

COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE BOROUGH OF CLIFFSIDE PARK
AND
NEW JERSEY STATE POLICEMAN'S BENEVOLENT ASSOCIATION, INC.
CLIFFSIDE PARK PBA LOCAL NO. 96

JANUARY 1, 2023 THROUGH DECEMBER 31, 2025

PREPARED BY:

CHRISTOS J. DIKTAS, ESQ.
DIKTAS GILLEN, P.C.
596 ANDERSON AVENUE,
SUITE 301, P.O. BOX 2199
CLIFFSIDE PARK, NJ 07010
ATTORNEYS FOR THE
BOROUGH OF CLIFFSIDE PARK

I n d e x

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE BOROUGH OF CLIFFSIDE PARK AND
NEW JERSEY STATE POLICEMAN’S BENEVOLENT ASSOCIATION, INC.
CLIFFSIDE PARK LOCAL NO. 96**

January 1, 2023 through December 31, 2025

AGREEMENT.....	3
WITNESSETH	4
SECTION I - RECOGNITION	5
SECTION II - PRIOR PRACTICES	6
SECTION III - TERM / WAGES.....	7
SECTION IV - RECONFIRMATION OF EXISTING WORK SCHEDULE AND OVERTIME POLICY AND PROCEDURES	9
SECTION V - COURT COMPENSATION	13
SECTION VI - EDUCATION INCENTIVE	14
SECTION VII - CLOTHING ALLOWANCE.....	15
SECTION VIII - HOLIDAYS.....	16
SECTION IX - RETIREE INSURANCE COVERAGE.....	17
SECTION X - RETROACTIVITY	19
SECTION XI - HEALTH, DENTAL, INSURANCE, AND EYE CARE INSURANCES.....	20
SECTION XII - LONGEVITY	21
SECTION XIII - GRIEVANCE PROCEDURE	22

SECTION XIV - WORK INCURRED INJURY and SICK TIME	25
SECTION XV - BEREAVEMENT LEAVE	27
SECTION XVI - PERSONNEL FILES	28
SECTION XVII - PRESERVATION OF TERMS AND CONDITIONS OF EMPLOYMENT	29
SECTION XVIII - CEREMONIAL ACTIVITIES	30
SECTION XIX - REPLACEMENTS.....	31
SECTION XX - VACATIONS	32
SECTION XXI - INSURANCE	33
SECTION XXII - COMPENSATION	34
SECTION XXIII - DURATION	35
SIGNATURE PAGE	36
APPENDIX A - POLICE PAY SCALE	37

AGREEMENT

THIS AGREEMENT, deemed to have been made this 16th day of October 2023,
by and between **THE BOROUGH OF CLIFFSIDE PARK**, A Municipal Corporation of the
State of New Jersey, hereinafter referred to as “The Borough”, and the **NEW JERSEY STATE
POLICEMAN’S BENEVOLENT ASSOCIATION, INC., LOCAL NO. 96**, hereinafter
referred to as “PBA Local No. 96.”

WITNESSETH

WHEREAS, the parties desire to enter an Agreement respecting wages, hours, working conditions, and such other matters which are contained within this Agreement. **NOW**, **THEREFORE**, it is agreed as follows:

SECTION I
RECOGNITION

The Borough hereby recognizes PBA Local No. 96 as the exclusive and sole representative for collective negotiations concerning grievances, and terms and conditions of employment for all personnel employed as regular members of the Police Department of the Borough of Cliffside Park, excluding the Chief of Police, Deputy Chief of Police and any other persons who may be employed in various positions in the Police Department of the Borough of Cliffside Park.

Unless otherwise indicated, the term "Employee" shall refer to only those Employees represented by PBA Local No. 96.

SECTION II
PRIOR PRACTICES

Consistent with Chapter 303, Public Laws of New Jersey, 1968, the Borough shall not effect any change in policy concerning terms and conditions of employment as presently exist and they are included as part of the Agreement and contained herein.

This Agreement shall not be modified in whole or in part by the parties except by an instrument and duly executed by both parties.

SECTION III
TERM / WAGES

Wage rates for Employees covered by this Agreement shall be set forth in **Guide A** annexed.

The annual Detective Bureau differential shall be Seven Hundred Dollars (\$700.00) which shall be paid to any Employee assigned to the Detective regardless of rank. Detective differential shall be prorated for that period of the year in which the Employee works in the Detective Bureau.

A. Academy Step:

1. All employees hired after January 1, 2012, shall be paid at the Academy entry level rate reflected **on Guide A.** (For a period of six months)

2. Upon graduation from the Police Academy, Officers shall be placed on the next step (Post Academy) of the Salary Guide reflected on **Guide A.**

3. On the anniversary date of their appointment, Officers shall be placed on the next step (Patrolman Step 1) of the Salary Guide reflected on **Guide A.**

4. Thereafter, Officers shall move one step on each anniversary date of their appointment until reaching the top step.

5. The Borough shall distribute payroll twenty-six (26) weeks per year. The term of this agreement shall be from January 1, 2023, through and inclusive December 31, 2025.

B. Term:

i). This contract shall commence on January 1, 2023 and terminate on December 31, 2025.

ii). Either party may declare and call for the option to extend the terms of this contract for calendar years 2026 and 2027, both or either of them. The option call shall be deemed with contractual consent of both parties and is classified as non contestable

iii). If either party calls to extend the contract for either the calendar year 2026 and 2027 or both, the contractual terms inclusive of all shall be Financial Terms shall be as contractual herein excepting the employees shall be entitled to receive the same percentage salary raise equal to that received in 2025.

iv). All officers in-step shall receive their step increases effective July 1, 2023 and each July 1st thereafter, until such time as they reach the rank of Senior Officer.

SECTION IV

RECONFIRMATION OF EXISTING WORK SCHEDULE AND OVERTIME POLICY

AND PROCEDURES

Department members whose work schedule is currently established at 4/2, 4/2, 4/3 (or 1,752 hours per year) will be increased to a 5/2, 5/2, 5/3 work schedule (or 1,992 hours per year) effective January 1, 2010. Department members presently working a forty (40) hour week with one (1) floating day per month will continue to work the same schedule (1,992 hours per year). All work which is performed by these department members (that is, department members working a schedule of 1992 hours per year) beyond eight (8) hours in a day, or work which is performed by these department members on any scheduled time off, shall be compensated at the time and one-half rate.

All officers assigned to the Patrol Division shall work a "Pitman Schedule" (i.e., 12-hour shifts). The public employer shall provide for a Twelve (12) hour work shift schedule for the patrol division. Employees on the Twelve (12) hours shift shall have their schedule comply with the following provisions:

1. The duty day for members shall consist of twelve (12) consecutive hours per (0600-1800 and 1800-0600 hours of operation) provided that in case of emergency, the Chief of Police or his designee shall have the full authority to recall and/or keep on duty any and all members during the period of an emergency as defined by the Chief of Police pursuant to New Jersey law. The sequence of days off is as follows: 2 on-2 off, 3 on-2 off, 2 on-3 off. Both the "3 on" and "3 off" sequences shall fall on Friday, Saturday and Sunday allowing for each member to have every other weekend off. Squads will change shifts from days to nights on a fourteen (14) day cycle. Officers will be required to be in the "squad room" and ready for assignment and report to the shift

supervisor fifteen (15) minutes before the hour (0545 hours or 1745 hours). There will continue to be an “early officer” who shall be ready for assignment and report to the shift supervisor for assignment at either 0500 hours or 1700 hours. This “early officer” will be designated by the Chief of Police or his designee.

2. Changes on overtime to address the schedule shall be paid to all personnel working on the Pitman Schedule for work in excess of twelve (12) hours per shift. A maximum of up to four (4) hours overtime may be worked by personnel if it is prior to or immediately following an officer’s shift, except in cases of emergency as required by the Chief of Police, of his designee. The Borough reserves the right to release any officer during the overtime period, subject to the officer being compensated only for actual overtime served.

3. All employees shall have a minimum of two (2) scheduled consecutive days off per week. All employees shall have a minimum of at least six(6) hours off before and after each assigned shift or other authorized “Borough” work. All police officers assigned to the patrol division shall be scheduled to work 2,184 hours annually. All officers shall annually receive thirty six (36) of compensation time which may only be taken in increments or blocks of no less than six hours. All officers attaining the rank of Sergeant or above and assigned to the patrol division shall annually work 2,184 hours. The officers effected by this provision shall neither receive nor be entitled to compensatory time, unless they are in the Patrol Division.

4. Officers will be permitted to change or “swap” no more than two (2) shifts per month with colleagues of equal rank. Swapping may include swaps of individual shifts. A written request signed by both officers, shall be submitted to the Chief of Police, or his designee no less than forty-eight (48) hours before the date of the swap. The swaps shall be accomplished within the same two week pay period. Any swap which may cause the officer to work more than

twelve (12) consecutive hours with less than eight (8) hours between tours is prohibited. Any swap that would normally cause the officer to be entitled to overtime pay or compensation is prohibited or must be waived in writing by both officers. No Swap shall be authorized if it affects a scheduled court appearance without written authorization of an authorized representative of that court. The Chief of Police or his designee, shall either approve or deny the request for swaps. Such approval shall not be unreasonably withheld. This Agreement is consistent with current practice. All changes or deviations from this agreement will be at the discretion of the Chief of Police or his designee.

5. Officers shall be entitled to two (2) fifteen (15) minute breaks, at the Officers' request, and a forty-five (45) minute meal period. Meal periods will not run concurrent with each other, unless by the Officer in Charge.

6. Scheduled Training. Training scheduled on the officers' day off will be compensated in time off returned at the rate of one and one half. It is the officer's obligation to submit the necessary compensation time report. Any training on the officers' scheduled work day that does not equal twelve (12) hours will require the officer to complete the required twelve (12) hour work day or request in writing, to utilize accrued compensation time in lieu of. This must be pre-approved by the Chief of Police or his designee and is subject to adequate staffing levels.

7. Overtime. All scheduled overtime (including what is commonly referred to as regular and outside employment) will only be offered to those officers who are on a scheduled day off. Exceptions must be approved by the Chief of Police or his designee and shall not violate section "2.B" of this agreement except in case of emergency; Court Appearances - whenever possible shall be scheduled during an officer's on-duty time. This provision excludes all work permitted outside employment.

8. All other Articles contained in the Collective Bargaining Agreement between the Borough and the PBA shall be made and interpreted consistently and in conformity with the Pitman Work schedule, which is now deemed a permanent PBA Local 96 Work Schedule.

In the computation of an Employee's hourly rate of pay, an Employee's annual salary plus longevity shall be divided by two thousand eighty (2,080) hours. Overtime is at one and one-half times this amount. All overtime shall be calculated and paid in the next regular scheduled pay period.

An Overtime List based upon a rotating seniority roster shall be maintained to insure the equal distribution of overtime among Employees covered by this Agreement.

SECTION V

COURT COMPENSATION

Court and administrative hearing proceedings which arise out of the Employee's status as a Police Officer shall be compensated at the time and one-half rate with a minimum payment of two (2) hours of overtime compensation for each Court or administrative proceeding appearance. Whenever possible, court appearances shall be scheduled during an officer's on-duty time.

SECTION VI

EDUCATION INCENTIVE

AS OF JULY 1, 2001, the Education incentive will be granted at the discretion of an Education Committee. The permission to attend a school shall not be unreasonably withheld by the Committee. The Committee will consist of the following five (5) members: the Police Chief, the Mayor, the Administrator, the Police Commissioner and the P.B.A. Representative.

The Borough will reimburse Police Employees for college tuition for any Police related degree courses taken at any Private, State or County school. Effective January 1, 2018, tuition reimbursement shall be based on the lesser of (a) the actual per credit costs incurred or (b) the average per-credit tuition rate for same degree level for which the tuition reimbursement is sought, as reported by the State of New Jersey's sub-agency as defined in this section. The 2023 tuition rates defined by the sub-agency is attached hereto as **Guide B**, as revised annually by the State of New Jersey's sub-agency. Said compensation will be processed for payment upon submission of the appropriate documentation to the Chief of Police following the completion by the police officer of any associate, baccalaureate or post-baccalaureate level class (AA, BA/BS & MA/MS only). The Borough shall not be responsible for the reimbursement of any other educational fees including but not limited to: student union fees, parking fees, government fees, etc. The police officer shall be required to obtain no less than a 2.5 GPA Index per course in order to be entitled to the tuition reimbursement as noted herein. No employee hired on or after January 1, 2018 shall receive any tuition reimbursement as noted herein during the first three (3) years of completed service with the Borough of Cliffside Park.

SECTION VII

CLOTHING ALLOWANCE

No Officer shall be entitled to a clothing allowance. In the event that, while in the line of duty, an Employee's uniform clothing, accessories or equipment are damaged or destroyed, then the Employer shall, within thirty (30) days of the reporting of the same, reimburse such Employee up to a maximum of \$500 per year, per item, for the replacement or repair cost of each such item damaged or destroyed.

SECTION VIII

HOLIDAYS

Effective January 1, 2010 the entire holiday benefit shall be folded-in and paid along with regular payroll compensation and utilized for all computation purposes. This change has been included in the Salary Schedule **Guide A** to this contract.

Effective January 1, 2023, four additional holidays will be folded into the Base Salary making the total number holidays included in the Base pay equal to sixteen (16).

SECTION IX

RETIREE INSURANCE COVERAGE

The Borough shall provide hospitalization insurance for retired Policemen, including their dependents, on the following conditions:

1. The Employee must be a contributing member of the Police and Fire Retirement System for a period of twenty-five (25) years as regulated by the State of New Jersey Police and Fire Retirement System.

2. If the Employee described in (A) shall be otherwise employed after retirement by another Employer other than the Borough. The Employee shall notify the Borough of the name and address of any Employer which provides hospitalization insurance coverage, and of all subsequent changes in such employment and if that hospitalization insurance is equal or better than that provided by the Borough. Said Employee is required to notify the Borough to remove him from the hospitalization insurance group plan of the Borough. If the retired member shall terminate any such employment, and not thereafter covered by the Employer's group hospitalization plan, then the retired member may apply to the Borough for reinstatement to the Borough's group hospitalization insurance plan, which right for reinstatement shall be granted by the Borough.

The provisions of a Resolution adopted by the Mayor and Council of the Borough of Cliffside Park on February 4, 1975 which has as its subject matter the application of Chapter 38, Public Laws of 1974, acknowledging the adoption of said law by the Borough of Cliffside Park and adheres to the Rules and Regulations promulgated by the State Health Benefits Commission to implement the provisions of law.

3. Employees shall retain all of their pension rights pursuant to the New Jersey Law.

4. As per the provision of the Resolution adopted by the Mayor and Council of the Borough of Cliffside Park, on October 6, 1992, Resolution #194, acknowledging the adoption of the provisions of Chapter 88 P.L. 1974 as amended by Chapter 436 P.L. 1981 and adhere to the Rules and Regulations promulgated by the State Health Benefits commission to implement the provisions of the law.

SECTION X
RETROACTIVITY

NOT APPLICABLE

SECTION XI

HEALTH, DENTAL, INSURANCE, AND EYE CARE INSURANCES

A. All Employees covered by this Agreement and their spouse and dependent children shall be entitled to contributory hospitalization and health benefits insurance as follows:
New Jersey State Health Benefit Program Plan.

B. All Employees covered by this Agreement shall be entitled to coverage for false arrest insurance in the amount of One Million Dollars (\$1,000,000.00) per incident.

C. The Employer shall provide all Employees covered by this Agreement with a full family dental plan. The entire cost of said dental plan shall be paid pursuant to statute. The plan currently in effect is Horizon Blue Cross Blue Shield of New Jersey Dental Plan, which includes a one hundred percent (100%) reimbursement for preventive and diagnostic care.

D. As of **January 1, 2004**, all Employees covered by this Agreement and their spouse and dependent children shall be entitled to a statutory contributory eye care plan. The plan currently in effect is the VSP Eye Care Plan.

E. The Borough shall be permitted to change carriers of the health plan, dental plan and eye care plan only if a new plan is equal to or better than the existing plan.

F. All employees shall contribute toward health benefits consistent with State Law, as stipulated per this Contract, with Insurance, Employee Contributions maximizing at twenty five (25%) percent.

SECTION XII

LONGEVITY

A. All members of the Police Department shall receive three percent (3%) of their base salary as a longevity payment upon the completion of a four (4) year period, until they reach a maximum percentage of fifteen percent (15%) of their base salary which shall become due upon completion of twenty (20) years continuous service.

B All members of the Police Department hired after July 14, 2009 shall receive three percent (3%) of their base salary as a longevity payment upon the completion of a five (5) year period, until they reach a maximum percentage of fifteen percent (15%) of their base salary which shall become due upon completion of twenty-five (25) years continuous service.

C. Effective January 1, 2010 longevity payments to all eligible persons shall be adjusted on a semi-annual basis, i.e. January 1st and July 1st.

D. All members of the Department hired after January 1, 2012 shall receive the following annual longevity compensation:

Upon completion of 12 years \$2,000

Upon completion of 16 years \$3,000

Upon completion of 20 years \$4,000

Upon completion of 24 years \$5,000

E. All members of the Department hired after January 1, 2015, shall not be entitled nor receive annual longevity compensation.

F. All longevity payments shall be adjusted on a semi-annual basis *i.e.* January 1st and July 1st; all longevity payments shall be delayed for a six (6) months period.

SECTION XIII

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise effecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be constructed as limiting the right of any Employee having a grievance to discuss the matter informally with any appropriate member of the Department and having the grievance adjusted without the intervention of the Association.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation, application or violation of this Agreement and of those policies, agreements or administrative decisions which affect the terms and conditions of employment of Employees covered under this Agreement and may be raised by an individual, the Association on behalf of and at the request of an individual or group of individuals or group of individuals, of the Borough.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any steps is waived by mutual consent:

Step One:

1. An aggrieved Employee shall initiate the grievance procedure under the provisions hereof with five (5) calendar days of the occurrence giving rise to the grievance and an earnest effort shall be made to settle the differences between the aggrieved Employee and his immediate

Superior who shall submit same to the next immediate Superior, for the purpose of resolving the matter formally. Failure to act within the said five (5) calendar days shall be deemed to constitute an abandonment of the grievance.

2. The immediate Superior shall render a decision within five (5) calendar days, except weekends and holidays after receipt of the grievance.

Step Two:

1. In the event that the grievance is not settled through Step One, the same shall be reduced to writing and filed with the Captain, or his designee within three (3) calendar days, except weekends and holidays.

2. The Captain, or his designee, shall render a decision in writing within five (5) calendar days, except weekends and holidays after the grievance was first presented to him.

Step Three:

1. In the event the grievance has not been resolved through STEP TWO, then with three (3) calendar days, except weekends and holidays following the determination of the Captain or his designee, the matter may be submitted, in writing, to the Chief of Police.

2. The Chief, or his designee, shall render a decision in writing within twelve (12) calendar days, except weekends and holidays after the grievance was first presented to him.

Step Four:

1. If the aggrieved wishes to appeal the decision of the Chief of Police, or his designee, the grievance shall be presented in writing to the Borough Administrator, within seven (7) days, excepting weekend and holidays, from the date of the Chief, or his designee's decision. The Governing Body, or its representative, shall provide a decision in writing within fourteen (14) days, excepting weekend and holidays, of the receipt of the written grievance.

Step Five:

1. Arbitration. If the grievance is not settled through STEPS ONE, TWO, THREE OR FOUR, either party may refer the matter to the Public Employment Relations Commission within fourteen (14) days, excepting weekend and holidays, after the determination by the Governing Body, or its representative. An Arbitrator shall be selected pursuant to the rules of the Public Employment Relations Commission.

2. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add, to modify, detract from 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. The cost for the services of the arbitrator shall be borne equally between the Borough and the Association. Any other expenses, including but not limited to the presentation of witness, shall be paid by the party incurring same.

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 at any step in the grievance procedure.

SECTION XIV

WORK INCURRED INJURY and SICK TIME

When an Employee covered under this Agreement suffers a work-connected injury or disability, the Borough 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 provision of the Worker's Compensation Act shall be paid over to the Borough.

The Employee shall be required to present written evidence from employee's treating physician that he is unable to work and the Chief of Police or his designee may reasonably require the said Employee to present such certificates from time to time. Written evidence from the employee's treating physician shall be provided on the physician's letterhead or equivalent, however, a note written on a prescription pad shall not be accepted as written evidence.

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

For the purposes of this Section, injury or illness incurred while the Employee is attending a Borough-sanctioned 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 to an injury on duty, the parties agree to be bound by the decision of the appropriate

Worker's Compensation judgment or if there is an appeal therefrom, the final decision of the last reviewing Court.

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

All officers hired prior to January 1, 2012 shall receive fourteen (14) sick days per year. For those officers hired after January 1, 2012, said annual sick leave shall be reduced to ten (10) days per year.

For the Officers assigned to divisions other than Patrol Division, one (1) sick day shall be defined eight (8) hours of paid time .

For those officers assigned to Patrol Division working the "Pitman Schedule" one (1) sick day shall be defined as twelve (12) hours of paid time.

The Chief of Police reserves the right to recall the injured employee and assign him to light duty.

SECTION XV

BEREAVEMENT LEAVE

Employees are entitled to three (3) days of paid leave for bereavement to attend or make arrangements for the funeral of a member of their immediate family. Bereavement days shall not include any day designated as “off, vacation or sick”.

“Immediate Family” is defined as spouses, son, daughter, mother, father, brother, sister, aunt, uncle, grandparent and grandchildren. This provision applies equally to all in-laws of the defined “Immediate Family”.

The Chief of Police or his designee must be notified of the circumstances related to the Employee’s bereavement request.

SECTION XVI

PERSONNEL FILES

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 used for evaluation purposes by the Chief, Mayor and/or Governing Body.

Upon advance notice and at reasonable times, any member of the Police Department may, at any time, review his personnel file. However, this appointment for review must be made through the Chief of Police or his designated representative.

All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom. Removal of any material from a personnel file by any member of the force shall subject that member to appropriate disciplinary action.

Whenever a written complaint concerning an Officer or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file. When the Employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the Employee shall be furnished with all details of the complaint, including the identity of the complainant.

Each Employee shall be annually supplied with a written notice from the Chief of Police or his designee, listing the number of accumulated vacation days, sick days, personal days and any other time which is available to the Officer.

SECTION XVII

PRESERVATION OF TERMS AND CONDITIONS OF EMPLOYMENT

It is the intent of the Agreement to be supplemental to the terms and conditions of employment existing at the present time. All existing terms and conditions of employment shall continue in full force and effect except as modified by this Agreement.

SECTION XVIII

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 Borough will permit least one (1) uniformed Police Officer of the Borough to participate in funeral service for the said deceased Officer.

Subject to availability of same, the Borough will permit a Borough Police 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.

SECTION XIX

REPLACEMENTS

No full time Employee covered by this Agreement shall be replaced by a 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.

SECTION XX

VACATIONS

A. During the calendar year in which an Officer is appointed to the Cliffside Park Police Department, the Officer shall receive one (1) vacation day for each month of service with the Department.

- The following calendar year the Officer shall receive twelve (12) days vacation.
- The following calendar year the Officer shall receive eighteen (18) days vacation.
- The next calendar year the Officer will thereafter receive twenty-one (21) days vacation.

Superior Officers shall receive thirty-one (31) days vacation per calendar year from date of appointment. However, Superior Officers hired after January 1, 2012 shall receive twenty-one (21) vacation days per calendar year from date of appointment. Superior Officers are defined as those Officers who have attained the rank of Sergeant, Lieutenant or Captain.

B. All Officers shall be permitted to only carry over accrued time for a period of twelve (12) months, specifically;

1. Pitman Schedule - twenty days (20) or two hundred and forty (240) hours of accrued vacation time and/or comp time;
2. Five (5) day Schedule - twenty (20) days vacation or one hundred and sixty (160) hours of accrued vacation time and/or comp time;

For those Officers assigned to divisions other than the Patrol Division one (1) vacation day shall be defined as eight (8) hours of paid time

For those Officers assigned to the "Pitman Schedule" one vacation day shall be defined as twelve (12) hours of paid time.

SECTION XXI

INSURANCE

The Employer will indemnify all Employees covered by this Agreement 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, privileged occupancy and the invasion of civil rights.

Employees covered by this Agreement shall be fully indemnified and defended by the Employer for all circumstances in which the Employee renders first aid, whether on duty or off duty.

SECTION XXII

COMPENSATION

All future earned compensation time shall be utilized in the year accrued, and may be carried over into the ensuing year, upon written request to the Chief, which said request shall not be unreasonably withheld. All time carried over shall be used in the “carry over” year.

Compensation time shall not exceed Fair Labor Standard provision currently two hundred forty-five (245) hours. For example:

1. All compensation time earned in 2023 must be utilized in 2024;
2. All compensation time earned in 2024 must be utilized in 2025;
3. All compensation time earned in 2025 must be utilized in 2026;

SECTION XXIII

DURATION

It is understood and agreed that if any portion of this Agreement or the application of the Agreement to any person or circumstances shall be invalidated by statute, the remainder of this Agreement in the application of such provision to other persons or circumstances shall not be affected thereby.

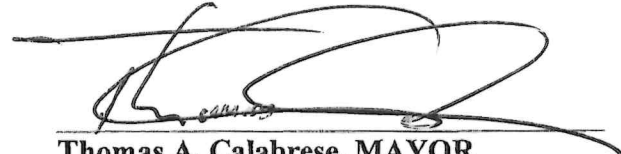
If any provision of this Collective Bargaining Agreement is invalidated by statute, the Employer and the PBA will meet for the purpose of negotiating changes made necessary by applicable laws.

IN WITNESS WHEREOF the parties have been deemed to have executed this Agreement on this 16th day of October 2023.

Witness:

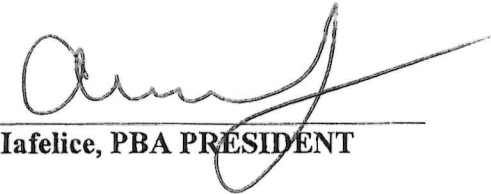

Sercan Zoklu, BOROUGH CLERK

BOROUGH OF CLIFFSIDE PARK


Thomas A. Calabrese, MAYOR

**BOROUGH OF CLIFFSIDE PARK
NEW JERSEY POLICEMEN'S
BENEVOLENT ASSOCIATION LOCAL
NO. 96**


Arisbal Rios, PBA DELEGATE


Anthony Iafelice, PBA PRESIDENT

BOROUGH OF CLIFFSIDE PARK
SALARY GUIDES

GUIDE "A" - ALL EMPLOYEES

	Captain Differential over Lieutenant --->	N/A	7.0%	7.0%	7.0%
	Lieutenant Differential over Sergeant --->	N/A	6.0%	6.0%	6.0%
	Sergeant and Senior Officer --->	0.0%	3.57%	2.0%	2.0%
	Patrol In Steps --->	0.0%	1.54%	0.0%	0.0%
<u>Rank</u>	<u>Existing 2022</u>	<u>1/1/2023</u>	<u>7/1/2023</u>	<u>7/1/2024</u>	<u>7/1/2025</u>
Captain	\$ 137,817	\$ 137,817	\$ 147,738	\$ 150,693	\$ 153,707
Lieutenant	131,796	131,796	138,073	140,834	143,651
Sergeant	125,768	125,768	130,258	132,863	135,520
Senior Officer	118,663	118,663	122,899	125,357	127,864
Patrolman Step 10	110,942	110,942	112,651	112,651	112,651
Patrolman Step 9	103,806	103,806	105,405	105,405	105,405
Patrolman Step 8	96,073	96,073	97,553	97,553	97,553
Patrolman Step 7	88,344	88,344	89,704	89,704	89,704
Patrolman Step 6	80,613	80,613	81,854	81,854	81,854
Patrolman Step 5	72,882	72,882	74,004	74,004	74,004
Patrolman Step 4	65,154	65,154	66,157	66,157	66,157
Patrolman Step 3	57,424	57,424	58,308	58,308	58,308
Patrolman Step 2	49,693	49,693	50,458	50,458	50,458
Patrolman Step 1	46,381	46,381	47,095	47,095	47,095
Post-Academy (6 Months)	41,962	41,962	42,608	42,608	42,608
Academy Entry-Level (6 Months)	36,422	36,422	36,983	36,983	36,983

Tuition and Required Fees, Academic Year 2022 - 2023

	GRADUATE (IN-STATE) RATES						
	Full-Time			Per Credit Tuition	Part-time		
	Annual Tuition	Annual Fees	Total		Annual Tuition	Annual Fees	Total
NJ SENIOR PUBLIC COLLEGES							
New Jersey Institute of Technology	\$ 21,932	\$ 3,292	\$ 25,224	\$ 1,193.00	\$ 14,316	\$ 2,328	\$ 16,644
Rutgers University	\$ 18,696	\$ 2,382	\$ 21,078	\$ 779.00	\$ 9,348	\$ 876	\$ 10,224
College of New Jersey							
Kean University	\$ 20,727	\$ 1,892	\$ 22,619	\$ 863.63	\$ 10,364	\$ 946	\$ 11,310
Montclair State University	\$ 16,225	\$ 1,775	\$ 18,000	\$ 787.85	\$ 9,454	\$ 919	\$ 10,373
New Jersey City University	\$ 18,321	\$ 727	\$ 19,048	\$ 763.37	\$ 9,160	\$ 364	\$ 9,524
Ramapo College of New Jersey	\$ 14,359	\$ 180	\$ 14,539	\$ 797.70	\$ 9,572	\$ 36	\$ 9,608
Rowan University	\$ 19,657	\$ -	\$ 19,657	\$ 819.06	\$ 9,829	\$ -	\$ 9,829
Stockton University	\$ 18,260	\$ 4,135	\$ 22,395	\$ 760.85	\$ 9,130	\$ 2,068	\$ 11,198
Thomas Edison State College	\$ 19,128	\$ 2,376	\$ 21,504	\$ 797.00	\$ 9,564	\$ 1,188	\$ 10,752
W Paterson University of N.J.	\$ 16,200	\$ -	\$ 16,200	Not Available	\$ 8,100	\$ -	\$ 8,100
	\$ 18,714	\$ 342	\$ 19,056	\$ 779.75	\$ 9,357	\$ 171	\$ 9,528
STATE COLLEGE AVERAGE							
	\$ 17,955	\$ 1,270	\$ 19,225	\$ 796.15	\$ 9,392	\$ 632	\$ 10,024
SENIOR PUBLIC AVERAGE							
	\$ 18,384	\$ 1,555	\$ 19,939	\$ 834.12	\$ 9,836	\$ 809	\$ 10,645

Source: IPEDS Form #14 (Tuition and Required Fees) as published by the State of New Jersey, www.state.nj.us/highereducation/dashboard-tuition.shtml.

ANNUAL, as previously defined for full-time is 24 credit hours, for part-time is 12 credits. Some institutions report annual figures, but for those that do not, per-credit tuition and fees are multiplied by 32 or 12 to derive the annual figure.

**BOROUGH OF CLIFFSIDE PARK
BERGEN COUNTY, NEW JERSEY**

RESOLUTION 2023-194

OCTOBER 3, 2023

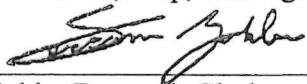
WHEREAS, the Borough of Cliffside Park (hereinafter “the Borough”) and the Cliffside Park Local 96 (hereinafter “PBA”) have met and negotiated the Collective Bargaining Agreement (hereinafter “CBA”) for the period January 1, 2023, through December 31, 2025; and

WHEREAS, the Borough and PBA agree to the terms set for in the CBA, which by its own terms, will expire on December 31, 2025.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council does hereby accept the CBA as presented by the Borough and PBA; and

BE IT FURTHER RESOLVED, that the Mayor and Council does hereby authorize Mayor Thomas Calabrese, or his appointee, Borough Administrator Joseph Rutch, to execute the CBA; and

BE IT FURTHER RESOLVED, that a Certified True Copy of this Resolution be tendered to the following: Anthony Iafelice, PBA President; Joseph Rutch, Borough Administrator; Sercan Zoklu, Borough Clerk; Frank Berardo, CFO; Dieter Lerch, CPA; and Christos J. Diktas, Esq., Borough Attorney.



Sercan Zoklu, Borough Clerk



Thomas Calabrese, Mayor

	Moved	Second	Yes	No	Abstain	Absent
MAYOR T. CALABRESE						
D. MARTINOTTI			✓			
K. CORCORAN			✓			
P. COLAO			✓			
S. NIKAJ		✓	✓			
J. CHMIELEWSKI			✓			
E. ROJAS	✓		✓			