

A G R E E M E N T

BETWEEN

Franklin Lakes Borough

THE BOROUGH OF FRANKLIN LAKES

AND

THE FRANKLIN LAKES POLICEMEN'S BENEVOLENT ASSOCIATION; LOCAL #150

1989-1990

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS

OCT 2 1989

RUTGERS UNIVERSITY

January 1, 1989 December 31, 1990

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A G R E E M E N T

BETWEEN

THE BOROUGH OF FRANKLIN LAKES

AND

THE FRANKLIN LAKES POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 150

PREAMBLE

This agreement, made this 30th day of November, 1988 between the BOROUGH OF FRANKLIN LAKES, a municipal corporation of the State of New Jersey (hereinafter referred to as the "Borough") and the FRANKLIN LAKES POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 150, NEW JERSEY (hereinafter referred to as the "Department"), shall be effective from January 1, 1989 through December 31, 1990, except as otherwise provided.

It is agreed and acknowledged that it is the desire and intent of the Borough and the Department to cooperate to maintain the mutually satisfactory conditions of employment and harmonious relations heretofore experienced between the parties, and further, that every effort will be made to maintain this atmosphere. The Borough recognizes and the Department agrees that the undersigned members of the Department are the sole and exclusive representatives of covered personnel as set forth in Article I hereto and that they legally represent and may bind the Department in all aspects of this agreement.

ARTICLE I

COVERED PERSONNEL- This Agreement shall apply to all full-time officers and patrolmen of the Department employed by the Borough, with the exception of the ranks of Chief, Captain and Lieutenant.

ARTICLE II

MANAGEMENT RIGHTS-Nothing contained herein shall be construed to deny or restrict the Borough of any of its rights, responsibilities and authority as provided by the laws and constitutions of the United States and the State of New Jersey and as provided by and set forth within the code of the Borough of Franklin Lakes.

ARTICLE III

SALARIES-The following salary schedule, effective January 1, 1989 and in force through December 31, 1989, is the established salary rate for all covered personnel:

| | |
|-----------------------|--------|
| SERGEANT..... | 43,573 |
| PATROLMAN GRADE 1.... | 41,360 |
| PATROLMAN GRADE 2.... | 37,549 |
| PATROLMAN GRADE 3.... | 32,125 |
| PATROLMAN GRADE 4.... | 27,308 |
| PATROLMAN GRADE 5.... | 21,280 |

The following salary schedule, effective January 1, 1990 and in force through December 31, 1990, is the established salary rate for all covered personnel:

| | |
|-----------------------|--------|
| SERGEANT..... | 46,623 |
| PATROLMAN GRADE 1.... | 44,255 |
| PATROLMAN GRADE 2.... | 40,177 |
| PATROLMAN GRADE 3.... | 34,373 |
| PATROLMAN GRADE 4.... | 29,219 |
| PATROLMAN GRADE 5.... | 22,769 |

DETECTIVE: Any officer assigned to the Detective Bureau shall be entitled to an additional \$600.00 per year, which shall be paid at a quarterly rate and pro-rated for the period of such assignment.

TRAFFIC SAFETY BUREAU OFFICER: The officer who is assigned to be the officer for the Traffic Safety Bureau of the Police Department of the Borough of Franklin Lakes, shall be entitled to an additional \$500.00 per year, which shall be paid at a quarterly rate and pro-rated for the period of such assignment.

Patrolmen shall become eligible for advancement to the next higher patrolman's grade at their annual anniversary date of employment as a police officer with the Borough. Upon attaining the rank of Patrolman Grade 1, an officer shall be entitled to the appropriate negotiated salary for that grade on the first day of January of each succeeding year.

ARTICLE IV

COMPENSATION FOR COLLEGE DEGREES

A. Each employee who shall have previously attained or who shall attain during the calendar year an Associate's, Bachelor's or Master's Degree in Police Science from an accredited institution of higher education shall receive a pro-rata share (as determined by the provisions of paragraph B) of an annual stipend on account of the highest such degree level attained (which shall be non-cumulative)

as follows: Associate's Degree.....\$1360.00
Bachelor's Degree.....\$1610.00
Master's Degree.....\$2110.00

Said stipend shall be in addition to, but not considered a part of, said employee's base salary, and as such, shall not be included in the calculation of any overtime which may be due said employee.

B. The annual stipends provided for in paragraph A shall be pro-rated based upon the date on which the degree in question was conferred. The stipend shall be paid in a lump sum amount on the first payment date of the month of December for other compensation.

C. Notwithstanding the provisions of paragraphs A and B, no college degree compensation shall be due, payable or owed to any newly-hired employee until that employee shall be over his probationary period, at which time college degree compensation shall be paid pro-rata based upon the date that the Officer completes his probationary period.

D. The governing body shall have the sole right to determine whether a course of study leading to an Associate's, Bachelor's or Master's Degree was in Police Science and is primarily in the field of police work, as required as a condition for the entitlement to the stipend set forth in paragraph A, which determination of the governing body shall be final and not subject to the grievance procedure. Notwithstanding the foregoing, the courses set forth in schedule A attached hereto shall be deemed acceptable for the purposes of this agreement.

ARTICLE V

VACATIONS- Employees shall be entitled to vacations based on their length of employment with the Borough as follows:

During the first year of employment
but only after the completion of
six (6) months employment.....6 working days

Commencing with the second year
through the sixth year.....12 working days

Commencing with the seventh year
through the thirteenth year.....17 working days

Commencing with the fourteenth year
through the eighteenth year.....21 working days

Commencing with the nineteenth year
through the twentieth year.....22 working days

Commencing with the twenty-first year.....23 working days

Commencing with the twenty-second year.....24 working days

Commencing with the twenty-third year.....25 working days

Commencing with the twenty-fourth year.....26 working days

ARTICLE VI

HOLIDAYS- Each employee shall be compensated with fourteen paid holidays per calendar year; said holidays are as follows:

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

B. In addition to the holidays set forth in paragraph A, all employees shall be entitled to such additional holidays as may be granted to any other Borough employees by declaration of the Mayor and Council and shall include emergency days off when the Municipal Building is not open for normal business due to weather conditions which are the basis of such declared holidays.

C. If a holiday occurs during an employee's regulary scheduled day off, he shall maintain his entitlement to such paid holiday.

D. In addition to the holidays set forth in paragraph A, all employees shall be entitled to one (1) personal day per calendar year, to be taken at the employee's discretion.

E. Holidays shall be granted and taken at a time which is mutually agreeable to the employee and the officer in charge of the squad with which the employee is assigned provided that the operational needs of the Department and the safety and welfare of the Borough are not impaired thereby.

ARTICLE VII

LEGAL EXPENSES- In the event that a police officer is charged with a violation of the law as a result of acts purportedly committed by him in the course of performing his duties, said officer may retain legal counsel to defend him and, in the event that he is found not guilty, the Borough agrees to pay the reasonable cost of the legal expenses incurred in such defense subject to the prior approval of the governing body as to the rate of compensation.

ARTICLE VIII

MEDICAL, DENTAL AND LIFE INSURANCE

A. All existing medical and hospitalization insurance shall be maintained during the term of this Agreement. Upon the resignation dismissal or retirement of an employee before twenty-five (25) years of service, all life health and hospitalization insurance provided by the Borough shall terminate with respect to such employee; provided, however, that such insurance may continue in full force and effect after an employee's retirement before twenty-five (25) years of service, if said employee shall elect to pay the premiums therefore and the same is permitted by law.

B. For employees who retire after twenty-five (25) years of service, the Borough will provide full (100%) medical insurance including family coverage. Insurance coverage for fully retired (25 years of service) employees, as authorized herein, is secondary to any coverage or benefits available or which may become available from Medicare or any other sources of such insurance, governmental or otherwise. Additionally, such coverage as may be provided by the Borough will be discontinued for any period when insurance

coverage is obtained as a result of other employment but will be reinstated upon the termination of such other employment.

C. If, as a direct casual result of injuries suffered in the line of duty, any member of the Department is killed or permanently disabled and is awarded early disability retirement, the Borough shall maintain and continue all medical, life and hospitalization insurance for such member or his spouse, until the death of such member and the death or remarriage of his/her spouse; provided however, that in the event of early disability retirement, such coverage would be discontinued if the following exists:

- (1) such disabled member procures full time employment having similar medical coverage and the waiting or qualifying period of such new coverage has expired or
- (2) such disabled member shall participate in any business venture wherein his earnings equal the amount of salary and wages he received in the last calendar year with the Borough.

Any dependents of said disabled member, under the age of 19 years, shall also be covered under the Borough's medical, life and hospitalization insurance plans, at the expense of the Borough.

D. Commencing on January 1, 1990, the Borough agrees to contribute no more than \$400.00 per year, per member, for dental insurance. The plan will include employees covered under this contract and their family. The plan is to be mutually agreed upon by the Borough and P.B.A.. The mutually agreed upon plan is the Blue Cross/Blue Shield dental plan. The plan will remain in effect during the term of the P.B.A. contract.

ARTICLE IX

CLOTHING ALLOWANCE:

A. An initial issue of new clothing and serviceable equipment will be provided by the Borough to any new member of the police Department. Such initial clothing and equipment issue will be in accordance with the items listed on Appendix B attached hereto.

B. Each Police Officer shall receive an annual clothing allowance of \$575.00 which shall be paid in a lump sum amount on the first day in January, provided that a newly hired officer shall not be entitled to such allowance during the same year that he has been provided with an initial issue of clothing and equipment in accordance with paragraph A above.

C. Each police officer shall receive an annual uniform maintainance allowance of \$275.00 which shall be paid in a lump sum amount on the first pay day in January, provided that newly-hired officer shall not be entitled to such allowance during the same year that he has been provided with an initial issue of clothing and equipment in accordance with paragraph A above.

D. Any police officer assigned to investigative or plainclothes duties shall be provided with an appropriate duty handgun.

E. Any weapons issued to a police officer shall be returned to the Borough upon the termination of the officer's employment, subject to an accountability system as shall be determined and administered by the Chief of Police.

F. Clothing and equipment, if damaged in the line of duty, shall be replaced by the Borough, subject to the written approval of the Chief of Police which shall set forth that such damage occurred in the line of duty and the facts in support thereof, together with presentation of proof by the officer, that he has expended the total amount of his annual clothing allowance.

G. The actual cost of repairing or replacing a police Officer's regular eyeglasses or contact lenses, if lost or damaged in the line of duty, shall be paid by the Borough, subject to written approval by the Chief of Police which shall set forth that such damage occurred in the line of duty and the facts in support thereof, together with presentation of proof by the officer as to the cost of replacing or repairing the eyeglasses or contact lenses.

H. The actual cost of repairing or replacing an officer's watch or ring(s), up to a maximum of \$150.00 for each item, if damaged or lost in the line of duty, shall be paid to the officer by the Borough, subject to the written approval of the Chief of Police which shall set forth that such damage or loss occurred in the line of duty and the facts in support thereof, together with presentation of a paid bill for the cost thereof, by the officer.

ARTICLE X

SICK LEAVE

A. In the event of any accident or prolonged illness, requiring an absence from duty in excess of ten (10) consecutive days, any covered personnel who has completed one (1) year of continuous employment, shall be eligible to apply to the Borough's governing body for a medical leave of absence. If such a medical leave of absence is granted, the employee shall be entitled to full salary in accordance with the applicable salary schedule set forth in Article III hereof for a period not exceeding six (6) months from the date of the accident or inception of illness, and one-half ($\frac{1}{2}$) salary for six (6) months thereafter, provided that the examining physician appointed by the Borough shall certify to such injury or illness and provided further that the term "accident," as used herein, shall not include any accident or injury resulting from any employment other than employment by the Borough as a police officer or any other duty ordered by the Chief of Police. In the event any employee shall receive any temporary disability payments or workman's compensation, whether from the Borough or any other employer or disability payments or any amount payable under the Borough's Sickness and Accident Plan or any other similar type of plan during the period set forth herein, the amount or amounts so received by the said employee shall be deducted from any salary payments made by the Borough or shall be repaid to the Borough if made directly to the employee, as the case may be. Any physician appointed by the Borough to examine a member of the Department shall be paid by the Borough without cost to the member of the Department.

B. In the event of an accident or prolonged illness wherein any covered personnel shall qualify for the payments provided above, the Borough may continue to pay such employee at the Borough's regular pay periods during such time as Workman's Compensation, disability payments or payments under any Sickness and Accident Plan are being adjusted.

C. In the event of a dispute as to the causal connection between an injury or illness and the work effort or a disagreement as to the period of disability beyond the period established by the examining physician appointed by the Borough or by its insurance carrier, then in the event, the burden shall be upon the employee to establish the causal connection or additional period of disability by obtaining a judgement in the Division of Worker's Compensation or by the final decision of the last reviewing court, which shall be binding upon the parties.

D. In addition to the holidays set forth in Article VI of this Agreement, all employees shall be entitled to twelve (12) sick days per calendar year. If an employee does not utilize all twelve (12) sick days as allotted per calendar year running January 1st through December 31st, then the employee shall be entitled to either one-half ($\frac{1}{2}$) day off or its equivalent in wage compensation at the officer's normal hourly rate for every one (1) sick day not used in said calendar year. All unused sick time days or wage compensation accumulated by an employee because of non-used sick days shall be taken during the next calendar year, January 1st through December 31st, or the right to unused sick time days or wage compensation in this manner shall be forfeited and lost, it being the express agreement that unused sick time days or wage compensation accumulated in this manner are non-cumulative. Furthermore, an employee will only be entitled to use unused sick time days or wage compensation in this manner while serving as a full-time employed member of the Department.

E. In the case of a non-prolonged illness (i.e. less than ten (10) consecutive days) an employee's entitlement to sick leave shall be determined in accordance with the existing policy of the Borough, which shall remain in effect during the term of this Agreement.

F. Any police officer may utilize any, or all of his allotted sick days if a member of that officer's immediate family is ill and requires that the officer remain absent from duty in order to care for that ill member.

ARTICLE XI

ADDITIONAL COMPENSATION

A. Overtime shall be paid to any police officer when he is required to work in excess of a complete eight (8) hour tour of duty, or on regularly scheduled time off, provided that overtime shall not be paid to an officer who voluntarily elects to work on his scheduled time off. Overtime shall be paid at the rate of one and one-half times the normal hourly rate applicable to the officer working said hours. Compensation for working such overtime or additional duty as set forth in paragraph C of this Article shall be paid only when given prior approval by the Chief of Police or, in his absence, the designated officer in charge. The officer approving such overtime shall set forth in writing the facts and circumstances supporting such decision and present same to the Mayor and Council prior to or at the same time of the presentation of the voucher pertaining to such payment.

B. Whenever an officer is served by subpoena to testify while off-duty, in any duty-related proceeding, municipal or otherwise, that officer shall be entitled to receive a minimum of two (2) hours overtime pay at a rate of one and one-half (1½) times the normal hourly rate applicable to the officer working said hours.

C. Whenever an officer is called to perform overtime duty on a regularly scheduled tour off, he shall be paid for a minimum of three (3) hours duty provided that such minimum shall not apply to an extension of an officer's tour of duty.

D. Whenever an officer utilizes a sick day and does not report for his scheduled tour of duty, that officer shall not be scheduled for any duty for which he would be entitled to receive overtime payment within a twenty-four (24) hour period, commencing at 12:00 midnight on the date that the officer utilizes such a sick day.

E. Employees covered under this Agreement shall be given preferential consideration for any overtime duty that may arise.

ARTICLE XII

LONGEVITY- In addition to the salary specified by Article III, additional salary for length of service to the Borough shall be paid to employees covered under this Agreement based upon the number of years of service at a percentage of the annual base salary of each police officer. The following shall be the longevity scale:

| <u>YEARS OF SERVICE</u> | <u>PERCENTAGE OF BASE SALARY</u> |
|--|----------------------------------|
| Start of fourth year through fifth year..... | 3% |
| Start of sixth year through the eighth year..... | 4% |
| Start of ninth year through the eleventh year..... | 5% |
| Start of twelfth year through fourteenth year..... | 6% |
| Start of fifteenth year through seventeenth year..... | 8% |
| Start of eighteenth year and thereafter..... | 10% |

The longevity scale provided for in this Article is exclusively a benefit to those employees covered under this Agreement and shall be paid in one lump sum on the first regularly scheduled pay period of each calendar year.

ARTICLE XIII

MILEAGE ALLOWANCE- Compensation for the authorized use of personal cars in the performance of official Police Department business shall be paid to an officer at the rate of \$0.26 per mile whenever a Police Department or other Borough vehicle is not made available to the officer. Prior to the use of a personal vehicle, the officer shall obtain the authorization of the Chief of Police, which shall be given only after a determination by the Chief of Police, that such transportation is required and that no Police Department or other Borough vehicle is available for the officer's use at the time such transportation is required.

ARTICLE XIV

OTHER TERMS AND CONDITIONS- It is agreed and understood that all existing terms and conditions of employment and all existing rules and regulations governing the Department and the Police Force shall continue in full force and effect. Nothing in this agreement shall be considered to alter or impair in any manner the exclusive right of the Borough to administer the department and control the work of its personnel.

ARTICLE XV

GRIEVANCE PROCEDURE- To provide for the expeditious and mutually satisfactory settlement of a grievance arising with respect to complaints occurring under this agreement, the following procedures shall be used:

For the purpose of this Agreement, the term "grievance" means any complaint, difference or dispute between the employer and employee with respect to the interpretation, application or violation of any of the provisions of this Agreement.

The procedures for settlement of grievances shall be as follows:

(a) STEP ONE

In the event that any employee covered by this Agreement has a grievance, within five (5) calendar days of the occurrence of the event being grieved, the employee shall discuss it informally with his immediate supervisor. The superior shall decide the grievance within five (5) calendar days after the grievance is first presented to him.

(b) STEP TWO

If no satisfactory resolution of the grievance is reached at step one, then within five (5) calendar days of the decision at step One, the grievance shall be presented in writing to the Chief of Police. The Chief shall render a decision within five (5) calendar days after the grievance was first presented to him. In the absence of the Chief, the grievance shall be presented to the officer in charge of the Department for a determination.

(c) STEP THREE

If the grievant wishes to appeal the decision of the Chief of Police (or officer in charge if the Chief is absent) it shall be presented in writing to the employer's governing body or its selected representative within five (5) calendar days of the decision in Step Two. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The employer's governing body, or its delegated representative, may give the grievant the opportunity to be heard and will give its decision in writing within thirty-five (35) days of receipt of the written grievance.

(d) COURT ACTION

If no satisfactory resolution of the grievance is reached at Step Three, then the grievant shall have the right to pursue a grievance in a plenary action before a court of competent jurisdiction. No court action shall be instituted less than thirty (30) days nor more than one hundred eighty (180) days from the date of the expiration of the time for the Mayor and Council to respond.

(e) GENERAL RULES

- (1) An employee covered under this Agreement may have the right to process his own grievance without a representative.
- (2) The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the Grievance Procedure within the time limits prescribed, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive and shall be deemed to be an acceptance of the decision rendered at the level last resorted to and shall constitute a waiver of any further proceedings on the grievance in question. If there is no response to the grievance presented at Steps One, Two or Three, then such failure to respond shall be deemed a denial at that step. Nothing herein shall prevent the parties from mutually agreeing in writing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure.

ARTICLE XVI

OFF-DUTY POLICE ACTION- 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, while in the Borough of Franklin Lakes, or any other municipality, which would have been taken by an officer on active duty if present or available, shall be considered police action and the employee shall have all of the rights and benefits concerning such action as if he were then on active duty and be subject also to all rules and regulations on the Department governing such actions as if he were then on active duty.

ARTICLE XVII

PERSONNEL FILES

A. A separate personal history file shall be established and maintained for each employee covered by this Agreement. Personal history files are confidential records and shall be maintained and safeguarded, permanently, in the Office of the Chief of Police. All awards, diplomas, certificates and commendations received by an officer shall become the personal property of the officer and a photostatic copy of same shall be entered into the Officer's personal history file.

B. Any member of the Police Department may, by appointment, review his personal file but his appointment for review must be made in writing to the Chief of Police or his designated representative and state the reason for his review. Any such review of a file shall be made only in the presence of the Chief of Police or his designated representative.

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

ARTICLE XVIII

EFFECTIVE DATE AND COVERAGE- This Agreement shall remain in full force and effect until December 31, 1990, except however, payments for annual increases for salaries as provided herein shall not commence until the approval of the 1989-1990 Salary Ordinance of the Borough, but shall be retroactive to January 1, 1989.

ARTICLE XIX

ATTENDANCE AT TRAINING COURSE- In the event the Chief of Police shall require any officer or patrolman to attend a specific in-service training course for the development of a skill not otherwise available to the Police Department through any of its members, such officer or patrolman shall receive compensation at a pro-rated hourly rate based upon the appropriate salary schedule or compensatory time off equal to the time spent in attendance at the training course. The method of compensation shall be determined by the Chief of Police. Nothing contained herein shall be construed as to permit payment to any officer or patrolman for attendance at an in-service course which is not specifically required to be taken as required above.

ARTICLE XX

RECOGNITION CLAUSE- The Borough hereby recognizes the designation of P.B.A. Local #150 as the exclusive collective negotiations agent for all officers covered by the terms of this Agreement for so long as it represents a majority of the members of the Police Department.

ARTICLE XXI

SAVINGS CLAUSE- It is understood and agreed that if any portion of this Agreement or the application of this Agreement to any person or circumstances shall be invalidated by such statutes or by an interpretation by a court of competent jurisdiction, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

SCHEDULE "A"

BERGEN COMMUNITY COLLEGE

Associate in Applied Science (A.A.S. Degree)
Major- Police Science

WILLIAM PATERSON COLLEGE

Bachelor of Science (B.S. Degree)
Major- "Public Safety"
Masters Degree
Major- "Urban Education"/"Urban Studies"

JOHN JAY COLLEGE OF CRIMINAL JUSTICE

A.A.S. Degree
Majors "Police Science", "Correction Administration", "Security"
B.S. or B.A. Degree
Majors- "Police Science", "Criminal Justice", "Social Science"
M.A. Degree
Majors- "Public Administration", "Criminal Justice", "Social Relations",
"Psychology", "Forensic Science"

RUTGERS

A.A.S. Degree
Major- "Criminal Justice"
B.S. or B.A. Degree
Major- "Police Science/Criminal Justice"
M.A. Degree
Major- "Criminal Justice"
Doctoral Program (Phd)
Major- "Criminal Justice"

MERCY COLLEGE

A.A.S. Degree
Major- "Criminal Justice"
B.A. or B.S. Degree
Major- "Criminal Justice"
M.A. Degree
Major- "Social Science/Criminal Justice"