

LAW DEPARTMENT

INTER-OFFICE MEMORANDUM

TO: Nancy Ferrigno, City Clerk

FROM: Matthew T. Priore, Municipal Attorney

SUBJECT: PBA Local #36 Superior Officers (SOA)

DATE: June 20, 2018

Enclosed for filing with your office is the original Agreement between the City of Clifton and the PBA Local #36 Superior Officers, for the period January 1, 2017 through December 31, 2020.

Thank you for your attention to this matter.

AGREEMENT
BETWEEN
THE CITY OF CLIFTON
AND
PBA LOCAL 36 SUPERIOR OFFICERS

JANUARY 1, 2017 THROUGH DECEMBER 31, 2020

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PREAMBLE

A. **THIS AGREEMENT** made this 1st day of January, 2017, by and between the **CITY OF CLIFTON**, in the County of Passaic, New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "City," and **P.B.A. LOCAL No. 36 SUPERIOR OFFICERS ASSOCIATION**, hereinafter referred to as the "**S.O.A.**" or "**Association.**"

B. It is the purpose of this Agreement to promote and ensure harmonious relations between the City and the Association for the mutual interests of the parties hereto, and the citizens of the City, in accord with the intent of the New Jersey Public Employer-Employee Relations Act.

ARTICLE I

RECOGNITION

The City recognizes the Association for the purposes of collective negotiations as the exclusive representative of the salaried and sworn Superior Officers of the Police Department of the City, including Sergeants, Lieutenants and Captains, but excluding the Patrol Officers, the Chief of Police and all other Employees of the City. References to males shall include females.

ARTICLE II

DUES CHECK-OFF

A. The City agrees to deduct from the salaries of its

Employees covered by this Agreement dues which said Employees individually, voluntarily, and in writing authorize the City to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969, **N.J.S.A.** (R.S.) 52:14-15.9e.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish the City written notice thirty (30) calendar days prior to the effective date of such change.

C. The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the City.

D. The Association will indemnify, defend, and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon the salary deduction authorization forms submitted by the Association to the City, unless such actions taken by the City is not in strict compliance with the Authorization Forms submitted.

E. The City shall remit to the Association, on a quarter annual basis, all monies collected by the dues check-off system.

ARTICLE III

MUNICIPAL MANAGEMENT

A. The City hereby retains and reserves unto itself,



without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting, the generality of the foregoing, the following rights:

1. The executive management and administrative control of the City Government and its properties and facilities and the on-duty activities of its Employees according to law.

2. To hire all Employees, to determine their qualifications and conditions for continued employment, or assignment, and to promote and transfer Employees, subject to the provisions of law.

3. To take any disciplinary actions, including discharge, for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the City, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States and Ordinances of the City.

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1. The City agrees to pass the necessary ordinances in order to fully implement the terms of this Agreement within sixty (60) days after the date of the signing of this Agreement by the parties thereto and the City agrees fully to implement the said ordinances within forty-five (45) days after their adoption. The City further agrees that failure to either will constitute a material breach of this Agreement unless such failure is the result of a written law, directive or order emanating from the executive, legislative or judicial branches of governmental authority at the County, State or Federal level or of an Act of God which renders such performance impossible.

C. Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities, and authority under R.S. 40, R.S. 40A, R.S. 11 and R.S. 11A, or any other National, State, County or Local laws or Ordinances.

ARTICLE IV

MAINTENANCE OF OPERATIONS

A. The Association covenants and agrees that during the term of this Agreement, the Association will not cause, authorize, or support, any strike (i.e., the concerted failure to report for duty, or willful absence of an Employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the Employee's duties of employment) work stoppage, slowdown, walkout, or other

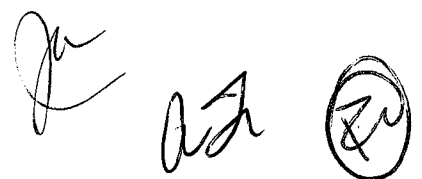
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job action against the City. In the event the Association or any Association member takes part in any strike, or activity aforementioned, the Association agrees that such action will constitute a material breach of this Agreement, as to any parties taking part therein.

B. The Association agrees that it will take or cause to be taken reasonable and prompt procedures and actions to prevent its members from participating in any strike, work stoppage, slowdown, or other activity aforementioned. The Association actions will include publicly disavowing such activities and ordering all such members who participate in such activities to cease and desist from same immediately and to return to work along with other steps, if any, as may be necessary.

C. In the event of a strike, slowdown, walkout, or job action, it is covenanted and agreed that participation in any such activity by an Association member shall be deemed grounds for disciplinary action, including possible termination of employment of such Employee or Employees.

D. Nothing contained herein shall be construed to limit or restrict the City or the Association in their right to seek and obtain such judicial relief as they may be entitled to have in law or in equity for injunction or damages, or both, in the event of a breach by the Association, its members or the City.

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ARTICLE V

GRIEVANCE PROCEDURE

A. 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, a group of individuals, the Association (at request of and on behalf of an individual or group of individuals), or the City.

B. The following constitutes the sole and exclusive method for resolving grievances between the parties over this Agreement, with the exception of the City-initiated grievances, which will proceed in accordance with Paragraph C and shall be followed in its entirety unless any step is waived by mutual consent.

STEP ONE:

The grievant shall institute action under provisions hereof within twenty (20) calendar days after the event giving rise to the grievance has occurred or when the grievant knew or reasonably should have known of the occurrence. The grievance must be in writing and delivered to the grievant's Division or Bureau Commanding Officer or his designee, within the aforesaid twenty (20) calendar days. The grievant prior to filing a written grievance may make an effort to settle his grievance



informally, by discussion with any Superior Officer who is subordinate to the grievant's Division or Bureau Commanding Officer.

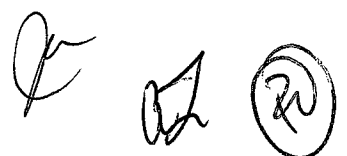
The Commanding Officer or his designee shall, after receipt of the written grievance, have fifteen (15) calendar days to file a written response to the grievant.

STEP TWO:

In the event that the grievance is not resolved to the satisfaction of the grievant at **STEP ONE** above and involves an alleged violation of this Agreement only, the same written grievance may be filed with the Chief of Police or his designee, within fifteen (15) calendar days of the grievant receiving the written response from the Division or Bureau Commander or his designee as described in **STEP ONE** above, or upon failure to receive a written response, within fifteen (15) calendar days after the expiration of the response time structure in **STEP ONE** above.

STEP THREE:

If such grievance is not resolved to the satisfaction of the grievant at **STEP TWO** above, the grievant shall within fifteen (15) calendar days after receipt of the written response from the Chief or his designee or upon failure to receive a written response, within fifteen (15) calendar days after the expiration

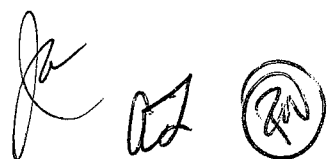
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of the response time structure in STEP TWO above, submit the same written grievance to the City Manager or his designee. The City Manager or his designee shall hold a hearing or render a written response on such grievance within thirty (30) calendar days after submission. If a hearing is held, the City Manager or his designee shall have fifteen (15) calendar days after conclusion of the hearing to render his written decision and reasons with respect thereto. The grievant and a representative of the Association, and/or counsel may, at the option of the grievant, attend such hearing. The City Manager or his designee shall submit a copy of his decision to the grievant and the Association. Failure to hold a hearing or submit an answer in writing within the time structure shall move the grievance to

STEP FOUR.

If the grievance is not resolved to the satisfaction of the Association at STEP THREE above, the Association may submit the grievance to final and binding arbitration pursuant to the rules of the New Jersey Public Employment Relations Commission within twenty (20) calendar days after the decision at STEP THREE has been received by the grievant or upon failure to receive a written response, within twenty (20) calendar days after the expiration of the response time structure in STEP THREE.

1. The parties agree to direct the Arbitrator to

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decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

2. The Arbitrator shall be bound by the provisions of this Agreement and will restrict his opinion to the application of the facts presented to him involving the arbitration. The Arbitrator shall in no way have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendments or supplements thereto. The decision of the Arbitrator shall be final and binding, consistent with applicable law and the Award must be in writing with the appropriate factual and legal arguments and conclusions.

3. The cost for the service of the Arbitrator shall be borne equally by the City and the Association. Any other expenses, including but not limited to the presentation of the witnesses, shall be paid by the party incurring same.

4. No arbitration hearing shall be held until the expiration of at least thirty (30) calendar days after the decision rendered at STEP THREE. In the event the grievant elects to pursue remedies available through the New Jersey State Civil Service Commission, the grievance shall be canceled and the matter withdrawn from arbitration.

5. The Arbitrator shall only be permitted to hear one (1) grievance on only one (1) issue per arbitration. No multiple grievance arbitrations will be permitted unless by written



consent of the City and the Association prior to the commencement of the arbitration. Notwithstanding any other Grievance Procedure, provision, grievants or grievance issues on the same or similar issue(s) may proceed to a single arbitration proceeding.

C. The City may institute action under the provisions of this **Article** within twenty (20) calendar days after the event giving rise to the grievance has occurred. Such grievance shall be in writing and filed directly with the Association and an earnest effort shall be made to settle the difference between the City and the Association. If such grievance is not resolved, the City's remedies shall be in accordance with STEP FOUR above.

D. Grievance conferences and hearings shall be held at either the Police Department or City Hall. Provided prior permission has been secured from the Chief, or his designee, a representative from the Association whose presence is required to resolve grievances, shall be released from work without loss of regular straight time pay for the purpose of participating in such a grievance resolution and further provided that there shall be no interference with the operation of the City.

E. The time limits expressed herein shall be strictly adhered to by both parties. If any grievance has not been submitted within the time limits specified then the grievance shall be deemed to have been abandoned. If any grievance is not

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processed to the next succeeding step in the Grievance Procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for a decision at any step in the Grievance Procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the Grievance Procedure.

F. Unless preempted by statute or regulation, all disciplinary actions may be processed under this Article.

ARTICLE VI

PERSONNEL FILES

A. The Employer agrees to permit each Employee full inspection and examination without restriction of his personnel file at least twice during each calendar year upon written request by the Employee. The inspection shall take place during the Employee's off-duty hours and in a private location provided by the Employer at reasonable hours during the day. The Employer may require that such inspection and examination take place in the presence of the Chief of Police or his designee and the Employee may, at his option, have a third party present during such inspection. The Employee shall be permitted to copy all documents contained in his personnel file.



B. All documents included in an Employee's personnel file will be initialed and dated. Such initialing and dating will be done by the person inserting the document in the employee's personnel file. Any document found in the employee's personnel file which has not been dated and initialed by the person inserting the document, as required by this Section shall be immediately removed by the Employee. The Employee shall notify the Chief of Police of the document being removed.

C. An Employee may file a written comment concerning any document in his file within fourteen (14) calendar days after his inspection of the file.

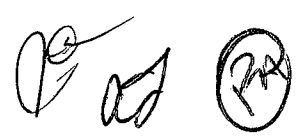
D. At no cost to the Employee, said Employee may make duplicate copies relating to any grievance, departmental charges, or criminal charges to aid in his defense.

ARTICLE VII

DEPARTMENTAL INVESTIGATIONS

A. To ensure that departmental investigations are conducted in a manner that is fair and promotes good order and discipline, all administrative and internal affairs investigations, whether conducted in-person or through written questionnaire, will be conducted pursuant to the New Jersey Attorney General's Guidelines on Internal Affairs Policy & Procedures.

1. The interrogation of a member of the force shall

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be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.

2. The interrogations shall take place at a location designated by the Chief of Police. Usually it will be at Police Headquarters or the location where the incident allegedly occurred. Anything hereinbefore set forth to the contrary notwithstanding, such interrogation will not be held at the home of an employee unless the prevailing circumstances make it impossible to hold such interrogation anywhere else.

3. The member of the force shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the member of the allegations should be provided. If the member of the force is being interrogated as a witness only, he should be so informed at the initial contact. No party being investigated shall be required to furnish a written reply to a charge unless the charge is first reduced to writing by the Chief or his designee and a copy delivered to the party under investigation.

4. The questioning shall be reasonable in length. Thirty (30) minutes time shall be provided for personal necessities, meals, telephone calls and rest periods at the end of every two (2) hours.

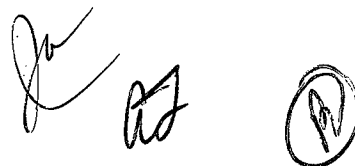
5. The member of the force shall not be subject to

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any offensive language, nor shall he be threatened with transfer, dismissal, reprisal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

6. During every stage of the proceedings, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with a counsel and/or his Association representative before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force, which shall not delay the interrogation one (1) hour for consultation with his Association representative, nor more than two (2) hours for consultation with his attorney.

7. When an Officer is involved in a critical incident, such as a shooting, motor vehicle accident, or physical altercation, and requests medical attention or evaluation, he or she shall be removed from the area as soon as possible, and shall not be required to respond to any questions or supply any statement or written report, except as needed to preserve life or health, until released by the evaluating physician or other medical professional. Such delay shall not exceed forty-eight (48) hours except in the event of physical and/or mental incapacitation.

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ARTICLE VIII

TRAVEL OUT OF THE CITY

When an employee is required to travel out of the City on municipal business, a municipal vehicle will be provided by the City for such travel. Any such employee shall receive reimbursement for verified parking costs and toll fees.

ARTICLE IX

COMPENSATORY DAYS

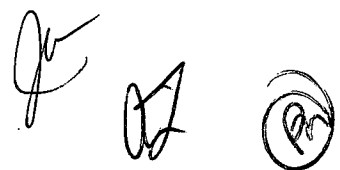
Two (2) compensatory days at straight time will be granted to all covered Employees, which may be granted during the year by the Municipal Council or the City's Administration to any Employees other than the employees covered by this Agreement. If the said two (2) compensatory days are not taken during the calendar year, these two (2) days will be accrued until taken.

ARTICLE X

DEATH IN THE FAMILY

A. DEATH IN IMMEDIATE FAMILY

1. Employees covered by this Agreement shall be granted a leave of absence without loss of regular pay, for a death in the immediate family for a period not to exceed three (3) work days, one of which shall be the day of death or the day of the funeral of the deceased, at the discretion of the bereaved Employee.



2. The immediate family, for the purpose of this **Article**, is defined as spouse, parent, child, father-in-law, mother-in-law, brother, sister, step-brother, step-sister or any other relative residing in the Employee's household.

B. DEATH IN NON-IMMEDIATE FAMILY

1. Employees covered by this Agreement shall be granted a leave of absence without loss of regular pay for a death in the non-immediate family for the day of the funeral.

2. Non-immediate family, for the purpose of this **Article** is defined as Grandparents and Grandchildren.

C. Reasonable verification of the death may be required by the City.

D. It is the intention of this **Article** that an Employee will suffer no loss of regular pay for the time period specified above. In the event, however, the Employee is already receiving payment in the form of vacation pay or other compensation from the City, bereavement leave will not be granted.

ARTICLE XI

PERSONAL DAYS

A. Each Employee covered by this Agreement may receive two (2) personal days per year. Request for such personal days will be made in writing to the City Manager at least five (5) calendar days in advance and a written response to the Employee will be



within two (2) calendar days following receipt of such request. It is the specific intent of the parties that personal days shall not be used to extend vacation periods.

B. If, due to illness or injury, the Employee is unable to utilize any of his or her personal days in accordance with **Section A**, he or she shall be allowed to carry them over to the next calendar year. It shall be the responsibility of the Employee to notify the Chief of Police by December 1st each year of the Employee's intent to carry over any unused personal days.

ARTICLE XII

BULLETIN BOARDS

The City shall permit the SOA/PBA reasonable use of two Bulletin Boards located in the respective Police facilities for posting notice concerning SOA/PBA business and activities.

ARTICLE XIII

NON-DISCRIMINATION

A. There shall be no discrimination by the City or the Association against an Employee on account of race, color, creed, religion, sex or national origin.

B. There shall be no discrimination, interference, restraint or coercion by the City or any of its representatives against any of the Employees covered under this Agreement because of their membership or non-membership in the Association or



because of any lawful activities by such Employees on behalf of the Association. The Association, its members and agents, shall not discriminate against, interfere with, restrain or coerce any Employees covered under this Agreement who are not members of the Association.

ARTICLE XIV

OVERTIME

A. The City agrees that overtime, at the rate of time and one-half ($1\frac{1}{2}$), shall be given to all Employees covered by this Agreement in compensatory time or cash payment at the Employee's option for all hours worked in excess of the regular work day, currently consisting of eight and one third (8 and $1/3$) consecutive hours, pursuant to the "5-2 /5-3" work schedule.

For the purpose of determining the hourly rate of pay for all purposes, the following formula will apply for all work schedules currently in effect: the officer's annual base salary, plus college incentive pay, plus Senior Officer Differential (S.O.D.), multiplied by longevity, divided by 1984 hours.

B. It is recognized that Employees may be required, for the purpose of roll call or muster at the commencement of a tour, to report in advance of the tour starting time. In accordance with this recognition, no additional pay or compensatory time shall be given for a ten (10) minute period prior to the commencement of a tour, or for a twenty (20) minute period at the



termination of a tour. In the event an Employee is required to report earlier than the ten (10) minutes prior to the commencement of a tour, or to remain beyond twenty (20) minutes after the end of a tour, the Employee shall be given overtime, at the rate of time and one-half ($1\frac{1}{2}$) for all time worked in excess of the work day of eight (8) consecutive hours of his just completed eight (8)-hour tour of duty.

C. All overtime earned under this **Article and Article XV (Recall)** shall be given in compensatory time or a cash payment at the employee's option on a one and one-half ($1\frac{1}{2}$) for one (1) basis. If the employee chooses said overtime compensation in cash, he will receive said overtime pay no later than the second (2nd) pay period from which it was earned.

Upon the prior written approval of the Chief of Police or his designee and subject to the needs of the Department, the Employee's preference as to when such compensatory time may be taken will be observed wherever possible.

D. Off duty Police action shall be compensated in accordance with the Agreement from the commencement of the Employee's involvement in the incident.

E. Any request for time off whether it be accrued time, personal day, or any request for a day or/time off shall be answered within 72 hours of the request being submitted. If no response is received within 72 hours it will be interpreted as

approved.

ARTICLE XV

RECALL TIME AND TRAINING DAYS

A. Recall Time. All Employees covered by this Agreement who are recalled shall receive overtime compensation (Article XIV) as follows:

1. When the time actually spent is two (2) hours or less, the Employee shall receive two (2) hours of overtime compensation at the time and one-half ($1\frac{1}{2}$) rate. (Three (3) hours of straight time.)

2. When the time actually spent on recall exceeds two (2) hours, the Employee shall receive compensation for all time worked at the overtime rate, however, the Employee be compensated with no less than four (4) hours of overtime at the time and one-half ($1\frac{1}{2}$) rate. (Six (6) hours of straight time.)

B. To qualify for recall compensation in **Section A** above, the recall must not be contiguous to the Employee's shift. If the Employee is called in and his hours are contiguous with his shift, he will be compensated for all time prior to his shift at the overtime rate of time and one-half ($1\frac{1}{2}$). When the recalled Employee has concluded the specificity of his recall and its conclusion is prior to the Employee's regular shift, the Employer shall not extend the recall so as to have it run contiguously



with the Employee's regular shift, in an effort to avoid the provisions of this **Article**.

C. **Training Days**. On training days that are scheduled on the employee's day off the employee will receive an "M Day" in lieu of overtime. The M days shall be taken in the same manner as vacation days and must be used in the calendar year earned except if they cannot be taken due to illness or injury and with the written approval of the Police Chief.

ARTICLE XVI

VACATIONS

A. In order to promote proper and efficient Police operations, both parties to this Agreement, agree that the scheduling of vacations must be left to the City, but the following conditions shall be observed in such scheduling.

1. In assigning vacation periods, preference shall be based on seniority within rank.

2. Any two (2) Employees of the same rank who are assigned within the same Division, may exchange vacation time upon written notice to the Chief of Police thirty (30) days in advance of the commencement of the earliest of the two (2) vacations.

3. Any Employee may take vacation in single day blocks.



B. Employees shall take vacation at the scheduled time and during the current calendar year, in which the vacation is earned.

1. Only one (1) vacation period may be taken between June 15th and September 15th.

(a) After all Employees have had an opportunity to take their one (1) period of vacation between the above dates, additional vacation leave may be requested by the Employee for this period.

2. Employee's vacation submission schedule:

(a) January 1st through April 30th - should be submitted to the Chief's office by December 1st of the preceding year.

(b) May 1st through December 31st - should be submitted to the Chief's office by March 1st.

(c) All vacation request must be approved or disapproved within 30 days of the due date for submission.

C. Any unused vacation resulting from pressures of work, as determined by the City, or any other valid reasons may be carried forward into the next succeeding year only, and will be scheduled according to the guidelines set forth in this **Article**.

D. If an Employee's starting date falls between January 1st and June 30th, inclusive, of a given year, his anniversary date for the purpose of this **Article** shall be deemed to be



January 1st of that year. When an Employee's starting date falls between July 1st and December 31st, inclusive, of a given year, his anniversary date for purposes of this **Article** shall be deemed to be July 1st of that year.

E. Vacation Schedule Effective January 1, 2013:

Years	1st	2-5	6-10	11-15	16-20	21-25	25+
Sergeants	10	13	19	20	21	22	23
Lieutenants	10	13	19	21	22	23	24
Captains	10	13	19	22	23	25	25

ARTICLE XVII

COURT TIME

A. Whenever any Employee is required to appear in court during his off-duty time in any action or legal proceeding arising out of or incidental to the performance of his duties, said Employee shall receive compensatory time/overtime in one of the following manners:

1. When the time actually spent in court is two (2) hours or less, the Employee shall receive two (2) hours of overtime compensation at time and one-half (1½) rate (three (3) hours of straight time).

2. When the time actually spent in Court exceeds two (2) hours, the Employee shall receive compensation for all time



worked, at the overtime rate, however, the Employee shall be compensated with no less than four (4) hours of overtime compensation at the time and one-half (1½) rate (six (6) hours of straight time).

3. When the time actually spend in court is contiguous with the Employee's regular shift, he shall be compensated at the regular time and one-half (1½) rate.

(a) The Employer shall not extend any Court time so as to have it run contiguously with the Employee's regular shift, in an effort to avoid the provisions of this **Article**.

B. 1. Employees must scan at the beginning and end of overtime period.

2. Overtime reports must be forwarded complete with all required information.

3. The Employees overtime Court appearance must be scheduled by the Court, and not by the Employee.

4. Schools and meetings, when held on off-duty time, will be compensated at the same rate as Court appearances when assigned as a duty task, unless the school or sponsor of such meeting referred to herein furnishes a letter stating that residency is required at such school or meeting. This does not include formal education (college) for which monetary compensation is paid for credits earned. Furthermore, no compensatory time will be earned or granted while attending a

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school where residency is required.

ARTICLE XVIII

CONDUCTING ASSOCIATION BUSINESS ON EMPLOYER'S TIME

A. The City agrees to grant the necessary time off without loss of pay to a maximum of three (3) members of the Association selected as delegates or alternates, and the Association President, to attend any State or National Convention of the New Jersey Policemen's Benevolent Association as provided under applicable New Jersey Statutes. The Association President, with prior approval by the Chief of Police, shall be permitted to substitute members to attend the State or National Convention of the New Jersey Policemen's Benevolent Association as provided under applicable New Jersey Statutes, so long as no additional time is granted as a result of the substitutions and the substitutions do not create the necessity for the City to pay overtime.

B. The City agrees to grant, if necessary, the required time off, not to exceed three (3) hours per man, per meeting, without loss of pay, to the Association President, Secretary and one other Executive Board member designated by the President, to attend regular monthly meetings of the Association and PBA Local No. 36.

C. One Executive Board member plus one Association member designated by the President shall be excused from his tour of

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duty on the day of a regular or executive meeting of the New Jersey State PBA and the Passaic County Conference for the purpose of attending such.

D. Members of the Association, not to exceed three (3), shall be excused from duty to attend mutually scheduled contract negotiations and grievance meetings.

ARTICLE XIX

COLLEGE INCENTIVE PAY AND TUITION/TEXTBOOK REIMBURSEMENT

A. College Incentive Pay: In addition to the salary noted in **Schedule A** college incentive pay will be paid at the rate of Twenty (\$20.00) Dollars per course credit. Payment is conditioned upon the following:

1. Courses must lead to an Associate or Baccalaureate Degree in Police Science and the Employee must be "matriculated".

2. Courses must have been satisfactorily completed at a recognized institute of higher learning and must have been earned while an Employee of the City.

3. Additional remuneration under this Article shall not exceed Three Hundred Thirty (\$330.00) Dollars in any given calendar year, nor exceed a total of Thirteen Hundred Twenty (\$1,320.00) Dollars.

4. Payment on a pro-rated basis will be included in the Employee's first regular pay day in September of each year



retroactive to the completion of such credit hours provided there has been presented to the City Manager on or before July 15th of each year, a proper certification from the institution attended by said employee setting forth the number of credit hours completed or the conferring Baccalaureate or Associate Degree.

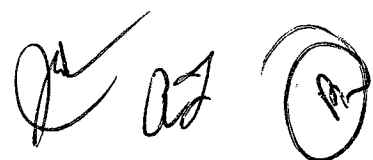
5. Courses must be taken during the Employee's off-duty hours.

6. Paragraphs 1, 2 and 5 shall not apply to those Employees enrolled and/or receiving reimbursement at the time of the signing of this Agreement.

7. If "special courses" are desired to be taken by an Employee, the Employee may request from the City special permission to take the course during on-duty hours, depending upon the needs of the Department and the availability of the course.

B. **Tuition and Textbook Reimbursement:** Effective January 1, 2009, the City will provide the Association up to a maximum of \$10,000.00 in annual funding for reimbursement of college tuition, required textbooks and mandatory technology fees subject to the following:

1. Notwithstanding the above, the parties have agreed that there are five (5) employees (identified in a separate Stipulation) that are "grandfathered" so as to permit them to complete their courses and earn the degree they are currently



pursuing (i.e. Associates, Bachelors or Master's degree), which the City acknowledges may temporarily exceed the \$10,000.00 annual cap.

2. The City will not reimburse employees for any other expenses related to the taking of college courses other than reimbursement for tuition, required textbooks and mandatory technology fees as set forth in this Section.

3. With the exception of the five (5) "grandfathered" employees, eligibility for reimbursement for tuition, required textbooks and/or mandatory technology fees shall only be for courses that are police-related in the sole discretion of the Police Chief.

4. To the extent that the annual funding for tuition, required textbooks and mandatory technology fees for the "grandfathered" employees does not exceed \$10,000 during any calendar year, the amount remaining available for reimbursement of other employees shall be available on a first-come first-served basis based upon the date that the request for reimbursement and syllabus or course description is received by the Police Chief, with ties (i.e. requests submitted on the same date) to be broken by seniority.

5. Employees that are hired after July 1, 2009 shall not be eligible for any reimbursement for college tuition, related textbooks, technology fees or any other expenses related



to the taking of college courses.

6. Private school tuition reimbursement rates shall be capped based on the per credit cost at Rutgers University for the semester during which reimbursement is sought.

7. Requests to take police related courses must be submitted with a syllabus and/or course description to the Police Chief or his designee at least sixty (60) days prior to the beginning of the semester. Said request shall be approved in writing at the sole discretion of the Police Chief subject to the restrictions set forth in this Article.

8. To be eligible for reimbursement, the Employee must provide a transcript evidencing a "C" grade or higher and must submit a copy of the bill and, if applicable, proof of payment. The City will reimburse the Employee no later than sixty (60) days following receipt of the required information.

ARTICLE XX

LONGEVITY

A. In addition to the salary noted in **Schedule A** longevity pay will be paid as follows, to employees hired before May 21, 2010, as determined by employment anniversary date:

**After five (5) years of service to tenth (10th) year
inclusive.....2½% of Base Salary per annum**

From eleventh (11th) year to fifteenth (15th) year

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inclusive.....5% of Base Salary per annum

From sixteenth (16th) year to twentieth (20th) year

inclusive.....7½% of Base Salary per annum

From twenty-first (21st) year to twenty-fourth (24th) year

inclusive.....10% of Base Salary per annum

From twenty-fifth (25th) year to retirement

inclusive.....12½% of Base Salary per annum

Longevity shall be calculated by adding the officer's annual base salary in Schedule A, plus college incentive pay, plus Senior Officer Differential (S.O.D.), multiplied by the applicable longevity percentage. This formula shall memorialize past practice.

B. If an Employee's starting date falls between January 1st and June 30th, inclusive, of a given year, his anniversary date for purposes of this **Article** shall be deemed to be January 1st of that year. When an Employee's starting date falls between July 1st and December 31st inclusive, of a given year, his anniversary date for purposes of this **Article** shall be deemed to be July 1st of that year.

C. For the purposes of this section, "service" is defined as employment within the and for the City of Clifton.

D. Longevity pay shall be paid at the same time and in the same manner as regular salary.



E. No Employee that was hired by the City on or after May 21, 2010 that is promoted into the S.O.A. will receive Longevity pay.

ARTICLE XXI

HOSPITALIZATION AND INSURANCE

A. Hospitalization and Medical Coverage

The City shall provide to all employees covered hereunder and to their eligible dependents, except as modified herein, the Blue Cross/Blue Shield medical and hospitalization plans known as the Preferred Provider Option ("PPO"), Direct Access ("DA") and Omnia Plan, to include the prescription plan in effect as of the date of this contract. The City reserves the right to add an additional a different optional insurance plan to replace the OMNIA plan.

The aforementioned medical and hospitalization coverage will also continue through the end of the calendar year during which each dependent attains his or her 26th birthday, for all dependent members of the immediate family of such employee who are full-time students at a recognized duly certified secondary school or institution of higher learning pursuing a prescribed course of study at any such school or institution for which course credits are given, or who are "disabled" within the meaning of that term, as defined by N.J.S.A. 54:1-2(f).



B. The City will continue to provide to all employees covered hereunder and to their eligible dependents, except as modified herein, a group dental plan with equivalent coverage to the one presently provided, including orthodontic benefits, for the term of this Agreement. Coverage for dependents will be as described in Section A above.

Copies of all policies affecting the employees covered by this Agreement shall be on file and available for inspection at the office of the City Clerk of the City. The following conditions shall apply to the hospitalization and medical coverage provided by the City:

1. Deductibles: The employer shall have the right to implement up to a Two Hundred (\$200.00) Dollar deductible for individual subscribers and up to a Four Hundred (\$400.00) Dollar deductible for family subscribers. Deductibles for the Omnia Plan shall be set by the Plan Document according to the Tier assignment of the physician or facility.

2. Physician Co-Pays: The PPO physician visit co-pay shall be Twenty Five Dollars (\$25.00) per visit effective January 1, 2018. The DA physician visit co-pay shall be Ten Dollars (\$10.00) per visit. Co-pays for the Omnia Plan shall be set by the Plan Document according to the Tier assignment of the physician or facility.



3. Prescription Drug Co-Pays: For the purpose of the City providing prescription coverage to Employees, the co-pay for each prescription for "non-generic" drugs shall be Twenty Five Dollars (\$25.00) effective January 1, 2018. There shall be no co-pay for "generic" prescriptions.

4. Employee Contributions: All employees will pay a contribution to health insurance premiums, including prescription and dental, based upon pensionable base salary. Retiree and employee health benefit contributions shall be governed by the terms and rates set forth by New Jersey Statutes including N.J.S.A. 40A:10-21.1 and N.J.S.A. 52:14-17.28, et seq. (P.L. 2011, Chapter 78) which are incorporated by reference as if set forth herein at length, and as may be amended or modified by any applicable judicial ruling or legislation.

5. Dependent Coverage: All health insurance coverage hereinabove in **Paragraph A** are hereby extended to cover, to the extent hereinafter more particularly set forth, all dependent members of the immediate families of all of the Employees of the City. Such insurance coverage shall be extended to cover, through the end of the calendar year during which each attains his or her twenty-sixth (26th) birthday, all of the dependent members of the immediate families of the City's Employees who are full time students at a recognized, certified, secondary school or institution of higher learning pursuing a prescribed course of



study at any school or institution for which course credits are given or who are "disabled" within the meaning of that term as defined at **N.J.S.A. 54:1.2(d)**.

C. **Dental Coverage**: The City will continue to provide, at no cost to the Employee, for each employee, the current group Blue Cross/Blue Shield Dental Plan including orthodontic benefits, for the term of this Agreement or a plan that is equal to or better.

D. **Life Insurance**: The City will provide a Ten Thousand (\$10,000.00) Dollar life insurance policy for all Employees covered by this Agreement under the age of seventy-five (75). For Employees seventy-five (75) and up, the amount of said life insurance shall be Two Thousand Five Hundred (\$2,500.00) Dollars; and a One Thousand (\$1,000.00) Dollar policy shall be provided to all retired Employees for the first five (5) years of retirement only.

E. **Coverage For Certain Disabled Employees**: The covered employee shall receive at no cost to the Employee, all insurance coverage as set forth in Paragraph A of the **Article** until his or her seventy-fifth (75th) birthday if he or she becomes totally and permanently disabled for further duty as a Police Officer as the direct result of a "traumatic event occurring, during, and a result of the performance of duty" and is awarded an accidental

disability retirement benefit by the Police and Firemen's Retirement System.

F. **Retiree Coverage**: All health insurance coverage hereinabove in **Paragraph A, B and C** hereof are hereby extended to cover Employees and their families from their forty-fifth (45th) birthday to the seventy-fifth (75th) birthday. However, from age 65 to age 75 retirees will be covered by the Direct Access Plan, which will be secondary to Medicare. For any such Employee who qualified for retirement and retires in compliance with requirements of the Police and Firemen's Retirement System established and maintained under the Laws of the State of New Jersey or who is also eligible for retirement under N.J.S.A. 40A:10-23 and who shall not, at the time of such retirement have yet attained the age of seventy-five (75) years, provided, however, that any such retired Employee otherwise qualified for such coverage in accordance with the terms of this paragraph shall not qualify therefore and shall not be so covered by the City while he or she is employed on a regular basis and such employment provides health insurance coverage not less than those specified in **Paragraph A** hereof above. If an Employee retires prior to his or her forty-fifth (45th) birthday, he will be eligible to pay to the City the annual premium for such insurance coverage on an annual basis until such Employee attains his or her forty-fifth (45th) birthday, or is otherwise not eligible for

such coverage under the terms of this paragraph. Subject to the rules of the carrier, this coverage may be obtained after age seventy-five (75) as well.

G. **Early Retirement:** Any Employee qualified to pay the annual premiums to the City for insurance coverage listed in Paragraph F above, prior to age forty-five (45), who does not elect to do so, shall not be eligible to have the City pay for such insurance coverage after age forty-five (45).

H. **Changes in Plans or Carriers:** The City may, at its option, change any of the foregoing plans or carriers so long as equal to or better coverage is provided if the PPO or DA plans are changed. However, the third optional plan offered by the City (currently OMNIA) need not be equal to or better than the current optional plan.

I. **Medicare Premiums:** Employees shall continue to be responsible for the cost of Medicare premiums upon attaining Medicare eligibility and shall enroll in Medicare Part A and Part B upon eligibility at which time the City's health insurance plan in effect at that time shall become secondary to Medicare. Should an eligible employee fail to enroll in Medicare Part A and Part B, the employee's benefits shall be reduced by the amount that Medicare would have paid had the employee enrolled.



J. **Coverage if Killed in Line of Duty:** In the event an employee employed as a Police Officer of the City is killed in the line of duty, the City of Clifton shall provide all hospitalization and medical coverage through the employee's Blue Cross/Blue Shield selected policy and all other existing insurances including prescription coverage to the spouse of the deceased officer until the earliest of the spouse becoming eligible for Medicare or attaining the age of sixty-five (65) and all dependent members of the immediate family of the deceased officer in accordance with paragraph B. above. Death "in the line of duty" shall be defined as death of an employee in active service as a result of an accident met in the actual performance of duty at some definite time and place, and such death was not the result of the employee's willful negligence. Deductibles, physician co-pays and prescription co-pays set forth in Section A shall apply to coverage provided pursuant to this Section.

K. **Coverage For Non-Line of Duty Death:** In the event of the death of any employee employed as a Police Officer of the City while not in the line of duty, or any retired employee covered by this agreement that dies prior to age 65, the City of Clifton shall provide all hospitalization and medical coverage through the employee's Blue Cross/Blue Shield selected policy and all other existing insurances including prescription coverage to the spouse of the deceased officer and all dependent members of

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the immediate family of the deceased officer in accordance with paragraph B, above, for two years from the date of death. It is expressly understood that this provision shall not apply to any officer who dies while engaged in or as a result of his or her unlawful act. Deductibles, physician co-pays and prescription co-pays set forth in Section A shall apply to coverage provided pursuant to this Section.

L. **COBRA Rights**: Spouses of retired employees and eligible dependent children of retired employees, at the expiration of the City's requirement to provide health insurance benefits following the death of the retired employee, may purchase medical benefits through the Consolidated Omnibus Reconciliation Act of 1985 (C.O.B.R.A.) program at their own expense in accordance with applicable C.O.B.R.A. guidelines.

M. **Health Insurance Opt-Out**: Employees that receive the City's health insurance coverage shall be eligible for an opt-out bonus when they waive the City's health insurance coverage subject to the following procedures and limitations:

1. Employees who have other available health insurance, other than through another City employee, will have the opportunity during the annual open enrollment period in June of each year to elect to waive the City's health insurance coverage effective on July 1 of that year.

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2. Any employee who waives health insurance coverage as provided for above shall be entitled to an opt-out bonus of twenty five percent of the savings to the City on account of the waiver, or \$5,000.00, whichever is less. The waiver terms are fully set forth in the City of Clifton Policy for Waiver of Health Insurance Coverage Sharing of Premium Savings.

3. This opt out bonus shall be paid in twenty-four (24) equal installments annually, with one installment paid along with the regular payroll beginning with the first payroll date in July of the applicable year.

4. If the employee is terminated or leaves employment with the City for any reason after becoming entitled to the opt-out bonus, the employee's entitlement to continue receiving installments pursuant to subparagraph c. above shall cease upon the effective date of the employee's termination or last date of employment with the City. The employee's last installment of the opt-out bonus, therefore, shall be prorated based upon the employee's last date of employment with the City.

5. To be eligible for the opt-out bonus, the employee must provide proof of alternative health insurance coverage for the employee, and, if applicable, for any eligible dependents.

6. An employee who has waived the City's health insurance coverage during the annual open enrollment period may opt back in upon thirty (30) days' written notice to the City.



The written notice must set forth the changed circumstances that now require the employee to receive health insurance coverage through the City in accordance with the terms of the Agreement. The employee's entitlement to installments toward the opt-out bonus shall cease upon the effective date that the employee's City-provided health insurance coverage is reinstated. Any employee who opts back in after receiving the opt-out bonus installments must reimburse the City for the pro-rata share of the opt-out bonus to which the employee is no longer entitled.

ARTICLE XXII

DETECTIVE AND MISCELLANEOUS INCREMENTS

Effective January 1, 2018, this provision will be deleted.

ARTICLE XXIII

SALARIES

A. Employees covered under this Agreement will receive salaries pursuant to **Schedule A**.

B. **Senior Officer Differential**

Effective July 1, 1988, there shall be implemented a Senior Officer Differential benefit. The Senior Officer Differential will be a base wage position on the salary schedule for persons of all ranks who have completed twenty (20) years of Police service. Effective January 1, 2010, the Senior Officer Differential will be a base wage position on the salary schedule



for persons of all ranks who have completed nineteen (19) years of Police service. Effective January 1, 2019, Senior Officer Differential shall be capped at \$8500 for Sergeants and \$9500 for Lieutenants and Captains.

Upon attaining Senior Officer status, the Employee will have his base rate of pay increased by one-half ($\frac{1}{2}$) the amount between his current pay and the next rank base pay. For example, a Sergeant, upon completion of nineteen (19) years of service, would receive a base rate of pay equal to Sergeant's base rate plus one-half ($\frac{1}{2}$) of the difference between Sergeant's top step base pay and a Lieutenant's top step base pay. The only exception to this will be that the Captains will receive the same Senior Officer Differential as the Lieutenants.

The Senior Officer Differential base rate of pay would be used for all computations based upon rate of pay.

Any employee promoted into the SOA that was hired after July 1, 2013 shall maintain the same SOD, if any, that he or she had while in the rank and file unit.

C. Rank Differential

There shall be a minimum of a twelve percent (12%) rank differential between the top steps of each rank in the SOA.

ARTICLE XXIV

CLOTHING ALLOWANCE

A. Employees shall receive an annual clothing allowance at



the following rate:

2017:	\$700.00
2018:	\$800.00
2019:	\$800.00
2020:	\$800.00

Commencing in 2018, the clothing allowance is paid in one lump sum on December 15th of each year. The clothing allowance will be proportionally prorated for employees that retire.

ARTICLE XXV

PAYMENT FOR DISABILITY AND ALTERNATIVE

ASSIGNMENTS/ADMINISTRATIVE DUTY

A. The City agrees to pay employees at their regular rate of pay during periods of disability due to illness or injury for a period of three (3) months from the date of such disability provided: 1) The employee is incapable of performing his duties as a Police Officer; 2) The disability is established by the City Physician or his designee; and 3) The employee has no available sick time for non-work related illness or injury.

B. The City, at its option, and upon certification by the City Physician, or his designee, may extend the disability pay for no more than three (3) additional separate periods not exceeding three (3) months each. Thus, any employee may receive a maximum of four (4) three-month periods of payment at their regular rate of pay during a five (5) year period for the same



illness or injury. The City Physician, or his designee, must certify that the employee is incapable of performing his duties as a Police Officer each time in order for the employee to have the right to each additional three-month extension. At the conclusion of twelve (12) continuous months of illness or disability, the Employee will agree to resign or retire if he or she has not been cleared by the City's physician to resume full duty.

C. In the event the City Physician, or his designee, does not certify that the injury or illness can be cured within one (1) year, no leave of absence shall be granted under this

Article.

D. For in the line of duty injuries, after being absent from work for one year, if the employee's doctor certifies that, within a reasonable degree of medical certainty the Employee should be capable of returning to work full duty within six (6) months, then the Employee may apply for one additional unpaid leave of absence for a maximum of six (6) months. The City, in its sole discretion, may agree to extend the unpaid leave. If, at the conclusion of such leave of absence and any approved extension, the employee has not been cleared by the City's physician to resume full duty, the Employee will agree to resign or retire.

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E. Alternative Assignments/Administrative Duty
Assignments.

This provision shall cover those circumstances when an employee is ill, injured or otherwise under a physician's care, whether work related or not, and is unable to perform all of the functions normally performed by one on full Police duty, but is able to work an alternative assignment. This provision provides an opportunity for such an employee to report to work and avoid utilization of sick time or injured on duty time by being placed on alternative assignment status. There shall not be any differentiation in alternative assignment availability based upon whether or not the cause of the employee's condition is duty related or not. Available alternative assignments as determined by foregoing document shall be made available to all Police Officers falling into these categories subject to the ability of the individual to perform the required duty as determined by the provisions of Section 2 hereunder.

The following conditions shall control alternative assignment status:

1. An employee shall not be compelled to work if he is unable to walk unassisted.
2. An employee shall be authorized for alternative assignment by his treating physician and the physician for the City. In the case where the two medical opinions differ, the City

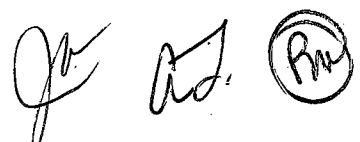
  

physician and the treating physician shall mutually appoint an independent physician whose opinion shall govern. The City shall provide in advance to all treating physicians mentioned above, a description of the available alternative assignment/administrative duty, including but not limited to, a description of any and all physical requirements of the particular assignment.

3. An employee on alternative assignment status shall not perform a function that requires direct contact with persons in custody.

4. Transportation to and from work within the borders of the City shall be provided by the City if the Officer is unable to transport himself as determined by the treating physician(s) mentioned in paragraph two above. The transportation shall not be unreasonably delayed to require the employee to remain at work beyond the conclusion of his/her administrative assignment.

5. An employee on alternative assignment status shall be permitted all necessary time off for physician visits, therapy or any other treatment related purpose. Employees who suffer an on the job injury shall not lose time or compensation for all such medical visits. However, those Officers not injured on the job must utilize their available paid leave time or not get paid for all time spent in such medical visits. For purposes of this



contract article, an on the job injury shall be defined in accordance with the New Jersey Workers' Compensation Laws governing injuries which occur during the course of and which arise out of the employment.

6. An employee offered alternative assignment shall have a certification from the doctor that he will be able to return to full employment within one year of the date of the injury or illness provided no unforeseen complications develop. This provision is intended to separately apply to each distinct injury or illness suffered by an employee or where an employee suffers a reoccurrence of an injury or illness of the same condition caused by an independent event. In all such cases, the one year provision described herein shall run anew. (E. included on 12-2-96) (AR-95-454)

7. Employees shall provide their own transportation while off-duty to and from medical visits or physical therapy in connection with injuries sustained in connection with their employment. Employees shall not be entitled to overtime pay for any time spent during his or her off-duty hours for medical visits or physical therapy in connection with injuries sustained in connection with their employment, except as required on the date of the original injury.



ARTICLE XXVI

SICK LEAVE AND TERMINAL LEAVE

A. Except as otherwise provided in this Article or by law, each employee shall earn fifteen (15) sick days per year of service, which days shall be deemed to accumulate from year to year if not used. If an employee becomes sick after he or she reports to work, the time remaining on his or her shift shall be deducted from his or her sick bank. No employee shall be permitted to utilize more sick days than he or she has accrued. After all sick time has been utilized, a employee may use time from his or her vacation, accrued or compensatory banks of time, or may apply for disability leave in accordance with the City's disability policy.

Employees that have already exhausted their sick time bank as of December 31, 2016 and currently have a negative balance shall be credited with 15 sick days on January 1, 2018 and each year thereafter. However, 10 of those sick days shall be applied toward arrears and those employees may only use a maximum of up to five sick days in a calendar year after five days are used, those employees must use other banks of time in order to be paid.

Employees currently in arrears will be required to pay the City as a set off, one-half of any time that accrued while the employee was in arrears in sick time, i.e., if an employee retired with 1984 hours in arrears in sick time, the employee



shall forfeit one-half of any vacation time, compensatory time, accrued time or personal time that he earned in one calendar year, which is currently based on 1984 hours. Going forward, no other employee may go into the negative sick time balances

B. Any leave taken in accordance with **Article XXV, Payment for Disability**, shall utilize any accumulated sick days under **Paragraph A** of this **Article**. Whenever an Employee is injured in the line of duty, he shall not be charged with sick leave but shall be carried as "excused from duty."

C. A terminal leave benefit of fifty (50%) percent of the sick days earned but not taken, as amended below, shall be paid to each Employee upon condition that he elects an "ordinary service retirement" pursuant to then existing New Jersey Statutes. The term "ordinary service retirement" shall also encompass disability retirements of Employees pursuant to law.

D. Effective January 1, 1989, there shall be a sick leave cap of two hundred sixty (260) days accumulative for purposes of terminal leave at fifty (50%) percent of the Employee's then current value at retirement (maximum of one hundred thirty (130) days). If an Employee has, as of December 31, 1988, a personal accumulation in excess of two hundred sixty (260) days, said Employee shall be entitled to use that higher number as the Employee's own personal cap. For example, if a hypothetical Employee currently has three hundred (300) days of accumulated



sick time as of December 31, 1988, said Employee shall be entitled to a maximum cap for terminal benefit purposes of fifty (50%) percent of three hundred (300) days. If an Employee has two hundred sixty (260) or less days accumulated as of December 31, 1988, said Employee would be limited to the two hundred sixty (260) day cap for terminal leave compensation purposes. The terminal cap in no way limits the amount of sick days that an Employee may accumulate or use during the Police Officer's career. The sole limitation of the cap is to limit the amount of days that can be subject to the fifty (50%) percent formula for compensation purposes upon retirement.

Attendance Bonus: Effective January 1, 1989, at the end of each calendar year of this Agreement, any Employee who has accumulated more than two hundred sixty (260) or more sick days shall have the right to be paid an attendance payment equal to fifty (50%) percent of the sick days earned in and not used in that calendar year to a maximum of seven and one-half (7½) days. The attendance payment shall be made within one (1) month at the close of the calendar year in which it is earned. Any Employee seeking to exercise his right to an attendance payment must make a request for same, in writing, on or before January 15th of the year following the year in which the attendance payment was earned.

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E. The terminal leave and compensatory time benefit due any Employee shall be paid to said Employee in either of the two (2) following manners which may be selected by said retiring Employee.

1. The total salary due such Employee for such terminal leave/compensatory time shall be paid in equal biweekly installments as shown and authorized by the City's regular payrolls approved for payment during the period of such terminal leave; or

2. The total salary due such Employee for such terminal leave/compensatory time (overtime) payment shall be paid in a lump sum payment with the initial payment being made at the time of retirement but limited to the total salary funds available in Municipal Budget in the retirement year. The balance, if any, shall be paid within 3 installments over a period of not more than 18 months. If the employee chooses lump sum payment said employee will cease to accrue vacation days, personal days, compensatory days and sick days as of the date he ceases employment status for the City.

3. All retiring Employees accepting a lump sum payment will be entitled to the following:

a. All benefits negotiated during the Employee's retirement year which are permitted by contract or law to be retroactive.



b. Only earned and accumulated vacation days as of the date of retirement.

c. Employees who retire between January 1st and June 30th will receive one (1) compensatory day plus one (1) personal day, if unused.

d. Employees who retire between July 1st and December 31st will receive two (2) compensatory days plus (2) two personal days, if unused.

F. In the event any Employee, while actively employed by the City, shall decease, then payment of fifty (50%) percent of accumulated sick leave which leave shall be earned or accumulated in accordance with this **Article**, shall be made to the Employee's spouse and/or children, if any.

ARTICLE XXVII

PROMOTIONAL PROCEDURE

A. The position of persons currently on terminal leave status who have completed their active duty shall be filled by promotion forthwith in accordance with present promotional procedures.

B. Persons so promoted to positions technically occupied by officers on terminal leave status shall continue to receive the pay and benefits of their prior rank, unless and until one of the following events occurs, in which case they shall immediately receive from that point forward the pay and benefits of the newly



promoted position:

1. The Employee on terminal leave status completes said Employees respective terminal leave.

2. The Mayor and Council of the City provides the full compensation of the newly promoted rank position.

C. In the event either (1) or (2) above occurs, the Municipal Council will provide the funds in future years budget to cover the additional costs for the officers promoted.

D. The SOA and the promoted Employee hereby waives all rights to file any grievance, unfair labor practice, or other action as a result of this Agreement.

ARTICLE XXVIII

SEPARABILITY AND SAVINGS

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

ARTICLE XXIX

DEATH BENEFITS

The City will maintain in its annual budget the sum of Four Thousand (\$4,000.00) Dollars, out of which sum, shall be paid to

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the widow, if any, or, if none, to the estate of covered Employees, who have died during the term of this Agreement, in accordance with **Article XXVI**, compensation for all unused compensation time, plus all overtime, personal time, and vacation time. This compensation shall be computed at the wage rate at the time of accumulation.

ARTICLE XXX

LEGAL COUNSEL

During the term of this contract, there may arise instances where the City provides, at the City's expense, legal counsel for the defense of an employee or employees in accordance with the provisions of **N.J.S.A. 40A:14-155**. In any such instance, the City agrees to furnish to the Association or the employee or employees thereof involved, a list of attorneys approved by the City to defend any such employee(s). The employee(s) involved shall have the option of selecting from such list the attorney who shall handle his, her or their defense. During the term of this Agreement, the City agrees to add to such list any additional attorneys who shall agree to accept and be bound by the criteria covering compensation as established by the City for inclusion on such list. Said criteria covering compensation shall not be reduced during the term of this Agreement.



ARTICLE XXXI

RULES REVIEW COMMITTEE

There shall be appointed a joint committee composed of four (4) members, two (2) to be appointed by the City and two (2) by the Association, to review and make written recommendations regarding the Rules and Regulations governing the Police Department.

ARTICLE XXXII

POLICE DEPARTMENT SAFETY COMMITTEE

The parties hereby agree to establish a health and safety committee with jurisdiction over all matters of health and safety of the Employees covered by this Agreement. Such jurisdiction of this committee shall include, but not be limited, by the following: Police Department personnel, equipment, emergency equipment, Police Department vehicles, protective equipment, weapons, procedures, numbers of personnel required to accomplish specific tasks, departmental facilities, Police Officer, prisoner and public safety, and other related matters.

Said committee shall be comprised of an equal number of Employer representatives and SOA representatives. The committee shall have the right to make advisory recommendations to the City and the SOA. Said committee shall meet not less than once every two (2) months at a mutually convenient time and place. Any



person may submit suggestions to the committee members either orally or in writing.

ARTICLE XXXIII

AGENCY SHOP

A. The City agrees to deduct the fair share fee from the earnings of those Employees who elect not to become members of the Association and transmit the fee to the majority representative.

B. The deduction shall commence for each Employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

C. The fair share fee for services rendered by the Association shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Association, less the cost of benefits financed through the dues and available only to members of the Association, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

D. The sum representing the fair share fee shall not reflect the costs of financial support of political causes of candidates, except to the extent that it is necessary for the

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Association to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the Employees it represents, advances in wages, hours, and other conditions of employment which ordinarily cannot be secured through collective negotiations with the City.

E. Prior to January 1st and July 31st of each year, the Association shall provide advance written notice to the New Jersey Public Employment Relations Commission, the City and to all Employees within the unit, of the fair share fee for services enumerated above.

F. The Association shall establish and maintain a procedure whereby any Employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the City or require the City to take any action other than to hold the fee in escrow pending resolution of the appeal.

G. The Association shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the City, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed

deduction.

H. Membership in the Association is separate, apart and distinct from the assumption by one of the equal obligations to the extent that he has received equal benefits. The Association is required under this Agreement to represent all of the Employees in the bargaining unit fairly and equally, without regard to Association membership. The terms of this Agreement have been made for all Employees in the bargaining unit, and not only for members in the Association and this Agreement has been executed by the City after it satisfied itself that the Association is a proper majority representative.

ARTICLE XXXIV

WORK SCHEDULES

A. A shift differential benefit (SD) shall be granted to the following personnel:

1. All employees working a twenty eight (28) day schedule, including but not limited to the Detective Bureau, Juvenile Bureau, Tactical Squad and Community Policing Officers shall be entitled to 1 (one) SD day off in accordance with the duty roster for each cycle, provided they work a rotating shift having no regular recurring day off.

2. Members of the Police Department working a rotating shift with at least one (1) weekend day off per week shall be entitled to one (1) SD day per month.



3. Members of the Police Department working a non-rotating shift with at least one weekend day off per week that ends later than 1900 shall be entitled to one SD per month.

4. The SD day shall be used when scheduled or within thirty (30) days of scheduling with the approval of the immediate supervisor.

B. It is understood that the City shall not unilaterally change the regular squad system without prior negotiations thereof; however, it is agreed that the Chief of Police, or his designee, shall have the right to make such adjustments in individual schedules as he shall deem necessary during any emergency period or in accordance with current practices.

C. Preference for shifts shall be on a seniority basis subject to the needs of the Department and approval of the Chief of Police.

D. Nothing contained herein shall affect the City's right to staff the Police Department as it sees fit, change assignments and/or to transfer individuals in accordance with and subject to law.

E. The Chief shall advise the SOA, in writing, on a quarterly basis of the setting of manning and staffing levels for bargaining unit personnel.

F. The term SD day shall replace any previous reference to "Kelly Days" or "K Days" for all departmental purposes. (A-F,

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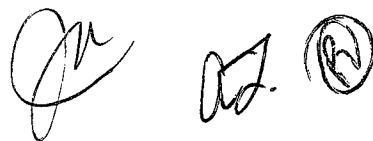
revised 4-96 AR-96-551)

G. The work schedule shall be five (5) days of work, followed by two (2) days off, followed by five (5) days of work, followed by three (3) days off, and so on. This is commonly referred to as the "5-2 / 5-3" work schedule. Each work day shall be eight (8) hours and twenty (20) minutes duration, which shall include appropriate meal and rest periods per prior practice. The "5-2 / 5-3" work schedule shall be applicable to all Patrol Personnel. All other personnel, including but not limited to Traffic, Detective Bureau, Administrative Services and Community Policing, shall have an equivalent amount of work provided annually accomplished with individual unit adjustments to equalize the annual work obligation. The Association hereby agrees that the work schedule that has been in place from September 2004 to the date, and the related SD Days provided to employees in accordance with Section A of this Article are deemed acceptable to the Association and the Association hereby waives any right it may have to file a grievance concerning this work schedule or the related shift differential days.

ARTICLE XXXV

INSURANCE

The City 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.

ARTICLE XXXVI

INSURANCE CHANGES

Any proposed change in the insurance program(s) shall have as the condition precedent a thirty (30) day notice period given to the SOA. At the time of the initial notice of the intended change, the Employer shall supply the PBA with full details of the proposed change including, but not limited to, the full insurance plan document and all materials necessary to fully evaluate the program.

Nothing herein however shall prohibit the employer from changing the insurance provider, provided the coverage is equal to or better than the existing insurance, and provided there is no loss of benefit to the employee. The time limitation stated above shall apply.

ARTICLE XXXVII

STATE PBA OFFICE

In the event that the Delegate from the SOA is elected to the position of President or Executive Vice-President of the New

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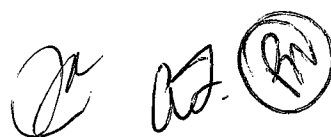
Jersey State PBA then said employee shall be permitted such time off as is necessary by adjustment of schedule to fulfill the obligations of the said position. At all times the Delegate so elected shall maintain his full time employment job status with the City and shall continue to accrue seniority for all purposes as though he/she were on full time active duty at the Clifton Police Department. In the event that the delegate from the SOA is elected to the position of President or Executive Vice President of the New Jersey State PBA, said employee shall be permitted to adjust his work schedule to fulfill the obligations of said position. Any change in the work schedule shall be subject to the needs of the department and approved by the Chief of Police. Any time off in accordance with this article shall be served within thirty (30) days, unless otherwise approved by the Chief of Police.

ARTICLE XXXVIII

PRINTING OF AGREEMENT

A. Within sixty (60) days after the signing of this Agreement, the parties agree to have printed not less than three (3) copies of the Agreement.

B. The cost of the printing of the Agreement shall be borne equally by the parties.



ARTICLE XXXIX

FULLY BARGAINED PROVISIONS

A. 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.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.



ARTICLE XL

DURATION

This Agreement shall have a term from January 1, 2017 through December 31, 2020. This Agreement shall continue in full force and effect thereafter until a successor Agreement is executed.

IN WITNESS WHEREOF, the parties hereto have entered their hands and seals this 18th day of June, 2018.

ATTEST:

Nancy Ferrigno
NANCY FERRIGNO
Clerk, City of Clifton

CITY OF CLIFTON

By:

James Anzaldi
JAMES ANZALDI
Mayor, City of Clifton

ATTEST:

Dorothy Marmo

PBA LOCAL #36 S.O.A.

By:

Alan Fiorilla
ALAN FIORILLA,
President, S.O.A.

Paul Hasselberger
PAUL HASSELBERGER,
Vice-President, S.O.A.

SCHEDULE A

**PBA SOA - 2017 - 2020 SALARY GUIDE
ONE YEAR STEPS
BASE PAY**

	7/1/2017	7/1/2018	7/1/2019	7/1/2020
Sgt. A	126,051	126,681	127,315	127,951
Sgt. B	129,567	130,214	130,866	131,520
Sgt. C	132,421	132,421	132,421	132,421
Sgt. D	135,069	137,771	140,526	143,337
Lt. A	141,653	143,069	144,500	145,945
Lt. B	148,079	148,079	148,079	148,079
Lt. C	151,041	154,061	157,143	160,285
Capt. A	158,424	160,008	161,608	163,224
Capt. B	165,631	165,631	165,631	165,631
Capt. C	168,944	172,322	175,769	179,284

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