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AGREEMENT

BETWEEN

**BOROUGH OF BLOOMINGDALE
PASSAIC COUNTY, NEW JERSEY**

AND

BLOOMINGDALE PBA LOCAL 354

JANUARY 1, 1995 through DECEMBER 31, 1997

LAW OFFICES:

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PREAMBLE

WHEREAS, the parties hereto desire to set forth the terms and conditions of employment between the Borough and PBA Local 354, and

WHEREAS, the parties wish to comply with the objectives and policies set in N.J.S.A. 34:13A-1, et seq. (known as the Employer-Employee Relations Act;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Borough and PBA Local 354 agree as follows:

I - TERM OF AGREEMENT

This Agreement shall be deemed to have been in full force and effect from January 1, 1995 through and including December 31, 1997 (except where noted). All provisions and payments hereunder shall be made as soon after the execution of this Agreement as may be practical. Collective negotiations on the terms of a new Agreement shall commence no later than October 1, 1997, or as otherwise mandated by the New Jersey Employer-Employee Relations Act. This Agreement shall remain in full force and effect during the collective negotiations between the parties beyond the date of expiration on a new Agreement.

II - RECOGNITION CLAUSE

1. The Borough recognizes PBA Local 354 (hereinafter referred to as the "Association") as the sole and exclusive bargaining agent for all employees covered by this Agreement, excluding the Chief of Police, Captain, Lieutenant, and Special Police.

2. This provision shall be applied as provided by statute and applicable decisions of the courts and P.E.R.C.

III - AGENCY SHOP

1. Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Association within thirty (30) days thereafter, and any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a representation fee to the Association by automatic payroll deduction. The representation fee shall be in an amount equal to eight-five (85%) percent of the regular Association membership dues, fees and assessments as certified to the employer by the Association. The Association may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Association membership dues, fees, and assessments. The Association entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Association remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor Agreement between the union and the employer.

2. The Association agrees that it will indemnify and save harmless the Borough against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the Borough at the request of the Association under this article.

IV - HOURS OF WORK AND OVERTIME

1. Tour of Duty The work week shall consist of forty (40) hours, inclusive of Saturdays and Sundays. Use of the schedule in a discriminatory fashion may be grounds for filing a grievance, except that nothing herein shall prevent the Chief of Police or his designee from effecting a change in scheduling in case of a personnel shortage or an emergency situation.

2. Overtime Any work authorized in excess of an eight (8) hour day or forty (40) hour week by the Police Chief or his designee shall be considered overtime. The rate of compensation for said overtime shall be at one and one-half (1½) times the employee's hourly rate with the following exceptions regarding required attendance at official legal proceedings.

- | | |
|-------------------------|------------|
| a) Within Bloomingdale | \$50.00 * |
| b) Mutual Aid Community | \$60.00 ** |
| c) All Other | \$90.00 |

Where overtime is incurred by replacement of one officer by another, a sergeant is to be replaced by a sergeant, and a patrolman is to be replaced by a patrolman, whenever possible.

This provision is only applicable for off-duty time.

* Except for attendance at the Borough's official legal proceedings in Bloomingdale, attendance shall be required by subpoena in any civil matter.

** Butler, Kinnelon, Pompton Lakes, Wanaque, West Milford, Ringwood, Riverdale.

3. In the event an officer covered by this Agreement is required to assume tour commander's duties, he/she shall receive the rate of pay of his/her next highest rank for the period he/she assumes said duties.

V - COMPENSATION

1. Salaries The rates of compensation for annual salaries for police officers employed as of 12/31/94 within the term of this Agreement shall be increased over 1994 rates by four point five (4.5%) percent during 1995 and four point zero (4.0%) percent during 1996 and 1997 according to the following schedule of positions:

	<u>1/1/95</u>	<u>1/1/96</u>	<u>1/1/97</u>
Patrolman (hired on or before 12/31/94)	50,251	52,261	54,351
Sergeant	52,583	54,687	56,874
Detective Grade I	2,000	2,000	2,000

Any employee hired after 12/31/94 who is not PTC certified at the time of hire shall receive the salary scale hereunder commencing with an Academy rate of pay as defined in this Agreement. The academy rate shall be paid until completion of the last day of academy training or the employee's sixth month anniversary, whichever comes first.

Any employee hired after 12/31/94 who is PTC certified at time of hire shall receive the salary scale hereunder commencing with the starting base salary as defined hereunder by this Agreement.

	<u>1/1/95</u>	<u>1/1/96</u>	<u>1/1/97</u>
Academy	\$24,000	\$24,960	\$25,958
Patrolman			
Starting	26,000	27,040	28,122
1st year	30,850	32,084	33,368
2nd year	35,700	37,128	38,614
3rd year	40,550	42,172	43,860
4th year	45,400	47,216	49,106
5th year	50,251	52,261	54,351
Sergeant	52,583	54,687	56,874

Detectives shall receive the amounts set forth as an additional yearly allowance to their salaries. Detectives shall not be entitled to further payments for overtime or payments for court appearances. Any officer temporarily assigned to the Detective Bureau who is subject to the various call-outs for overtime assignments shall be entitled to compensation pro-rated for Detective with the number of days he has been assigned to the division. Increase in salary for Detectives shall be paid in two installments each year, the first installment due the first pay on or after July 1 and the second installment due the second pay on or after December 1.

2. Longevity In addition to the above annual salary each officer shall have added to his base pay a longevity increment, as of the anniversary date of his employment in his qualifying year, in accordance with the following schedule:

5 years - 3%	Three percent
10 years - 4%	Four percent
15 years - 5%	Five percent
20 years - 6%	Six percent
25 years - 7%	Seven percent

VI - VACATIONS

1. Full time employees shall be entitled to vacation leave with pay measured by the length of employment in service years which shall accrue on a prorated monthly basis as follows:

<u>Length of Employment in Service Years</u>	<u>Vacation Days</u>
For the first year	6
2-3	12
3-4	13
4-5	14
5-6	15
6-7	16
7-8	17
8-9	18
9-10	19
10-11	20
11-12	21
12-13	22
13-14	23
14-15	24
15-16	25
16-17	26
17-18	27
18-19	27
20 and over	28

2. All vacations shall be granted at the same rate of salary being paid at the time such vacation is taken provided postponements in vacation are not of the employee's choice.

3. Vacation schedules shall be established by the Chief of Police, or his designee, who may take into consideration the desires of the employees and their seniority in establishing said schedules.

VII - HOLIDAYS

1. Paid Holidays Each employee shall be entitled to thirteen (13) paid holidays to be scheduled by the Chief of Police, or his designee as follows:

New Year's Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day

Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day
One floating holiday

2. Work on a Holiday If an officer shall be required to work on one of the holidays designated above, he shall be paid at one and one-half ($1\frac{1}{2}$) times his hourly rate for having worked on that holiday and, in addition, shall receive one (1) compensatory day off with pay, said additional compensatory day to be scheduled by the Chief of Police.

3. Holiday on Day Off or During Vacation If a holiday occurs during an officer's vacation or regularly scheduled day off, he shall have an additional compensatory day off with regular pay scheduled by the Chief of Police.

4. Carry-over Vacation time accrued in any one year must be used not later than the next subsequent year.

VIII - COLLEGE CREDITS

A. 1. Compensation Rates For the duration of this contract, each employee (hired on or before December 31, 1994) shall be entitled to compensation for credits completed toward an A.A. or Bachelor's Degree in Police Science at the rate of \$22.00 per credit per annum with a maximum of \$1,600 per annum upon the attaining of an A.A. or Bachelor's Degree in Police Science.

2. An employee who has accumulated credits toward, or has acquired, an A.A. Degree in Police Science previous to his employment by the Borough shall be compensated for those credits

and/or degree as follows:

First year	none
Second year	15 credits
Third year	30 credits
Fourth year	45 credits
Fifth year	60 credits maximum

3. Conditions The following conditions shall apply for an employee to qualify for claiming benefits under this article.

a) To qualify for tuition benefits, the officer must be employed by the Borough for the entire semester for which he is claiming benefits.

b) The employee must notify the Chief of Police, or his designee, in writing by January 1 of the maximum number of credits which he may take in the coming year. This provision is waived for a new employee in the year in which he is first employed.

c) Verification of passing grades for credits claimed is required.

4. Credits qualified under this Agreement shall be compensated upon qualifications.

5. Payment for college credits shall be made no later than February 1 of each year.

B. Any employee hired after 12/31/94 shall be eligible for reimbursement for costs of tuition, books and fees for college credits not to exceed a Bachelors degree in Criminal Justice/Police Science. A Minimum grade of "C" or better per course is required for reimbursement.

1st year	no eligibility
2nd year	up to \$400
3rd year	up to \$800
4th year	up to \$1,200
5th year	up to \$1,600

All employees hired after 12/31/94 who are otherwise eligible to receive tuition reimbursement shall be permitted to apply to Three Hundred (\$300) Dollars of their annual eligibility amount towards commercially available training geared towards police service. This training shall include but is not limited to "Street Survival", Traffic School, Firearms, Defensive Driving etc. Specifically excluded would be health club or gym memberships or similar endeavors. The Chief of Police shall have the final decision as to whether or not the class is eligible for reimbursement.

Employees shall receive compensation within thirty (30) days of submission by voucher. Proof of payment and passing grade shall be attached to the voucher when submitted by the employee.

IX - CLOTHING ALLOWANCE

1. A standard list of clothing and gear needed for the performance of police duties shall be prescribed by the Chief of Police, or his designee. Initial issue of clothing and gear shall be provided by the Borough.

2. Each employee shall be compensated for the replacement of clothing and gear in the amount of Seven Hundred Fifty (\$750.00) Dollars in 1995; Seven Hundred Seventy-Five (\$775.00) Dollars in 1996 and Eight Hundred (\$800.00) Dollars in 1997. Payment is due

the first paydate on or after March 1. Uniforms are to be returned to the Borough upon termination of employment.

3. Bullet proof vests shall be provided at Employer expense to each new employee. Vest replacement for each employee covered by this Agreement shall be provided at Employer expense every three years but no later than April 1 in the third calendar year. The vest provided shall be that identified as American Body Armor (Level 3).

X - HEALTH BENEFITS

1. Medical Coverage The Borough shall continue to provide each employee with current medical, surgical and hospitalization coverage under Garden State Hospitalization and Guardian Major Medical or similar coverage. The cost of said coverage shall be paid by the Borough up to a full family plan depending on the marital status of the employee within the term of this Agreement. Coverage can be changed only to an equivalent or better coverage, provided that there is no additional cost impact to the employee.

All employees covered by this Agreement shall receive fully paid health benefits on retirement identical to those listed in Ordinance 7-93 upon completion of twenty-five (25) years of employment with the Borough or any disability retirement as referenced by N.J.S.A. 40A:10-23.

2. Dental Coverage The Borough shall continue to provide each employee with current dental insurance coverage as set forth in the New Jersey Delta Dental Service Plan or a similar coverage. Coverage can be changed only to an equivalent or better coverage, provided there is no additional cost impact to the employees.

XI - SICK LEAVE

1. Each permanent employee shall be entitled to fifteen (15) days sick leave per annum.

2. Each permanent employee may accumulate, without limit, his unused sick leave for sickness.

3. For purposes of retirement, employees may accumulate up to one hundred eighty (180) days of unused sick leave. Upon retirement, an employee may exercise one of the two following options:

a) To be reimbursed at the rate of one-half ($\frac{1}{2}$) days pay for each accumulated sick day up to a maximum of ninety (90) full days pay at the then-existing rate, or

b) To take terminal leave equal to the number of days so calculated up to a maximum of ninety (90) days.

4. Employees shall be paid one-half ($\frac{1}{2}$) their daily rate of pay on or before February 1st of the ensuing year for each unused sick leave day in the prior calendar year up to a maximum of six (6) days pay. All unused sick leave days shall be accumulated in accordance with paragraph three above, that is, for retirement accumulation and the balance thereof (difference between the leave bought back and the unused leave ¹) shall be applied to sick leave accumulation; or the employee shall have the option to be compensated at the rate of Ten (\$10) Dollars per day paid on or

¹ Example: An employee taking no sick leave during the year would receive six (6) days pay. Nine (9) days would be credited toward the sick leave accumulation for sick leave purposes and fifteen (15) days would be credited for terminal leave purposes.

before February 1st of the ensuing year for unused sick leave days and all to be applied to the accumulation reference in paragraphs two (2) and three (3) above. An employee must choose either the buy back provision of one-half ($\frac{1}{2}$) day pay for each unused sick day up to a maximum of six (6) sick days pay or the Ten (\$10) Dollars per day for each unused sick day option. The employee shall notify the employer by October 15th of each year regarding which option he elects.

5. At his discretion, the Chief of Police, or his designee, may require the employee to provide the Borough with acceptable medical evidence attesting to said employee's inability to work if the sick leave extends for three (3) consecutive working days or more than five (5) days during the course of one year. In the event acceptable medical evidence is so required but is not forthcoming, the employee shall be paid only for a maximum of three (3) days. Any period of illness in which consecutive days are taken as sick days shall count as one (1) day for the purpose of the requirement of medical evidence for taking five (5) days during the course of the year. Whenever reasonably possible, the employee must report the need for sick leave prior to his assigned starting time. An employee failing to do so will be considered absent without leave and may not be paid for that date, in the Chief's discretion.

XII - DISABILITY PAY

If the employee sustains any job-related injury, which is recognized as such and covered by Workman's Compensation Insurance,

the Borough shall insure payment of full salary to such employee for a period of up to one (1) year, or until such employee is placed on disability retirement, whichever occurs first. The employee shall endorse or pay over to the Borough temporary disability benefits received in connection with such job-related injury. The employee understands and agrees that they may be required to make reimbursement to the insurance carrier in the event of a third party action recovery, and that any such reimbursement will be in addition to paying over temporary disability benefits to the employer. There shall be no charge to an employee's sick leave in the event of any bona fide job-related injury. The employer shall have the right to require periodic medical examinations of employees on leave due to job-related injuries, at the expense of the employer.

XIII - BEREAVEMENT LEAVE

1. Each employee shall be entitled to three (3) personal days for the death of an immediate family member, or a member of the family living with the employee.

a) The immediate family shall include: employee's spouse, child, parent, brother or sister, the child, parent, brother or sister of the spouse.

2. Each employee shall be entitled to one (1) personal day for the death of grandmother or grandfather not residing in the employee's home. The Chief may, upon request by officers, and at the discretion, grant additional bereavement leave not exceeding three (3) days in total for the death of a grandparent.

XIV - PERSONAL DAYS

1. Each employee shall be entitled to use two (2) sick days per annum for attending to personal matters and said days shall be considered personal days. Election of days shall be approved by the Chief. One day will be deducted from sick day balances.

2. Personal days may not be accrued. Use of personal leave may be denied in the event of an emergency situation.

XV - LEGAL DEFENSE

1. In any matter in which a member of the bargaining unit is sued in a civil proceeding arising from the performance of his duties, the municipality shall provide defense counsel at it's expense.

2. If a complaint is filed against a member of the bargaining unit in a municipal court arising from the performance of his duties, the municipality shall provide defense counsel at it's expense.

3. If a member of the bargaining unit is indicted, the responsibility of the municipality to provide defense counsel or the cost thereof shall be as provided by law.

XVI - GRIEVANCES

1. A grievance is defined as any complaint of the Association or employee regarding wages, hours of work or other conditions of employment.

2. The following procedure is established for a grievance:

a) The grievance must be reported to the Office of the Chief of Police within fifteen (15) working days (excluding Saturdays and

Sundays) after the occurrence giving rise to the grievance or from the time the grievant(s) could reasonably have had knowledge of said event.

b) The Chief of Police shall discuss the grievance with the grieving party or representative within five (5) working days after his office has received notice of the grievance and shall answer the grievance, in writing, within five (5) working days (excluding Saturdays and Sundays) thereafter.

c) Within ten (10) working days after the Chief of Police has responded, or should have responded, the grieving party may file a written description of the matter grieved with the Office of the Borough Administrator, or his designee, who shall hear the grieving party or representative within five (5) working days after the written grievance has been filed. The Public Safety Committee shall render a written decision within five (5) working days after this hearing.

d) Within five (5) working days thereafter a written decision must be rendered by the Public Safety Committee. The grieving party or representative may file a written grievance with the Office of the Borough Clerk directed to the Mayor and Council. The Mayor and Council shall render a decision or hear the grieving party within seven (7) days after notice to the Borough Clerk's Office. If the grievance is heard, the grieving party may be accompanied by an Association representative(s) or an attorney of the party's choice or both. The Mayor and Council may render a written decision of the grievance within five (5) working days

after the date of the hearing.

e) The written decision of the Mayor and Council shall be final and binding, except that within fifteen (15) days after receipt of the decision, the Association may request arbitration of the grievance. The Arbitrators shall be selected mutually by the Association and the Borough from a panel of proposed arbitrators pursuant to the normal procedures adopted by the Public Employment Relations Commission. The arbitrator shall interpret the provisions of this Agreement and shall have no power to enlarge upon or reduce the obligation of the parties under this Agreement. Arbitration shall be binding upon the parties. Parties shall each pay their own expenses for representation; however, the cost of the Arbitrator's services shall be borne equally between the parties.

XVII - MANAGEMENT RIGHTS

1. Subject to the terms of the Agreement, the Borough 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:

a) The executive management and administration control of the Borough's government and its property and facilities for the activities of its employees.

b) The authority to hire all employees and, subject to the provisions of the law, to determine the qualifications and

c) The authority to promote, assign and transfer employees and to determine personnel staffing requirements.

d) The authority to take disciplinary action as needed.

e) The determination of the functions, missions, actions, policy and standards of service of the government.

f) The authority to determine the technology and techniques of providing services.

2. Nothing contained herein shall be construed to deny or restrict the Borough of it's powers, rights, authority, duties and responsibilities under any other national, state, county or local laws or ordinances.

XVIII - 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 not be affected thereby.

XIX - NO WAIVER

Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof.

XX - RETENTION OF BENEFITS

Except as otherwise provided herein, all rights, privileges and benefits which the officers have heretofore enjoyed and are presently enjoying, shall be maintained and continued by the Borough during the term of this Agreement at not less than the highest standards in effect at the commencement of these negotiations resulting in this Agreement.

XXI - EMPLOYEE RIGHTS DURING INVESTIGATIONS

When an officer is called to an "investigatory meeting" from which he can reasonably expect to receive discipline, the officer has a right to have union representation present if he so desires. In addition, the officer has a right to be notified in advance of the subject matter of an investigatory interview and be afforded the opportunity to confer with a union representative before the interview. This provision shall not apply to a criminal investigation.

XXII - JUST CAUSE PROVISION

No officer shall be reprimanded or deprived of any occupational advantage without just cause. All other disciplinary actions shall be as provided in Title 40A and shall not be grievable.

XXIII - PERSONNEL RECORDS

1. Any officer shall have the right to inspect his complete personnel file upon reasonable notice and at reasonable times upon request. A representative of the Association may be present when requested by the officer concerned.

2. No derogatory document or report shall be placed in an officer's personnel file without prior notice to the officer. In such case of derogatory materials, the officer shall have the opportunity to affix his signature to the copy to be filed with the express understanding that such signature in no way indicates Agreement with the contents thereof. The officer shall also have the right to submit a written answer to such derogatory material and his answer shall be reviewed by the Chief of Police, or his designee, and attached to the file copy.

XXIV - ASSOCIATION BUSINESS

1. Whenever any representative(s) of the Association is mutually scheduled by the parties to participate in negotiations (not grievance matters) during the employee's scheduled working hours, he shall suffer no loss of pay or other fringe benefits. Such representative(s) shall remain on emergency call and, if required by the commanding officer, shall respond to said emergency. Should more than two (2) men from any shift be required to attend negotiating sessions during their scheduled working hours, then, and in that event, the Association shall supply substitutes man-for-man so as to insure adequate manpower requirements, at no cost to the Borough.

XXV - OUTSIDE EMPLOYMENT

1. Members of the Bloomingdale Police Department shall be permitted to have outside employment as long as it does not interfere with the performance of their duties as members of the Police Department.

2. Uniformed outside employment, where allocated by the Chief of Police, shall be allocated equitably by him among the members who indicate they wish such assignment.

XXVI - OTHER MATTERS

1. The parties agree that as to all other working conditions and benefits, the provisions of N.J.S.A. 34:13A-5.3 shall govern.

2. This Agreement shall remain in full force and effect until its expiration date or until there has been a new Agreement entered. The benefits contained herein shall retroactively apply to January 1, 1995.

IN WITNESS WHEREOF, the parties hereto have subscribed their hands and seals at the Borough of Bloomingdale, New Jersey, this 18 day of January, 1995.

BLOOMINGDALE PBA LOCAL 354

MAYOR AND COUNCIL OF THE
BOROUGH OF BLOOMINGDALE

By: [Signature]

Steve Caputo

By: [Signature]

ANNE DU HAIME
MAYOR

ATTEST:

[Signature]
Borough Clerk