this program or prior to the Officer becoming a member of this Department will thereafter be compensated as a full semester hours upon successful completion of the Associate Degree program as

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described in the first two (2) sentences of **Paragraph C** above.

- (E) Credit hours earned under a program for which the Officer received reimbursement of tuition, books and similar costs will be compensated for at the rate of seventy-five (75%) percent of the semester hour rate set forth in **Paragraph B** above and at thirty-three (33%) percent of such semester hour rate if the classes were attended during hours for which the Officer was receiving his normal compensation.
- (F) If an enrolled Officer fails to continue in a program for three (3) consecutive semesters without justification approved by the Chief of Police; all incentive payments shall be discontinued until the Officer enrolls again under a program which satisfies the Chief of Police of his genuine intention to continue through completion of the Associate Degree.
- (G) Additional credit hours leading toward a Bachelor's or Master's Degree in an approved Police related program shall be compensated at fifty (50%) percent of the semester hour rate for Associate Degree credits.
- (H) When an Associate, Bachelor's or Master's degree has been earned, payments for each of these semester hours shall continue permanently throughout the remainder of the Officer's career with the Department.
- (I) The Borough shall require submittal of each applicant's proposed program of higher education and proof of semester hours earned through college records.

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- (J) Educational incentive payments made to an Officer leaving this Department within two (2) years of completing a degree shall be reimbursed to the Borough, not to exceed the previous two (2) years' payment.

Section K of the 1977-1978 PBA Contract to be attached to Page 53.

This shall not apply to men enrolled in other than State colleges prior to the date of this contract semester hours earned through college records.

- (K) The Borough recommends no change in the present tuition scale. Further, if the course being taken is given at either the Bergen Community College or a State College and the tuition scale is lower, that course should be paid for at the lower tuition rate, no matter which school the Employee chooses to attend, the difference to be made up by the Employee.

This shall not apply to men enrolled in other than State colleges prior to the date of this contract.

Section 2. - Technical Training Program

Department Officers completing the following technical Police training programs shall be eligible for additional compensation to the extent indicated hereinafter.

- (A) Police Law, Narcotics, Community Relations, Fingerprinting, Investigative, Criminology, Police Administration, Police Photography,

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Riot and Civil Disturbances Control, Juvenile Procedures, Search and Seizure, Accident Investigation, First Aid, Defensive and Combat Tactics, Police Emergency Operations Command, Propane Gas Explosive Devices and Chemical Agents, Defensive Driving, Water Rescue, Breathalyser or Identikit Operation, Homicide Investigation, Organized Crime, Sex Crime, Auto Theft.

- (B) Notwithstanding the provisions of **Section 2, Paragraph (G)**, all technical training hours credited shall be compensated at the rate of Fifty (\$.50) Cents per hour of each training.
- (C) None of the above hours earned as a part of basic Police training the continuous firearms program shall be eligible for additional compensation.
- (D) No payment shall be made for less than two hundred (200) hours of approved technical training.
- (E) Employees shall only receive incentive payment credit for credit hours for which they receive satisfactory evidence of completion, subject to the approval of the Chief of Police.
- (F) All qualifying courses similar to but not specifically mentioned in **Subparagraph (A)** hereinabove, shall be eligible for incentive pay credit, subject to the approval of the Chief of Police.
- (G) All payments shall continue on an annual basis and be paid in the same manner and at the same times and with the same provisions for

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reimbursement as if set forth in Section 1 above.

- (H) An individual may receive additional compensation under both the higher education and the technical training programs.

Section 3.

The additional compensation provided under Sections 1 and 2 of this **Article** shall not be deemed base pay for longevity purposes. Such additional compensation shall be payable not later than the second pay period following introduction of the Borough of Paramus Annual Municipal Budget, as provided in this **Article** effective January 1 of any year.

Section 4.

The Employees shall be assigned to in service school only on Borough time but may voluntarily attend on their own time.

Section 5.

The college credit program shall be modified to provide an accumulative payment of Ten (\$10.00) Dollars per credit payable in each year for credits earned up to August 31 of prior year.

The contract shall remain as written for all Employees appointed prior to January 1, 1981. All persons employed after January 1, 1981, shall not be compensated for any college credits or degree.

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ARTICLE XXXVIII

GRIEVANCE PROCEDURES

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 Employees covered by this Agreement may appeal the interpretation, application or violation of policies, agreements, and administrative decisions effecting them.

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

STEP ONE

An Employee with a grievance shall within seven (7) calendar days of the occurrence of the event being grieved present the same to his immediate superior. After full disclosure of the facts surrounding the event being grieved, the immediate superior must make every earnest effort to reach a satisfactory settlement with the Employee and griever. The immediate Supervisor shall render a decision within seven (7)

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calendar days of his receipt of the grievance.

STEP TWO

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

STEP THREE

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

STEP FOUR

If the Employee wishes to appeal the determination of **STEP THREE** proceedings, the grievance shall be submitted in writing together with description of prior steps to the Police Committee who shall decide the matter within twenty (20) calendar days of the presentation to it. The

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Borough Clerk shall be the agent of the Police Committee for receipt of the grievance.

STEP FIVE

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 the determination of the **STEP FOUR** proceeding. The Arbitrator or Arbitrators shall be selected in accordance with the rules of the said Association 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 presentation.

The Arbitrator or Arbitrators shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him and relevant to the grievance. He or they shall have no authority to modify or alter in any way the provisions of this Agreement or any amendment or supplement hereto. The decision of the Arbitrator or Arbitrators shall be final and binding. It is agreed between the parties that no arbitration hearing shall be held until after the decision rendered by the Mayor and Council.

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

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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. An Employee covered by this Agreement may pursue a grievance alone, with a representative of his own choosing or the PBA representative.

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ARTICLE XXXIX

WAGES

Section 1.

The salaries for the Paramus Police Officers covered by this Agreement shall be as set forth in **Schedule A** annexed hereto and made a part hereof.

Section 2.

An Employee promoted to a higher graded position shall receive a promotional wage increase commencing the first day of promotion. The rate of pay of such Employee shall be determined by placing him at the step of the new position which is above the highest step of the position he/she is moving from. The increase shall not be less than four hundred dollars (\$400.00) per year unless the highest pay step of the new position provides for less than a four hundred dollar (\$400.00) increase. If the increase is less than four hundred dollars (\$400.00) then the employee will go to the next higher step.

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ARTICLE XL

PROMOTIONAL PROCEDURE

Where there is a decision made to affect promotions, the Employer shall as a condition precedent to said promotions provide the following information to the employee organization:

- (A) The Employer shall post such vacancies as are determined to exist. Where vacancies remain unfilled the Employer shall re-post said vacancies not less than every thirty (30) days.
- (B) Where vacancies exist Employees shall be permitted to submit requests for consideration of such promotions.
- (C) Where a promotional examination is to be conducted, the Employer shall announce not less than thirty (30) days before said examination date the details of said examination. Said details shall include the nature of the examination, whether it is oral or written, a list of books or materials which may be relevant to said examination, the date, time and place of said examination, the name of the person or agency which is conducting the examination, and any other such information as may reasonably aid the Employee to prepare for competitive testing.
- (D) If books or materials are designated as relevant to the

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examination then the Employer shall, free of charge, supply such books or materials to Employees seeking to take the examination.

- (E) Under no circumstance shall the Employee be required to incur any expense or forego any regular compensation in order to take the prescribed examination.
- (F) Where an Employee is on duty at the time said examination is to be given, said Employee shall be permitted time off without loss of regular compensation to attend the examination. Where the Employee is scheduled to work on the shift immediately preceding the examination, then in such case the Employee shall be excused from at least one-half ($\frac{1}{2}$) such preceding shift so as to have a reasonable opportunity to rest and prepare for said examination.
- (G) The scores of any competitive examination shall be posted and available to persons who have taken the examination. In such cases the scores shall not be designated by the examinee's name or any other readily distinguishable identification [such as a badge number]. The purpose of posting is solely to apprise the examinee, where an examination has been given, of his relative standing among those persons tested.
- (H) Following an examination a person who has taken the examination may arrange for a conference with an Employer designated person to review the examination and be apprised of

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said Employee's strengths and weaknesses.

- (I) Before any promotion procedure is instituted which will include written or oral examination, the following, but not limited to, shall be mutually agreed upon between the PBA and the Borough and made part of this Agreement:
 - (1) Who will prepare the written examination? Will the test be prepared internally or conducted by an outside agency?
 - (2) Who will sit on the panel for an oral examination?
 - (3) What weight will scores have in the written or oral examination portion of the testing towards standings?
 - (4) Will seniority carry any weight in standings?
 - (5) Will any other Police related work be used to effect the scoring in the standing procedure?
 - (6) What provisions will be made for those Employees on vacation, out sick, whether service or non-service connected, to take test at a later date?
 - (7) Will the PBA be permitted to check all scores for their accuracy?
 - (8) How long will the promotion list exist if tests are given?
 - (9) Who will be eligible to take tests for certain positions?
 - (J) The Borough has the right to determine whether and when to fill vacancies.

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ARTICLE XLI

DEPARTMENTAL INVESTIGATIONS

In an effort to insure that Departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

- (1) The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.
- (2) The interrogations shall take place at a location designated by the Chief of Police. Usually it will be at Police Headquarters or the location where the incident allegedly occurred.
- (3) The member of the force shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact.
- (4) The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every two (2) hours.
- (5) The member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary

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punishment. No promise of reward shall be made as an inducement to answering questions.

(6) At every stage of the proceedings, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force, which shall not delay the interrogation beyond one (1) hour for consultation with his Association representative, nor more than two (2) hours for consultation with his attorney.

(7) In cases other than Departmental investigations, if a member of the force is under arrest or if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

(8) Nothing herein shall be construed to deprive the Department or its Officers of the ability to conduct the routine and daily operations of the Department.

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ARTICLE XLII

DEFENSE OF POLICE OFFICERS

The Borough agrees to provide insurance coverage to Employees, protecting them from civil suit arising out of the performance of their duties including, but not limited to, false arrest, malicious prosecution, libel, slander, defamation of character, violation of the right of privacy, invasion of the right of privileged occupancy, and invasion of civil rights.

The Borough has, for many years, carried Comprehensive General Liability insurance, including all Employees, and including Police Officers as additional insureds, in providing coverage for claims arising from Bodily Injury/Property Damage; Bodily Injury arising from assault committed in defense of property, false arrest, detention or imprisonment, or malicious prosecution, libel, slander, defamation or violation of right of privacy, wrongful entry or eviction or other invasion of right of privacy occupancy.

Further, under **N.J.S.A. 40:11-19**, all Policemen must be provided with defense, but not necessarily indemnification, as a result of any civil or criminal action arising out of their duties, excluding any disciplinary or civil proceeding instituted against the Policeman by the Municipality.

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Therefore, it would appear that, in all cases, the Borough must provide defense for the Police Officer, except as above stated. Indemnification for any judgments arising are provided through insurance coverage as above indicated. The only exception which would be a question of indemnification resulting from invasion of civil rights, as opposed to invasion of rights of privacy or private occupancy.

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ARTICLE XLIII

POLICE SERVICES

Section 1. General Police Services

A. The Borough shall, upon request, provide police services to any person conducting business within the municipality, the cost to be borne by the business requesting the police service. The police officer shall be paid by the Borough and the Borough reimbursed by the business. The police service shall be limited to service where the good and welfare and safety of the general public is involved. The Chief of Police or his designee shall be the sole deciding factor on whether or not the request for service meets these standards.

B. The rate of salary for police services for all police officers shall be one and one half times the regular pay of the current schedule for a top patrolman. The only exception to this salary guide is when multiple officers are required and supervisors are hired and their sole purpose is supervision. The salary then for rank above patrolman will be one and one half time the current salary of the supervisor performing the duty.

C. In addition to the salary paid by the business, the Borough shall charge an additional twenty-one dollars (\$21.00) per hour administration fee to offset any expense occurred by the Borough. The Borough shall have a right to cease services to any business who fail to reimburse the Borough within thirty (30) days after receipt of bill for service previously rendered.

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D. Board of Education Rate and Municipal Police Service Jobs:

The Borough shall continue to provide police services to the Paramus Board of Education when requested. There will be no administration fee for these services. The rate of pay for police services provided to the Paramus Board of Education shall be the regular straight time pay rate of a top step patrolman as set forth in the current pay schedule. "Road jobs" paid for by "grant money" shall be referred to as "Municipal Police Service Jobs" and shall be paid at the same rate as Board of Education rate.

E. In the event that an officer is scheduled for a police services job and the business has to cancel, Police Headquarters must be notified no later than 12:00 midnight on the day of a daytime detail. For details scheduled after 6:00pm, the cancellation call must be made to Headquarters before 10:00 a.m. If the business fails to give the notice in this paragraph, the officer assigned to the detail shall be compensated for five (5) hours.

Once work begins, the officer(s) assigned shall be paid a minimum of five (5) hours. After the five (5) hours, work shall be paid hour for hour.

F. The Borough further agrees that all monies received from such police services covered in this article, shall be paid through employers payroll process and the police officer while so employed shall be treated in all respect as an employee of the Borough.

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ARTICLE XLIV

AGENCY SHOP


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 (85%) percent 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.

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ARTICLE XLV

DISCIPLINARY NOTIFICATION

The Borough shall provide copies of all disciplinary notices sent to bargaining unit members. The Borough shall advise the PBA of the details of each discipline and the end results thereof.

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TERM AND RENEWAL

This Agreement shall have a term from January 1, 2014 through December 31, 2020. If the parties have not executed a successor agreement by December 31, 2020, then this Agreement shall continue in full force and effect until a successor agreement is executed.

Negotiations for a successor agreement shall be in accordance with the rules of the Public Employment Relations Commission.


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**IN WITNESS WHEREOF**, the parties hereby have set their hands and seals or caused this Agreement to be signed by their authorized officers or representatives on the day and year first above set forth.

**ATTEST:**

\_\_\_\_\_

**BOROUGH OF PARAMUS:**

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Borough Clerk

**ATTEST:**

\_\_\_\_\_

**PARAMUS PBA LOCAL NO. 186**

  
\_\_\_\_\_  
President

\_\_\_\_\_  
Chairman

A-1a

2014 Salary Guide for Officers Hired before 1/1/04

| RANK                 | E         | F         | G         |
|----------------------|-----------|-----------|-----------|
| Police Officer       | \$105,017 | \$111,524 | \$131,009 |
| Traffic Officer      | \$108,570 | \$114,689 | \$134,201 |
| Detective            | \$124,092 | \$130,303 | \$136,808 |
| Sergeant             | \$131,009 | \$137,565 | \$144,439 |
| Traffic Sergeant     | \$133,829 | \$140,524 | \$147,555 |
| Detective Sergeant   | \$136,788 | \$143,627 | \$150,809 |
| Lieutenant           | \$143,636 | \$150,819 | \$158,360 |
| Patrol Lieutenant    | \$144,388 | \$151,607 | \$159,189 |
| Detective Lieutenant | \$150,809 | \$158,350 | \$166,268 |
| Captain              | \$166,273 | \$174,579 | \$183,310 |

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A-1b

2015 Salary Guide for Officers Hired before 1/1/04

| <b>RANK</b>          | <b>E</b>  | <b>F</b>  | <b>G</b>  |
|----------------------|-----------|-----------|-----------|
| Police Officer       | \$107,380 | \$114,033 | \$133,957 |
| Traffic Officer      | \$111,013 | \$117,270 | \$137,221 |
| Detective            | \$126,884 | \$133,235 | \$139,886 |
| Sergeant             | \$133,957 | \$140,660 | \$147,689 |
| Traffic Sergeant     | \$136,840 | \$143,686 | \$150,875 |
| Detective Sergeant   | \$139,866 | \$146,857 | \$154,202 |
| Lieutenant           | \$146,868 | \$154,212 | \$161,923 |
| Patrol Lieutenant    | \$147,637 | \$155,018 | \$162,771 |
| Detective Lieutenant | \$154,202 | \$161,913 | \$170,009 |
| Captain              | \$170,014 | \$178,507 | \$187,434 |

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A-1c

2016 Salary Guide for Officers Hired before 1/1/04

| RANK                 | E         | F         | G         |
|----------------------|-----------|-----------|-----------|
| Police Officer       | \$109,796 | \$116,599 | \$136,971 |
| Traffic Officer      | \$113,511 | \$119,909 | \$140,308 |
| Detective            | \$129,739 | \$136,233 | \$143,033 |
| Sergeant             | \$136,971 | \$143,825 | \$151,012 |
| Traffic Sergeant     | \$139,919 | \$146,919 | \$154,270 |
| Detective Sergeant   | \$143,013 | \$150,161 | \$157,672 |
| Lieutenant           | \$150,173 | \$157,682 | \$165,566 |
| Patrol Lieutenant    | \$150,959 | \$158,506 | \$166,433 |
| Detective Lieutenant | \$157,672 | \$165,556 | \$173,834 |
| Captain              | \$173,839 | \$182,523 | \$191,651 |

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A-1d

**2017 Salary Guide for Officers Hired before 1/1/04**

| <b>RANK</b>          | <b>E</b>  | <b>F</b>  | <b>G</b>  |
|----------------------|-----------|-----------|-----------|
| Police Officer       | \$111,168 | \$118,056 | \$138,683 |
| Traffic Officer      | \$114,930 | \$121,408 | \$142,062 |
| Detective            | \$131,361 | \$137,936 | \$144,821 |
| Sergeant             | \$138,683 | \$145,623 | \$152,900 |
| Traffic Sergeant     | \$141,668 | \$148,755 | \$156,198 |
| Detective Sergeant   | \$144,801 | \$152,038 | \$159,643 |
| Lieutenant           | \$152,050 | \$159,653 | \$167,636 |
| Patrol Lieutenant    | \$152,846 | \$160,487 | \$168,513 |
| Detective Lieutenant | \$159,643 | \$167,625 | \$176,007 |
| Captain              | \$176,012 | \$187,086 | \$194,047 |

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A-1e

2018-2020 Salary Guide for Officers Hired before 1/1/04

| <b>RANK</b>          | <b>2018</b> | <b>2019</b> | <b>2020</b> |
|----------------------|-------------|-------------|-------------|
| Police Officer       | \$141,457   | \$144,286   | \$147,172   |
| Traffic Officer      | \$144,903   | \$147,801   | \$150,757   |
| Detective            | \$147,717   | \$150,672   | \$153,685   |
| Sergeant             | \$155,958   | \$159,077   | \$162,259   |
| Traffic Sergeant     | \$159,322   | \$162,508   | \$165,759   |
| Detective Sergeant   | \$162,836   | \$166,093   | \$169,414   |
| Lieutenant           | \$170,989   | \$174,408   | \$177,897   |
| Patrol Lieutenant    | \$171,883   | \$175,321   | \$178,827   |
| Detective Lieutenant | \$179,527   | \$183,118   | \$186,780   |
| Captain              | \$197,928   | \$201,886   | \$205,924   |

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A2

**Patrol Officer Salary Guide for Officers Hired After 1/1/04 and Before 1/1/14**

| <b>STEP</b> | <b>1/1/14</b> | <b>1/1/15</b> | <b>1/1/16</b> | <b>1/1/17</b> | <b>1/1/18</b> | <b>1/1/19</b> | <b>1/1/20</b> |
|-------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| 1A          | \$40,191      | \$41,096      | \$42,020      | \$42,546      | \$43,397      | \$44,265      | \$45,150      |
| 1B          | \$40,590      | \$41,503      | \$42,437      | \$42,968      | \$43,827      | \$44,704      | \$45,598      |
| 2           | \$50,636      | \$51,776      | \$52,941      | \$53,602      | \$54,674      | \$55,768      | \$56,883      |
| 3           | \$60,681      | \$62,047      | \$63,443      | \$64,236      | \$65,521      | \$66,831      | \$68,168      |
| 4           | \$70,728      | \$72,320      | \$73,947      | \$74,871      | \$76,368      | \$77,896      | \$79,454      |
| 5           | \$80,845      | \$82,664      | \$84,524      | \$85,580      | \$87,292      | \$89,037      | \$90,818      |
| 6           | \$94,171      | \$96,290      | \$98,456      | \$99,687      | \$101,681     | \$103,714     | \$105,789     |
| 7           | \$104,216     | \$106,561     | \$108,959     | \$110,321     | \$112,527     | \$114,778     | \$117,074     |
| 8           | \$114,389     | \$116,963     | \$119,594     | \$121,089     | \$123,511     | \$125,981     | \$128,501     |
| 9           | \$131,009     | \$133,957     | \$136,971     | \$138,683     | \$141,457     | \$144,286     | \$147,172     |

**\* Officers hired after 1/1/04 and before 1/1/14 that are promoted shall be paid in accordance with the salary guides in A-1.**

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A-3

Patrol Officer Salary Guide for Officers Hired After 1/1/14

| <u>STEP</u> | <u>1/1/14</u> | <u>1/1/15</u> | <u>1/1/16</u> | <u>1/1/17</u> | <u>1/1/18</u> | <u>1/1/19</u> | <u>1/1/20</u> |
|-------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Academy     | \$30,000      | \$30,675      | \$31,365      | \$31,757      | \$32,392      | \$33,040      | \$33,701      |
| 1           | \$40,101      | \$41,003      | \$41,926      | \$42,450      | \$43,299      | \$44,165      | \$45,048      |
| 2           | \$50,502      | \$51,332      | \$52,487      | \$53,143      | \$54,206      | \$55,290      | \$56,396      |
| 3           | \$60,303      | \$61,660      | \$63,047      | \$63,835      | \$65,112      | \$66,414      | \$67,742      |
| 4           | \$70,404      | \$71,988      | \$73,608      | \$74,528      | \$76,019      | \$77,539      | \$79,090      |
| 5           | \$80,505      | \$82,316      | \$83,608      | \$85,221      | \$86,925      | \$88,664      | \$90,437      |
| 6           | \$90,606      | \$92,645      | \$94,729      | \$95,913      | \$97,831      | \$99,788      | \$101,784     |
| 7           | \$100,707     | \$102,973     | \$105,290     | \$106,606     | \$108,738     | \$110,913     | \$113,131     |
| 8           | \$110,808     | \$113,301     | \$115,850     | \$117,299     | \$119,645     | \$122,038     | \$124,479     |
| 9           | \$120,909     | \$123,629     | \$126,411     | \$127,991     | \$130,551     | \$133,162     | \$135,825     |
| 10          | \$131,009     | \$133,957     | \$136,971     | \$138,683     | \$141,457     | \$144,286     | \$147,172     |

Newly hired employees without a New Jersey Police Training Commission (“NJPTC”) Certification shall be placed on the Academy Step and shall receive such pay until the Academy training is completed. Upon completion of the Academy these employees shall move to Step 1 for one year.

Newly hired employees from another jurisdiction who have a NJPTC full time police officer Certification shall start at Step 1.

\* Officers hired after 1/1/14 that are promoted shall be paid in accordance with the salary guides in A-1.

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