

COLLECTIVE BARGAINING AGREEMENT

Between

THE BOROUGH OF PALISADES PARK

and

PALISADES PARK PBA LOCAL NO. 45

JANUARY 1, 2021 THROUGH DECEMBER 31, 2025

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PREAMBLE

THIS AGREEMENT, made this *22nd* day of *June*, 2021 by and between the **BOROUGH OF PALISADES PARK**, a body politic and corporate of the State of New Jersey, hereinafter referred to as the "Employer", and **PBA LOCAL NO.45**, hereinafter referred to as the "Association".

WHEREAS, the Employer and the Association recognize that it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship the parties to the end that continuous efficient will be rendered to both parties.

NOW, THEREFORE, it is as follows:

ARTICLE I
RECOGNITION

A. The Employer hereby recognizes the Association as the exclusive collective negotiation agent for all Patrolmen, Sergeants, Detective Sergeants, Lieutenants and Captains in the Police Department of the Employer.

B. The title of Policeman or Police Officer shall be defined to include the plural as well as the singular, and to include males and females.

C. All the terms, covenants and shall to the benefit of and bind the respective parties hereto, their respective legal representatives, successors and assigns.

ARTICLE II

ASSOCIATION REPRESENTATIVES

The Employer recognizes the right of the Association to designate representatives within the Department and alternates for the enforcement of this Agreement.

The Association shall furnish the Employer in writing the names of the representatives and the alternates and notify the Employer of any changes.

The authority of the representative and alternates so designated by the Association shall be limited to, and shall not exceed, the following duties and activities:

(a) The investigation and presentation of grievances in accordance with the provision of the Collective Bargaining Agreement.

(b) The transmission of such messages and information which shall originate with, and are authorized by the Association or its Officers.

The designated Association representative shall be granted reasonable time with pay during his scheduled working hours to investigate and seek to settle formal grievances and to attend all meetings and conferences on collective negotiations with Employer officials. There shall be no overtime or compensatory time credited under this Section.

ARTICLE III PROMOTIONS

The Borough agrees to consider qualified members the Association for advancement and/or promotion of a temporary or permanent nature.

ARTICLE IV
EMPLOYEES' BASIC RIGHTS

Pursuant to **Chapter 303, Public Laws, 1968**, as amended, the Employer hereby agrees that every Police Officer shall have the right to freely organize, join and support the Association, 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 Employer undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any Police Officer in the enjoyment of any rights conferred by Chapter 303, Public Laws, 1968, or other Laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any Police Officer with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, the PBA and its affiliates, his participation in any lawful activities of the Association, the PBA, and its affiliates, collective negotiations with the Employer or his institution of any lawful grievance, complaint or proceeding under this Agreement. as prescribed by the Statutes of the State of New Jersey. The PBA. or any of its agents, shall not intimidate or coerce Employees into membership. Neither the Borough nor the PBA shall discriminate against any Employees because of race, creed, color, age (except as required by law). sex or national origin.

ARTICLE V
FUTURE BARGAINING

The parties shall not, during the term of this Agreement, be required to negotiate with respect to any issue except insofar as there may be a unilateral change in terms and conditions of employment flowing from any permissible management decision or action.

In the event such occurs, the parties agree to negotiate the impact of same and if they cannot reach agreement, they may utilize interest arbitration as set forth in **N.J.S.A. 34:13A-5.3 *et seq.*** to resolve the impact of such permissible management decisions or action, all consistent with law. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Association before they are established.

ARTICLE VI
EXISTING LAW

The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of State or Federal Laws.

ARTICLE VII

MANAGEMENT OF THE BOROUGH'S AFFAIRS

There are areas of responsibility and control reserved to the Borough acting through its duly authorized representatives in order for the Governing Body of the Borough to serve the public effectively and in accordance with law. It is mutually understood and agreed, by and between the parties hereto, that the right to manage the affairs of the Borough and to direct the working forces and operations of the Police Department and all other Departments of the Borough, subject only to the specific limitations of this Agreement and applicable State Law, is vested in and retained by the Borough exclusively.

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

ARTICLE VIII

MAINTENANCE OF OPERATIONS

A. Consistent with law and with the terms of this Agreement, each of the parties hereto agree that they -will fulfill their obligation to one another and further agree that they shall not interfere with the operation of the Borough or the operation of the Association respectively.

B. Nothing contained in this Agreement shall be construed to limit or restrict the Borough or the Association in their right to seek and obtain such judicial relief or administrative relief as they may be entitled to have in law or equity for injunction or damages or both in the event of a breach by the Borough or its agents or by the Association or its agents.

C. The Borough agrees that it will not lock out its Employees and the Association agrees that it will not authorize any strike. The Association will make every effort to discourage any strike action and will cooperate fully with the Borough to meet this end.

ARTICLE IX
SALARIES AND SENIOR OFFICER DIFFERENTIAL

A. The salary schedule for members of the bargaining unit shall be as set forth in Schedules A annexed.

B. An Employee shall be considered permanent and off of Probationary status when said Employee has completed twelve (12) months of service following successful completion of the Basic Police Training Academy.

C. Employees covered by this Agreement who have completed twenty (20) years of police service shall be entitled to a new benefit term "Senior Officer Differential". The Senior Officer Differential benefit shall be an increase in the base rate of pay by an amount equal to one half ($\frac{1}{2}$) the difference between the Employee's then current base rate and the base rate for the next higher rank. For example, a patrolman having completed twenty (20) years of service would receive a patrolman's pay expanded by one-half ($\frac{1}{2}$) the difference between the patrolman's base rate of pay and the Sergeant's base rate of pay. In each case Employees qualifying for Senior Officer Differential shall have their current rank and the next higher rank in progression used for this calculation. The highest bargaining unit rank, Captain, shall receive a Senior Officer Differential, when qualifying with twenty years of service, which is equal to the average percentage value rank differential available to qualifying officers in lower ranks.

D. Effective January 1, 2021, the parties agreed to modify the Schedule A-2

salary guide such that Employees would reach out of guide status effective with the completion of the Employee's sixth year of service.

E. Effective January 1, 2021, the parties agreed to modify the Schedule B salary guide as set forth in the Salary Schedule. Employees in this guide shall receive the pay grade shown for the Employee's years of service with the Borough.

ARTICLE X

HOURS AND OVERTIME

A. The existing schedule for Employees covered by this Agreement shall be maintained pursuant to prior practice. The annual work schedule shall be posted not later than the tenth (10th) day of January. The normal work day shall be eight (8) hours which shall include appropriate meal and rest periods pursuant to prior practice.

B. It is recognized that the needs of the Borough may require overtime work beyond the Employee's standard daily or weekly work schedule although it is the stated policy of the Borough that *every* reasonable effort shall be made to *avoid* the necessity of overtime work whenever and wherever possible. Effective work in excess of the Employee's basic work week or tour for a day is overtime and shall be computed at the time and one-half rate of pay (150% of the hourly rate), to be paid in cash or compensatory time at the option of the Employee.

C. Should any Employee be recalled for extra duty during the Employee's off-duty time, the Employee shall be entitled to a minimum of two (2) hours overtime as defined in Section B *above*. There shall be no payment for Employee's participation in Borough parades provided that Employee participation is on a voluntary basis.

Employees designated or authorized by the Chief to attend training courses which are beyond the Employee's normal tour for a day or work week shall be entitled to overtime as defined by Section B, *above*. However, travel time shall not be included for the purposes of overtime herein.

D. Court time, as referred to in this Article, shall consist of all time, excluding regular tour of duty, during which any Employee covered under this Agreement shall be required to attend a Municipal Court, County Court, Superior Court, Grand Jury proceeding, or other courts or Administrative Bodies except for appearances in Civil Cases in Superior Court.

All such required court time shall be considered as overtime and shall be compensated in accordance with Section B *above*.

When an Employee covered under this Agreement shall be required to travel to and from any of the Courts or Administrative Bodies as noted in this Article, such travel time shall be considered and included in the computation of the amount of overtime to which the Employee is entitled, provided, however, that such travel time shall be computed between the Borough of Palisades Park and the pertinent Court or Administrative Body.

The amount of overtime to which an Employee may be entitled under this Article shall be the actual time required in the Court or Administrative Body, together with any applicable travel time to and from the Borough of Palisades Park provided, however, that such travel time shall be computed between the Borough of

Palisades Park and the pertinent Court or Administrative Body.

The amount of overtime to which an Employee may be entitled under this Article shall be the actual time required in the Court or Administrative Body, together with any applicable travel time to and from the Borough of Palisades Park time required in the Court or Administrative Body, together with any applicable travel time to and from the Borough of Palisades Park provided, however, that the Employee's entitlement to overtime under this Article shall not be less than two (2) hours.

Exclusive of the actual time required in the Court or Administrative Body, on-call time pursuant to a subpoena shall be compensated at the rate of Ten (\$10.00) Dollars per day.

E. All overtime compensation pursuant to this Article shall be paid the second Friday after the overtime is earned.

F. The Borough shall allow for an equal opportunity for overtime and maintain a separate Detective list for overtime availability.

G. The Borough shall have the discretion to increase the work week by three and one-half (3½) hours to no more than thirty-six (36) hours per week based upon an annual average, based upon the existing work schedule. There shall be an adjustment to base wage of one (1%) percent per additional hour per week up to the maximum 36 hours. The wage adjustment shall be complimented contemporaneously with any adjustment to hours worked and once implemented shall not be reduced by virtue of a unilateral reduction in hours. (See award of Arbitrator James Mastriani, PERC Docket No. IA-98-40, Issued 5/17/99).

ARTICLE XI
CLOTHING MODIFICATION AND REPLACEMENT

A. If the Employer decides to change the uniform or any part thereof, it shall provide, free of charge, any such changed items unless such changed items are at the request of the PBA. The Borough may reasonably require an Employee to replace shabby or worn uniforms at the Employee's expense.

B. Any item or items of an Employee's uniform or equipment (excluding personally such as jewelry) required in his capacity as a Police Officer which may be damaged as a result of a single violent episode involving a third person during the course of his duties shall be replaced at the expense of the Borough. Damage due to the Employee's negligence, non-violent accident and ordinary wear and tear is not covered by the terms of this Section.

ARTICLE XII
HOLIDAYS AND PERSONAL LEAVE

A. Each Employee shall receive thirteen (13) holidays per year, four (4) of which have been folded into base compensation (See Schedule A). The balance of the holidays shall be provided as nine (9) days of time off

B. Whenever an Employee covered by this contract works on any of the thirteen (13) holidays provided under this Article then said Employee shall receive, in addition to compensation provided under Articles IX and X of this Contract, four (4) hours of compensatory time.

C. Each Employee may accumulate/carry a maximum of thirty (30) compensatory holidays. An Employee may choose to use this compensatory time or cash in this time for additional pay upon retirement at the retiring Employee's then current daily rate at retirement.

D. Each member of the bargaining unit shall be entitled to four (4) personal days per annum which may be used at the Employee's discretion.

E. All employees hired after January 1, 2017 shall be entitled to three (3) personal days per annum.

ARTICLE XIII
BEREAVEMENT LEAVE

Leave with pay for purposes of bereavement shall be provided for Employees covered by this Agreement in accordance with **Ordinance 805** currently in effect. Immediate family for purposes of this clause shall be those individuals listed in the **Ordinance** and, in addition, the Employee's father-in-law and mother-in-law.

ARTICLE XIV

LEAVE OF ABSENCE

All permanent full time Employees covered by this Agreement may be granted a leave of absence without pay for a period not to exceed three (3) months. Said leave shall be renewable after three (3) months with approval of the Employer.

The Employee shall submit in writing all facts bearing on the request to the Chief of Police or his designated representatives who shall append his recommendations and forward the request to the Governing Body. The Governing Body shall consider each case on its merits and without establishing a precedent. The Employer will not unreasonably deny an Employee's request for a leave of absence. There shall not be more than one (1) member of the bargaining unit on leave of absence at any time without the approval of the Employer.

This leave is subject to renewal for reasons of personal illness, disability or other reasons deemed proper and approved by the Employer. Normally, it shall be granted only when the Employee has used his accumulated sick or vacation leave in the case of illness or his vacation leave if leave without pay is requested for reasons other than illness.

At the expiration of such leave, the Employee shall be returned to the position from which he is on leave and will receive as of the date of his return all benefits he would have received had he not taken the leave.

Seniority shall be retained during all leaves.

ARTICLE XV

MOTOR VEHICLE REIMBURSEMENT

Any Policeman using his own motor vehicle on official Police business with approval of the Chief of Police will be compensated at the Borough-wide rate per mile. The Policeman shall be reimbursed for parking fees and tolls upon presentation of a receipt

ARTICLE XVI

LONGEVITY

In addition to the regular base pay of the Employee, as is established under this Agreement, a member of the Police Department shall be entitled to two (2%) percent of the Employee's base annual salary per year after the first four (4) years of completed service by the Employee with the Police Department of the Borough and zero point five (.5%) percent of each completed year of service thereafter, with a maximum of ten (10%) percent after twenty (20) years of completed service. Thereafter, an Employee shall receive an additional one (1 %) percent for each two (2) years of completed service, with a maximum of twelve (12%) percent.

Longevity accrued under this Agreement shall be included in the Employee's periodic paycheck.

Placement on the longevity schedule shall be determined in accordance with anniversary date.

All employees hired after January 1, 2017 shall not be entitled to longevity.

ARTICLE XVII

MEDICAL COVERAGE AND INSURANCE BENEFITS

A. The Employer shall provide enrollment in the hospital and medical benefit programs presently in existence for Employees and their families, as well as major medical coverage for Employees and their families. Active Employees will make contributions towards their health benefits consistent with Ch. 78 P.L. 2011. The employer shall have the right to change the source of coverage provided that the new coverage is equal or better than the existing coverage. Sixty (60) days prior notice of any change shall be provided to the PBA.

B. Insurance coverage as provided herein shall be maintained by the Employer for each Employee upon his retirement as per the prior practice. The Employer will continue to provide health benefits upon retirement at the sole expense of the Borough. Effective for anyone hired after January 1, 2011, upon completion of twenty-five (25) years of credible service of employment with the Borough of Palisades Park, the Borough shall maintain insurance coverage for the Officer and his spouse until such time that the Officer and their spouse reach sixty-five (65) years of age. If any Federal or State program is the primary insurer at that time, then and in that event that Officer shall be covered by said program and the Borough of Palisades Park will pay supplemental coverage and continue to maintain all other coverage including dental and prescription drug plan as are in effect at the time by the Borough.

C. The Employer, at its sole cost, shall provide and maintain a full family dental program for the Employees and their dependents, providing the coverage

pursuant to Plan IIIA plus orthodontic as stated in Appendix B annexed hereto.

D. The Employer shall provide and maintain a full family prescription program which shall be provided on a One (\$1.00) Dollar co-payment basis. Employees hired on or after January 1, 1995 shall be provided with a \$9.00 co-payment full family prescription program.

E. Effective January 1, 2001 the present retiree medical plan coverage (IDA or equivalent) shall remain in effect until each covered person is eligible for Federal Medicare Benefits. At said point of eligibility for Medicare, for each covered person, then the Medicare benefits and Borough medical coverage level shall be maintained on an integrated basis with the primary provider being Medicare and the Borough providing supplementary insurance at no cost to the retiree or spouse of the retiree.

ARTICLE XVIII

SICK TIME

1. All full time members of the within bargaining unit shall be granted unlimited sick leave as per the prior practice. All full time members of the bargaining unit shall be granted sick leave consistent with prior practice. Sick leave for Employees injured on the job shall not exceed one year.

2. Leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury or exposure to contagious disease and may include absence due to illness in the immediate family of the Employee or necessary attendance upon a member of the immediate family. In the event absence from duty is due to serious illness or accidentally emergency in the family, such absence shall be limited to three (3) days at any one (1) time but not to exceed five (5) days in any calendar year. All full time members of the bargaining unit shall be granted sick leave consistent with prior practice. Sick leave for employees injured on the job shall not exceed one year.

3. To qualify for payment while absent on sick leave each Employee who will be absent from duty on sick leave shall so notify the Chief of Police or the Officer in charge two (2) hours before the commencement of his scheduled tour of duty on afternoon or evening tours and one (1) hour before the commencement on his scheduled tour of duty on morning tours. Said notice shall state the nature of the cause of the absence from duty. Shorter notice shall be permitted in exceptional circumstances which shall be reviewed on a case-by-case basis with final determination by the Chief of Police. An Employee who is absent without such notification shall be charged with an unpaid day for each day absence and will be subject to appropriate

disciplinary action.

4. An Employee absent on sick leave for more than three (3) consecutive days shall submit acceptable medical evidence substantiating the illness if reasonably requested by the Borough.

ARTICLE XIX

WORK INCURRED INJURY

A. 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 provisions of the Worker's Compensation Act shall be paid over to the Employer.

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

C. 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 Employer or by its insurance carrier, 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 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.

D. For the purposes of this Article, injury or illness incurred while the Employee is attending an Employer-sanctioned training program shall be considered in the line of duty.

E. In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or injury on duty, the parties agree to be bound by the decision of an appropriate Workers' Compensation judgment, or, if there is an appeal

therefrom, the final decision of the last reviewing Court.

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

ARTICLE XX

VACATIONS

Section A

Each full time Employee of the Police Department subject to the terms of this Agreement shall enjoy the following vacation benefits:

Less than one full year of service, one (1) working day of vacation for each full month of service.

After one (1) year and until completion of nine (9) years of service, twelve (12) working days.

Commencing with the tenth year until completion of fifteen (15) years of service, fifteen (15) working days.

Commencing with the sixteenth (16) year and until completion of nineteen (19) years of service, seventeen (17) working days.

For all employees hired before January 1, 2017, commencing with the twentieth (20) year of service and thereafter, twenty-four (24) working days of vacation.

~~The above schedule incorporates the presently existing policy.~~

For all employees hired after January 1, 2017, commencing with the twentieth (20) year of service and thereafter, twenty (20) working days of vacation.

Section B.

For the purpose of this Article, a year shall be considered as the year commencing January 1 and ending December 31. In accordance with **Ordinance No. 902-1979**, vacation requests may be denied based upon maintaining adequate

manpower levels. In the event any vacation period or portion thereof is not granted, such vacation time may be accumulated for the following year. If not so taken by the Employee, he shall receive monetary payment for the accumulated vacation days at that time.

ARTICLE XXI

GRIEVANCE PROCEDURE

To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to the complaints occurring under this Agreement, the following procedure shall be used. A grievance may be brought by an Employee or group of Employees covered by this Agreement or the Association.

For the purpose of this Agreement, the term "grievance" means any complaint, difference or dispute between the Borough and any Employee with respect to the interpretation, application, or violation of the Department, or any matter affecting or impacting upon any Employee's safety. Minor discipline shall be included within the grievance definition. Minor discipline is defined as those circumstances where the penalty is five (5) days of suspension, or equivalent fine, or any lesser penalty.

The procedures for settlement of grievances shall be as follows:

A. STEP ONE

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

B. STEP TWO

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

C. STEP THREE

If the grievant wishes to appeal the decision of the Chief of Police (or the supervisor in charge if the Chief is absent), it shall be presented in writing to the Employer's Governing Body or its delegated representative, within five (5) calendar days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Employer's Governing Body or its delegated representative may give the grievant the opportunity to be heard and will give his decision in writing within twenty (20) calendar days of receipt of the written grievance.

D. ARBITRATION

1. If no satisfactory resolution of the grievance is reached at **STEP THREE**, then within twenty (20) calendar days the grievance shall be referred to the Public Employment Relations Commission for the selection

of an Arbitrator, pursuant to the rules of PERC. The decision of the Arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.

2. The Arbitrator shall have no authority to add to or subtract from the Agreement.

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 Borough's Governing Body or its representative on the grievance.

4. Employees covered by this Agreement shall have the right to process their own grievance, with or without a PBA representative or may select a representative of their own choosing.

5. 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. A failure to respond at any level within the time limits provided shall be deemed a denial of the grievance at that step.

ARTICLE XXII

INSURANCE

The Employer will provide insurance coverage to Employees covered under this Agreement protecting them from civil suits arising out of the performance of their duties as Police Officers, 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 of privileged occupancy and the invasion of the civil rights, except in the case of deliberate tort by the Employee.

ARTICLE XXIII

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any Employee, member or group of Employees or members is held to be invalid by operation of law, by any Court, Administrative Body or other tribunal of competent jurisdiction, then the parties agree to reopen negotiations with respect to the impact of such invalid provision consistent with the law relating to negotiations and interest arbitration as set forth in **N.J.S.A. 34:13A-3 *et seq.***; however, all other provisions and applications contained herein shall continue in full force and effect, and shall be affected thereby.

ARTICLE XXIV

DATA FOR FUTURE BARGAINING

The parties agree to make available to each other all relevant data the other may require to bargain collectively. This clause shall not include work product for privileged communication.

The relevant data noted above shall include but shall not be limited to such items as salaries and benefits enjoyed by other Borough Employee groups, the cost of various insurance and other programs, information concerning overtime worked by Employees, total number of sick leave days utilized by Employees, the total number of injuries on duty, the total length of time lost as a result of injuries on duty, and other data of a similar nature. Any work product or work prepared specifically for negotiation shall be excluded from this clause.

ARTICLE XXV

RIGHTS OF PARTIES

Each party hereby retains and reserves unto itself without limitations all powers, rights, authority, duties and responsibilities conferred upon and vested in them arising out of the Laws and Constitution of the State of New Jersey and the United States.

In accordance with **N.J.S.A. 34:13A-5.3** *et seq.*, proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Association before they are established.

ARTICLE XXVI

OFF-DUTY POLICE ACTION

Under the provisions of N.J.S.A. 40A:14-152.1 and N.J.S.A. 40A:14-152.2
enacted by Laws of 1977, Chapter 436 effective March 2, 1978.

ARTICLE XXVII

EXCHANGE OF DAYS OFF

A. Any members of the Department may exchange hours or tours of duty or days *off* provided such does not exceed five (5) per month per man (one way). However, the Employer shall not incur any additional expense by virtue of this Article and prior notification of forty-eight (48) hours shall be given to the Chief of the Department. With the consent of the Chief of the Department, an Employee may exchange more than five (5) days in any month.

B. The following conditions for exchange of days off shall apply:

- a. Switches may not be used in excess of three (3) consecutive shifts to avoid entire tours.
- b. Switches may be used month-to-month and a maximum of thirty-one (31) days in advance with the OIC's approval.
- c. Switches may not be used on Court night without prior approval.

ARTICLE XXVIII

SHIFT CHANGES

The Employer agrees that it will not indiscriminately adjust shifts so as to avoid overtime payment to Employees covered by this Agreement. A minimum of forty-eight hours notice shall be given on any change of shift. Any change of shift on less than forty-eight (48) hours notice shall entitle the Employee to two (2) additional hours of pay at the straight time rate. This clause shall not be interpreted so as to limit the Employee's duties of manning and staffing.

ARTICLE XXIX

PERSONNEL FILES

A personnel 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 at any time review his personnel file but this appointment for review must be made through the Chief of Police or his designated representative. 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 if he so desires, and he shall be permitted to place said rebuttal in his file. All personnel history 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 discipline.

ARTICLE XXX

SAFETY AND HEALTH

The Employer shall at all times maintain working conditions to insure maximum safety for all Employees.

ARTICLE XXXI

BULLETIN BOARD

The Employer 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 permission of the officially designated Association representative.

Any bulletins deemed detrimental to the operation of the Department may be rejected for posting by the Chief of Police. However, approval for posting shall not be unreasonably withheld.

ARTICLE XXXII

DEATH BENEFITS

The estate of any deceased Employee shall receive benefits as follows:

- A. All salary earned but unpaid at the time of death.
- B. Any unused earned vacation pay.
- C. Any unused earned holiday pay.
- D. Earned termination pay.

ARTICLE XXXIII

FURTHER NEGOTIATIONS

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

If agreement is reached between the parties as to any such additional issues, then, and in that event, any such agreed upon language shall become part of this Agreement upon the execution of same, duly signed by the Association President of the Borough..

ARTICLE XXXIV

POLICE VEHICLES

All Police automobiles except unmarked vehicles purchased after the execution of this Agreement shall have the same or comparable equipment as that vehicle identified as car No. 160 and the Employer will make every effort to keep such equipment in a good state of repair. Employees under agreement are not responsible for the maintenance and repair of all Police vehicles subject to existing emergency conditions at the time...

ARTICLE XXXV

FACILITIES

All Police quarters shall have adequate air conditioning, heating, hot water, sanitary facilities, reasonably private locker rooms.

ARTICLE XXXVI

TERMINAL LEAVE

A. The present practice of providing "terminal leave pay" shall be maintained as follows:

After ten (10) years of completed service 1 month

After twenty (20) years of completed service 2 months

After twenty-five (25) years of completed service 3 months

After thirty (30) years of completed service 4 months

B. In addition to Section A herein, and for the purposes of this subsection only, each Employee shall receive fourteen (14) days illness leave per year. All unused days up to a maximum of five (5) days each year shall be credited annually to each Employee and shall accumulate from year to year. Such accumulation shall not exceed twenty (20) work days. Upon retirement, each Employee shall receive compensation for such accumulation either in time with full pay and benefits or cash at the Employee's then existing rate of pay, at the Employee's option.

All employees hired after January 1, 2017 shall be entitled to receive a maximum of Ten Thousand (\$10,000.00) dollars after the completion of 25 years of service..

ARTICLE XXXVII

REPLACEMENTS

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

B. 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.

C. Notwithstanding the provisions of paragraph A and B above, the parties agree that the public employer shall have the right to utilize Telecommunications Specialists / Dispatchers to fill Police Officer positions at the police desk.

ARTICLE XXXVIII

NO WAIVER

Except as otherwise provided in this Agreement the failure to enforce any provision of this Agreement or exercise rights pursuant thereto by either the Employee or the Borough shall not be deemed a waiver thereof. This Agreement is not intended and shall not be construed as a waiver of any right or benefit to the Employees and/or the Borough herein are entitled. No term or provision of Agreement maybe unilaterally waived by either party absent mutual consent of both parties.

ARTICLE XXIX

RESIGNATION FROM UNIT

Any Employee in the bargaining unit may resign from membership in compliance with the New Jersey Workplace Democracy Enhancement Act, P.L. 2018, Chapter 15, **N.J.S.A. 52:14-15.9e.**

ARTICLE XL

ROAD DETAILS

Police Officers will retain exclusive preference to be called for road details prior to awarding any detail to a Special Police Officer or Traffic Enforcement Officers respectively. The Employer agrees to amend and maintain a Borough Ordinance to reflect all road details that exceed four (4) hours will default to an automatic eight (8) hour charge, then hourly for each respective hour thereafter.

ARTICLE XLI

MODEL RULES AND REGULATIONS: FITNESS FOR DUTY

Police Officers shall maintain sufficient physical condition in order to handle the variety of activities which are required of a law enforcement Officer, specifically an annual physical from the Employee's personal care physician. The Employer shall have the right to designate a physician.

ARTICLE XLII

TERM OF CONTRACT

This Agreement shall have a term from January 1, 2021 through December 31, 2025. If the parties have not executed a successor agreement by December 31, 2025, then this Agreement shall continue in full force and effect a successor agreement is executed.

Negotiations for a successor agreement shall be in accordance with the rules of the Public Employment Relations Commission.

ATTEST:

Hina Kim

By:

Chris Gentry

BOROUGH OF PALISADES PARK

ATTEST:

Hina Kim

By:

Dea 2/2/21

PALISADES PARK PBA LOCAL 45

SCHEDULE B (MEMBERS HIRED AFTER JANUARY 1, 2017)

	Effective 1/1/2021	Effective 1/1/2022	Effective 1/1/2023	Effective 1/1/2014	Effective 1/1/2025
Patrolman					
1st Year	\$ 48,000.00	\$ 48,000.00	\$ 48,000.00	\$ 48,000.00	\$ 48,000.00
2nd Year	\$ 56,000.00	\$ 56,000.00	\$ 56,000.00	\$ 56,000.00	\$ 56,000.00
3rd Year	\$ 64,000.00	\$ 64,000.00	\$ 64,000.00	\$ 64,000.00	\$ 64,000.00
4th Year	\$ 72,000.00	\$ 72,000.00	\$ 72,000.00	\$ 72,000.00	\$ 72,000.00
5th Year	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00
6th Year	\$ 88,000.00	\$ 88,000.00	\$ 88,000.00	\$ 88,000.00	\$ 88,000.00
7th Year	\$ 96,000.00	\$ 96,000.00	\$ 96,000.00	\$ 96,000.00	\$ 96,000.00
8th Year	\$ 104,000.00	\$ 104,000.00	\$ 104,000.00	\$ 104,000.00	\$ 104,000.00
9th Year	\$ 112,000.00	\$ 112,000.00	\$ 112,000.00	\$ 112,000.00	\$ 112,000.00
10th Year	\$ 120,000.00	\$ 120,000.00	\$ 120,000.00	\$ 120,000.00	\$ 120,000.00
11th Year	\$ 128,000.00	\$ 128,000.00	\$ 128,000.00	\$ 128,000.00	\$ 128,000.00

SALARY SCHEDULES

SCHEDULE A1(MEMBERS OUT OF STEP GUIDE)

Raises Included In Figures

	Effective 1/1/2021	Effective 1/1/2022	Effective 1/1/2023	Effective 1/1/2024	Effective 1/1/2025
RAISE:	2.0%	2.5%	3.0%	3.0%	3.0%
Patrolman	\$ 128,345.58	\$ 131,554.22	\$ 135,500.85	\$ 139,565.87	\$ 143,752.85
Sergeant	\$ 133,523.10	\$ 136,861.18	\$ 140,967.01	\$ 145,196.02	\$ 149,551.90
Lieutenant	\$ 140,325.48	\$ 143,833.62	\$ 148,148.63	\$ 152,593.08	\$ 157,170.88
Captain	\$ 146,989.14	\$ 150,663.87	\$ 155,183.78	\$ 159,839.30	\$ 164,634.48

SCHEDULE A2(MEMBERS IN STEP GUIDE)

Raises Included In Figures

Patrolman	Effective 1/1/2021	Effective 1/1/2022	Effective 1/1/2023	Effective 1/1/2024	Effective 1/1/2025
RAISE:	2.0%	2.5%	3.0%	3.0%	3.0%
1st Year	\$ 30,666.00	\$ 30,666.00	\$ 30,666.00	\$ 30,666.00	\$ 30,666.00
2nd Year	\$ 63,367.00	\$ 63,367.00	\$ 63,367.00	\$ 63,367.00	\$ 63,367.00
3rd Year	\$ 74,157.00	\$ 74,157.00	\$ 74,157.00	\$ 74,157.00	\$ 74,157.00
4th Year	\$ 86,060.00	\$ 86,060.00	\$ 86,060.00	\$ 86,060.00	\$ 86,060.00
5th Year	\$ 97,408.00	\$ 97,408.00	\$ 97,408.00	\$ 97,408.00	\$ 97,408.00
6th Year	\$ 113,968.00	\$ 113,968.00	\$ 113,968.00	\$ 113,968.00	\$ 113,968.00
Out of Step	\$ 128,345.58	\$ 131,554.22	\$ 135,500.85	\$ 139,565.87	\$ 143,752.85

Raises in Schedule A2 are to the final step only.