



BOROUGH OF POMPTON LAKES PASSAIC COUNTY, NEW JERSEY



Resolution No: 25-79

TITLE:

**RESOLUTION AUTHORIZING EXECUTION OF AN EMPLOYMENT AGREEMENT BETWEEN THE
BOROUGH OF POMPTON LAKES AND DEREK CLARK TO SERVE AS CHIEF OF POLICE**

WHEREAS, Derek Clark (the "Chief of Police") currently serves as the Chief of Police for the Borough of Pompton Lakes; and

WHEREAS, the Chief of Police and the Borough have determined that it is in each of their best interests to enter into an Employment Agreement setting out the terms and conditions of the Chief of Police's continued employment with the Borough, including but not limited to, the responsibilities of the Chief of Police, Salary to be paid to the Chief of Police, and all benefits of employment; and

WHEREAS, the Employment Agreement, annexed hereto, provides in part for a term of two years, beginning January 1, 2025 and ending December 31, 2026 and further provides that the salary to be paid to the Chief of Police for calendar year 2025 shall be \$198,585.58 and the salary to be paid to the Chief of Police for calendar year 2026 shall be \$204,350.74, both of which includes 10% longevity which is included in the total base salary; and

WHEREAS, the Employment Agreement further provides that upon the expiration of the term of Employment Agreement, December 31, 2026, the Chief of Police shall retire his employment at which time he shall be entitled to all benefits granted to officers in accordance with the terms of the contract between the Borough and the Pompton Lakes Policemen's Benevolent Association Local No. 161 at the time of his retirement; and

WHEREAS, the Borough's Labor Attorney has reviewed the terms and conditions of the Employment Agreement and recommends the execution of the Employment Agreement.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and Borough Council of the Borough of Pompton Lakes, in the County of Passaic, and State of New Jersey, does hereby authorize the execution of the Employment Agreement between the Borough of Pompton Lakes and Derek Clark.

RECORD OF COUNCIL VOTE:

I, Elizabeth Brandsness, R.M.C. Municipal Clerk, hereby certify that the above resolution is a true copy of the resolution adopted by the Mayor and Council at their Regular Meeting held on January 22, 2025 at 7:30 p.m. in the Pompton Lakes Municipal Building, 25 Lenox Avenue, Pompton Lakes, N.J.

Motion - by: Hinton

Second - by: Kihlberg

COUNCIL	Yes	No	Absent	Abstain	COUNCIL	Yes	No	Absent	Abstain
Cruz	✓				Kihlberg	✓			
Hinton	✓				Polidori	✓			
Kent	✓				Venin	✓			
MAYOR (Tie-Break Vote): Yes ☐ No ☐									

Date of Adoption: January 22, 2025

Elizabeth Brandsness
Elizabeth Brandsness, R.M.C. Municipal Clerk

Michael Serra
Michael Serra, Mayor

CC: Borough Administrator, Payroll, Employee File

**EMPLOYMENT AGREEMENT BETWEEN
BOROUGH OF POMPTON LAKES AND
DEREK CLARK TO SERVE AS
CHIEF OF POLICE**

**BOROUGH OF POMPTON LAKES
25 LENOX AVENUE
POMPTON LAKES, N.J. 07442**



***BOROUGH OF POMPTON LAKES
PASSAIC COUNTY, NEW JERSEY***

ARTICLE I – RECOGNITION:

THIS AGREEMENT, entered into on this 1st day of January, 2025, by and between Pompton Lakes Borough, in the County of Passaic, New Jersey, a municipal corporation of the State of New Jersey (hereinafter referred to as "the Borough") and Derek R. Clark hereinafter referred to as the (Chief of Police), hereby establishes the following terms and conditions of employment for the position of Chief of Police. This agreement represents the complete and final understanding on all bargaining issues between the Borough and the Chief of Police.

ARTICLE II – MANAGEMENT RIGHTS:

The Borough hereby retains and reserves unto itself 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, except those limited by the specific and express terms of this agreement, and then only to the extent that such specific and express terms hereof are in conformance with the Constitution and the laws of New Jersey and of the United States.

ARTICLE III – RESPONSIBILITIES OF THE CHIEF OF POLICE:

Pursuant to state law, the Ordinances of the Borough, and the regulations and policies established by Pompton Lakes Borough, the responsibilities of the appointed Chief of Police shall include the responsibility to:

- Conduct and manage the day-to day operations of the Police Department;
- Administer and enforce rules, regulations, and special emergency directives regarding the disposition and discipline of the police force, its officers, and personnel;
- Have, exercise and discharge the functions, powers and duties of the police force;
- Delegate such authority as he may deem necessary for the efficient operation of the force to be exercised under direction and supervision;
- Prescribe the duties and assignments of all subordinates and other personnel; and
- Report as directed to the Borough Manager concerning the operation of the police force.

ARTICLE IV – WORKWEEK:

The Chief of Police shall spend sufficient time at his job to insure the smooth and responsible operation of the Police Department over which he has supervisory control. Generally, the Chief is expected to work a forty (40) hour workweek however both parties recognize that more hours may be needed and worked without additional compensation. The parties further acknowledge that as an exempt employee, the Chief is not eligible for overtime pay or to accrue compensatory time.

The Chief's primary hours will be during the day but he may adjust them to meet the needs of the agency and the Borough.

ARTICLE V – USE OF BOROUGH VEHICLE:

The Borough agrees to supply the Chief of Police with unmarked police equipped automobile to be used for police work and for his incidental personal use in accordance with the Borough policy.

The Chief of Police shall have the right to use a Borough vehicle in accordance with the policy

of the Borough on personal use and maintenance of municipal vehicles.

The automobile shall not be used by anyone other than the Chief of Police, except that the Chief of Police may designate other members of the Police Department, as appropriate, to use the vehicle for a designated police purpose.

ARTICLE VI – FRINGE BENEFITS:

The Chief of Police shall be entitled to the same vacation, sick time, death in family, terminal leave, longevity and health insurance benefits as those provided by the terms of the contract between the Borough and the Pompton Lakes Pompton Lakes Policemen's Benevolent Association Local No. 161.

The Chief of Police shall receive four (4) personal days. Unused personal days shall not be paid out upon any separation of employment.

Upon retirement, the Chief of Police shall be entitled to all benefits granted to officers in accordance with the terms of the contract between the Borough and the Pompton Lakes Policemen's Benevolent Association Local No. 161 at the time of his retirement.

ARTICLE VII – SALARY:

The Chief of Police shall receive an annual base salary that of \$198,585.58 for 2025, and \$204,350.74 for 2026. Furthermore, the Chief of Police is to receive 10% longevity, which is to be included in the total base salary.

ARTICLE VIII – EDUCATIONAL PROGRAMS/LAW ENFORCEMENT CONFERENCES:

With prior approval of the Appropriate Authority, which approval shall not be unreasonably withheld, the Borough agrees to grant time off and pay all expenses incurred by the Chief of Police attending any meeting of the below-named associations, as long as such meetings are held within the State of New Jersey. In the event any such meeting occurs outside of such locations; the Chief of Police shall first advise the Borough Administrator if it does not compromise a confidential law enforcement matter. In no event shall the Borough be required to pay or reimburse the Chief of Police for the expense of any class, course, school or educational program unrelated to police duties and activities.

The Chief of Police shall be permitted to attend and be compensated for, at his regular salary, any school, seminar or retraining session conducted or sponsored by the International Association of Chiefs of Police, New Jersey State Association of Chiefs of Police, New Jersey State Police, Federal Bureau of Investigations, or any other educational program of a management or supervisory nature. All reasonable expenses, such as travel, room, food, tuition, special clothing, books, or any other charges connected with the educational program shall be reimbursed to the Chief of Police after submission of appropriate receipts.

The Borough agrees to grant time off including travel time and pay all associated and reasonable expenses for the Chief of Police to attend the annual New Jersey State Association of Chiefs of Police Conference and the annual International Association of Chiefs of Police Conference. If the Chief of Police attends a conference at Borough expense, the Chief of Police shall provide the Borough Administrator with proof of expenses for attending such conference, by way of receipts or vouchers.

The Borough also agrees to pay for the Chief of Police's dues for membership in the County Chiefs of Police Association, the New Jersey State Association of Chiefs of Police, and the International Association of Chiefs of Police.

The Borough agrees to pay for the Chief of Police's Health Care as determined in the Pompton Lakes Policemen's Benevolent Association Local No. 161 CBA, to include the minimum rate of 1.5% health care premium cost as an active employee.

ARTICLE IX – MISCELLANEOUS PROVISIONS:

To the extent that the Borough enters into an employment and/or a collective bargaining agreement with any police or superior officer during the life of this contract which provides for a greater benefit than that set forth herein (e.g. higher clothing allowance, greater longevity, etc.), this Agreement shall be automatically amended to provide for such greater benefit.

No changes to this agreement will take place unless it is a negotiated benefit that the Chief of Police receives in accordance with the CBA between the Borough and the Pompton Lakes Policemen's Benevolent Association Local No. 161, unless negotiated by mutual consent.

The Chief of Police will receive sick time as determined by the contract between the Borough and the Pompton Lakes Policemen's Benevolent Association Local No. 161. The Chief further agrees sick leave will be used in accordance with Borough, departmental policies, and as set forth in the CBA between the Pompton Lakes Pompton Lakes Policemen's Benevolent Association Local No. 161. Sick Time payout upon retirement will also be in accordance with the CBA between the Pompton Lakes Pompton Lakes Policemen's Benevolent Association Local No. 161 and any applicable Memorandum of Agreement in effect.

ARTICLE X – SEVERABILITY AND SAVINGS:

If any provision of this agreement, or any application of this agreement, is held to be 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 XI – FULLY BARGAINED PROVISION:

This agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

ARTICLE XII – SEPARATION AGREEMENT UPON RETIREMENT:

The Chief and the Borough agree that the following additional terms and conditions shall be applicable as of the date of the Chiefs retirement:

- The Chief shall return all issued property, such as but not limited to police vehicle, equipment, phone, keys, access buttons and identification cards to the Borough.

- The Borough shall pay the Chief for any unused time as set forth in the CBA between the Borough and the Pompton Lakes Pompton Lakes Policemen's Benevolent Association Local No. 161. This will include vacation hours and all unused compensatory time earned prior to becoming Chief at the daily rate of pay in effect at the time of retirement. As of December 31, 2024, the parties agree that the Chief of Police has a total of 30.05 hours of compensatory time. Payment shall be made on the date of the Chiefs retirement or on the next normally scheduled payroll date thereafter or as otherwise mutually agreed.
- The Borough shall provide the Chief with a retirement identification and badge identical to the standard issued.
- Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be part of this Agreement.
- Upon retirement, the Chief of Police shall be entitled to the same medical, prescription benefits granted to Officers upon retirement in accordance with the terms of the contract between the Borough and the Pompton Lakes Policemen's Benevolent Association Local No. 161.
- If the Chief passes away prior to retirement all accumulated time will be paid to his designated beneficiary (presently Joanna Clark), as provided by law.

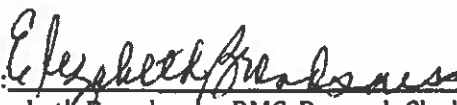
The Agreement sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements or understandings between the parties hereto pertaining to the employment of the Chief as the Chief of Police of the Borough of Pompton Lakes or the Benefits payable to the Chief upon his retirement from the Borough.

ARTICLE XV – TERM AND RENEW:

THIS AGREEMENT, shall be in full force and effect as of January 1, 2025. This contract will remain in force until December 31, 2026, at which time the Chief of Police (Derek R Clark) agrees to enter into retirement. In the case that a pending lawsuit in which the Chief of Police is named, he agrees to cooperate with the Borough in the defense of any claim.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date specified below:

ATTEST:

By: 
Elizabeth Brandsness, RMC, Borough Clerk

BOROUGH OF POMPTON LAKES

By: 
Michael Serra, Mayor

DEREK CLARK, POLICE CHIEF

By: 

*Original Copy
Do Not Give Out*

AGREEMENT
BETWEEN
BOROUGH OF POMPTON LAKES
AND
POMPTON LAKES POLICEMEN'S
BENEVOLENT ASSOCIATION
LOCAL NO. 161

JANUARY 1, 2024 THROUGH DECEMBER 31, 2027

Prepared By:

Frank M. Crivelli, Esq.
Crivelli, Barbati & DeRose, L.L.C.
2653 Nottingham Way, Suite 2
Hamilton, New Jersey 08619
(609)981-7500

CONTRACT

THIS CONTRACT made by and between the POMPTON LAKES POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 161, 25 Lenox Avenue, Pompton Lakes, New Jersey, hereinafter referred to as the "PBA" and the BOROUGH OF POMPTON LAKES, a municipal corporation of the State of New Jersey, 25 Lenox Avenue, Pompton Lakes, New Jersey, hereinafter referred to as the "BOROUGH".

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ARTICLE I
RECOGNITION

Section 1

The Borough hereby recognizes that the PBA is the exclusive representative for collective negotiations and bargaining concerning the terms and conditions of employment of the Employees in said bargaining unit. However, nothing herein shall be so construed as to prevent any official of the Borough from meeting with any employee organization or individual Employee for the purpose of hearing the views and requests of the members of said organization or of said individual so long as (a) the PBA is informed of the meeting; (b) any changes or modifications in the terms and conditions of employment provided for in this contract are to be made through negotiations and collective bargaining with the PBA, and (c) said individual or minority organization shall not represent or process grievances provided for in this contract.

Section 2

Nothing shall be construed so as to deny any individual Employee of the Police Department their rights under Civil Service Laws or Rules or Regulations promulgated by the State of New Jersey.

Section 3

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ARTICLE II

EFFECTIVE DATE OF AGREEMENT

Section 1

This contract shall cover the period of time from January 1, 2024 to December 31, 2027, inclusive, and neither party shall abrogate the terms of the contract during its term of existence.

Section 2

This contract shall become effective only when signed for the Borough by the Mayor and Borough Clerk and by the authorized representatives of the PBA.



ARTICLE IV
PERSONNEL FILES

Section 1

A personnel file shall be established and maintained for each Employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Chief of Police, and may be reviewed by the Police Chief, Mayor and Council Members.

Section 2

Upon advance notice and at reasonable times, any member of the Police Department may at any time review their personnel file only. However, this appointment for review must be made through the Chief of Police and/or his designee who shall be present during such review.

Section 3

Whenever a written complaint concerning an Officer or their actions is to be placed in their personnel file, a copy of same shall be made available to them and they shall be given the opportunity to rebut it if they so desire and they shall be permitted to place a rebuttal in their file. When the Employee is given a copy of the complaint, the identification of the complainant shall be excised.

Section 4

All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom unless the Chief of Police in his sole discretion and in compliance with the New Jersey

ARTICLE V
HOURS OF WORK

Section 1

The basic work week for all regular Employees of the Police Department shall be as follows: a 12 hour shift system has been implemented and will only apply to the rank of patrol officer or sergeant and to those officers while assigned to uniformed patrol duties. Officers working the 12 hour shift work either 48 hours per week or 36 hours per week. The 12 hour work shift may be amended to an 8 hour work shift, without further negotiation of this agreement, for temporary periods of time when there exists an emergency, for training of police officers which can be better achieved by an 8 hour shift or if circumstances arise where such shifts will better service the Borough by virtue of a shift change. The parties acknowledge that the 12 hour work schedule provides for an additional 110 hours of work annually. Said additional 110 hours shall be provided to each respective employee in compensatory time on a straight time basis. The additional 110 hours is intended to be utilized within the same calendar year in which it is earned. Overtime for persons working the 12 hour schedule shall be defined as all work in excess of the scheduled 12 hour day for any work which is performed on a scheduled day off consistent with the annually posted 12 hour work schedule.

Section 2 – Overtime

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time shall be paid out in full to an Employee upon retirement, layoff, dismissal or resignation.

Section 3

Police officers who are scheduled on an 8 hour work schedule shall work 40 hours per week.

Section 4

All employees covered by this contract who are recalled to duty for Court time or any other work related purposes shall be provided with a minimum of four (4) hours compensation at the appropriate rate as defined above.

If the detail is cancelled or the officer is disengaged within one (1) hour prior to the report time, the officer shall be entitled to the four (4) hours minimum call in pay.

ARTICLE VII
VACATION DAYS

Section 1

Full-time employees shall be entitled to vacation as follows:

1. For employees with less than one (1) year of completed service—~~one~~ (1) 8-hour vacation day for each month of service,
2. For employees with one to five (1-5) years of completed service—~~twelve~~ (12) 8-hour days of vacation;
3. For employees with six to ten (6-10) years of completed service—~~eighteen~~ (18) 8-hour days of vacation;
4. For employees with eleven to fifteen (11-15) years of completed service—~~twenty~~ (20) 8-hour days of vacation;
5. For employees with sixteen to twenty (16-24) years of completed service—~~twenty-three~~ (23) 8-hour days of vacation,
6. For employees with more than twenty-five (25) years of completed service—~~twenty-six~~ (26) 8-hour days of vacation.

For those employees on a twelve (12) hour shift, all vacation time shall be converted as provided in a manner consistent with the above Article VI.

Section 2

ARTICLE VIII

SICK LEAVE

Section 1

A. Employees will be granted sick leave in accordance with the Rules and Regulations issued pursuant to the Civil Service Act. Any sick leave days which are not used shall accrue and accumulate in a sick leave time bank.

Those employees on a twelve (12) hour shift shall have all sick leave converted as provided in a manner consistent with the above Article VI.

Section 2

In addition, all full-time employees, upon retirement, death or voluntary separation from the employ of the BOROUGH shall receive one (1) day of terminal leave for each two (2) days of sick leave accumulated since 1969, subject to such limitations as established by the laws of the State of New Jersey as same may exist at the time this agreement is executed or as same may be amended during the term of this agreement.

These days so calculated shall be added to the retiring employee's terminal leave. During the period of such terminal leave the retiring employee shall receive full pay and benefits as are otherwise provided by this contract.

Section 3

(a) All employees covered by this Agreement who have accumulated at least ninety (90) sick days shall thereafter have the individual option of selling

ARTICLE IX
DEATH IN FAMILY LEAVE

Section 1

In the event of death in the Employee's immediate family, the Employee shall be granted time off without loss of pay from the day of death or the day of the funeral in the amount of five (5) working days.

Section 2

The "immediate family". means an employee's spouse, domestic partner, civil union partner, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relatives residing in the employee's household or any other individual whose close association with the employee is the equivalent of a family relationship, such as a step-relative.

Section 3

In the event of the death of an uncle, aunt, nephew, niece, spouse's niece or nephew, spouse's aunt or uncle, the employee will be granted leave for the day of the funeral.

Section 4

In the event of the death of a relative or in-law identified in any paragraph above who resides outside the State of New Jersey, and if an employee can

ARTICLE X

TERMINAL LEAVE

Upon application for retirement and if qualified therefore, an Employee shall receive ninety (90) days Terminal Leave with full wages and benefits. Terminal Leave shall commence ninety (90) days prior to the effective day of retirement, and the Employee shall not be required to report for or perform any duties during such period of Terminal Leave.

Those employees on a twelve (12) hour shift shall have all Terminal Leave time converted in a manner consistent with the above Article VI.

Employees hired after January 1, 2014, shall be entitled to the within benefits but are limited to forty-five (45) working days of terminal leave.

Employees hired on or after January 1, 2021 shall not be eligible for or receive terminal leave.

After 25 years of continuous service to the Borough (Maximum)	10% of base pay
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Employees hired after January 1, 2014 shall receive longevity payments as established in Schedule 2 but shall not begin qualifying for longevity payments until 10 years of continuous service to the Borough, which is currently four percent (4%) in year 10.

issued but worn or carried by an officer in the performance of duties

Section 3

The parties acknowledge that a new employee under this agreement is provided with uniforms and equipment at the time of hire. In such case as an employee leaves employment from the Borough due to termination or transfer, the employee shall reimburse the Borough for the value of clothing and equipment so provided as follows:

Within 2 years of appointment	100%
After 2 years	75%
After 3 years	50%
After 4 years	25%
After 5 years	0%

ARTICLE XIII

SAFETY EQUIPMENT

The Borough shall provide for security screens in all Police vehicles used for the transportation of prisoners.

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contribution to health care premiums as established by NJSA 40a:10-21, effective May, 2017 as for the remainder of this agreement.

Section 4

Upon retirement from the Borough, after twenty-five (25) years of service in PFRS and at least 15 years of service with the Borough of Pompton Lakes, each employee shall receive retiree medical insurance benefits. Employees shall pay, in retirement, a contribution to the health care premiums equal to the amount of their required contribution on their last day of employment. Notwithstanding any other language of this agreement to the contrary, at such time as any retiree becomes eligible for Medicare coverage, said retiree shall apply to enroll in Medicare part A, and may apply to enroll in Medicare part B and D at the election of the retiree, at which time the Borough shall be required to pay a premium equal to the premium for part B coverage and part D coverage if elected by the retiree, and a base Medicare supplemental plan, subject to the contribution provisions set forth above. Failure to apply when eligible shall cause the termination of any obligation of the Borough to pay health insurance premiums on behalf of the retiree.

Section 5

Employees covered by this contract shall be provided with a disability compensation program. The type of program and level of coverage shall be as is presently defined in what is commonly known as the State of New Jersey Temporary Disability program. A copy of the present form of program is annexed

The Borough shall provide and pay the annual premium for a Life Insurance Policy in the amount of \$15,000.00 for each employee covered by this agreement and for each retiree receiving benefits under this Article. Employees hired on or after January 1, 2021 shall not be entitled to this benefit after retirement.

FAILURE TO RESPOND:

Failure to respond to any Step in this procedure by the Borough or its agents shall be deemed to be a negative response, and upon the termination of the applicable time limits the Grievant may proceed to the next Step.

Time limits may be extended to the parties by mutual written agreement, and all days refer to calendar days. Specified time limits in this grievance procedure shall not expire on a weekend or holiday.

The Borough reserves the right to file, in writing, a grievance on its behalf with the Executive Board of the PBA, which shall conduct a conference with the representatives of the Borough within ten (10) days of filing of the grievance.

STEP ONE:

(A) An aggrieved Employee or the PBA on behalf of the aggrieved employee or employees shall, in writing and signed, file a grievance under the provisions of this Article with the Chief of Police within ten (10) days of the occurrence.

(B) The Chief of Police shall render a written decision within five (5) days from the date of receipt of the grievance.

STEP TWO:

(A) In the event the grievance has not been resolved at STEP ONE, then within five (5) days following the determination the matter may be referred to the Mayor and Council, Administrator or their designee, who shall review the matter and make written determination within fifteen (15) days from the receipt of the grievance.

STEP THREE:

(A) In the event the grievance has not been resolved at STEP TWO, then within ten (10) days, the matter may be referred to arbitration by the either party for resolution and disposition, and will be referred to the Public Employment Relations Commission pursuant to the rules of said PERC.

ARTICLE XVI

SALARIES

Section 1

On January 1, 2024, Schedule A-1 (the eight (8) step guide) that was used in the 2020-2023 Collective Bargaining Agreement shall be abandoned. All employees that were off-guide in 2023 shall be transferred to Step 12 on Schedule A-2 which shall be Schedule A-2 shall become the sole salary guide for this agreement. Schedule A-2 shall set forth the base annual salaries for all employees covered under this agreement and shall be modified at each step and rank by the following percentages on each effective date as applicable:

A. Effective January 1, 2024, each step on each salary guide shall be increased by three percent (3%).

B. Effective January 1, 2025, each step on each salary guide shall be increased by three percent (3%).

C. Effective January 1, 2026, each step on each salary guide shall be increased by three percent (3%).

D. Effective January 1, 2027, each step on each salary guide shall be increased by three percent (3%).

Section 3

All warnings to an Employee shall be given in writing and a copy of any such warning shall be given to the PBA representative provided the Employee involved signs a document releasing such reprimand to the PBA. If no grievance is made in writing to the Borough to dispute such warning within five (5) days of any such warning, it will be considered and agreed that the warning was justified.

ARTICLE XVIII

STRIKES AND LOCKOUTS

During the term of this Agreement the PBA guarantees and assures the Borough, on behalf of itself and each of its represented Employees, that there will be no authorized strike, walkout, job action or interference with the regular functioning of the Department.

ARTICLE XIX

JOB CONDITIONS

Section 1.

Overtime shall be assigned and designated in the sole discretion of the Chief of Police or the Senior Departmental Officer.

Section 2.

extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXI

SENIORITY

Section 1

The Borough of Pompton Lakes agrees to follow Civil Service procedures regarding hiring, promotions, demotions, seniority and recall rights.

Section 2

No substantial changes in working conditions or assignments shall be made without notification to Employees affected. Notification shall consist of two (2) weeks prior notice of the changes being made to the Employee or Employees affected.

Section 3

Nothing in this contract shall prevent or preclude the Chief of Police or, in his absence, the Senior Departmental Officer in charge of the Police Department, to place an employee outside of their classification during an emergency. An emergency is to be determined solely by such Chief of Police or such Senior Departmental Officer. The Chief of Police or such Senior Departmental Officer shall make a reasonable attempt to secure Employees in proper job classification for the performance of particular jobs whenever possible under the particular

ARTICLE XXII

REPLACEMENTS

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

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

ARTICLE XXIII

MANAGEMENT RIGHTS

Section 1

It is understood and agreed that the Borough possesses at all times the sole right to operate the Police Department and all management rights repose in it. Such rights must be exercised consistently with the other provisions of the contract and all applicable laws, rules and regulations to which the Borough and/or the Police Department are subject at any time.

These rights of management include, but are not limited to the following

- A. Discipline or discharge of Departmental Employees for just cause.
- B. Directing the work force and their activities.
- C. Employment, assignment or transfer of Employees.

ARTICLE XXIV

PBA BUSINESS

Section 1

The PBA Delegate and the President from the Pompton Lakes Police Department (PBA Local 161) or their authorized representative shall be permitted time to attend all monthly state meetings of the New Jersey State PBA and the Passaic County Conference of PBAs without loss of compensation or the need to use his or her paid time off from work. Should the Delegate or the President be assigned to the evening tour on the day immediately preceding a meeting. The Delegate and President or his/her authorized representative shall be scheduled off from work.

Section 2

The parties agree to the applicability of N.J.S.A. 40A:14-177 to apply to representatives of the PBA (the President and the Delegate or appointed alternates) to attend the full length of the N.J. State P.B.A. mini convention, the N.J. State P.B.A. main convention, as well as the collective bargaining seminar.

hour minimum callout period shall not be entitled to a separate four (4) hour callout payment. If a separate callout is offered and accepted after the original callout period has expired, a separate four (4) hour minimum callout period shall be required.

An officer working a contractor/applicant related callout shall have no further obligation to work such position at such time as the contractor/applicant terminates the need for the officer for the subject callout.

The parties agree that if a contractor/applicant fails to contact the police department at least two (2) hours before the scheduled start time to cancel same, the four (4) hour minimum shall be in effect.

If the call out exceeds four (4) hours, the minimum call out shall be eight (8) hours or the actual time worked, whichever is greater.

Section 3

The parties agree that all money received from such non-Borough entities for contracting police services shall be governed by Borough ordinances, including but not limited to, the requirement that the entity requesting police services shall place into an escrow account of the Borough (and replenished when and if necessary as determined by the Chef), an amount to be determined by the Chief of Police after review of the needs of the entity, to be provided to him by the requesting entity.

The Borough agrees that all monies received from such private contracting work shall be paid through the Borough's payroll process and the Law Enforcement Officer while so employed shall be treated in all respects as an Employee of the Borough.

ARTICLE XXVIII

DETECTIVE AND DUTY OFFICER PAY

Section 1

Officers assigned to Detective duty and those Officers designated as the Duty Officer shall receive an annual stipend of three thousand dollars (\$3,000.00). This stipend shall be added to the officer's base pensionable salary and shall be payable via the bi-weekly payroll. Officers so assigned for only a portion of the year shall receive a pro rata of such stipend.

Section 2

The Chief of Police or designated representative, may from time to time, temporarily assign, in writing, a member to the duties of higher ranking position. In such cases, the person of lower rank assigned by the Chief of Police/Designee to fill that position on a temporary basis will be paid the higher-ranking position's equivalent pay retroactive to the beginning of the assignment.

Section 5

Permanent employees who are without accrued sick or vacation leave may be granted a leave without pay not to exceed six (6) months, subject to the same preconditions as listed above.

ARTICLE XXX

MAINTENANCE OF BENEFITS

Section 1

Except as otherwise expressly provided in this Agreement, all existing rights, privileges, benefits and conditions of employment which the Pompton Lakes Police Officers have heretofore enjoyed and are presently enjoying, shall be maintained and continued by the Borough during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, restrict or otherwise detract from any employee's benefits existing prior to its effective date and accordingly, such employee's benefits shall be continued.

Section 2

The Borough agrees to provide the bargaining unit advance notice of anticipated changes, updates and/or revisions to Borough Policies and procedures. In addition, any policy changes not required by State Law or Administrative Regulation shall not go into effect until ten (10) days after dissemination to the Union for comment.

IN WITNESS WHEREOF, the parties hereto have hereunto set their
hands and seals this 15 day of February
2024.

ATTEST:

THE BOROUGH OF POMPTON LAKES

Elizabeth Brundage RMC
Municipal Clerk

ML
Mayor

ATTEST:

POLICEMEN'S BENEVOLENT
ASSOCIATION LOCAL NO. 161

John
Secretary, Policemen's
Benevolent Association,
Local 161

President, Joseph Capobianco

Schedule B

New Jersey Unemployment Compensation & Temporary Disability Benefits

New Jersey Unemployment Compensation & Temporary Disability Benefits

TEMPORARY DISABILITY TAX RATE DETERMINATION

The process for determining temporary disability tax rates is essentially the same as discussed above for unemployment, using the disability payment/benefit experience instead.

CONTROLLING UNEMPLOYMENT AND TEMPORARY DISABILITY COSTS

You can effect the amount of unemployment and temporary disability taxes you pay by careful attention to the factors within your control that help determine your tax rates. As the employer, you are notified of all charges against your account. Review this material carefully to ensure that all charges are correct. Report any instances where former employees refuse to return to work, or are unavailable or unable to work, or if they are employed and still receiving benefits. Be sure to pay your taxes in a timely manner to avoid interest and penalty charges. **REMEMBER, YOUR TAX RATES AND THE AMOUNT OF TAXES YOU WILL PAY ARE AFFECTED BY THE AMOUNT OF TAXES YOU HAVE PAID AS WELL AS THE BENEFIT CHARGED TO YOUR ACCOUNT.**

In addition, a voluntary contribution to your unemployment account may save you money by lowering your tax rate.

VOLUNTARY CONTRIBUTIONS

You will be notified annually of your unemployment tax rate for the fiscal year beginning July 1. At that time, you have the opportunity to make a voluntary payment to your account. Such payment may lower your unemployment tax rate by increasing your "reserve rate". This can result in a substantial savings over a year's time. Instructions for making this calculation are included with the notice of your new rate. Any regional tax office can provide assistance to determining if a voluntary payment will reduce your taxes. The option of voluntary contribution is not available for temporary disability rates.

UNEMPLOYMENT BENEFIT CHARGES

Whenever unemployment benefits are paid to a former employee, the amount of the payment is charged to the employer's account. You, the employer, are notified of these charges via the Form B-187Q, "Unemployment Benefits Charged to Experience Rating Account". Be sure to inspect this record to be certain that only proper charges are made to your account. Erroneous charges can be removed, but only if you make it known they are wrong.

Also, keep in mind that the intent of the Unemployment Compensation Law is to lessen the economic insecurity caused by involuntary unemployment. When a former employee files for unemployment benefits, you will be notified that a claim has been filed and information regarding the employee's reason for separation from work will be requested. If the person is not working for a reason other than a lack of work, notify the unemployment office of the reason for separation. By cooperating with the local unemployment office, you will help insure that only former employees entitled to benefits are receiving them.



BOROUGH OF POMPTON LAKES PASSAIC COUNTY, NEW JERSEY



Resolution No: 24-408

TITLE:

**RESOLUTION RATIFYING THE SIDEBAR AGREEMENT TO THE COLLECTIVE NEGOTIATIONS
AGREEMENT BETWEEN THE BOROUGH OF POMPTON LAKES
AND THE POMPTON LAKES PBA LOCAL 161**

WHEREAS, the Pompton Lakes PBA Local 161, (hereinafter "the Union") is the local union representative for all Police Officers of the Borough of Pompton Lakes excluding confidential, managerial, supervisory, or seasonal employees within the meaning of the Public Employment Relations Act; and

WHEREAS, the parties' have reached an agreement of an amendment to Article VIII, Section 3(a) of the collective bargaining agreement related to the use of accumulated sick time; and

WHEREAS, the Borough of Pompton Lakes is desirous of ratifying and executing the sidebar agreement;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Borough Council of the Borough of Pompton Lakes, in the County of Passaic, and State of New Jersey, hereby ratifies the sidebar memorandum of agreement between the Borough of Pompton Lakes and Pompton Lakes PBA Local 161; and

BE IT FURTHER RESOLVED, that a certified copy of this resolution be provided to the Pompton Lakes PBA Local 161.

RECORD OF COUNCIL VOTE:

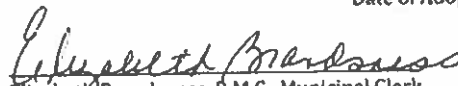
I, Elizabeth Brandsness, R.M.C., Municipal Clerk, hereby certify that the above resolution is a true copy of the resolution adopted by the Mayor and Council at their Regular Meeting held on Wednesday, October 23, 2024 at 7:30 p.m. in the Pompton Lakes Municipal Building, 25 Lenox Avenue, Pompton Lakes, N.J.

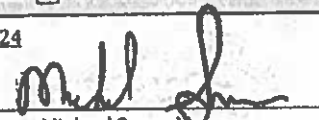
Motion - by: DeLine

Second - by: Cruz

COUNCIL	Yes	No	Absent	Abstain	COUNCIL	Yes	No	Absent	Abstain
Cruz	✓				Kihberg	✓			
DeLine	✓				Polidori			✓	
Kent	✓				Venin	✓			
MAYOR (Tie-Break Vote): Yes ☐ No ☐									

Date of Adoption: October 23, 2024


Elizabeth Brandsness, R.M.C., Municipal Clerk


Michael Serra, Mayor

CC: Borough Administrator, Pompton Lakes PBA Local 161

MEMORANDUM OF AGREEMENT

Between

Borough of Pompton Lakes and

Pompton Lakes Policemen's Benevolent Association, Local 161

THE BOROUGH OF POMPTON LAKES AND THE POMPTON LAKES POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 161, AGREE TO THE FOLLOWING AMENDMENTS TO THE COLLECTIVE NEGOTIATIONS AGREEMENT JANUARY 1, 2024-DECEMBER 31, 2027:

ARTICLE VIII, Section 3(a) is hereby modified with the following:

For employees hired prior to May 21, 2010 and who have accumulated at least ninety (90) sick days shall thereafter have the individual option of selling back to the employer unused sick days, not to exceed 15 days per year, from the entitlement year immediately preceding at the rate of fifty (50%) percent of the employee's then current daily rate of compensation.

Borough of Pompton Lakes

By: 

Pompton Lakes Policemen's Benevolent
Association, Local 161

By: 

Dated: October 4, 2024

Dated: 10-3-24

Attest


Elizabeth Barbaresco



BOROUGH OF POMPTON LAKES PASSAIC COUNTY, NEW JERSEY



Resolution No: 24-375

TITLE:

**RESOLUTION RATIFYING THE SIDEBAR AGREEMENT TO THE COLLECTIVE NEGOTIATIONS
AGREEMENT BETWEEN THE BOROUGH OF POMPTON LAKES AND THE POMPTON LAKES
PBA LOCAL 161 FOR HRA SERVICES**

WHEREAS, the Pompton Lakes PBA Local 161, (hereinafter "the Union") is the local union representative for all Police Officers of the Borough of Pompton Lakes excluding confidential, managerial, supervisory, or seasonal employees within the meaning of the Public Employment Relations Act; and

WHEREAS, the parties' have reached an agreement on the use of a Health Reimbursement Account by members of the union; and

WHEREAS, for all bargaining unit members that enroll in the NJ Direct 2035 Plan, the Borough agrees to provide funds up to \$14,720.00 into a Health Reimbursement Account for each employee regardless of their level of coverage (single, member/spouse, parent/child, or family);

WHEREAS, all bargaining unit members will enroll in the NJ Direct 2035 Plan during the October 2024 open enrollment period; and

WHEREAS, the Borough of Pompton Lakes is desirous of ratifying and executing the sidebar agreement;

NOW, THEREFORE, BE IT RESOLVED, that the Borough Council of the Borough of Pompton Lakes, in the County of Passaic, and State of New Jersey, hereby ratifies the sidebar agreement between the Borough of Pompton Lakes and Pompton Lakes PBA Local 161, which hereby authorizes the use of a Health Reimbursement Account; and

BE IT FURTHER RESOLVED, that a certified copy of this resolution be provided to the Pompton Lakes PBA Local 161.

RECORD OF COUNCIL VOTE:

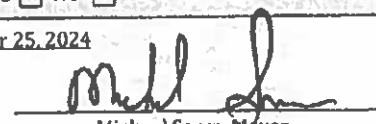
I, Elizabeth Brandsness, R.M.C., Municipal Clerk, hereby certify that the above resolution is a true copy of the resolution adopted by the Mayor and Council at their Regular Meeting held on Wednesday, September 25, 2024 at 7:30 p.m. in the Pompton Lakes Municipal Building, 25 Lenox Avenue, Pompton Lakes, N.J.

Motion - by: Polidori Second - by: Kihlberg

COUNCIL	Yes	No	Absent	Abstain	COUNCIL	Yes	No	Absent	Abstain
Cruz	✓				Kihlberg	✓			
DeLine			✓		Polidori	✓			
Kent	✓				Venin			✓	
MAYOR (Tie-Break Vote): Yes ☐ No ☐									

Date of Adoption: September 25, 2024


Elizabeth Brandsness, R.M.C., Municipal Clerk


Michael Serra, Mayor

CC: Borough Administrator, Pompton Lakes PBA Local 161

**SIDEBAR AGREEMENT
TO THE COLLECTIVE NEGOTIATIONS AGREEMENT
BETWEEN THE
BOROUGH OF POMPTON LAKES AND THE POMPTON
LAKES POLICEMEN'S BENEVOLENT ASSOCIATION,
LOCAL 161**

WHEREAS, the Borough of Pompton Lakes (hereinafter referred to as "Borough" or "Employer") and the PBA ("Union") are parties to a Collective Bargaining Agreement ("CBA") dated January 1, 2025 – December 31st, 2027, and;

WHEREAS, the Borough has been exploring various alternatives to lower the cost of healthcare premiums; and

WHEREAS, the Borough has identified a program that has the potential to lower the cost of healthcare premiums to its employees while at the same time seeking to maintain "equal to or better than" benefit coverage as is proscribed under the terms and conditions of the CBA; and

WHEREAS, the Borough seeks to offer a Health Reimbursement Account (HRA) that makes healthcare payments through the use of a debit card that is part of an HRA, a plan offering which has been approved by the New Jersey Department of Treasury, Division of Pension and Benefits State Health Benefits Program; and

WHEREAS, the Borough has proposed offering this plan to its employees and the Union's members, who may choose to participate in the plan on a voluntary basis commencing on January 1, 2025; and

WHEREAS, the Borough and the Union agree for the current CBA, that the offering of an HRA; and, whether or not Union Members elect to participate in the HRA, will have no effect on what the Union members contribute to the cost of healthcare as outlined in Article XIV Section 3 of the parties CBA.

WHEREAS, there will be an open enrollment period for the Union's members to elect subscription to the plan at its various levels of coverage (Single, Family, Husband Wife and Parent Child) in October and November, 2024; and

WHEREAS, the Employer has been made aware of certain issues regarding its funding requirements for employee "Health Reimbursement Accounts" that need to be amended and/or supplemented in according with guidance from the New Jersey State Health Benefits Program (SHBP) and;

WHEREAS, the Borough and the Union have reached an agreement on the use of a Health Reimbursement Account by members of the Union; and

WHEREAS, this Sidebar Agreement to the CBA shall be incorporated by reference into the CBA, and shall amend, supplement, revise and supplement the enumerated sections of the CBA; and

WHEREAS, all other provisions of the CBA not specifically altered herein shall remain in full force and effect without change and thereby not altered by this Sidebar Agreement.

NOW THEREFORE, based on the foregoing premises and mutual promises and covenants contained herein, the parties hereby agree as follows:

1. Article XIV, Section 3 (a) [new section] - Bargaining Unit Members have the option to enroll in NJ Direct 2035.
2. Article XIV, Section 3(b) [new section] -Current Bargaining Unit Members enrolling in NJ Direct 2035 who were previously enrolled in NJ Direct 10, NJ Direct 15, Horizon HMO, or NJ Direct 2030 plan shall receive the benefit of the HRA effective January 1, 2025.
3. Article XIV, Section 3(c) [new section] -- Bargaining Unit Members hired after the effective date of this Sidebar Agreement have the option to enroll in NJ Direct 2035 and receive the same benefit of the HRA as those Bargaining Unit Members hired before the date of this Sidebar Agreement.
4. Article XIV, Section 3(d) [new section] - For all Bargaining Unit Members that enroll in NJ Direct 2035 the Employer agrees to provide funds up to \$14,720.00 into a Health Reimbursement Account (HRA) for each employee regardless of their level of coverage (single, member/spouse, parent/child, or family).

5. The HRA will be funded solely by the Borough for each employee and this account can be used by the employee to pay employee out-of-pocket costs including co-pays, deductibles, coinsurance, prescription costs, and out-of-pocket expenses for as long as the HRA fund is in effect.

6. The Borough's employees will continue to pay premium sharing contributions on the NJ Direct 2035 plan and any corresponding prescription plan at the levels expressed in the parties collective negotiations agreement.

7. The Union agrees that the Borough may offer the above-described plan to its employees on a voluntary basis. Those employees who elect the plan will do so by selection during the October/November 2024 open enrollment with the plan becoming effective and commencing on January 1, 2025 for the 2025 calendar year.

8. In the event that the plan is no longer approved or followed by the SHBP after calendar year 2025 then employees who have opted for the plan will have the ability to elect coverage during the next open enrollment period.

9. All employee contributions will continue to be deducted on a pre-tax basis.

10. If any provisions in this section are deemed by an agency of the State of New Jersey or a court of competent jurisdiction to be prohibited or held to be void or unenforceable shall deem this entire Agreement be void and unenforceable.

11. This agreement shall have no effect on the retiree healthcare article of the collective negotiations agreement and the level of benefits that are currently being provided to retirees.

12. All other remaining terms and conditions in CBA not specifically addressed herein shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Sidebar Agreement to be executed by the Borough and the Union, said Sidebar Agreement is to become effective and operative upon fixing of the last signature hereto.

POMPTON LAKES POLICEMEN'S
BENEVOLENT ASSOCIATION, LOCAL 161

BY: 
Dated: 10-3-24

BOROUGH OF POMPTON LAKES


By: Elizabeth Barbress
Dated: 10-3-24