

AGREEMENT

BETWEEN

BOROUGH OF ELMWOOD PARK
Bergen County, New Jersey

and

POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL 185
ELMWOOD PARK POLICE DEPARTMENT

JANUARY 1, 2018 THROUGH DECEMBER 31, 2025

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THIS AGREEMENT is made and entered into this ____ day of _____, 2017 between the BOROUGH OF ELMWOOD PARK, NEW JERSEY (hereinafter referred to as "Borough") and its Law Enforcement Group, POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 185, ELMWOOD PARK POLICE DEPARTMENT (hereinafter referred to as the "Local" or "Employees").

WITNESSETH:

WHEREAS, for the purposes of mutual understanding and in order that a harmonious relationship may exist between the Employees, to the end that continuous and efficient service will be rendered to and by both parties, for the benefit of both; and

WHEREAS, the Union and the Borough have agreed to modify certain provisions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements herein contained, it is agreed between the parties as follows:

ARTICLE I

POLICEMEN'S BENEVOLENT ASSOCIATION, ELMWOOD PARK LOCAL 185

- 1.1 The Borough hereby recognizes the above Local as the sole and exclusive representative of all Patrolmen, Detectives, Sergeants, Lieutenants and Captain, and Deputy Chief covered under this Agreement, for the purposes of annual collective negotiations with respect to rates of pay, wages, hours of work and other working conditions.
- 1.2 The title "Policemen" shall be defined to include the plural as well as the singular, and to include females.

ARTICLE II

RETENTION OF EXISTING BENEFITS

- 2.1 Except as otherwise provided herein, all rights, privileges and benefits which all Employees have heretofore enjoyed and are enjoying shall be maintained and continued by the Borough during the terms of this Agreement.

ARTICLE III

LOCAL REPRESENTATIVES AND MEMBERS

- 3.1 Authorized representatives of the Local, not to exceed five (5), shall be permitted to visit the Police Headquarters Office of the Chief, for the purpose of ascertaining whether or not this Agreement is being observed. This right shall be exercised reasonably.
- 3.2 The President of the Local and any representative of that Local, or in his absence his authorized representative, although his first obligation is to perform the duties of his rank, shall be excused from all duties and assignments when required, in order to

discharge their duties as the representative of their local.

- 3.3 During negotiations, the local representative, so authorized by the Local, not to exceed eight (8) Elmwood Park Policemen, shall be excused from their normal duties for such period of negotiations as are reasonable and necessary, to be decided at the discretion of the Chief of Police.
- 3.4 Employees who are elected officers, such as President, State Delegate, Secretary, Trustee or Alternate of the Local, shall be granted time off from normal duties to attend conventions that are authorized by State Law, and to attend State meetings and State Legislative sessions when bills affecting the Welfare of the Local are on the agenda. Attendance at Local meetings shall include the President, Vice President, Financial Secretary, Sergeant at Arms, and State Delegate of the Local, were not to exceed three (3) Police Personnel.
- 3.5 The Employer shall permit the PBA President and the PBA Delegate to attend the monthly Bergen County Conference meetings without any loss of regular compensation. Said meetings shall not result in more than one-half ($\frac{1}{2}$) of one tour (6 hours) for each Employee affected per month. The total annual hours for attendance at monthly meetings of the Bergen County Conference shall not exceed fifty (50) hours per year.

ARTICLE IV

RETENTION OF CIVIL RIGHTS

- 4.1 Employees shall retain all civil rights under New Jersey State Law.

ARTICLE V

AGREEMENTS

- 5.1 The Borough agrees not to enter into any other Agreement or contract with its Employees, as defined in Paragraph 1 of this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE VI

MANAGEMENT RIGHTS

- 6.1 The Borough shall not discharge nor discriminate in any way against any Employee for Local PBA activities or for Local membership, pertaining to PBA Local No. 185.
- 6.2 The rights of both the Borough and Employees shall be respected and the provisions of this Agreement for the orderly settlement of all questions regarding such rights shall be observed, pertaining to grievance procedure.

ARTICLE VII

WORK WEEK, CALL IN PAY, OVERTIME & COURT APPEARANCE

- 7.1 The normal work day shall be eight (8) hours, forty (40) hours per week for Employees.
- 7.2 Overtime shall be compensated at one and one-half (1½) times the Employee's then applicable rate of pay. Overtime shall be paid to the Employees when earned, or taken as compensatory time at the Employee's request. Compensatory time in lieu of overtime payment shall be cumulative, year to year, and may be taken at any time upon the Employee's request subject to reasonable Departmental needs. All overtime earned prior to the execution of this Agreement shall be governed in accordance with the terms of this paragraph.

Overtime (or compensation time in lieu of overtime pay) shall be paid for:

- a. all hours worked in excess of eight (8) hours in one day, or forty (40) hours per week.
- b. For all hours worked on the Employee's designated day off where the Employee is called in on an emergency basis.

7.3 All Court, Administrative Body and Grand Jury appearances shall be compensated at the overtime (time and one half (1½)) rate with a two (2) hour minimum for each appearance.

7.4 All Employees required to return to an on-duty status after completing a schedule tour of duty, and prior to the start of his/her next regularly scheduled tour of duty, shall be compensated at the overtime (time and one half (1½)) rate with a three (3) hour minimum for each occurrence.

7.5 The current 12 hour work schedule covering all patrol officers and certain detective personnel shall continue. This schedule provides for a 12 hour work sequence in blocks of 4 days (4 by 4) followed by 4 days off. Overtime is defined as work in excess of the basic 12 hour work day or work on a scheduled day off as defined by the 4 by 4 12 hour work schedule. Any hours worked over 2080 hours per year (110 annual hours) shall be reimbursed by the employer in compensatory time.

7.6 The employer shall have an annual option to establish a buy back program to reduce accumulated time. The maximum that may be bought back under the employer option is 20% of existing time in any one year. This buy back option shall be applicable to

holiday time accumulated as of 2004. Beginning with 2004 vacation accumulation will be subject to a 2 year accumulation limitation. Such excess as may exist shall be subject to the above stated buy back program. Compensatory time shall be subject to the buy back program.

ARTICLE VIII

EXCHANGE OF DAYS OFF

- 8.1 Any member of the Department may exchange hours or tours of duty or days off provided prior approval has been obtained in writing from the Chief of Police, or, in absence, his duly authorized designee. However, the Employer shall not incur any additional expense by virtue of this Article and prior notification of forty-eight (48) hours shall be given to the Chief of the Department. It is further provided, however, that such exchange shall not have a shift to be composed of less than four (4) officers.

ARTICLE IX

NON-REGULAR DAYS OFF AND PRIORITY HOLIDAYS

- 9.1 Extra days, personal days, subject to approval with the Chief of Police, may be taken at any time provided that the following conditions are met.
- a. The approved day off will leave at least four (4) officers left scheduled to work the shift.
 - b. The order of preference is established as vacation days first, personal day second, and extra day last.
 - c. Once approved by the Shift Commander, Patrol Captain, or Chief of Police, it may not be changed except with the permission of the Patrol Captain or Chief of Police.

9.2 Priority Holiday - Each Employee shall be able to designate one (1) holiday or compensatory day per year as a Priority Holiday. The Employee must exercise this right at least twenty-four (24) hours prior to the scheduled tour on which the Employee intends to take the Priority Holiday. Any holiday or compensatory day designated as a Priority Holiday shall be granted to the Employee on the requested day submitted by said Employee provided such request will leave at least three (3) officers left scheduled to work the shift. Only one member per tour may designate that tour as a Priority Holiday. The Employee may only designate one holiday or compensatory day per year as a Priority Holiday, and may not accumulate Priority Holiday designations for use in later years,

9.3 Priority Holiday Exceptions - Employees will not be permitted to designate the following days as Priority Holidays:

- a. New Year's Day
- b. Easter Sunday
- c. Mother's Day
- d. Father's Day
- e. Independence Day Labor Day
- f. Labor Day
- g. Thanksgiving Day
- h. Christmas Eve
- i. Christmas
- j. New Year's Eve

ARTICLE X

VACATIONS

10.1 Annual vacations shall be granted strictly in accordance with seniority.

10.2 The vacation period shall commence January 2 and continue until December 15 of each

year. The vacation allowances shall be as follows:

- 1 to 5 years of service12 working days
- Upon completion of the 5th
Year to 10 years of service12 working days plus
One working day per year,
Up to 17 working days
- Upon completion of
10 years of service.....21 working days annually
- Upon completion of
12 years of service.....22 working days annually
- Upon completion of
14 years of service.....23 working days annually
- Upon completion of
16 years of service.....24 working days annually
- Upon completion of
18 years of service.....25 working days annually
- Upon completion of 20
years of service & thereafter.....30 working days annually

10.3 All Employees shall receive at least fifteen (15) days of their respective vacations during the period from June 15 to September 15 of each year, if requested. The balance of the vacation may be taken before June 15 or after September 15, at the discretion of the Employees. Employees may then take their remaining vacation days so as to have ten (10) of said days consecutively and, if entitled, the remaining five (5) days consecutively. Employees may take all vacation time consecutively upon the approval of the Chief, but in no event shall a shift be comprised of less than four (4) officers.

10.4 There shall be a one year carry over to prevent forfeiture when an Officer is not

permitted to take vacation time because of work schedule requirements.

ARTICLE XI

INSURANCE, HEALTH AND WELFARE

- 11.1 The Borough shall continue to maintain and provide all insurance coverage that is in force and effect at the present time, including false arrest insurance at One Million (\$1,000,000.00) Dollars per incident.
- 11.2 The Borough shall supply to the Employees all necessary legal advice and counsel in the defense of or the settlement of claims for personal injury, death or property damage arising out of or in the course of their employment, and the Borough shall pay and satisfy all judgments against said against said Employees arising from such claim.
- 11.3 The Borough shall supply to the Employees and spouses fully paid Blue Cross/ Blue Shield with Rider J, and Major Medical Insurance to cover themselves and their dependents.
- 11.4 The Borough shall endeavor to improve the present health programs by upgrading said programs.
- 11.5 The Borough shall provide a full paid family Dental Plan of insurance covering all Employees and their families. Dependents of Employees are eligible as described herein. Dependents are the Employees' lawful spouse and unmarried children from age 2 until the end of the calendar year in which age 19 is attained or until the end of the calendar year in which age 26 is attained if enrolled as full time students in an accredited school, college or university. Children include step children, adopted children and foster children, provided such children are dependent upon the Employee for support and maintenance. The Plan

shall offer a twenty-five (\$25.00) dollar per year patient deductible to a maximum of seventy-five (\$75.00) dollars per family per year. Coverage under said Dental Plan is to provide a calendar year maximum benefit, per patient, of \$2,000.00 for preventive and Diagnostic, Basic, Crowns and Prosthodontic services, and a maximum lifetime benefit, per patient, of \$750.00 for Orthodontic services. The employer shall have the right to change insurance carriers so long as equivalent benefits are provided to Employees and their families.

11.6 The Borough shall, at its sole cost and expense, provide each Employee with a full family Prescription Plan. The Employer may elect to participate in the Local Prescription Drug Program provided by the New Jersey State Health Benefits Act of the State of New Jersey. The Prescription Drug Program shall apply to active Employees only and will provide coverage as follows:

- a. The co-payment for prescriptions shall coincide with the co-payment schedule provided under the New Jersey State Health Benefits Plan Prescription Coverage Schedule.

The Employer shall have the right to change Prescription Plan carriers so long as equivalent benefits are provided to the Employees and their families.

11.7 a. For those officers who had achieved 20 years of pensionable service as of June 28, 2011, the Borough of Elmwood Park agrees to provide medical coverage upon retirement for the Officer, spouse and dependent children up to the age of 26 with paid medical, dental and prescription insurance at no cost to the employee. The Borough will also reimburse employee and/or spouse for Medicare payments.

- b. For those officers who were hired prior to January 1, 2018 but who do not have

twenty (20) years of pensionable service as of June 28, 2011, the Borough of Elmwood Park agrees to provide medical coverage upon retirement for the Officer, spouse and dependent children up to the age of 26 with paid medical, dental and prescription insurance at no cost to the employee. The Borough will also reimburse employee and/or spouse for Medicare payments. However, in the event that a court of final jurisdiction or an Administrative Agency concludes that employees who did not have twenty (20) years of pensionable service as of June 28, 2011 are required to contribute towards their health insurance in retirement, the parties agree to a maximum employee contribution of 1.5% of the Officers yearly pension benefit.

c. Officers hired after January 1, 2018 will not be eligible for any retirement health benefits, or contribution toward same, from the Borough of Elmwood Park.

ARTICLE XII

SICK LEAVE

12.1 All sick leave shall be accumulated and any unused portion thereof shall be applied toward future illness.

12.2 Upon completion of 22 years of police service, Employees hired on or before December 31, 2017 can request payment over a three-year period for an amount they would be due at retirement. This benefit will only be available once during an Employee's career.

ARTICLE XIII

TERMINAL LEAVE

13.1 Employees who retire shall receive terminal leave immediately prior to retirement, provided said Employee notifies the Borough in writing prior to February 15 of the

year he intends to retire, except for emergency conditions, to be reviewed by the Borough. Such leave shall be computed at the following rates:

1 to 7 years	1 month
8 to 14 years.....	2 months
15 to 21 years.....	3 months
22 years and over	4 months

13.2 The terminal leave provisions contained in Section 13.1 shall not be applicable to new Employees hired subsequent to the date of execution of the January 1, 1995 to December 31, 1997 Agreement.

13.3 In addition to the leave granted pursuant to Section 13.1 above, each Employee hired prior to date of execution of the January 1, 1995 to December 31, 1997 Agreement shall receive remuneration for one half (½) of all accumulated sick days from January 1, 1962 immediately prior to the retirement of such officer, with maximum accumulation of one hundred and twenty (120) working days. Accumulated sick days eligible for payment under this Section are to be paid at the Employees' then current rate of pay at time of their retirement.

13.4 a. Each Employee hired subsequent to the date of execution of the January 1, 1995 to December 31, 1997 Agreement but prior to January 1, 2008, shall receive full remuneration for a one-half (½) of all accumulated sick days from the date of hire to the date of retirement, with a maximum accumulation of two hundred (200) working days. Accumulated sick days eligible for payment under this Section are to be paid at the Employee's then current rate of pay at time of their retirement.

13.4 b. Employees hired on or after January 1, 2008 but prior to January 1, 2018 shall have a 120 working day maximum accumulation applicable to the formula set forth in

this paragraph.

- 13.5 In addition to the applicable terminal leave and/or applicable sick leave provisions as specified in Section 13.1, 13.2, 13.3 and 13.4 above, each Employee hired prior to January 1, 2018 shall be entitled to any accumulated compensatory time and vacation time due the retired Employee. All Employees on staff of the Elmwood Park Police Department as of the date of execution of the January 1, 1995 to December 31, 1997 Agreement shall be permitted an option to take a cash equivalent of all terminal leave and vacation pay upon retirement as a single lump sum payment.
- 13.6 For Employees hired on or after January 1, 2018, the maximum amount of any payment upon separation from employment, whether due to disability, retirement, resignation or any other reason, shall be Fifteen Thousand Dollars (\$15,000.00) for all accumulated time.

ARTICLE XIV

FUNERAL LEAVE

- 14.1 A death in the Employee's immediate family shall not be charged against his compensatory days. Time off shall be given from the day of death up to and including the day after the funeral.
- 14.2 Immediate family shall be defined as follows: mother, father, son, daughter, sister, brother, spouse, mother-in-law, father-in-law, grandchildren, grandparents and all other relatives residing at the Employee's household.

ARTICLE XV

GRIEVANCE PROCEDURE

- 15.1 The purpose of the grievance procedure shall be to settle grievances between the Borough and the Local, and Employees, as quickly as possible so as to insure efficiency and promote the Employee's morale.
- 15.2 A grievance is defined as any disagreement between the Borough and the Employees, or the Local, involving the interpretation, application or violation of policies, agreements and the administrative decisions affecting them.
- 15.3 All grievances shall be processed as follows:
- a. They shall be discussed with the Employee and/or Employees involved and the Local representatives, with the immediate superior, designated by the Chief. The answers shall be made within three days by such immediate superior, to the Local.
 - b. If the grievances are not settled through Step (a), the same shall be reduced to writing by the Local and the Employee and/or Employees and submitted to the Chief, or any person designated by him, and the answer to such grievance shall be made, in writing, with a copy to the Local or Employee and or Employees within five (5) days of their submission.
 - c. If the grievances are not settled by Steps (a) and (b), then the Local or Employee and/or Employees shall have the right to submit such grievances to the Police Commissioner. A written answer to said grievance shall be served upon the individual and the Grievance Committee within seven (7) calendar days after their submission.
 - d.
 1. If the grievance is not settled through the preceding steps, only the Borough or the PBA may refer the matter to the Public Employment Relations Commission within fourteen (14) calendar days after the determination of Step (c) preceding. The Arbitrator shall be selected in accordance with the rules of the said Commission and the expense of the Arbitrator 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.
 2. The Arbitrator 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. The Arbitrator shall have no authority to modify or alter

in any ways the provisions of this Agreement or any amendment or supplement hereto. The decision of the Arbitrator shall be final and binding.

3. It is the intent of the parties that on matters in dispute that are subject to the exclusive review and/or decision of the Merit System Board of the State of New Jersey Department of Personnel ("MSB") may not be submitted to arbitration. The parties herein direct the Arbitrator not to accept or decide to accept any matter in dispute that is subject to mandatory MSB review and decision.

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

e. The Local President or his authorized representative or Employee may report an impending grievance to the Police Commissioner or Chief in an effort to forestall its occurrence.

15.4 Nothing herein shall prevent any Employee from processing his own grievance, provided the Grievance Committee may be present.

ARTICLE XVI

SALARIES

16.1 The salaries for Employees for the term of this Agreement shall be set forth in Appendices A1 through A5 annexed.

16.2 For all Employees hired before January 1, 2018, "Senior Officer Status" shall be paid to all Employees covered by this Agreement who have completed 17 years of police service. Said Officers shall receive a base rate of compensation equal to the base pay for their rank, as calculated in this Article, plus one-half (1/2) the rank differential to the next higher rank. For example, a Police Officer would receive Police Officer's pay

plus one half (½) of the then current rank differential to Sergeant as said Police Officer's base rate. This special base rate category shall be effective for all ranks in the bargaining unit and shall be referred to as "Senior Officer Status". During calendar year 2008 "Senior Officer Status" shall be paid to all Employees consistent with the prior contract.

- 16.3 For all Employees hired on or after January 1, 2018, "Senior Officer Status" described in Section 16.2 shall be paid for Employees who complete twenty (20) years' service to the Borough.

ARTICLE XVII

LONGEVITY

- 17.1 The Longevity schedule listed below shall remain in effect for all Employees hired prior to the date of execution of the January 1, 1995 through December 31, 1997 Agreement.

3 to 5 years of service	1%
6 to 8 years of service	2%
9 to 11 years of service	3%
12 to 14 years of service	4%
15 to 20 years of service	5%
21 to 22 years of service.....	6%
23 years of service and over.....	8%

- 17.2 The longevity schedule listed below shall be applicable to all new Employees hired subsequent to the date of execution of the January 1, 1995 to December 31, 1997 Agreement.

6 to 8 years of service	1%
9 to 11 years of service	2%
12 to 14 years of service	3%
15 to 17 years of service	4%

18 to 20 years of service.....	5%
21 to 22 years of service.....	6%
23 years of service and over.....	8%

17.3 The longevity schedule listed below shall be applicable to all new Employees hired subsequent to July 1, 2008:

6 to 8 years of service	1%
9 to 11 years of service	2%
12 to 14 years of service	3%
15 to 17 years of service	4%
18 to 20 years of service.....	5%
21 years of service and over.....	6%

17.4 The longevity schedule listed below shall be applicable to all new Employees hired subsequent to January 1, 2012 but prior to January 1, 2018:

9 to 11 years of service	1%
12 to 14 years of service	3%
15 to 17 years of service	4%
18 to 20 years of service.....	5%
21 years of service and over.....	6%

17.5 The above longevity payments shall be included in determining pension benefits.

17.6 The longevity entitlements listed in this Article shall be effective on the first day of the year noted for all Employees as of January 1, 2008. For all Employees on or after January 1, 2008, the longevity entitlement shall be effective upon completion of the year of service. For example, an incumbent Employee will receive the higher level of benefit commencing with the first day of said Employee's twenty-first (21st) year of service. A new Employee (hired after January 1, 2008) shall receive the higher level of benefit upon completion of the twenty-first (21st) year of service,

17.7 Longevity shall be eliminated for all Employees hired on or after January 1, 2018.

ARTICLE XVIII

MISCELLANEOUS BENEFITS

18.1 The work schedule for all Employees covered by this Agreement shall be posted by the employer six (6) months in advance at all times.

18.2 The Borough shall pay to an Employee the sum of Four Dollars (\$4.00) per day as expenses, if off duty, while an Employee is attending Bergen County Police Academy (other than a new Employee going through basic training). This pertains to all advanced courses during time off.

18.3 There shall be two-officer patrol between sunset and sunrise and if manpower permits.

18.4 The Borough will provide payment of all hospitalization plans for retired members and their family (wife and each child under twenty-six (26) years of age).

18.5 Higher education or college program commencing January 1, 1977:

a. In addition to his base salary, any officer who is the recipient of a master's Degree shall receive Fifteen Hundred (\$1,500.00) Dollars annually. The recipient of a Bachelor's Degree shall receive Twelve Hundred (\$1,200.00) Dollars annually; and the recipient of an Associate degree (or the equivalent) shall receive Six Hundred Eighty (\$680.00) Dollars annually. All incentive payable commencing January 1 of the year thereafter.

b. Once an Associate, Bachelor or Master's Degree has been earned, payments for each shall continue permanently throughout the Officer's career with the Department.

18.6 Technical Training Program commencing January 1, 1977 - Department officers

completing Technical Police training Programs shall be eligible for additional compensation to the extent indicated hereinafter:

- a. All Technical training hours credits shall be compensated at the rate of Twenty (\$20.00) Dollars for every thirty-five (35) hours of such training.
- b. All courses offered at accredited police academies shall be eligible for incentive pay credit.

18.7 Consistent with the principle fair day's work for a fair day's pay, and consistent with the Employee's Welfare in regard to safety, health and sustained effort, the parties agree to cooperate with efforts to increase Employee effectiveness and productivity, provided that disputes concerning proper workload assignments shall be subject to the grievance procedure of this contract.

18.8 The parties agree to cooperate with encouraging Employees afflicted with alcoholism or drug addition to undergo a program directed to their rehabilitation.

18.9 Job Openings - The Employer shall advise the Local of all job openings for promotion and/or transfer to the higher classifications covered by this Agreement. The Employer shall post any such job openings and provide as much notice as reasonably possible in advance of filing the position.

ARTICLE XIX

OFF DUTY POLICE ACTION

19.1 Since all Police Officers are presumed to be subject to duty twenty-four (24) hours per day, the parties agree that 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 as police action as if he were on active duty.

19.2 Recognizing that the Employer and its resident benefit from the additional protection afforded them by off duty Police Officers, and further recognizing the weighty responsibility and hazards confronting each off duty officer, the employer agrees to pay such Employees an additional sum to be added to the regular and periodic payments the Employees receive in the following amount: One (\$1.00) dollar per year which shall be considered as part of the base annual wage.

ARTICLE XX

WORK IN HIGHER RANK

20.1 In the patrol division only, on occasions where a superior officer is not present, a patrol officer shall be designated as Officer in Charge of the tour. The Officer in Charge will be responsible for the tour. The Officer in Charge will be paid at nine percent (9%) increase over what he or she would have earned for that tour of duty.

ARTICLE XXI

REPLACEMENTS

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

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

ARTICLE XXII

AGENCY SHOP

- 22.1 Any permanent Employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days of initial employment with the unit, and any permanent Employee previously employed within the unit who does not join the Union within (10) days of re-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 amount of the representation fee at any time to reflect changes in the regular entitlement to the representation fee shell 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.
- 22.2 The Union agrees that it will indemnify and save harmless the Borough against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the Borough at the request of the Union under this Article.

ARTICLE XXIII

TERM AND RENEWAL

- 23.1 This Agreement shall have a term from January 1, 2018 through December 31, 2025. If the parties have not executed a successor Agreement by December

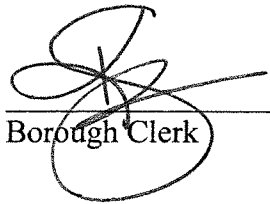
31, 2025 then this Agreement shall continue in full force and effect until a successor Agreement is executed. Negotiations for a successor Agreement shall be in accordance with the Rules of the Public Employment Relations Commission.

ARTICLE XXIV

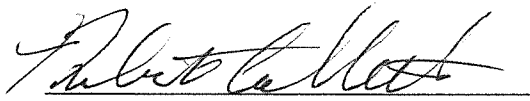
24.1 The provisions of this Agreement shall be subject and subordinate to, and shall not annul or modify existing applicable provisions of the State and Local laws.

24.2 If any provision of this Agreement or any application of this Agreement to any Employee, member or group of Employees or members is held to be invalid by operation of law, by any Court, administrative body or other tribunal of competent jurisdiction, all other provisions and applications contained herein shall continue in full force and effect, and shall be unaffected thereby.

Witness or Attest:

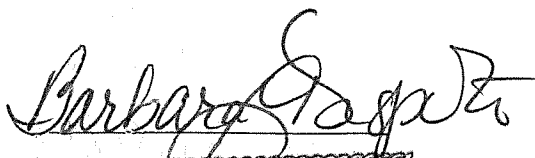
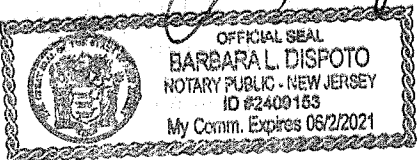

Borough Clerk


BOROUGH OF ELMWOOD PARK


Robert Colletti, Mayor

9/5/17

POLICEMEN'S BENEVOLENT
ASSOCIATION, LOCAL 185,
ELMWOOD PARK POLICE DEPARTMENT


Thomas Giammanco, President

9/5/17

APPENDIX A-1
Patrol Officers Hired After January 1, 2002

	Effective 1/1/2018	Effective 1/1/2019	Effective 1/1/2020	Effective 1/1/2021	Effective 1/1/2022	Effective 1/1/2023	Effective 1/1/2024	Effective 1/1/2025
Patrol Officer Academy	38,445	39,118	39,881	40,658	41,451	42,259	43,083	43,924
Until Completion of 1st year	51,549	52,451	53,474	54,517	55,580	56,664	57,768	58,895
Start of 2nd year	83,181	84,637	86,287	87,970	89,685	91,434	93,217	95,035
Start of 3rd year	93,787	95,428	97,289	99,186	101,120	103,092	105,103	107,152
Start of 4th year	104,389	106,216	108,287	110,399	112,551	114,746	116,984	119,265
Start of 5th year	114,937	116,948	119,229	121,554	123,924	126,341	128,804	131,316
Start of 6th year	123,088	125,242	127,684	130,174	132,712	135,300	137,939	140,629
Start of 7th year	131,240	133,537	136,141	138,795	141,502	144,261	147,074	149,942
Start of 8th year	139,393	141,832	144,598	147,418	150,292	153,223	156,211	159,257
Sergeant	151,938	154,597	157,612	160,685	163,818	167,013	170,270	173,590
Lieutenant	164,093	166,965	170,220	173,540	176,924	180,374	183,891	187,477
Captain	177,220	180,321	183,838	187,422	191,077	194,803	198,602	202,475
Deputy Chief	191,398	194,747	198,545	202,417	206,364	210,388	214,490	218,673

Effective January 1, 2008, a rank differential of nine percent (9%) shall exist between the top base pay of Patrolmen and the base pay of Sergeant; eight percent (8%) rank differential between the top base pay of Sergeant and the top base pay of Lieutenant; eight percent (8%) rank differential between the top base pay of Lieutenant and the top base pay of Captain, and eight percent (8%) rank differential between the top base pay of Captain and the Deputy Chief.

Detective Salary Differential - Effective and retroactive to January 1, 2018, Detectives shall receive their base salary plus the sum of \$450.00 for one (1) to three years' service, and their base salary plus the sum of \$750.00 commencing with the fourth year of service in that capacity.

APPENDIX A-2
Patrol Officers Hired After August 1, 2004

	Effective 1/1/2018	Effective 1/1/2019	Effective 1/1/2020	Effective 1/1/2021	Effective 1/1/2022	Effective 1/1/2023	Effective 1/1/2024	Effective 1/1/2025
Patrol Officer Academy	38,445	39,118	39,881	40,658	41,451	42,259	43,083	43,924
Until Completion of 1st year	51,064	51,958	52,971	54,004	55,057	56,130	57,225	58,341
Start of 2nd year	63,680	64,794	66,058	67,346	68,659	69,998	71,363	72,755
Start of 3rd year	76,299	77,634	79,148	80,691	82,265	83,869	85,505	87,172
Start of 4th year	88,917	90,473	92,237	94,036	95,870	97,739	99,645	101,588
Start of 5th year	102,461	104,254	106,287	108,360	110,473	112,627	114,823	117,062
Start of 6th year	114,152	116,150	118,415	120,724	123,078	125,478	127,925	130,419
Start of 7th year	126,885	129,105	131,623	134,190	136,806	139,474	142,194	144,967
Start of 8th year	139,393	141,832	144,598	147,418	150,292	153,223	156,211	159,257
Sergeant	151,938	154,597	157,612	160,685	163,818	167,013	170,270	173,590
Lieutenant	164,093	166,965	170,220	173,540	176,924	180,374	183,891	187,477
Captain	177,220	180,321	183,838	187,422	191,077	194,803	198,602	202,475
Deputy Chief	191,398	194,747	198,545	202,417	206,364	210,388	214,490	218,673

Effective January 1, 2008, a rank differential of nine percent (9%) shall exist between the top base pay of Patrolmen and the base pay of Sergeant; eight percent (8%) rank differential between the top base pay of Sergeant and the top base pay of Lieutenant; eight percent (8%) rank differential between the top base pay of Lieutenant and the top base pay of Captain, and eight percent (8%) rank differential between the top base pay of Captain and the Deputy Chief.

Detective Salary Differential - Effective and retroactive to January 1, 2018, Detectives shall receive their base salary plus the sum of \$450.00 for one (1) to three years' service, and their base salary plus the sum of \$750.00 commencing with the fourth year of service in that capacity.

APPENDIX A-3
Patrol Officers Hired After June 1, 2008

	Effective 1/1/2018	Effective 1/1/2019	Effective 1/1/2020	Effective 1/1/2021	Effective 1/1/2022	Effective 1/1/2023	Effective 1/1/2024	Effective 1/1/2025
Patrol Officer								
Academy	38,445	39,118	39,881	40,658	41,451	42,259	43,083	43,924
Until Completion of 1st year	51,064	51,958	52,971	54,004	55,057	56,130	57,225	58,341
Start of 2nd year	63,680	64,794	66,058	67,346	68,659	69,998	71,363	72,755
Start of 3rd year	68,725	69,928	71,291	72,681	74,099	75,544	77,017	78,519
Start of 4th year	78,820	80,199	81,763	83,358	84,983	86,640	88,330	90,052
Start of 5th year	88,914	90,470	92,234	94,033	95,866	97,736	99,642	101,585
Start of 6th year	99,007	100,740	102,704	104,707	106,749	108,830	110,952	113,116
Start of 7th year	109,101	111,010	113,175	115,382	117,632	119,926	122,264	124,648
Start of 8th year	119,195	121,281	123,646	126,057	128,515	131,021	133,576	136,181
Start of 9th year	129,289	131,552	134,117	136,732	139,398	142,117	144,888	147,713
Start of 10th year	139,393	141,832	144,598	147,418	150,292	153,223	156,211	159,257
Sergeant	151,938	154,597	157,612	160,685	163,818	167,013	170,270	173,590
Lieutenant	164,093	166,965	170,220	173,540	176,924	180,374	183,891	187,477
Captain	177,220	180,321	183,838	187,422	191,077	194,803	198,602	202,475
Deputy Chief	191,398	194,747	198,545	202,417	206,364	210,388	214,490	218,673

Effective January 1, 2008, a rank differential of nine percent (9%) shall exist between the top base pay of Patrolmen and the base pay of Sergeant; eight percent (8%) rank differential between the top base pay of Sergeant and the top base pay of Lieutenant; eight percent (8%) rank differential between the top base pay of Lieutenant and the top base pay of Captain, and eight percent (8%) rank differential between the top base pay of Captain and the Deputy Chief.

Detective Salary Differential - Effective and retroactive to January 1, 2018, Detectives shall receive their base salary plus the sum of \$450.00 for one (1) to three years' service, and their base salary plus the sum of \$750.00 commencing with the fourth year of service in that capacity.

APPENDIX A-4

Patrol Officers Hired After January 1, 2012

	Effective	Effective	Effective	Effective	Effective	Effective	Effective	Effective
Patrol Officer	1/1/2018	1/1/2019	1/1/2020	1/1/2021	1/1/2022	1/1/2023	1/1/2024	1/1/2025
Academy	38,445	39,118	39,881	40,658	41,451	42,259	43,083	43,924
Until Completion of 1st year	51,064	51,958	52,971	54,004	55,057	56,130	57,225	58,341
Start of 2nd year	59,895	60,943	62,132	63,343	64,578	65,838	67,121	68,430
Start of 3rd year	68,728	69,931	71,294	72,685	74,102	75,547	77,020	78,522
Start of 4th year	77,560	78,917	80,456	82,025	83,625	85,255	86,918	88,613
Start of 5th year	86,393	87,905	89,619	91,367	93,148	94,965	96,816	98,704
Start of 6th year	95,226	96,892	98,782	100,708	102,672	104,674	106,715	108,796
Start of 7th year	104,057	105,878	107,943	110,047	112,193	114,381	116,612	118,886
Start of 8th year	112,889	114,865	117,104	119,388	121,716	124,089	126,509	128,976
Start of 9th year	121,722	123,852	126,267	128,729	131,240	133,799	136,408	139,068
Start of 10th year	130,554	132,839	135,429	138,070	140,762	143,507	146,306	149,158
Start of 11th year	139,393	141,832	144,598	147,418	150,292	153,223	156,211	159,257
Sergeant	151,938	154,597	157,612	160,685	163,818	167,013	170,270	173,590
Lieutenant	164,093	166,965	170,220	173,540	176,924	180,374	183,891	187,477
Captain	177,220	180,321	183,838	187,422	191,077	194,803	198,602	202,475
Deputy Chief	191,398	194,747	198,545	202,417	206,364	210,388	214,490	218,673

Effective January 1, 2008, a rank differential of nine percent (9%) shall exist between the top base pay of Patrolmen and the base pay of Sergeant; eight percent (8%) rank differential between the top base pay of Sergeant and the top base pay of Lieutenant; eight percent (8%) rank differential between the top base pay of Lieutenant and the top base pay of Captain, and eight percent (8%) rank differential between the top base pay of Captain and the Deputy Chief.

Detective Salary Differential - Effective and retroactive to January 1, 2018, Detectives shall receive their base salary plus the sum of \$450.00 for one (1) to three years' service, and their base salary plus the sum of \$750.00 commencing with the fourth year of service in that capacity.

APPENDIX A-5

Patrol Officers Hired After January 1, 2018

	Effective 1/1/2018	Effective 1/1/2019	Effective 1/1/2020	Effective 1/1/2021	Effective 1/1/2022	Effective 1/1/2023	Effective 1/1/2024	Effective 1/1/2025
Patrol Officer Academy	38,445	39,118	39,881	40,658	41,451	42,259	43,083	43,924
Until Completion of 1st year	51,064	51,958	52,971	54,004	55,057	56,130	57,225	58,341
Start of 2nd year	56,953	57,950	59,080	60,232	61,407	62,604	63,824	65,069
Start of 3rd year	62,842	63,942	65,189	66,460	67,756	69,077	70,424	71,797
Transfer	68,731	69,934	71,298	72,688	74,105	75,550	77,023	78,525
Start of 4th year	74,620	75,926	77,406	78,916	80,455	82,024	83,623	85,254
Start of 5th year	80,509	81,918	83,515	85,144	86,804	88,497	90,223	91,982
Start of 6th year	86,398	87,910	89,624	91,372	93,154	94,970	96,822	98,710
Start of 7th year	92,287	93,902	95,733	97,600	99,503	101,443	103,422	105,438
Start of 8th year	98,176	99,894	101,842	103,828	105,853	107,917	110,021	112,166
Start of 9th year	104,065	105,886	107,951	110,056	112,202	114,390	116,621	118,895
Start of 10th year	109,954	111,878	114,060	116,284	118,552	120,863	123,220	125,623
Start of 11th year	115,843	117,870	120,169	122,512	124,901	127,337	129,820	132,351
Start of 12th year	121,732	123,862	126,278	128,740	131,250	133,810	136,419	139,079
Start of 13th year	127,621	129,854	132,387	134,968	137,600	140,283	143,019	145,808
Start of 14th year	133,510	135,846	138,495	141,196	143,949	146,756	149,618	152,536
Start of 15th year	139,393	141,832	144,598	147,418	150,292	153,223	156,211	159,257
1st Sergeant	139,393	141,832	144,598	147,418	150,292	153,223	156,211	159,257
2nd Sergeant	151,938	154,597	157,612	160,685	163,818	167,013	170,270	173,590
Lieutenant	164,093	166,965	170,220	173,540	176,924	180,374	183,891	187,477
Captain	177,220	180,321	183,838	187,422	191,077	194,803	198,602	202,475
Deputy Chief	191,398	194,747	198,545	202,417	206,364	210,388	214,490	218,673

Effective January 1, 2008, a rank differential of nine percent (9%) shall exist between the top base pay of Patrolmen and the base pay of Sergeant; eight percent (8%) rank differential between the top base pay of Sergeant and the top base pay of Lieutenant; eight percent (8%) rank differential between the top base pay of Lieutenant and the top base pay of Captain, and eight percent (8%) rank differential between the top base pay of Captain and the Deputy Chief.

Detective Salary Differential - Effective and retroactive to January 1, 2018, Detectives shall receive their base salary plus the sum of \$450.00 for one (1) to three years' service, and their base salary plus the sum of \$750.00 commencing with the fourth year of service in that capacity.