

1684

A G R E E M E N T

Between the

CITY OF PASSAIC

and the

**POLICEMEN'S BENEVOLENT ASSOCIATION
LOCAL NO. 14**

JANUARY 1, 1995 THROUGH DECEMBER 31, 1998

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INDEX

	PREAMBLE	1
I	LEGAL REFERENCE	2
II	RECOGNITION	3
III	POLICEMEN'S RIGHTS	4
IV	MUTUAL PRESERVATION OF STANDARDS	6
V	VACATIONS AND HOLIDAYS	7
VI	LEAVE OF ABSENCE, SICK LEAVE AND OTHER LEAVE	10
VII	WORK INCURRED INJURY	14
VIII	OTHER BENEFITS	16
IX	WORK DAY, TOURS OF WORK AND OVERTIME	19
X	HOURLY RATE	21
XI	SELF INSURANCE	22
XII	COMPENSATION	23
XIII	MISCELLANEOUS	26
XIV	GRIEVANCE PROCEDURE	28
XV	COMPUTATION OF TIME, CHANGES AND CONDITION OF THIS AGREEMENT	32
XVI	RETENTION OF BENEFITS	33
XVII	JOINT P.B.A. - MANAGEMENT COMMITTEE	34
XVIII	P.B.A. BUSINESS	35
XIX	TRAINING PAY	36

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XX	STANDBY TIME	37
XXI	PRIORITY FOR OVERTIME	38
XXII	REPLACEMENTS	39
XXIII	INSURANCE	40
XXIV	BULLETIN BOARD	41
XXV	CEREMONIAL ACTIVITIES	42
XXVI	PERSONNEL FILES	43
XXVII	SAFETY AND HEALTH	44
XXVIII	BILL OF RIGHTS	45
XXIX	POLICE VEHICLES	47
XXX	RESIDENCY	48
XXXI	NO STRIKE PLEDGE	49
XXXII	SEPARABILITY AND SAVINGS	51
XXXIII	TERM AND RENEWAL	52
	SALARIES (Schedule A)	53
	SICK TIME (Schedule B)	54

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PREAMBLE

THIS AGREEMENT, made and entered into in Passaic, New Jersey, this ¹⁸5 day of ~~November~~, 1998, between the CITY OF PASSAIC in the County of Passaic, hereinafter referred to as "City" or "Employer", and the POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 14, hereinafter referred to as the "PBA".

WHEREAS, the City and the PBA recognize and declare that providing quality police protection for the City is their mutual aim;

WHEREAS, the City has an obligation, pursuant to Chapter 303, Public Laws of 1968, to negotiate with the PBA as the representative of Employee hereinafter designated with respect to the terms and conditions of employment;

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

NOW, THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

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City: Mos

PBA: AD

ARTICLE I
LEGAL REFERENCE

Nothing contained in this Agreement shall alter the authority conferred by law upon any City Official or in any way abridge such authority. This Agreement shall be construed as requiring City Officials to follow the terms herein, to the extent that they are applicable in the exercise conferred upon them by law.

Nothing contained herein shall be construed to deny or restrict to any Policeman such rights as he may have under any other applicable laws and regulations. The rights granted to Policemen hereunder shall be deemed to be in addition to those provided elsewhere.

The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of State and Local laws, except as such particular provisions of this contract modify existing local laws.

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ARTICLE II
RECOGNITION

The City hereby recognizes the PBA as the sole and exclusive representative of all full time members, except for the chief and deputy chief, of the police department for the purpose of collective negotiations with respect to terms and conditions of employment.

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PBA: AD

ARTICLE III
POLICEMEN'S RIGHTS

Pursuant to Chapter 303, Public Laws of 1968, the City hereby agrees that every Policeman shall have the right freely to organize, join and support the PBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the laws of the State of New Jersey, the City undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any Policeman in the enjoyments of any rights conferred by Chapter 303, Public Laws of 1968 or other Laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any Policeman with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the PBA and its affiliates, his participation in any activities of the PBA and its affiliates, collective negotiations with the City, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms and conditions of employment.

Elected representatives or those appointed by the President of the PBA shall be permitted time off to attend negotiating sessions, grievance sessions, and meetings of the joint PBA Management Committee and meetings or sessions which might affect the rights and/or obligations of any Officer. There will be a maximum of three (3) members at such sessions or meetings.

Seniority shall prevail in choice of shifts, (if applicable) vacations, holidays or in the event of layoff.

A Police Officer shall be granted thirty (30) minutes to eat during his tour of duty, except in the case of unusual or emergency situations, as determined by the Desk Officer.

The City and the PBA agree that there shall be no discrimination against any employee because of race, creed, color, age, religion, sex, national origin or political

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affiliation.

The City and the PBA agree that all members covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the City or the PBA against any Employee because of the Employee's membership or non-membership or activity or non-activity in the PBA.

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ARTICLE IV

MUTUAL PRESERVATION OF STANDARDS

The City of Passaic agrees that all benefits, terms and conditions of employment relating to the status of the City of Passaic Police Officers, which benefits, terms and conditions of employment are not specifically set forth in this Agreement, shall be maintained at not less than highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.

Unless a contrary intent is expressed in this Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any Police Officer pursuant to any rules, regulations, instruction, directive, memorandum, statute or otherwise shall not be limited, restricted, impaired, removed or abolished.

The City of Passaic hereby reserves and maintains any and all rights, duties and obligations it had prior to the signing of this Agreement pursuant to any State of New Jersey or Federal Law and the New Jersey and United States Constitution.

The parties agree that during the term of this Agreement, they shall meet periodically in a good faith attempt to resolve such additional issues as may arise.

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ARTICLE V
VACATIONS AND HOLIDAYS

Section 1 - Vacations

A. Earned Vacations - Officers shall be entitled to vacations based upon the length of time employed as hereinafter provided.

B.1 Number of Days - Officers who have not completed one year of service shall have one working day of vacation for each full month of continuous service rendered from the date of his appointment. Officers who have one year of service shall be granted fifteen (15) working days vacation. Officers who have five (5) years of service shall be granted seventeen (17) working days vacation in the sixth year. Officers who have ten (10) years of service shall be granted nineteen (19) working days vacation in the eleventh year. Officers who have fifteen (15) years of service shall be granted twenty-one (21) working days vacation in the sixteenth year. Officers who have twenty (20) years of service shall be granted twenty-three (23) working days vacation in the twenty-first (21st) year. Officers who have twenty-five (25) years of service shall be granted twenty-five (25) working days vacation in the twenty-sixth year and in each year thereafter. An officer shall be entitled to and shall receive the next higher vacation level benefit for the year in which his anniversary date occurs. (Example: If an officer's fifth anniversary date occurs in November then he shall receive seventeen (17) days during the summer of that same calendar year.)

2. Superior Officers shall receive their vacation in working days according to longevity as follows: Sergeant with one (1) to ten (10) years granted eighteen (18) days, with ten (10) to fifteen (15) years service granted twenty (20) days, with fifteen (15) to twenty (20) years of service granted twenty-one (21) days, with twenty (20) to twenty-five (25) years service granted twenty-three (23), with twenty-five (25) years or more service granted twenty-five (25) days. A Lieutenant with one (1) to five (5) years of service granted twenty (20) days, with five (5) to twenty (20) years service granted twenty-one (21) days, with twenty (20) to twenty-five (25) years service granted twenty-three (23) days, with twenty-

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five (25) or more years service granted twenty-five (25) days. A Captain with one (1) to fifteen (15) years service granted twenty-two (22) days, with fifteen (15) to twenty (20) years service granted twenty-three (23) days, with twenty (20) to twenty-five (25) years service granted twenty-four (24) days, with twenty-five years or more years of service granted twenty-five (25) days.

3. Unused Vacation Time may be accumulated for no more than two (2) years.

C. Pay during Vacation: The Director of the Department shall allot vacation periods in order to assure orderly operation and adequate continuous service but will grant vacation so far as possible in accordance with the desires of the officers in order of their seniority. Except in the case of emergency situations declared by the Director of the Department, the Officers shall be allowed to take at least ten (10) working days of his entitled vacation during the period from June 15th through September 15th. No officer shall be recalled from vacation except in case of full Departmental mobilization.

D. Reschedule Vacations: Officers shall take their vacation at the scheduled time, however, different periods of vacation may be taken if mutually acceptable to the Director and the Officer. If unable to agree on a mutually acceptable rescheduled vacation and the officer is required by the Director to work during his vacation period, then in addition to his usual pay he shall receive vacation pay in lieu of vacation, or in the alternative to take his vacation period at a future date.

Section 2 - Holidays

A. Designation of Days: Each officer shall be compensated with ten (10) paid holidays to be scheduled at the request of the employee, subject to Departmental needs.

If an officer does not receive his full compliment of ten (10) holidays within any calendar year because of scheduling of work demands, he shall be allowed to carry said holidays over to the next calendar year.

B. Declaration of Holidays by the Governing Body of the City of Passaic, New Jersey. If a holiday is declared by the City of Passaic, the Governor of the State of New

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Jersey or the President of the United States, officers shall be entitled to such holiday in addition to the yearly holidays.

Section 3 - Personal Day

Each employee shall be entitled to one (1) mutually scheduled personal day off per year.

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ARTICLE VI

LEAVE OF ABSENCE, SICK LEAVE AND OTHER LEAVE

Section 1 - Leave of Absence

A. **Military Leave:** Where an officer is a member of the National Guard, Air National Guard, or a reserve unit of any of the Armed Forces of the United States and is required to engage in field training and to attend meetings, he shall be granted a military leave of absence with pay for the period of such training or meeting. Such paid leave of absence shall not affect his vacation.

When an officer has been called to active duty or is inducted into the military, air or naval forces of the United States, he shall be granted an indefinite leave of absence without pay and his seniority shall continue for the duration of such military service. Such officer must be reinstated without loss of privileges of seniority, provided he received an honorable discharge and he reports for duty with the City within ninety (90) days following his honorable discharge from military service.

B. **Leave Because of Death:** In the case of death of a member of an Officer's family (including brothers- and sisters-in-law, sons and daughters-in-law and grandchildren), time off necessary to arrange for the funeral and attend the service up to a maximum of three (3) days with pay at the established annual salary shall be granted to him if he actually attends the funeral services during the time he would be required to be on his normal tour of duty. Bereavement leave may be extended at the request of the employee at the discretion of the Chief of Police or his designee.

C. **Leave without Pay:** The Director, on the request of an Officer and after reasonable notice, may grant up to a six (6) month leave of absence without pay to said officer. Said leave may only be granted by the Director when he receives a written request signed by the officer. The Director may extend such leave for an additional six (6) months upon approval of the Business Administrator. Additional leave may be approved only with the consent of the Department of Civil Service. If an employee over extends his leave, it

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may result in disciplinary action which may include termination.

Section 2. - Sick Leave

1. Effective September 1, 1994 all covered employees will be entitled to the following:
 - (A) Employees with five (5) or more years shall receive two (2) additional sick leave days.
 - (B) Employees beginning the fourth year of employment during 1994, shall receive one (1) additional sick leave day.
 - (c) Employees beginning the third year of employment during 1994, shall receive one half (½) additional sick leave day.

All employees will be entitled to additional sick leave days as per the schedule in #2 below.

2. Effective January 1, 1995, all covered employees will be entitled to sick leave, as restricted above and set forth below:
 - (a). During the first year of employment the employee shall receive one (1) sick leave day for every month of employment.
 - (b). Beginning the second year of employment the employee shall receive fifteen (15) sick leave days per year.
 - (c). Beginning the third year of employment the employee shall receive seventeen (17) sick leave days per year.
 - (d). Beginning the fourth year of employment the employee shall receive nineteen (19) sick leave days per year.
 - (e). Beginning the fifth year of employment the employee shall receive twenty (20) sick leave days per year.

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The above sick leave which if not used shall be accumulated in a sick leave bank from year to year.

3. Sick leave shall be used in the following order:

- (1) The first sick leave days shall be taken from the then current year's sick leave allocation.
- (2) After the then current year's sick leave allocation has been exhausted, unused accumulated sick days from prior years shall next be used.
- (3a) Once an officer uses up accumulated sick leave he/she shall next be required to utilize vacation, compensatory and holiday time.
- (3b) An officer who is on sick leave and has been out sick for a period of six (6) months or more in the preceding twelve (12) month period shall accrue benefits sick leave, vacation, holiday and clothing allowance) on a pro rata basis. At retirement, all available accumulated, unused sick days shall be compensated at said retiring Employee's then day rate or total compensation at the time of retirement on a day-to-day basis. Under no event shall the City of Passaic be caused to pay more than Eighteen Thousand (\$18,000) Dollars under said terminal leave provision.

4. Effective upon the execution of this Agreement all covered employees shall continue to be enabled to a Leave of Absence With Pay as adopted by City Ordinance No. 980-87 in conjunction with N.J.S.A. 40A:14-137. The parties hereby agree to the following limitations:

- (a). Leaves of Absence cannot be granted for any more than one (1) year.
- (b). A covered employee is entitled to receive said leave provided (1) the diagnosis and prognosis of the employee's doctor states that the employee will be out of work for forty (40) continuous working days as a result of a non-work related injury or illness; (2) that at the City's discretion the employee may be examined by the City's physician for concurrence; (3) that should the employee's and City's physicians disagree the diagnosis and prognosis a third physician, mutually agreed to by the two physicians, shall be the final arbiter as to the diagnosis and prognosis for the purpose of receiving a paid Leave of Absence.

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- (c). The Governing Body has the authority to disapprove a paid Leave of Absence for the following grounds only:
1. If in the opinion of both the employee's physician and the City's physician, the employee is no longer capable of returning to work; if the employees physician or the City's physician cannot agree, the opinion of a third physician as determined in Section 4(b)(3) above shall apply to this Section.
 2. The covered employee has been suspended or terminated from employment for disciplinary reasons;
 3. There are pending disciplinary charges against the employee for either chronic and excessive absenteeism or abuse of sick time;
 4. Charges of chronic and excessive absenteeism or sick leave abuse have been sustained against the employee within one (1) year of the date of application for a Leave of Absence with pay;
 5. The employee has made an application for retirement;
 6. The City has filed for involuntary retirement on behalf of the employee.

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7. Effective upon the execution of this Agreement, any PBA employee who is out on sick leave and not qualified to be on a paid Leave of Absence shall be permitted to use and exhaust all available sick, vacation, holiday, compensatory and personal leave.

5. In the event an Officer's illness or injury causes an absence for a period of more than three (3) days, a doctor's note may be requested by the Chief of Police indicating when the Officer may be expected to return to work.

6. If an officer is out sick or injured and under doctor's care, he will not be required to remain in his home if the doctor feels that it is not necessary for his recuperation; but, will let the Desk officer know where he can be reached.

7. If an officer lives alone or becomes ill or injured while not at home, he will notify the Desk officer as to where he will be staying.

8. Sick leave may be used by an officer for personal illness or injury of a member of his family or household which requires his attendance upon the person who is ill or injured or which requires his being quarantined by a physician because of a disease which is certified by the local Health Department of the jurisdiction where the officer resides as being a contagious disease. This shall not exceed three (3) days per illness or injury, except in the case of quarantine.

9. Notwithstanding any of the above provisions, the City reserves the right to have an officer examined by a physician, designated by the City, after a period of twenty-one (21) calendar days from the date of his disability if the Officer is disabled and the likelihood of the officer being able to return to duty is questionable based on the determination of the City Business Administrator or the Chief Administrator of the City. If the employee is being treated by a private physician, the employer's doctor shall have the right to consult with said private physician.

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ARTICLE VII
WORK INCURRED INJURY

Where an employee covered under this Agreement suffers work connected injury or disability, the City shall continue such employee at full pay, during the continuance of such employee's inability to work, for a period of up to one (1) year. During this period of time, all temporary disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid over to the City.

The Employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and the City may reasonably require the said Employee to present such certificates from time to time.

In the event the Employee contends that he is entitled to a period of disability beyond the period established by the treating physician employed by the City or by its insurance carrier, then, and in that event, the burden shall be upon his Employee to establish such additional period of disability by obtaining a judgement in the Division of Workers' Compensation establishing such further period of disability and such findings by the Division of Workers' Compensation, or by the final decision of the last reviewing Court shall be binding upon the parties.

For the purpose of this Article, injury or illness incurred while the Employee is attending any City-sanctioned activity or training program, shall be considered in the line of duty.

In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of an appropriate Workers's compensation judgement, or, if there is an appeal therefrom, the final decision of the last reviewing court.

An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

ARTICLE VIII
OTHER BENEFITS

Section 1 - Legal Expenses

The City recognizes the applicability of **NJSA 40A:14-155** and agrees to be bound thereby. An officer charged with an offense or crime shall be entitled to select an attorney of his choice, at the approved rate. (The current approved rate is Seventy-Five (\$75.00) Dollars per hour).

Section 2 - Medical Expenses and School

A. **Influenza Inoculation**: The City will provide, at its expense, one influenza inoculation per year to all officers requesting same.

B. 1. The City will provide all active members with medical and surgical coverage with an accredited hospitalization plan.

2. Effective February 1, 1984, the City agrees to provide dental care in accordance with the provision of the insurance program presently in effect, subject to the carrier's requirements and restrictions.

3. In addition to the coverage for active members, the City shall provide all of the above coverages for retired members effective upon the signing of this contract until such time as member qualifies for Medicare.

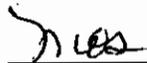
4. The City shall provide the prescription program as provided to other bargaining units within the City.

5. Effective March 8, 1985, the City shall provide an optical plan, the equivalent of Vision Service of New Jersey.

C. The City will pay Ten (\$10.00) Dollars a year for PBA insurance which covers each member for One Thousand (\$1,000.00) Dollars life insurance per year. This sum to be sent to PBA No. 14, State Delegate to be forwarded to State Insurance Plan.

D. **College Credit Program**: There shall be added to and made part of the remuneration to each member of the Police Department, the sum of Twenty (\$20.00) Dollars per annum for each credit hour completed for which credit has been given toward a Masters Degree, Baccalaureate Degree or Associate Degree in Police Science, Public Safety, or related field of study, which credit hour must have been completed in or accepted by an

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accredited institution offering a program leading to a Masters Degree, Baccalaureate Degree or Associate Degree in a related field as mentioned above. The maximum number of such credits for which a member of the Police Department shall receive such remuneration shall not exceed a total of one hundred and twenty (120).

Members of the Police Department who become eligible for such additional remuneration prior to June 30th of any calendar year, shall receive such additional remuneration beginning with the first pay period in July of that calendar year. Such additional remuneration shall be payable upon presentation to the Director of Public Safety of a proper certification from the accredited institution attended by the said member, setting forth the number of credit hours completed or the conferring of a Masters, Baccalaureate, or Associate Degree in Police Science, Public Safety, or related field. Such remuneration shall be paid notwithstanding the maximum salary, or wages hereinbefore provided for such office of employment, and shall be paid at the same time and in the same manner as the salary or wages fixed pursuant to the provisions outlined above. A payment will be made only for a grade of "C" or its equivalent or better.

Members of the Police Department who become eligible for such additional remuneration will receive such additional remuneration as part of their pay package over and above their base salary; combining both base salary and remuneration for college credits to become the Police Officer's total combined annual salary. Longevity to be computed at the top annual remuneration. Deductions and payment to be made toward the police officer's pension program.

E. Any officer desiring to attend a non-academy school and who desires to receive remuneration under Paragraph D shall first notify the Chief of Police. Every officer attending school with the Chief's approval will be assigned to an hour of duty which will enable him to attend classes regularly and without interruption nor interfere with his normal days off.

F. Police Academy and Police Technical Schools: Any officer attending a Police Academy or any other Police Training Academy recognized by the New Jersey Police Training Commission, with the permission of the Director of the Department, shall be compensated at existing pay schedule to complete the course. Each employee covered by this Agreement shall be entitled to attend at least one training course per year during working hours. To the extent possible the Police Department shall be responsible for scheduling said training.

Section 3 - Reimbursement for Expenses

A. Clothing

1. Each officer shall receive an annual allowance of Seven Hundred and Fifty (\$750.00) Dollars for the maintenance of clothing and equipment. This Allowance is payable in two (2) equal installments of Three Hundred and Seventy-Five (\$375.00) Dollars on June 1st and December 1st. In addition, the City shall purchase and furnish a new officer with one (1) handgun which shall be in safe condition. Said gun shall be returned to the City upon the termination of the officer's employment.

2. If an officer has part of his uniform destroyed or lost in the line of duty, the City shall replace same upon receipt of a report of the incident, verified by a Superior Officer and approved by the Chief of Police. An officer's uniform shall include clothing worn by Detective and Officers in plain clothes. The maximum amount to be paid under this Section shall not exceed Two Hundred (\$200.00) dollars per calendar year.

B. Hardware items such as handguns, if damaged or lost in the line of duty, holsters and belts, handcuffs and cases, night sticks, safety helmets, badges and mace shall be purchased and supplied by the City and replaced if not in working order or in poor condition.

C. Effective upon the date of the signing of this contract if officers in the performance of their duties have their glasses, dentures, watches damaged, lost or destroyed, the City will assume the cost of repairs or replacements upon receipt of a report of the incident, verified by a Superior Officer and approved by the Chief of Police. The maximum amount to be paid under this Section shall not exceed Two Hundred (\$200.00) Dollars per calendar year.

D. The City shall establish and maintain a vest recertification program for bulletproof vests. All vests shall be recertified on an annual basis to insure that all vests are in proper condition and fit properly.

E. All personnel (whether assigned to detective, plainclothes and/or uniformed division) will maintain, at all times, a regulation, serviceable police uniform, which will cover both winter and summer dress. All personnel will equip themselves and maintain in serviceable condition both an eight point winter hat and an eight point summer hat. Baseball caps will no longer be utilized as summer dress equipment for the summer uniform.

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ARTICLE IX
WORK DAY, TOURS OF WORK AND OVERTIME

The normal work day shall be eight (8) hours, which shall include within the eight (8) hour span thirty (30) minutes of paid meal time per day, and in addition thereto, two (2) coffee breaks of fifteen (15) minutes each. The normal work day shall be based upon the utilization of a squad system which shall function for eight (8) hours for each squad during a twenty-four (24) hour day.

It is agreed and understood that during all meal periods and coffee breaks arising under this Section that all employees will be available to respond to any call for emergency or other contingency.

Overtime is defined as work in excess of the normal eight (8) hour work day or work on the regular day off (R.D.O.). A regular day off (R.D.O.) is defined as a scheduled day off from work as set forth in the regular work tour schedule posted by the Police Department. The present schedule system shall continue.

Overtime shall be paid either as paid overtime compensation (time and one-half) or compensatory time at the time and one-half rate (one and one-half hours for each hour worked). All work performed in excess of the specified hours in any tour of duty shall be considered overtime and shall be credited on the following basis.

The employee shall have the discretion as to whether overtime shall be paid overtime compensation or compensatory time and shall exercise such discretion either immediately before working such overtime or immediately after completing the working of such overtime and notify his Commanding Officer in writing of his decision.

An employee may accumulate no more than sixty-four (64) hours of overtime to be banked as compensatory time which is equivalent to ninety-six (96) hours at straight time. For all hours in excess of sixty-four (64) of overtime pay, the employee shall receive only paid overtime compensation.

If the member chooses paid overtime compensation, that choice, once made, may not be altered. If the member chooses compensatory time, that choice may be altered at the sole option of the employee under the following conditions:

1. The request for the conversion is made in the calendar year during which the compensatory time was earned.

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2. The request for conversion must be received by the commanding officer no later than the day following the normal pay day to ensure inclusion within the next two (2) pay periods.

Any compensatory time not utilized by the employee during the calendar year shall be paid to him pursuant to the paid overtime compensation provision of this Agreement.

Minimum overtime: When his eight (8) hour tour is completed, any officer shall be paid a minimum of one (1) hour for any fraction of the first hour that he stays over. After the first hour he shall be paid one-half hour for any fraction of every ensuing half-hour that he stays over. All payments shall be made at one and one-half (1½) times his hourly rate.

Court Appearances: Any officer required to report to any court (superior, county or municipal), agency, or any administrative body for any matter arising out of the employee's position as a Police Officer, while on off-duty time, shall be paid at one and one-half (1½) times his hourly rate for the time he is required to attend including reasonable travel time out of Passaic County. The minimum compensation to which an employee is entitled shall be four (4) hours at the overtime rate of pay.

Notice of Transfer: The City shall provide five (5) days notice of any transfer, if possible, except in emergencies.

ARTICLE X
HOURLY RATE

To compute the hourly rate of a police officer, his yearly base salary shall be divided by 2080 hours.

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PBA: AD

ARTICLE XI
SELF INSURANCE

The City of Passaic shall have the right to undertake a self insurance program which would cover medical and surgical benefits for employees covered by this Agreement.

Any medical or surgical self insurance plan or program which the City of Passaic may establish or join shall provide benefits which are equal to or better than the benefits currently available to employees covered by this agreement.

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ARTICLE XII
COMPENSATION

Section 1 - Salary

The City will pay each officer at the end of the each two (2) week period a salary check to represent 1/26 of the officer's established annual salary. Payment for vacation period shall be made on the established pay day of the week prior to the officer starting his vacation.

Section 2 - Overtime Pay

A. **Rate:** Overtime will be paid to all officers at a time and one-half (1½) rate of the officer's hourly rate. The hourly rate is to be determined by dividing the officer's established annual salary by two thousand eighty (2080) working hours.

B. When an officer has worked overtime during any given week, the Superior Officer in charge of that tour shall submit a record of such overtime to the Chief's office which will then submit same to the Treasurer's office for payment to said officers.

C. **Time of Payment:** Payment for overtime shall, if practical, be included in the next salary check due the officer. In no event shall the officer be paid later than the second pay date following the time worked.

D. Upon retirement each officer shall receive a supplemental compensation for each full day of earned and unused accumulated sick leave which is credited to him on the effective date of his retirement.

Notwithstanding any provisions contained in this contract in Article VI; for purposes of this section only, the earned and unused accumulated sick leave shall be determined as follows:

1. It is agreed by the parties that the schedule annexed to this contract and incorporated by reference as Schedule "B" and entitled "Record of Sick Days Effective March 1, 1995 - Passaic Police Department" as properly modified per the terms of the 1994 Memorandum of Agreement on September 10, 1996, shall become the official, binding and recognized record of the number of sick days accruing to each officer effective September 10, 1996.

8/18/98

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2. Effective January 1, 1995 sick leave shall be earned pursuant to the relevant terms under Article VI, Section 2.
3. Any sick days with the exception of those incurred in the line of duty shall be counted against the earned sick leave indicated in Paragraph 2 above and counted as "used" sick leave for purposes of this section only.
4. At retirement, all available accumulated, unused sick days shall be compensated at said retiring Employee's then day rate or total compensation at the time of retirement on a day-to-day basis. Under no event shall the City of Passaic be caused to pay more than Eighteen (\$18,000) Dollars under this provision.
5. Upon application made by an officer, the appointed authority shall certify within forty-five (45) days the number of earned and unused accumulated sick leave for which supplemental compensation is to be paid.
6. The lump sum supplemental compensation provided herein for accumulated sick days shall in no way affect, increase or decrease any pension or retirement benefits to such retired officer.
7. In the event of an officer's death after the effective date of retirement, but before payment is made the payment shall be made to his estate.

Section 3 - Base Salary

The base annual salaries for officers covered by this Agreement shall be as set forth on Schedule "A" annexed. All pay and economic benefits shall be retroactive to January 1, 1995 unless otherwise specified and shall be paid promptly upon execution of this Agreement.

Section 4 - Longevity Program

The following shall be the longevity schedule.

<u>Years Completed</u>	<u>% of Base Salary</u>
Upon completion of 5 years	2% of Base Salary
Upon completion of 10 years	4% of Base Salary
Upon completion of 15 years	6% of Base Salary

8/18/98 City: Passaic

PBA: [Signature]

Upon Completion of 20 years	10% of Base Salary
Upon completion of 24 years	12% of Base Salary
Upon Completion of 30 Years	14% of Base Salary

Section 5 - Call in Pay

Any officer having completed any tour of duty and is dismissed at the end thereof and who is recalled back to duty shall receive a minimum of two (2) hours pay at the prevailing overtime rate, even though working less than two (2) hours.

8/18/98

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ARTICLE XIII
MISCELLANEOUS

Definitions

A. **Full Time Employees:** Full time employees are all regular full time police officers, detectives and superior officers employed by the City of Passaic, New Jersey, in the Police Department.

B. **Appropriate Unit:** The appropriate unit is defined only as full time police officers of all ranks and positions.

C. **Accredited Representatives:** The accredited representative of its employees in said unit is New Jersey Policemen's Benevolent Association, Local No .14.

D. **Members of the Family:** Members of the family are defined as the Officer's father, mother, father-in-law, mother-in-law, grandmother, grandfather, brother, sister, spouse, child, foster child, and relatives of the officer residing in his household. The officers shall furnish proof of same satisfactory to the Director.

E. **School** is defined as any institution under the control and supervision of or approved and licensed by the New Jersey State Department of Higher Education or the New Jersey Department of Education.

F. **Established Annual Salary:** The established annual salary shall mean base salary plus longevity pay.

G. **Increment Dates** : For the purpose of increments, the anniversary date of hire shall be used in all computations.

8/18/98

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H. Working Days: Working days are defined as those days directly after an officer's normal days off .

8/18/98

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ARTICLE XIV

GRIEVANCE PROCEDURE

For the purposes of providing expeditious and mutually satisfactory resolutions of problems arising under this Agreement, the parties adopt the following procedures which shall be kept as informal as may be appropriate.

This Grievance Procedure shall cover issues of application or interpretation of this Agreement, and, meant to provide means by which Employees covered by this Agreement may appeal the interpretation, application or violation of policies, agreements, and administrative decisions affecting them including issues of job safety.

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

A. STEP ONE

An Employee with a grievance shall, within seven (7) calendar days of the occurrence of the event being grieved, present the same to his Tour Commander. After full disclosure of the facts surrounding the event being grieved, the Tour Commander must make every earnest effort to reach a satisfactory settlement with the Employee and Griever. The Tour Commander shall render a decision within five (5) calendar days of his receipt of the grievance.

B. STEP TWO

In the event the grievance is not resolved at STEP ONE, the Employee shall

8/18/98

City: mes

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reduce the grievance and decisions respectively to writing and file same with the Commander of the Division to which the Employee is assigned within five (5) calendar days who shall thereupon render his decision in writing within five (5) calendar days of his receipt of the matter and all respects related thereto.

C. STEP THREE

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

D. STEP FOUR

1. If the grievance is not settled through the preceding steps, either party may refer the matter to the Public Employment Relations Commission within fourteen (14) calendar days after determination of STEP THREE proceeding. The Arbitrator or Arbitrators shall be selected in accordance with the rules of the said Commission and the expense of the Arbitrator or Arbitrators shall be borne equally by the parties

8/18/98

City: Mos

PBA: [Signature]

hereto, provided, however, that each party shall bear the expense of producing witnesses, testimony or evidence for his presentation.

2. The Arbitrator or Arbitrators shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him and relevant to the grievance. He or they shall have no authority to modify or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the Arbitrator shall be final and binding.
3. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the Director. Further, it is the intent of the parties that no matter in dispute that is subject to the review and/or the decision of the Civil Service Commission of the State of New Jersey may be submitted to arbitration. The parties herein direct the Arbitrator not to accept or to decide any matter in dispute that is subject to Civil Service Commission.
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 or contract the time limits provided for processing the Grievance Procedure. A failure to respond at any step within the provided time limits shall be deemed a denial.

8/18/98

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ARTICLE XV

**COMPUTATION OF TIME, CHANGES AND
CONDITION OF THIS AGREEMENT**

A. Whenever any act is required under this Article to be done or performed within a specified period of time, Saturdays, Sundays, and holidays shall be excluded in the computation of such period.

B. Nothing in the procedures set forth in this Article shall be deemed to abrogate, modify, or otherwise change any other part of this Agreement without the mutual consent of the parties hereto in writing.

C. This Agreement is subject to the provisions of any State Law, and Civil Service rules and regulations which shall prevail, however, only if they are inconsistent with this Agreement and compliance with same is mandatory rather than permissive or discretionary.

ARTICLE XVI

RETENTION OF BENEFITS

The City agrees that all benefits, terms and conditions of employment relating to the status of members of the Passaic Police Department not covered by this Agreement, shall be maintained at not less than the highest standards in effect at the time of the commencement of collective negotiations leading to the execution of this Agreement.

8/18/98

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ARTICLE XVII

JOINT P.B.A. - MANAGEMENT COMMITTEE

A committee consisting of the Business Administrator or his designee and the P.B.A. shall be established for the purpose of reviewing the administration of this Agreement and to resolve problems that may arise. Said Committee will meet when necessary and required. These meetings are not intended to bypass the Grievance Procedure or to be considered contract negotiation meetings.

The purpose and intent of such meetings is to foster good employment relations through communications between the City and P.B.A. on such matters:

1. Discussion of questions arising over the interpretation and application of this Agreement;
2. Disseminating general information of interest to the parties;
3. Giving P.B.A. representatives the opportunity to express their views or to make suggestions on subject of interest to Employees of the bargaining unit;
4. To notify the P.B.A. of changes in non-bargainable conditions of employment contemplated by management which may effect Employees in the bargaining unit;
5. The promotion of education and training;
6. The elimination of waste and the conservation of materials and supplies.

8/18/98

City: mas

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ARTICLE XVIII

P.B.A. BUSINESS

A. The P.B.A. shall be entitled to one hundred (100), eight (8) hour tours per year for attendance at P.B.A. business. The use of said time off shall be continued only on prior notification by the P.B.A. President, or his designee, to the appropriate Tour Commander(s). Said use of time off shall be denied only in the event of a clear and present danger confronting the Police Department.

Said P.B.A. business time shall not be diminished by time spent at meetings which are scheduled by the City.

B. The City shall provide an office for the sole and exclusive use by the P.B.A. Said office shall be of reasonable size and condition and shall be located in the Police Department Headquarters Building.

C. The City shall, in addition to Paragraph A, of this Article, provide one tour per month of time off for the P.B.A. State Delegate.

8/18/98

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ARTICLE XIX

TRAINING PAY

The City agrees to compensate all Employees covered by this Agreement at time and one-half (1½) rate for attending required training courses on their own time.

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ARTICLE XX

STANDBY TIME

Standby time shall be considered as time worked if the City requires the Employee to remain in a fixed location by order of the Police Department.

8/18/98

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ARTICLE XXI

PRIORITY FOR OVERTIME

Overtime for regularly scheduled shifts and details will be offered to regular full-time Employees of the Department first, in order of preference based upon a rotating seniority roster. There may be certain situations in which the Department, because of special skills or other attributes of a particular Officer, determines that it is in the best interests of the City to bypass an Employee or Employees on the seniority list. While this Agreement contemplates such possibilities, it is agreed and understood that such bypassed Employee or Employees must become next on the list for the purposes of overtime roster. The purpose of this clause is to equalize overtime among Employees and same shall not be defeated by the City's selection of special persons for special details as set forth herein. Such overtime will be offered to persons other than full-time Employees only if it has first been refused by each member on the seniority roster aforementioned.

With regard to what is commonly known as "school details", it is agreed that the City will attempt to obtain at least one (1) full-time Employee of the Police Department to work said detail and will make an offer of such detail to the regular full-time Employees on the basis of the rotating roster. It will be the obligation of the Employees to set up their own roster for school details and other special events.

8/18/98

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ARTICLE XXII
REPLACEMENTS

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

No post presently filled by a full-time Employee covered by this Agreement shall be filled by any non-Police, part-time or other personnel without prior negotiations.

ARTICLE XXIII

INSURANCE

The City will continue to provide equivalent insurance coverage to Employees covered under this Agreement; protecting them from civil suits arising out of the performance of their duties including but not limited to the following: False arrest, malicious prosecution, libel, slander, defamation of character, violation of the right of privacy, invasion of the right or privileged occupancy and the invasion of civil rights.

8/18/98

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ARTICLE XXIV

BULLETIN BOARD

The City will supply one (1) bulletin board for the use of the Association to be placed in a conspicuous location.

The bulletin board shall be for the use of the Association for the posting of notices and bulletins pertaining to Association business and activities or matters dealing with the welfare of Employees.

No matter may be posted without receiving permission of the officially designated Association representative.

8/18/98

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ARTICLE XXV

CEREMONIAL ACTIVITIES

In the event a Police Officer in another Department in the State of New Jersey is killed in the line of duty, the City will permit at least one uniformed Police Officer of the City to participate in funeral service for the said deceased Officer.

Subject to the availability of same, the City will permit a City vehicle to be utilized by the members in the funeral service.

Police Officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral service unless otherwise agreed to by the Chief of Police.

8/18/98

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ARTICLE XXVI

PERSONNEL FILES

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 in the office of the Chief of Police.

Any member of the Police Department may by appointment review his personnel file. This appointment for review must be made through the Chief of Police or his designated representative.

8/18/98

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ARTICLE XXVII

SAFETY AND HEALTH

The Employer shall at all times maintain working conditions to insure maximum safety for all Employees. Each Employee covered by this Agreement shall be, upon his/her request, supplied with a bullet-proof vest. The wearing of said vest shall be optional with the Employee.

8/18/98

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ARTICLE XXVIII

BILL OF RIGHTS

A. All Employees shall be entitled to the protection of what shall be hereafter termed as the "Bill of Rights for Police Officers and Detectives in Said Classifications of the City of Passaic Police Department" and which provides as follows.

B. The Police Department has established the following procedures to govern the conduct and control of investigations.

C. The wide ranging powers and duties given to the Department and its members involve them in all manner of contracts and relationships with the public. Out of these contracts come many questions concerning the actions of Employees. These questions often require immediate investigation by the Chief of Police or his designee. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following guidelines are promulgated:

1. The interrogation of an Employee shall be at a reasonable hour, preferably when the Employee is on duty, unless the exigencies of the investigation dictate otherwise. Where practicable, interrogations should be scheduled for the Employee's shift.
2. The interrogations shall take place at a location designated by the investigating Officer. Usually it will be held at the City of Passaic Police Headquarters.
3. The Employee shall be informed of the rank, name and command of the Officer in charge of the investigation, as well as the rank, name and command of the interrogating Officer and of all persons present during the interrogations, and shall be advised of his right to an adjournment in order to have his counsel and/or Association representative present.

4. The Employee shall be informed of the nature of the investigations before any interrogation commences, including the name of the complainant. The address of complainants and/or witnesses need not be disclosed, however, sufficient information to reasonably apprise the Employee of the allegation should be provided. If it is known that an Employee being interrogated is the target of a criminal investigation or a witness only, he should be so informed at the initial contact.
5. The questioning shall not be overly long. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.
6. The Employee shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promises or reward shall be made as an inducement to answering questions.
7. Whenever a tape is made or a record kept, the Employee shall receive a copy.
8. This Article shall not apply with regard to minor violations or the routine day-to-day activities of the Department.
9. If an Employee is under arrest or is likely to be, that is if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the Miranda Decision.
10. Except as provided in (9) immediately preceding, the law imposes no obligation, legal or otherwise, on the Department to provide an opportunity for an Employee to consult with counsel or anyone else when questioned by a Superior Officer about his employment or matters relating to his continuing fitness for Police Service. Nevertheless, in the interest of maintaining the usually high morale of the force, the Department shall afford an opportunity for an Employee, if he so requests, to consult with counsel and/or his representative of the Association before being questioned concerning a serious violation of the Rules and Procedures, provided the interrogation is not unduly delayed. However, in such cases, the interrogation may not be postponed for purposes of consultation past 10:00 A.M. of the day following the notification of interrogation. The Employee shall have the right to have his counsel and/or Association representative present to assist him during the interrogation.

ARTICLE XXIX

POLICE VEHICLES

A. All regular, marked Police vehicle purchased after the execution of this Agreement shall be a standard sized vehicle with a standard Police package. Such vehicles shall contain but not be limited to the following equipment: automatic transmission, power steering, power brakes, air conditioning, interior lighting package, automatic trunk release, twelve (12) gauge shotgun (dash mounted), roof rack with electronic siren and lights, oxygen, first aid kit and flares.

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

ARTICLE XXX

RESIDENCY

A. The City agrees that no regular Police Officer shall be required to live within the City of Passaic unless such residency requirement is specifically mandated by New Jersey Statute. In the event that a residency requirement becomes option, the City agrees not to use said option.

B. No Officer shall be discriminated against with regard to assignment, promotion, or any other terms or conditions of employment due to the place of his or her residence.

ARTICLE XXXI

NO STRIKE PLEDGE

A. It is recognized that the need for continued and uninterrupted operation of the City's Departments and Agencies are of paramount importance to the citizens of the community and there should be no interference with such operation.

B. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting on its behalf will cause, authorize or support, nor will any other members take part in, any strike (i.e., the concerted failure to report for duty, or wilful absence of any employee from his position, or stoppage of work or abstinence in whole or in part from the full faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walk-out or job action against the City.

C. The Association agrees that it will do everything in its power to prevent its members from participating in any strike stoppage, slowdown or other activity aforementioned including but not limited to publicly disavowing such action and directing such members who participate in such activities to cease and desist from same immediately and to return to work, along with such other steps as may be necessary under the circumstances, and to bring about compliance with its order.

D. In the event of a strike, slowdown, walk-out or other action, it is covenanted and agreed that participation in any such action by a member shall entitle the City to take appropriate disciplinary action including possible discharge in accordance with applicable law.

8/18/98

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E. Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity or injunction or damages, or both, in the event of such breach by the Association or its members.

8/18/98

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ARTICLE XXXII

SEPARABILITY AND SAVINGS

If any provision 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.

8/18/98

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ARTICLE XXXIII

TERM AND RENEWAL

This Agreement shall have a term of January 1, 1995 through December 31, 1998. Negotiations for a successor Agreement shall proceed pursuant to the rules of New Jersey Public Employment Relations Commission. In the event that successor Agreement is not executed by December 31, 1998, then this Agreement shall continue in full force and effect until a successor Agreement is executed.

Attest:

CITY OF PASSAIC

Sabatino Emellino

Margie Seveler

Attest:

**POLICEMEN'S BENEVOLENT
ASSOCIATION LOCAL NO. 14**

Mark Kolar PBA Vice President

AD PBA
President

SCHEDULE A

SALARIES

A. For employees hired on or before February 23, 1994 shall receive the following base wage and shall move one step on their anniversary date.

	<u>EFF.</u> <u>1/1/95</u>	<u>EFF.</u> <u>1/1/96</u>	<u>EFF.</u> <u>1/1/97</u>	<u>EFF.</u> <u>1/1/98</u>
<u>Patrol Officers:</u>				
First yr. Of service	\$37,718	\$39,226	\$40,795	\$42,427
Second Year	\$41,293	\$42,945	\$44,663	\$46,449
Third Year	\$44,869	\$46,663	\$48,530	\$50,471
Fourth Year	\$48,444	\$50,382	\$52,397	\$54,493
Fifth Year & Thereafter (maximum)	\$52,022	\$54,103	\$56,267	\$58,517
Sergeant	\$59,394	\$61,770	\$64,241	\$66,811
Lieutenant	\$65,096	\$67,700	\$70,407	\$73,224
Captain	\$69,975	\$72,774	\$75,685	\$78,713

B. For employees hired after February 23, 1994 shall receive the following base wage and shall move one step on their anniversary date.

	<u>EFF.</u> <u>1/1/95</u>	<u>EFF.</u> <u>1/1/96</u>	<u>EFF.</u> <u>1/1/97</u>	<u>EFF.</u> <u>1/1/98</u>
<u>Patrol Officers:</u>				
First yr. Of service				
(1st six months)	\$22,880	\$23,795	\$24,747	\$25,737
(2nd six months)	\$27,040	\$28,122	\$29,246	\$30,416
Second Year	\$31,200	\$32,448	\$33,746	\$35,096
Third year	\$37,718	\$39,226	\$40,795	\$42,427
Fourth Year	\$41,293	\$42,945	\$44,663	\$46,449
Fifth Year	\$44,869	\$46,663	\$48,530	\$50,471
Sixth Year	\$48,444	\$50,382	\$52,397	\$54,493
Seventh Year & Thereafter (maximum)	\$52,022	\$54,103	\$56,267	\$58,517
Sergeant	\$59,394	\$61,770	\$64,241	\$66,811
Lieutenant	\$65,096	\$67,700	\$70,407	\$73,224
Captain	\$69,975	\$72,774	\$75,685	\$78,713

8/18/98

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PBA: AP