

**AGREEMENT**  
**BETWEEN**  
**BOROUGH OF PROSPECT PARK**  
**AND**  
**POLICEMAN'S BENOVOLENT ASSOCIATION LOCAL #114**  
**PROSPECT PARK**  
**JANUARY 1, 2017 THROUGH DECEMBER 31, 2022**

**ARTICLE 1**

**PREAMBLE**

This agreement, entered into this 20 day of March, 2017, by and between the Borough of Prospect Park, in the County of Passaic, State of New Jersey, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Borough," and the Policemen's Benevolent Association, Local No. 114, hereinafter to as the "Association" OR "P.B.A"

Now, THEREFORE, it is agreed as follows:

## ARTICLE II

### RECOGNITION AND SCOPE OF AGREEMENT

- A. The Borough hereby recognizes the P.B.A. as the sole and exclusive representative of all employees in the bargaining unit defined in Article I, herein for the purpose of collective bargaining and all activities and processes relative hereto.
- B. The bargaining unit shall consist of all sworn employees or members of the Police Department of the Borough of Prospect Park, New Jersey, now employed or hereafter employed, including Captains, Lieutenants, and Sergeants, excluding the Chief of Police, all professional, craft and clerical employees and other Borough Employees and supervisors within the meaning of N.J.S.A. 34:13(A)5.3
- C. The Borough and P.B.A. hereby agree that the P.B.A. has the right to negotiate the rates of pay, number of hours of work, fringe benefits, working conditions, and procedures for adjustment of disputes and grievances.
- D. This agreement shall be binding upon the parties hereto and their successors.
- E. The title of police officer will be defined to include singular and plural and to include male, as well as female.

### ARTICLE III

#### COLLECTIVE BARGAINING PROCEDURE

Collective bargaining with respect to rates of pay, hours of work, or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Mayor and/or the Police Committee, Chief of Police or their designee and the President, Delegate of the P.B.A. and one ranking officer or their designee shall be the respective bargaining agent for the parties.

The above mentioned individuals shall be exclusive of any legal representation. If in the discretion of the Chief of Police the number of representatives attending a negotiation session causes a manpower shortage, the P.B.A. will meet with the Chief and make reasonable adjustments.

**ARTICLE IV**  
**GRIEVANCE PROCEDURE/ARBITRATION**

A. The term grievance will mean any controversy relating to a term and condition of employment or arising over the interpretation application of violation of policies, agreements and administrative decisions including disciplinary actions that may be raised by an individual, the association, or the Borough. Any dispute with respect to the establishment, implementation or enforcement of departmental rules and regulations which do not relate to working conditions as defined in N.J.S.A. 34:13A-5.3 shall not be subject to binding arbitration procedure set forth in this Article of the Agreement. Grievance shall be filed in due order or the grievance shall be considered waived.

**Step 1:** The employee, alone or with his representative, shall orally explain his grievance to his immediate supervisor no later than ten (10) working days after the grievance occurs. In the event of a grievance, the employee shall perform his assigned work task and grieve his complaint later. The supervisor shall, within seven (7) working days, orally inform the employee and the representative, where applicable, of his decision.

When the P.B.A. wishes to present a grievance for itself or for an employee or group of employees for settlement, such grievance shall be presented as follows:

**Step 2:** The president of the P.B.A. or his duly authorized and designated representative shall present the grievance and the position of the P.B.A. in writing to the Chief of Police or his duly designated representative within ten (10) working days. The Chief of Police, or his designee, shall answer the grievance in writing within seven (7) working days after receiving written notice of the grievance.

This step shall also be used if an individual grievance is not resolved at Step 1.

**Step 3:**

- a) In the event the grievance is not resolved, the matter may be submitted to the Appropriate Authority.
- b) The Appropriate Authority shall review the matter and make its determination within ten (10) days from the receipt of the grievance.

**Step 4:**

**Arbitration**

Within two (2) weeks of the transmittal of the written answer by the Appropriate Authority if the grievance is not settled to the satisfaction of both parties, either the P.B.A. or the Borough may request that the grievance be submitted to arbitration as hereinafter set forth. However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision is due or rendered by the Appropriate Authority, whichever is sooner, except for emergent grievances.

Either party may submit its grievance to the New Jersey Public Employees Relations Commission for the appointment of an impartial arbitrator in accordance with their Rules and Regulations, who shall have full power to hear and determine the dispute between the parties. The arbitrator shall have the authority to hear and determine the grievance, and his decision shall be final and binding on all parties. The arbitrator shall have no right to vary or modify the terms and conditions of the Agreement. The expense of the arbitration shall be borne equally by the parties. Only the P.B.A. and/or the Borough shall have the right to submit a grievance to arbitration.

- B. Borough Grievance – Grievances initiated by the Borough shall be filed directly with the P.B.A. A meeting shall be held within ten (10) days after filing a grievance between the representative of the Borough and the P.B.A. in an earnest effort to adjust the differences between the parties. In the event no such adjustment has been satisfactorily made, either party may file for arbitration in accordance with the provisions of this Article.
- C. The steps provided for herein may be waived by mutual agreement of both parties.
- D. In the event the Borough does not answer a grievance within the time limits set forth, the P.B.A. may immediately take it to the next step.
- E. Grievance Forms- Grievance forms shall be incorporated by reference in this Agreement, and shall be utilized by aggrieved employees, by the P.B.A., and by the Borough for the purpose of processing grievances filed pursuant to the provisions of this Article.

ARTICLE V

LONGEVITY

A. The longevity program, based on each employee's length of service with the Borough, shall be as follows:

1. After completion of five (5) years of service through the completion of the tenth (10<sup>th</sup>) year of service, the employee's salary shall be increased by three percent (3%) of base salary.
2. After completion of ten (10) years of service through the completion of the fifteenth (15<sup>th</sup>) year of service, the employee's salary shall be increased by six percent (6%) of base salary.
3. After completion of fifteen (15) years of service through the completion of the twentieth (20<sup>th</sup>) year of service, the employee's salary shall be increased by eight percent (8%) of base salary.
4. After completion of twenty (20) years of service through the completion of the last year of service, the employee's salary shall be increased by ten percent (10%) of base salary.

A. Such longevity shall commence at the rate set forth above upon the employee's completion of his/her fifth, tenth, fifteenth and twentieth years of service from the date of original employment.

5. The longevity benefit applicable to all persons hired after January 1, 2004 shall be as follows:

After completion of 6 years.....	3%
After completion of 10 years.....	5%
After completion of 14 years.....	7%
After completion of 19 years.....	8%
After completion of 24 years.....	10%

6. The longevity benefit program shall be eliminated and no longer exist or be applicable to any and all persons hired, appointed or re-appointed as a full-time police officer after January 1, 2014.

ARTICLE VI

HOURS AND OVERTIME

- A. The normal work day and week shall consist of eight (8) hours per day forty (40) hours per week.
- B. Overtime is defined as work in excess of eight (8) hours per day and/or forty (40) hours per week. For employees on the twelve (12) hour work schedule overtime is defined as work in excess of twelve (12) hours in any day or where an employee is caused to work on his regularly scheduled day off (RDO) and shall be computed at time and one-half (1 ½) hourly rate of pay (150%) of the employee's hourly rate of pay.
- C. Overtime shall be compensated at time and one-half and shall be paid during the employee's next regular scheduled pay period. These provisions shall cover all overtime, including court appearances.
- D. Where emergencies, special needs or an officer's special skills do not dictate the Chief of Police's shift assignment, the Borough will consider honoring shift selection by seniority. Special needs and an officer's special skills are grievable but not arbitrable.
- E. If an employee is required to work in excess of the regularly scheduled work day within a daily period, he shall be paid for all such time worked at the rate of one and one-half (1 ½) time his regular hourly rate of pay in accordance with the following schedule:

- 01-30 minutes.....no pay
- 31-45 minutes.....3/4 hour pay at overtime rate
- 46-60 minutes.....1 hour pay at overtime rate
- 61-75 minutes.....1 ½ hour pay at overtime rate



- F. Whenever an employee is called in by the Department on his day off, or vacation day, he shall be guaranteed a minimum of two (2) hours pay at the rate of time and one-half
- G. If an employee is required to appear in County or Municipal Court or before a Grand Jury in connection with the performance of his duties on his day off, time off, or vacation day, he shall be paid at the rate of one and one-half (1 ½) times his base rate of pay for all time spent, including travel time from and to Prospect Park Police Headquarters as per existing departmental regulation, in connection with any such appearance.
- H. No overtime payments shall be made for any appearance in connection with any disciplinary proceeding unless the employee is required to attend as a witness (except the complaining witness) at the direct order of the Employer.
- I. Firearm Training- All officers, if unable to be scheduled for mandatory firearms training while working, will complete mandatory training as required by the Attorney General's Office on their own time with no cost or compensatory time to be given by the Borough. The Department will make every reasonable effort to provide more than one training date per session contingent upon the availability of the Firearm Range.
- J. No overtime payment shall be made to officers working one extra hour when the time clocks are moved forward and conversely, personnel shall not have one hour deducted for working one hour less. Employees shall be required to report for duty fifteen (15) minutes prior to their tour of duty without any additional compensation. This time shall be used for roll call training. No employee shall be deployed during this fifteen minute period except during a bona fide emergency.

- K. If an officer is required to appear in court or in any other proceeding in connection with an incident related to his job, in a civil or criminal case in which the officer is a witness or defendant, the officer's work schedule shall be rearrange for such appearance. If the officer's work schedule cannot be rearranged, the officer shall be paid at the overtime rate.
- L. The department will make every reasonable effort to insure that Patrol Work Schedules are posted (30) days in advance of the officer's scheduled tour of duty.
- M. For all employees on the twelve (12) hour work schedule the parties agree that effective January 1, 2003 a new work schedule will begin. The normal work day shall be twelve (12) hours per day. Which shall include breaks totaling no more than eighty-five (85) minutes with at least one break of forty-five (45) minutes. The normal work schedule shall be three (3) days on, followed by two (2) days off, followed by (2) days on followed by three (3) days off, followed by two (2) days on, followed by two (2) days off and will rotate shifts every twenty-eight (28) days. Personnel assigned to administration or special assignments will not be affected by this work schedule.
- N. The parties acknowledge that the work schedule of twelve (12) hours days, described within this agreement results in the scheduling of Police Officers for more than 2,080 hours. The parties agree for the purpose of this, work period is established to be 28 days in duration. Any hours scheduled in excess of 2,080 shall be credited as Garcia Compensatory time. Compensatory time credited to any employee under this agreement shall not be reduced by sick leave, personal leave, vacation leave, or other approved leave taken by an employee.
- O. Officers will be required to attend once a calendar year (maximum of eight hours) an "Active Shooter Training" with the School Resource Officer on his or her own time.

## ARTICLE VII

### HOLIDAYS

- A. There shall be fourteen (14) holidays granted in time off for each police officer
- B. Holiday time off will be taken at the request of the Police Officer, subject to the approval of the Chief of Police. If a holiday request is denied, the Police Officer shall be allowed to take the holiday time off at a later time and in no event shall the holiday time off be forfeited. Except when an officer requests a holiday off and another officer(s) had been granted any time off or if in the opinion of the Chief of Police, approval would cause a manpower shortage.
- C. Police officers agree to take twelve (12) holidays by November 30<sup>th</sup>. Holiday time is not cumulative from one calendar year to the next unless denied as per Section B of this article.
- D. Subject to the Chief's approval, which approval shall not be unreasonably denied, one holiday may be taken immediately preceding or following a vacation or regular day off.
- E. No holiday time off shall be taken by a Police Officer prior to the date the holiday occurs, unless the Chief of Police has given his approval. If a police officer leaves the employ of the Borough and has used more holiday time than the holiday time earned, the Borough is authorized to deduct the monetary amount of time owed from the police officer's final pay check
- F. The Fourteen (14) holidays to be celebrated are:

- New Year's Day
- Martin Luther King, Jr. Day
- Lincoln's Birthday
- Washington's Birthday
- Good Friday
- Memorial Day
- July Fourth
- Labor Day
- Columbus Day

Election Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day  
Birthday

Eid – Starting January 1, 2018

- G. For employees on the twelve (12) hour work schedule each employee shall receive Fourteen (14) holidays per year. Holiday compensation shall be at straight time rate and compensated in compensatory time off. The total amount of compensatory time off shall be fourteen (14) times eight (8) hours or 112 hours. Beginning on January 1, 2018 the total of compensatory time off shall increase to fifteen (15) times eight (8) hours or 120 hours.
- H. Starting January 1, 2018 all police officers will receive one (1) additional eight (8) hour holiday which will be celebrated as Eid.

**ARTICLE VIII**

**PERSONAL DAYS**

- A. There shall be up to five (5) personal days granted in time off for each officer in each year of this agreement.
  
- B. Personal days shall not be carried over from one calendar year to the next.
  
- C. For employees on the twelve (12) hour work schedule each employee shall have up to five (5) personal days per year calculated at 8 hours per day or a total of forty (40) hours according to the terms in paragraph B, the parties agree to combine these two sections to provide that the holiday time shall be 112 hours and that the personal time shall be 40 hours. The total hours for these two sections are 152 hours, which is not an increase in the current contract. \*\*Beginning on January 1, 2018 the total of compensatory holiday time off shall increase to 120 hours. The total hours for these two sections will then be 160 hours.\*\*

Rank Days- In addition to all days provided, the following superior officer rank days shall be allotted. Rank days shall not accumulate. Rank days shall be converted into eight (8) hours which will combined into Garcia Time.

Sergants	1 Day
Lieutenant	1 Day
Captain	1 Day

## ARTICLE IX

### VACATION

- A. The following vacation schedule shall be permitted:
1. Forty (40) working hours after completion of one (1) year of service;
  2. Eighty (80) working hours after completion of two (2) years of service;
  3. One hundred twenty (120) working hours after completion of three (3) years of service; personnel hired after October 1, 1993 after completion of seven (7) years of service.
  4. One hundred Sixty (160) working hours after completion of fourteen (14) years of service.
  5. Two hundred (200) working hours after completion of twenty-one (21) years of service.
- B. Officer shall select their vacation periods in order of seniority by personnel as per time on the Prospect Park Police Department.
- There shall be two rounds of selection for vacation picks. During the first round, officers shall select eighty-four (84) working hours at a time. However, an officer may select a block of one hundred twenty (120), one hundred sixty (160) or two hundred (200) working hours at a time consecutively during this round (except May through September). The second round of selection will occur when all officers have completed first round selections. All allotted time will be picked during this selection.
- C. Selection shall be picked no later than April 1<sup>st</sup> in each year of this agreement

- D. Vacations may be selected during all fifty-two (52) weeks of the year. Each member entitled to eighty four(84) working hours during the summer months (May through September) and may pick them during this time period.
- E. A police officer may carry over for one (1) calendar year his unused vacation time if the police officer is out sick for an extended period of time or injured. A request to carry over the vacation shall be submitted to the Chief of Police and the Police Committee.
- F. The Chief of Police shall determine the number of employees on vacation at any given time.
- G. During the summer months of May through September, vacations will be taken in the block of five (5) consecutive work days with each police officer entitled to ten (10) days during the summer months.
- H. At the police officer's option, a maximum of five (5) working days (individual or any combination other than summer months) may be picked during the year at the time of the officer's vacation selection.
- I. At the discretion of the Chief of Police, additional days may be made available during summer months by virtue of other members not have picked available time during that summer period.

## ARTICLE X

### SICK AND TERMINAL LEAVE

- A. Each (8 hour work schedule) member shall be entitled to fifteen (15) compensatory sick days each year, and if any of the fifteen (15) sick days are not taken, they shall be cumulative to a maximum of one hundred eighty (180) days.
- B. It is agreed that sick leave benefits are designed to be used to protect employees who must be absent due to legitimate illness. Employees who abuse sick leave benefits may be subject to appropriate disciplinary action. Where there is a demonstrated pattern of an employee's abuse of sick leave benefits, the employee may be required to verify that his absences were due to legitimate illnesses. Each member shall abide by the Department Written Sick Leave Policy effective January 1, 1997, as revised April 1, 2000.
- C. It is agreed that if any member is off duty by reason of sickness in excess of three (3) days, the following shall be applied: Any member who is out for sickness must notify the senior officer on duty immediately and if after three (3) consecutive days they are still sick, a certificate from the Borough's police physician may be required upon returning to work to verify the illness. The Borough shall pay the cost of an officer having to see the Borough police physician.
- D. Each member shall be entitled to terminal leave, granted to the employee upon retirement.



- E. Terminal leave shall be granted to each employee, equal to one-third (1/3) of the employee's accumulated sick days. Any sick days taken by the employee in the preceding twelve (12) months of retirement shall be deducted from the number of terminal leave days available to the employee upon retirement. The terminal leave benefit provided in this paragraph shall be modified for all new hires as of January 1, 2004 so as to provide that terminal leave shall be granted for each officer hired after said date equal to one-quarter of the employee's accumulated sick time of 180 days. (Note: The maximum terminal leave allowed shall follow the New Jersey State laws and if this section exceeds the time allowed by the State, the State law shall supersede the terminal leave hours allowed).
- F. For employees on the twelve (12) hour work schedule each member covered by this agreement shall be granted ten (10) compensatory sick days with pay in the amount of one hundred twenty (120) hours per year and if any of the ten (10) sick days are not taken, they shall be cumulative to maximum of one hundred (120) days. Any days that have been accumulated in the past shall be converted from eight (8) hour days into twelve (12) hour days.

**ARTICLE XI**  
**CLOTHING AND EQUIPMENT**

A. If there are any mandated uniform changes, the Borough shall give (6) month's notice. Otherwise equipment changes will be paid by the Borough of Prospect Park.

B. Any repair to Borough issued equipment will be paid for by the Borough of Prospect Park where equipment is damaged in the line of duty.

C. A Departmental Clothing Inspection shall be conducted twice yearly.

The following items are required and shall be in neat and serviceable condition:

1. Long Sleeve Shirts (2)
2. Short Sleeve Shirts (2)
3. Police Trousers (2)
4. Dress Cap
5. Shoes
6. Whistle
7. Patches
8. Tic Bar
9. Ties
10. Rain Coat-Reversible Nylon
11. Rain Cap
12. Rain Boots
13. Winter Jacket
14. Spring/Fall Jacket
15. Gun Belt
16. Trouser Belt
17. Four Keepers
18. Baton Holder
19. Baton
20. Handcuffs
21. Handcuff Case
22. Collar Pins/ collar tabs
23. Winter Sweater
24. Name Tag
25. BDU Pants
26. BDU Boots
27. Turtleneck Shirt
28. Class B Cap
29. Patent Leather Shoes

All the above mentioned items shall conform to Department Specifications.

D. A uniform reimbursement allowance plan of up to \$250.00 annually to each officer shall be effective January 1, 2017. The uniform / equipment must be purchased by the officer who must present a receipt to the Chief or O.I.C. of the police department for approval for reimbursement.

If the \$250.00 uniform reimbursement plan is not utilized and the necessary documentation is not submitted by the end of the calendar year, it shall be forfeited.

## ARTICLE XII

### NON-DISCRIMINATION

There will be no discriminations by the Borough of Prospect Park or P.B.A. Local No. 114 against any officer because of race, creed, color, sex, national origin, ancestry, marital status, affectional or sexual orientation or familial status.

Danielle Ireland  
Borough Administrator / Acting Borough Clerk  
106 Brown Avenue  
Prospect Park, NJ 07508  
973-790-7902 x 532  
973-790-0394 (fax)



# FAX

To: NJ PERC- Contracts Department      From: Danielle Ireland

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Fax: 609-777-0089      Pages: 38 (including cover)

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Phone:      Date: October 24, 2017

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Re: Current PBA Contract      cc:

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Urgent       For Review       Please Comment       Please Reply       Please Recycle

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Please see attached and confirm receipt.

(part 2 of 2)

Danielle Ireland  
Borough Administrator

sent via e-mail and fax.

## ARTICLE XIII

### BEREAVMENT LEAVE

- A. The Borough agrees that all employees covered by this Agreement shall be permitted bereavement leave with pay not to exceed five (5) working days beginning with the date of death of spouses, children, brothers, sisters, mother, and father. Bereavement leave with pay not to exceed three (3) working days beginning with the date of death shall be permitted for mothers-in-law, fathers-in-law, step parents, step children or grandparents of employee or spouse and brothers-in-law, sisters-in-law of employee only. If the employee either worked his full shift, was excused from duty or was not scheduled on the date of death, bereavement leave shall commence the day following the date of death.
- B. Officers will be granted a leave of absence, with pay for the death in the non-immediate family for a period of one (1) day commencing the day of death or the day of burial at the officer's option. Non-immediate family is defined as follows: aunts and uncles of the employee only.

**ARTICLE XIV**  
**MISCELLANEOUS**

A. Maintenance of Benefits

Benefits enjoyed by employees covered under this Agreement as contained in the Borough ordinances will be continued during the life of this Agreement unless otherwise agreed to in writing.

B. P.B.A. Meetings

1. The Borough shall permit time off for attendance at the State Main Convention and the State Mini Convention for one P.B.A. designated representative.
2. The Borough will permit time off to the State Delegate to attend State and Local monthly meetings. In the absence of the State Delegate, his designee will be permitted time off to attend State and Local monthly meetings subject to the approval of the Chief of Police based upon manpower needs.

C. Seniority

Definition: Seniority will be based on the number of years or part thereof in grade.

1. Seniority for police officers will be computed on the number of years or part thereof of service to the police department as a police officer based on the date of appointment to the department.
2. Seniority for superior officer, will be based on the number of years or part thereof of service to the police department as a superior officer based on the date of promotion.

D. Bulletin Board

The Borough shall permit the Association to maintain an exclusive bulletin board in headquarters for the purpose of posting notices and other material pertaining to Association business, activities or related matters, subject to the Chief's approval.

E. Breaks:

Each member shall be entitled to one (1) fifteen-minute (15) break during each tour of duty, the same to be taken after one (1) hour from the start of the duty tour. Each member shall be entitled to one half-hour (1/2) meal time for each eight (8) hour tour, to be taken at anytime during tour commencing one (1) hour from start and to be taken before the last hour of duty tour.

Employees on a 12 hour work schedule shall be entitled to three (3) breaks not to exceed 85 minutes per shift or 1 hour 25 minutes,

F. Schedule Changes

Non-emergency schedule changes shall require a minimum of forty-eight (48) hours' notice to the employee. Sickness shall be considered an emergency and all emergency changes do not require a time notice.

G. Leave of Absence

An employee may be granted a leave of absence without pay up to ninety (90) days upon application to the Appropriate Authority for just cause. Leave of Absence will be deducted from the years of service as far as longevity is concerned and change anniversary date accordingly, and sick time and vacation time shall not accrue.

H. EMT Certification

All EMT Certified Officers certified prior to January 1, 2014 shall receive an additional \$2,000.00 stipend for every year they remain certified. All EMT certifications must remain current and in good standing. (Current Officers who are EMT certified and entitled to the stipend are as follows: William Rausch, Nickolas Portella, Steven Damiano, Amy Perlmutter, and Walter Richmond). Any current officer who obtains an EMT Certification or future employees who may currently be EMT certified or obtain the certification after January 1, 2014 shall not be entitled to receive the stipend. The stipend will be paid by the first pay day in December of each year. In the event an officer shall leave the employ of the Borough of Prospect Park, for any reason whatsoever, the officer shall not be entitled to a pro-rata share of the stipend.

I. Minimum Manpower

There shall be a minimum of two uniformed full time officers working at all times. The Sheriff's Department or Special Police Officers may be used for the secondary Officer only if a full time Police Officer is unable to fill the vacancy or in an emergency situation.



## ARTICLE XV

### HEALTH AND WELFARE/MISCELLANEOUS BENEFITS

- A. The borough shall provide the following medical coverage for each member of the Association and all immediate family members:
- New Jersey Blue Cross; New Jersey Blue Shield
- Rider J and Major Medical Insurance
- B. The Borough shall provide a prescription plan for each member of the Association and all immediate family members. The employee shall be responsible for a co-payment as outlined in the insurance policy provided by the Borough.
- C. The Borough shall provide a dental plan for each member of the Association and for all immediate family members, that allows the member and family to select a dentist of their choice,
- D. The Borough shall provide each member with professional liability insurance, including false arrest insurance.
- E. The Borough may, at its option, change any of the existing insurance plans or carriers or self-insure so long as substantially equivalent benefits are provided.
- F. The Borough shall contribute \$100.00 towards the purchase of state disability insurance or other similar plan proposed by the P.B.A. This provision will be effective upon notice to the Borough from the P.B.A. as to the plan it desires.
- G. As of January 1, 2014, it is understood by the parties that all officers subject to this Agreement shall contribute through payroll deduction towards the amount of the costs of the premium for the health benefits as is required by federal law and the laws of the State of New Jersey.

**ARTICLE XVI**  
**PERSONAL VEHICLES**

Employees shall not utilize their personal vehicles for the performance of their duties as a police officer and/or for the conducting of police department business.

## ARTICLE XVII

### DEPARTMENTAL INVESTIGATIONS

A. In an effort to ensure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following procedures will be utilized:

1. The interrogation of a member of the force shall be at a reasonable hour unless the exigencies of the investigation dictate otherwise.
2. The interrogations shall take place at a location designated by the Chief of Police.
3. The member of the force shall be informed of the nature of the investigation before any interrogation commences.
4. The questioning shall be reasonable in length.
5. At every stage of the proceedings, the department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel and /or his Association representative before being questioned concerning a violation of the rules and regulations during the interrogation of a member of the force, which shall not delay the interrogation beyond one (1) hour for consultation with his Association representative.

B. Nothing contained in this article shall be construed to deprive the department or its officers of the ability to conduct the routine and daily operations of the department.

**ARTICLE XVIII**

**MAINTENANCE OF OPERATIONS**

- A. The P.B.A. covenants and agrees that, during the term of this Agreement, neither the P.B.A. nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or concerted willful absence of a police officer from his duties of employment, work stoppage, slowdown, walk-out or other job action against the Borough)
- B. In the event of a strike, slowdown, walk-out or job action, it is covenanted and agreed that participation in any such activity by any P.B.A. member may be deemed grounds for disciplinary action.
- C. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity.

## ARTICLE XIX

### MANAGEMENT RIGHTS

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

1. The executive management and administrative control of the Borough and its properties and facilities, and the activities of its employees;
2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action for just cause;
4. To make all such decisions relating to the performance of the Borough's operations and maintenance activities; and,
5. To determine the workplace, work performance, work schedules, levels and standards of performance of the employees.

- B. The exercise of the foregoing powers, rights, authority, duties or other responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Borough in its executive right to administer the Borough and control the work of its personnel, nor to deny or restrict the Borough or the P.B.A. in any of its rights, responsibilities and authority under N.J.S.A. 40 OR 40A, or any other national, state, county or local laws or ordinances.

**ARTICLE XX**

**SEPARABILITY**

If any of the provisions of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXI

SALARIES

- A. All salary increases for employees covered by this agreement shall be as set forth on the salary schedule below at paragraph C.
- B. Investigator's and/or Detective's stipend to be Two-Thousand dollars (\$2,000.00) per year, payable by the first pay day in December of each year. (The two-thousand dollars will be distributed equally to all officer(s) assigned.) \*\*Beginning January 1, 2018, the Detective's stipend shall increase to be Three-Thousand dollars (\$3,000.00) per year subject to the same payment and distribution schedule.\*\*
- C. Salaries to be paid to each employee on a bi-weekly basis beginning January 1 of each year.
- D. The following shall be the salary schedule increase for the next six (6) years January 1, 2017 through December 31, 2022.

\*\*2017 2.0 %\*\*  
2018 2.0 %  
2019 2.0 %  
2020 2.0 %  
2021 2.0 %  
2022 2.0 %

\*\*The Borough and P.B.A. mutually agree that there will be furlough time for the entire amount of the ~~the~~ 2% salary increase for each officer for the year of 2017 from January 1, 2017 to December 30, 2017. Furloughs will be in the form of a police officer required time off of work with no pay. In the event that the furlough time for 2017 is not implemented due to the action or inaction of the officer or the P.B.A. for any reason whatsoever, the 2017 above increase shall be waived on for the calendar year 2017 and the 2018 increase shall be calculated as if the 2017 increase was received.\*\*

\*\*In the event that the Developer commences development of the quarry property and the Borough begins to realize an increase in tax revenue due to the development of the quarry caused solely by the development of the quarry in the 2017 Annual Municipal Budget, the Borough



agrees to rescind the required furlough time and the above 2.0 % increase shall be implemented for 2017.\*\*

**Salary Schedule for employees hired prior to January 1, 2014:**

<u>Position</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Police officer:						
Step 1	\$35,000	\$35,700	\$36,414	\$37,142	\$37,885	\$38,643
Step 2	\$43,215	\$44,080	\$44,961	\$45,860	\$46,778	\$47,713
Step 3	\$55,134	\$56,237	\$57,361	\$58,509	\$59,679	\$60,872
Step 4	\$67,053	\$68,394	\$69,762	\$71,157	\$72,580	\$74,032
Step 5	\$78,971	\$80,551	\$82,162	\$83,805	\$85,481	\$87,191
Step 6	\$90,890	\$92,708	\$94,562	\$96,453	\$98,382	\$100,350
Step 7	\$102,809	\$104,865	\$106,962	\$109,101	\$111,284	\$113,509
Step 8	\$114,725	\$117,020	\$119,360	\$121,748	\$124,182	\$126,666
Sergeant	\$124,117	\$126,599	\$129,131	\$131,714	\$134,348	\$137,035
**Lieutenant	\$126,157	\$131,680	\$134,313	\$137,000	\$139,740	\$142,534
Captain	\$136,145	\$138,868	\$141,646	\$144,479	\$147,368	\$150,316

\*\*Beginning on January 1, 2018 there will be a \$3,000 increase to the Lieutenant's Salary, which is already reflected in the above salary schedule.\*\*

\*\*The above salaries are subject to the express provision of Article XXI, Section D, relating to the 2% salary increases from 2016 to 2017 and the furlough times.\*\*

- All off duty employment by outside vendors will be paid to officers in a separate check.

\*Any employee hired after January 1, 2016 to serve as a full-time police officer that will be police academy trained by the Borough shall receive a Trainee Salary set forth below. Upon completion of the officer's successfully completion of the academy, the necessary Field Training and the approval by the Chief of the Police Department, the officer shall move from the Trainee Step to Step 1 of the salary guide below and remain at Step 1 for one year from the date of the approval from the Chief of Police moving the officer from Trainee Step to Step 1. Thereafter, the date of the approval of the Chief of Police from the Trainee Step to Step 1 shall be considered the officer's anniversary date for further movement and placement upon the 2017-2022 Salary Schedule below:

\*Any employee hired between January 1, 2014 and January 1, 2015 their date of hire shall be considered their anniversary date for movement and placement upon the 2017-2022 Salary Schedule below.

**New Salary Schedule for 2017 to 2022 for employees hired after January 1, 2014:**

<u>Position</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
<b>Police officer</b>						
Trainee Step	\$29,000	\$29,000	\$29,000	\$30,000	\$30,000	\$30,000
Step 1	\$35,000	\$35,700	\$36,414	\$37,142	\$37,885	\$38,643
Step 2	\$40,292	\$41,098	\$41,920	\$42,758	\$43,613	\$44,486
Step 3	\$49,594	\$50,586	\$51,598	\$52,630	\$53,683	\$54,756
Step 4	\$58,899	\$60,077	\$61,278	\$62,504	\$63,754	\$65,029
Step 5	\$68,201	\$69,565	\$70,957	\$72,376	\$73,823	\$75,300
Step 6	\$77,506	\$79,056	\$80,637	\$82,250	\$83,895	\$85,573
Step 7	\$86,810	\$88,546	\$90,317	\$92,124	\$93,966	\$95,845
Step 8	\$96,113	\$98,035	\$99,996	\$101,995	\$104,035	\$106,116
Step 9	\$105,417	\$107,525	\$109,676	\$111,869	\$114,107	\$116,389
Step 10	\$114,725	\$117,020	\$119,360	\$121,748	\$124,182	\$126,666
Sergeant	\$124,117	\$126,599	\$129,131	\$131,714	\$134,348	\$137,035
**Lieutenant	\$126,157	\$131,680	\$134,313	\$137,000	\$139,740	\$142,534
Captain	\$136,145	\$138,868	\$141,646	\$144,479	\$147,368	\$150,316

\*\*Beginning on January 1, 2018 there will be a \$3,000 increase to the Lieutenant's Salary, which is already reflected in the above schedule\*\*

\*\*The above salaries are subject to the express provision of Article XXI, Section D, relating to the 2% salary increases from 2016 to 2017 and the furlough times.\*\*

- All off duty employment by outside vendors will be paid to officers in a separate check.

## ARTICLE XXII

### JOINT- P.B.A. MANAGEMENT COMMITTEE

All personnel shall be required to attend a maximum of four (4) Departmental meetings per calendar year without overtime pay or compensatory time off.

The purpose and intent of such meetings is to foster good employment relations through communications between the Borough and P.B.A. These meetings are not intended to bypass the grievance procedure or to be considered contract negotiation meetings. Such matters for discussion are:

1. Disseminating general information of interest to the parties;
2. Giving employees an opportunity to express their views and recommendations to the Department.

## ARTICLE XXIII

### EDUCATIONAL INCENTIVE

- A. With the approval of the Chief of Police, a maximum of one-thousand dollars (\$1,000.00) per year shall be paid toward tuition for employees who are enrolled in a criminal justice or sociology program at an accredited college or university.
- B. To obtain tuition reimbursement under this section, the employee upon submission of the proper municipal voucher must submit evidence of obtaining a mark of "B" or better for the completion of the course.
- C. Officers holding or obtaining the following educational degrees will earn the following annual stipend beginning with the following year such a degree is earned:

Associate's Degree: \$1,000.00

Bachelor's Degree: \$2,000.00

Master's Degree: \$3,000.00

- D. The education stipend for an Associate's Degree shall not apply to any officers hired after July 1, 2014. The educational stipend will be paid by the first pay day in December of each year. In the event an officer shall leave the employ of the Borough of Prospect Park, for any reason whatsoever, the officer shall not be entitled to a pro-rata share of the education stipend.

## ARTICLE XXIV

### Educational Requirements

The Educational Requirement will no longer be a contractually bargained item and further reference to this item will be under the Police Ordinance's educational requirement.

**ARTICLE XXV**

**FULLY BARGAINED PROVISIONS**

This agreement represents and incorporates the complete and final understanding and settlement by the parties on all "bargainable" issues which were or should have been the subject of negotiations. Proposed new rules and modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established. During the term of this Agreement, neither party will be required to negotiate with respect to any issues, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either party at the time they negotiated or signed this Agreement.

**ARTICLE XXVI**  
**TERM AND RENEWAL**

- A. This agreement shall be in full force and effect as of January 1, 2017 and shall remain in effect to and including December 31, 2022, without any reopening date.
- B. This agreement shall continue in full force until the signing of the next contract by both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals at Prospect Park, New Jersey, this 20 day of March, 2017

WITNESS:

**BOROUGH OF PROSPECT PARK  
PASSAIC COUNTY, NEW JERSEY**



**Danielle Ireland, Borough Administrator**



**Mohamed T. Khairullah, Mayor**



**Walter Richmond, PRESIDENT  
Prospect Park P.B.A. Local No.114**