

FINAL VERSION – ADOPTED 11/6/2008

AGREEMENT

BETWEEN

**BOROUGH OF ELMWOOD PARK
Bergen County, New Jersey**

and

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

JANUARY 1, 2008 THROUGH DECEMBER 31, 2011

INDEX

ARTICLE	TITLE	PAGE
I	PBA	2
II	RETENTION OF EXISTING BENEFITS	2
III	LOCAL REPRESENTATIVES	2
IV	RETENTION OF CIVIL RIGHTS	4
V	AGREEMENTS	4
VI	MANAGEMENT RIGHTS	4
VII	WORK WEEK, CALL IN O.T., COURT	5
VIII	EXCHANGE OF DAYS OFF	7
IX	NON-REGULAR DAYS OFF AND PRIORITY HOLIDAYS	7
X	VACATIONS	9
XI	INSURANCE, HEALTH & WELFARE	10
XII	SICK LEAVE	12
XIII	HOLIDAYS	12
XIV	CLOTHING ALLOWANCE	14
XV	TERMINAL LEAVE	14
XVI	FUNERAL LEAVE	16
XVII	GRIEVANCE PROCEDURE	17
XVIII	SALARIES	19
XIX	LONGEVITY	19
XX	MISCELLANEOUS BENEFITS	21
XXI	OFF DUTY POLICE ACTION	23
XXII	WORK IN HIGHER RANK	24
XXIII	REPLACEMENTS	24
XXIV	AGENCY SHOP	25
XXV	TERM & RENEWAL	26
XXVI	SIGNATURE PAGE	27
	APPENDIX A - SALARIES	28
	APPENDIX B - SALARIES	29
	APPENDIX C - SALARIES	30
	APPENDIX D - SALARIES	31

THIS AGREEMENT is made and entered into this ____ day of _____, 2008 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, are 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 1.1 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.
- c. For all hours worked on the following holidays: New Year's Day, Christmas Day. Effective only as of April 7, 1990 and thereafter, any

Employee who shall work on New Year's Day or Christmas Day shall receive New Year's Day or Christmas Day as a compensable day off at some other time in the course of the year.

7.3 All Court, Administrative Body and Grand Jury appearances shall be compensated at the overtime (time and one half (1 ½)) 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 (1 ½)) 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) men.

ARTICLE IX

NON-REGULAR DAYS OFF AND PRIORITY HOLIDAYS

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) men 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) men 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
- 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 service	12 working days
Upon Completion of the 5 th Year to 10 years of service	12 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) men.

- 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. This limitation shall be effective January 1, 2009.

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 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 23 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 cost to the Employee for regular brand named prescriptions will be \$5.00;
- b. The cost to the Employee for generic brand prescriptions will be \$1.00, and a thirty (30) day supply will cost the Employee nothing provided it is obtained via US Mail from the National pharmacy.

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

ARTICLE XII

SICK LEAVE

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

ARTICLE XIII

HOLIDAYS

- 13.1 All Employees, in addition to their regular wages, shall receive the

following holidays, plus their personal day and all other holidays where Elmwood

Park Borough Employees are granted days off:

- New Year's Day
- Martin Luther King's Birthday
- Lincoln's Birthday
- Washington's Birthday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Election Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

13.2 Every Employee shall have his/her holiday entitlement converted to an equivalent value in dollars, at said Employee's then current rate of compensation, and paid along with his/her regular bi-weekly pay. It is understood that an Employee under this paragraph shall not be permitted to take both his time off and bank the same time. The value of the days for compensation purposes under this paragraph shall be the respective Employees then current daily rate. The salary schedules at the end of this contract include the holiday benefit (calculated at 5.38%).

ARTICLE XIV

CLOTHING ALLOWANCE

14.1 Each Employee shall receive an annual clothing allowance. The annual clothing allowance which shall be paid in a lump sum on the first pay day of the month of April of each year shall be as follows:

- Effective January 1, 2008 - \$675
- Effective January 1, 2009 - \$725
- Effective January 1, 2010 - \$775
- Effective January 1, 2011 - \$775

The amount of \$350 of said allowance shall be allocated for clothing maintenance.

14.2 Effective with the April, 1990 clothing allowance reimbursement, said reimbursement shall be for all clothing expenditures incurred through the last day of the previous calendar year.

ARTICLE XV

TERMINAL LEAVE

15.1 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

15.2 The terminal leave provisions contained in Section 15.1 shall not be applicable to new Employees hired subsequent to the date of execution of the January 1, 1995 to December 31, 1997 Agreement.

15.3 In addition to the leave granted pursuant to Section 15.1 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 ($\frac{1}{2}$) 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.

15.4 a. Each Employee hired subsequent to the date of execution of the January 1, 1995 to December 31, 1997 Agreement, shall receive full remuneration for a one-half ($\frac{1}{2}$) 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.

15.4 b. Employees hired on or after January 1, 2008 shall have a 120 working day maximum accumulation applicable to the formula set

forth in this paragraph.

- 15.5 In addition to the applicable terminal leave and/or applicable sick leave provisions as specified in Section 15.1, 15.2, 15.3 and 15.4 above, each Employee 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.

ARTICLE XVI

FUNERAL LEAVE

- 16.1 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.
- 16.2 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 XVII

GRIEVANCE PROCEDURE

17.1 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.

17.2 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.

17.3 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.

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

ARTICLE XVIII

SALARIES

- 18.1 The salaries for Employees for the term of this Agreement shall be set forth in Appendix A annexed.
- 18.2 Effective January 1, 2009, "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 ($\frac{1}{2}$) the rank differential to the next higher rank. For example, a Police Officer would receive Police Officer's pay plus one half ($\frac{1}{2}$) 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.

ARTICLE XIX

LONGEVITY

- 19.1 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%

19.2 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%

19.3 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%

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

19.5 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.

ARTICLE XX

MISCELLANEOUS BENEFITS

- 20.1 The work schedule for all Employees covered by this Agreement shall be posted by the employer six (6) months in advance at all times.
- 20.2 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.
- 20.3 There shall be two-man patrol between sunset and sunrise and if manpower permits.
- 20.4 The Borough will provide payment of all hospitalization plans for retired members and their family (wife and each child under eighteen (18) years of age).
- 20.5 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.

20.6 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.

20.7 Cardiopulmonary Resuscitation (CPR) - Each Employee hired after January

1, 1989, covered by this Agreement who is required to obtain an initial Cardiopulmonary Resuscitation (CPR) certification shall be compensated in the amount of \$125.00 upon satisfactory completion of the course. Effective and retroactive to January 1, 1989, any Employee covered by this Agreement who is required to obtain re-certification or attend refresher courses shall be paid a sum equal to one and one-half (1½) times his then applicable rate of pay for each hour of attendance provided the Employee shall have taken the course on his own time and not on police time. Payment thereof shall be made upon completion of the re-certification and/or refresher courses.

20.8 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.

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

20.10 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 XXI

OFF DUTY POLICE ACTION

21.1 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.

21.2 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 XXII

WORK IN HIGHER RANK

22.1 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 an nine percent (9%) increase over what he or she would have earned for that tour of duty.

ARTICLE XXIII

REPLACEMENTS

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

No post presently filled by a full time Employee covered by this

Agreement shall be covered by any non-Police Officer, part time or other personnel.

ARTICLE XXIV

AGENCY SHOP

24.1 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 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.

24.2 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 XXV

TERM AND RENEWAL

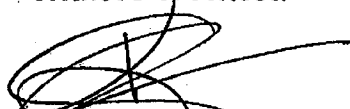
25.1 This Agreement shall have a term from January 1, 2008 through December 31, 2011. If the parties have not executed a successor Agreement by December 31, 2011 then this Agreement shall continue in full force and effect until a successor Agreement is executed. Negotiations for a successor Agreement shall be in accordance with the Rules of the Public Employment Relations Commission.

ARTICLE XXVI

26.1 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.

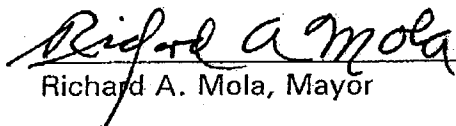
26.2 If any provision of this Agreement or any application of this Agreement to any Employee, member or group of Employees or members is held to be invalid by operation of law, by any Court, administrative body or other tribunal of competent jurisdiction, all other provisions and applications contained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

Witness or Attest:



Borough Clerk

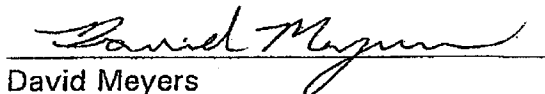
BOROUGH OF ELMWOOD PARK



Richard A. Mola, Mayor

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





David Meyers

JOAN TULLY
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES FEB. 24, 2009



APPENDIX A
Patrol Officers Hired Before January 1, 2002

Patrol Officer	Eff. 1/1/08	Eff. 1/1/09	Eff. 1/1/10	Eff. 1/1/11
Academy	\$25,998	\$27,025	\$28,092	\$29,202
Until completion of 1 st year	36,223	37,654	39,142	40,688
Start of 2 nd yr.	60,910	63,315	65,816	68,416
Start of 3 rd yr.	69,186	71,919	74,760	77,713
Start of 4 th yr.	77,459	80,519	83,700	87,006
Start of 5 th yr.	85,691	89,076	92,594	96,252
Start of 6 th yr.	104,776	108,915	113,217	117,689
Sergeant	114,206	118,717	123,407	128,281
Lieutenant	123,342	128,215	133,279	138,543
Captain	133,210	138,472	143,941	149,627
Deputy Chief	143,866	149,550	155,457	161,597

Effective January 1, 2008, A rank differential of nine percent (9%) shall exist between the top base pay of Patrolman 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; and 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.

Effective and retroactive to January 1, 1990 every member of the bargaining unit who is assigned to a rotation which includes the 11:00 PM to 7:00 AM shift shall receive a shift differential payment in the amount of \$450.00 in addition to their regular salary, provided the officer works a minimum of two (2) rotations of the 11:00 PM to the 7:00 AM shift.

Effective and retroactive to January 1, 1998, those members who qualify for the shift differential payment provided in Appendix A, upon the commencement to their fourth year of service to the Borough and thereafter, will receive an additional shift differential payment of \$300.00 for a total shift differential payment of \$750.

Detective Salary Differential - Effective and retroactive to January 1, 1989, Detective Patrolmen or Detective Sergeants 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 B
Patrol Officers Hired After January 1, 2002

Patrol Officer	Eff. 1/1/08	Eff. 1/1/09	Eff. 1/1/10	Eff. 1/1/11
Academy	\$25,998	\$27,025	\$28,092	\$29,202
Until completion of 1 st year	36,223	37,654	39,142	40,688
Start of 2 nd yr.	60,910	63,315	65,816	68,416
Start of 3 rd yr.	69,186	71,919	74,760	77,713
Start of 4 th yr.	77,459	80,519	83,700	87,006
Start of 5 th yr.	85,691	89,076	92,594	96,252
Start of 6 th yr.	92,053	95,689	99,467	103,398
Start of 7 th yr.	98,414	102,301	106,342	110,542
Start of 8 th yr.	104,776	108,915	113,217	117,689
Sergeant	114,206	118,717	123,407	128,281
Lieutenant	123,342	128,215	133,279	138,543
Captain	133,210	138,472	143,941	149,627
Deputy Chief	143,866	149,550	155,457	161,597

APPENDIX C

Patrol Officers Hired After August 1, 2004

Patrol Officer	Eff. 1/1/08	Eff. 1/1/09	Eff. 1/1/10	Eff. 1/1/11
Academy	\$25,998	\$27,025	\$28,092	\$29,202
Until completion of 1 st year	35,845	37,261	38,733	40,263
Start of 2 nd yr.	45,691	47,486	49,372	51,322
Start of 3 rd yr.	55,538	57,732	60,013	62,383
Start of 4 th yr.	65,386	67,968	70,653	73,444
Start of 5 th yr.	75,955	78,955	82,074	85,316
Start of 6 th yr.	85,079	88,440	91,933	95,564
Start of 7 th yr.	95,015	98,769	102,670	106,725
Start of 8 th yr.	104,776	108,915	113,217	117,689
Sergeant	114,206	118,717	123,407	128,281
Lieutenant	123,342	128,215	133,279	138,543
Captain	133,210	138,472	143,941	149,627
Deputy Chief	143,866	149,550	155,457	161,597

APPENDIX D
Patrol Officers Hired After June 1, 2008

Patrol Officer	Eff. 1/1/08	Eff. 1/1/09	Eff. 1/1/10	Eff. 1/1/11
Academy	\$25,998	\$27,025	\$28,092	\$29,202
Until completion of 1 st year	35,845	37,261	38,733	40,263
Start of 2 nd yr.	45,691	47,496	49,372	51,322
Start of 3 rd yr.	49,629	51,589	53,627	55,745
Start of 4 th yr.	57,506	59,777	62,139	64,593
Start of 5 th yr.	65,383	67,966	70,650	73,441
Start of 6 th yr.	73,260	76,154	79,162	82,289
Start of 7 th yr.	81,137	84,342	87,673	91,137
Start of 8 th yr.	89,014	92,530	96,185	99,984
Start of 9 th yr.	96,891	100,718	104,697	108,832
Start of 10 th yr	104,776	108,915	113,217	117,689
Sergeant	114,206	118,717	123,407	128,281
Lieutenant	123,342	128,215	133,279	138,543
Captain	133,210	138,472	143,941	149,627
Deputy Chief	143,866	149,550	155,457	161,597