

AGREEMENT

Between

THE BOROUGH OF BERGENFIELD

and

BERGENFIELD POLICE OFFICER'S ASSOCIATION

P.B.A. LOCAL NO. 309

January 1, 2017 through December 31, 2017

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PREAMBLE

THIS AGREEMENT, effective as of the day of ,
2017 by and between the BOROUGH OF BERGENFIELD, NEW JERSEY
hereinafter referred to as the "Borough", and the BERGENFIELD POLICE
OFFICER'S BENEVOLENT ASSOCIATION, P.B.A. LOCAL NO. 309, hereinafter
referred to as the "Association", is designed to maintain and
promote a harmonious relationship between the Borough and such of
its Employees who are within the bargaining unit defined in Article
I hereof in order that efficient and progressive public service may
be rendered.

ARTICLE I

RECOGNITION

Section 1

The Borough hereby recognizes the Association as the exclusive majority representation within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq. for collective negotiations concerning salaries, hours of work, and other terms and conditions of employment for all Police Officers employed by the Borough excluding the Chief of Police and the Deputy Chief of Police.

Section 2

Unless otherwise indicated, the terms "Police Officer", "Employee" or "Employees" wherever used in this Agreement refer to all persons represented by the Association in the above defined bargaining unit.

ARTICLE II

MANAGEMENT AND POLICE OFFICERS' RIGHTS

Section 1

The Borough hereby agrees that every paid Police Officer shall have the right to freely organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental powers under the laws of the State of New Jersey, the Borough undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any Police Officer in the enjoyment of any rights, privileges, or benefits conferred upon police officers by the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1.1 et seq. or other laws of the State of New Jersey or the Constitutions of the State of New Jersey or of the United States. The Borough further agrees that it shall not discriminate against any Police Officer with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any lawful activities of the Association and its affiliates, collective negotiations with the Borough or the institution of any grievance under this Agreement with respect to the terms and conditions of employment.

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Section 2

Except as otherwise provided herein, 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. To the executive management and administrative control of the Borough Government and its properties and facilities and the activities of its employees;
- b. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignments and to promote and transfer employees;
- c. To suspend, promote, demote, transfer, assign, reassign, discharge, or take any other disciplinary action for good and just cause according to law.

Section 3

Nothing contained herein shall be construed to deny or restrict either party of or in its right, responsibilities, and authority, under N.J.S.A. Titles 11, 34, 40, 40A or any other national, state, county or other applicable laws.

Section 4

Neither the Association nor any of its members shall engage in any job action, strike, work stoppage, sit down, slow down, sick call action, boycott or any other form of interference with Borough operations during the term of this Agreement.

Section 5

The Borough will not engage in any lockout of employees covered by this Agreement during the term thereof.

ARTICLE III

SALARIES

Section 1

Employees' base salaries shall be as indicated on Schedules A-1 and A-2 annexed. Retroactive payments shall be made as soon after execution of this contract as is possible. Retroactive payments shall be applicable to all personnel who worked at any time during the term of this contract for their full period of service under this contract. Employees hired on or after January 1, 2014 shall be covered by the rates set forth on Schedule A-2 annexed. For employees hired on or after January 1, 2014, the "training step" shall be a twelve (12) month period.

Section 2

Increments shall be paid in accordance with past practice.

Section 3

Employees shall receive their pay in the following manner. They shall receive their pay in 26 installments within the calendar year representing the employee's salary as per ordinance. The pay date will be determined by an annual schedule maintained in the Finance Office and used to pay all Borough Employees. Since the Borough is maintained on a fiscal year Budget, 13 pay installments shall be made from January 1st through June 30th and an additional 13 pay installments shall be made from July 1st through December 31st. The Police Chief or designated supervisor may request the

checks at 3:00 PM of the prior business day for the purpose of PBA members completing their shift.

Section 4

Transfers - Patrolman with N.J. Certificate transferring to Bergenfield will be paid as follows:

- First Year - Receive 1st year Patrolman pay scale (until off probation).
- Second Year - With five years of experience, receives 3rd year pay scale.
- Third Year - With ten years of experience, receives 4th year pay scale.

Section 5

Effective January 1, 2005 there shall be added a "Senior Officer Differential" pay step applicable to all bargaining unit members with 20 years of creditable service. The annual amount of said step shall be \$2,500.00 which shall become a part of base pay, to be paid in 26 installments consistent with Section 3 of this Article, and paid along with regular payroll.

ARTICLE IV

LONGEVITY

In addition to salaries, wages or other payments hereunder, each police officer shall receive longevity compensation based upon years of service with the Borough as follows:

Six (6) through eight (8) years of service	1% of base pay
Nine (9) through eleven (11) years of service	2% of base pay
Twelve (12) through fourteen (14) years of service	3% of base pay
Fifteen (15) through seventeen (17) years of service	4% of base pay
Eighteen (18) through twenty (20) years of service	5% of base pay
Twenty-one (21) through twenty-three (23) years of service	6% of base pay
Twenty-four (24) and thereafter years of service	8% of base pay

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ARTICLE V

WORK SCHEDULE AND OVERTIME

Section 1

The current work schedule, 4/2; 5/2 with all members of Local #309 benefitting without prejudice, shall continue in full force and effect. The Employees agree to participate in required Firearms Qualifications on their own time, and to attend an Annual Departmental Meeting on their own time, as per past practice. In addition, the Employees agree to attend one four-hour training session per calendar year on their own time.

Section 2

Overtime shall be defined as any work in excess of forty (40) hours per week based upon usual shifts as averaged in accord with present procedure. For each such extra hour worked, overtime compensation or compensatory time in lieu of payments shall be calculated at one and one-half times the regular hourly base rate of pay.

Effective July 1, 2004 the maximum hours that may be accumulated in the compensatory time bank shall be 250 hours.

All hours (CTO) in excess of the stated annual limits shall be paid by the Borough not later than April 15 of each successive year. Each employee shall have the individual option of selling off (CTO) hours in excess of 250 at any time on not less than 30 days notice.

Section 3

Off-duty court appearances, excluding appearances in civil actions, shall be compensated at one and one-half times the hourly base rate of pay for all hours worked. The minimum compensation for off-duty court appearances shall be two (2) hours of overtime pay provided, however, that no overtime shall be paid to Captains.

Section 4

Whenever an employee covered by this agreement is recalled for any reason, he/she shall be compensated with a minimum of two (2) hours of overtime compensation.

Section 5

The Bergenfield Police Department work schedule for employees covered by this Agreement as in existence on July 1, 2013 shall continue and be maintained.

ARTICLE VI

CLOTHING ALLOWANCE

Section 1

Employees hired prior to July 1, 1992 shall receive an annual clothing allowance in the amount of \$950.00 with half being paid in the second pay check in the month of April and the remaining half to be paid in the second pay check in the month of October.

Section 2

Employees hired after July 1, 1992 shall receive an annual clothing allowance in the following manner.

- A. These Employees shall receive a voucher system provided by the Borough of Bergenfield for Academy, *Borough Uniforms and Equipment per Schedule B annexed. *FOR INITIAL PURCHASE ONLY
- B. Employees hired prior to July 1st of any calendar year, shall receive One Hundred Fifty Dollars (\$150.00) clothing allowance for said year, and thereafter Employee shall receive an annual clothing allowance as per paragraph A above.
- C. Employees hired July 1st or later in any calendar year shall receive no clothing allowance in that year, then shall receive Three Hundred Dollars (\$300.00) clothing allowance for the following calendar year, and thereafter Employee shall receive an annual clothing allowance as per Schedule A above.

ARTICLE VII

HOLIDAYS AND PERSONAL DAYS

Section 1

Each employee shall enjoy the following thirteen (13) holidays each year which are included in base pay:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Election Day
Memorial Day	Thanksgiving Day
Christmas Day	

Section 2

Each employee shall be entitled to three (3) personal leave days annually without loss of pay in accordance to any other time off provided for in this Agreement.

ARTICLE VIII

INSURANCE AND DEATH BENEFITS

Section 1

Existing B-Med Blue Cross, Blue Shield and Dental Insurance benefits shall be continued for all active employees and employees who are retired and their eligible dependents during the term of this Agreement.

Section 2

The Borough agrees to pay the sum of \$10,000 to the estate of any employee killed in the line of duty.

Section 3

The Borough shall provide as an additional medical coverage at the Borough's sole cost and expense, a full family prescription drug insurance plan for all employees covered by this Agreement. Said prescription program shall have a five dollar (\$5.00) co-payment on generic prescriptions, ten dollar (\$10.00) co-payment on name-brand prescriptions and zero (\$0.00) co-payment on mail order prescriptions.

Effective January 1, 2014, the existing Bollinger Prescription Plan shall be replaced with the New Jersey State Health Benefits Prescription Plan coverage. The modification in this paragraph shall supercede the provisions of paragraph one of this section.

Section 4

Should the Employer seek to change insurance carriers or if, for any reason, insurance change to any degree then the Employer

shall be required to give not less than ninety (90) days notice, whenever possible, to the P.B.A. of any intended change. Such ninety (90) day notice shall include at the time of notice a copy of the proposed changed provisions or policy.

Section 5

Each active employee shall contribute Two Hundred Sixty (\$260.00) Dollars per year toward medical benefits. Said contribution shall be made on a ten dollar (\$10.00) per biweekly paycheck basis, until Section 6 below takes effect.

Section 6

Effective July 1, 2013, employees covered by this contract shall pay the statutorily mandated percentage of their health benefits pursuant to Chapter 78. Effective January 1, 2016 and during this Agreement employees covered by this Agreement shall pay fifteen percent (15%) of the total cost of their health care benefits. All such payment referenced herein are to be made by way of payroll deductions.

In the event that Chapter 78 is deemed unlawful or repealed, then employees shall revert to their prior obligations.

ARTICLE IX

VACATIONS

Section 1

Each employee shall be entitled to annual vacation leave depending upon his years of service within the Department as follows:

<u>Years of Service</u>	<u>Amount of Vacation Time in working days</u>
1st year	1 day per month worked
2nd through 5th year	12 days
6th through 10th year	15 days
11th through 15th year	18 days
16th through 20th year	21 days
More than 20 years	25 days

Section 2

Where, in any calendar year, the vacation, or any part thereof, is not granted by reason of pressure of municipal business, it shall accumulate and be granted in the next succeeding calendar year only. Vacation time accrued but not taken voluntarily shall not accumulate beyond the calendar year in which it accrues.

Section 3

An employee who is entitled to receive a vacation increase during a calendar year shall be entitled to access to that higher level of vacation at any time during that calendar year.

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ARTICLE X

COLLEGE CREDIT COMPENSATION

Section 1

Each member of the Police Department shall receive as additional compensation Eighteen (\$18.00) Dollars per credit for each college credit earned by such member of for the completion of any equivalent non-college course in police science, provided the course of study receives the prior approval of the Chief of Police and the Police Committee, which approval shall not be unreasonably withheld. Credit equivalency shall be determined by classroom hours in college credits (40 hours - 1 credit). Such additional compensation shall not exceed the sum of \$1,300.00 per man in any one calendar year and shall be payable in the first paycheck in November in ~~the year~~ following the year of successful completion of the course.

Section 2

The parties agree that the total cost of college credit payments shall not exceed Forty-five thousand (\$45,000.00) Dollars in the aggregate for all payments in any single year. In the event that the total sum would exceed Forty-five Thousand (\$45,000.00) Dollars, the Association agrees that each employee shall receive a proportionate reduction in his payment in order to bring the total aggregate to Forty-five Thousand (\$45,000.00) Dollars. It is further agreed that should the number of sworn personnel eligible for college credits increase above fifty-two (52) individuals, the CAP of Forty-five Thousand (\$45,000.00) Dollars shall be increased

by \$1,300.00 per individual above 52.

Section 3

Non-college courses in police science shall be defined as courses of study in which an employee has expended his own time and money for the improvement of his skills. It shall not include in service training or seminars attended at the Borough's expenses or while on duty. College credits earned prior to January 1, 1981 shall not be affected by this Agreement.

Section 4

College credits shall not be available to first year employees hired after January 1, 1986. Thereafter present practice shall prevail.

Section 5

College ~~credits~~ shall not be available to Employees hired after July 1, 1992 until after they have passed their probationary period. Thereafter present practice shall prevail.

ARTICLE XI

MISCELLANEOUS

All employees attending training seminars shall receive a daily expense allowance in the amount of Three (\$3.00) Dollars.

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ARTICLE XII

GRIEVANCE PROCEDURE

Section 1

A grievance is any complaint arising with respect to wages, hours of work or other negotiable conditions of employment and includes any dispute over the interpretation, application or construction of this Agreement. In order to provide for the expeditious and mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss and resolve and matter informally with any appropriate member of this department.

Section 2

Complaints may be initiated by an individual employee to his immediate superior. An earnest effort shall be made to settle the dispute immediately. If the complaint is not adjusted satisfactorily at this stage and the employee wishes to enter a grievance, it shall be presented by the employee or by the authorized Association representative.

Section 3

When the Association wishes to present a grievance for itself or for an employee or group of employees for settlement or when an aggrieved employee wishes to present a grievance, such grievance shall be presented as follows:

Step 1: The aggrieved employee, the President of the Association, or his duly authorized representative shall present

and discuss the grievance or grievances orally with the Police Chief or his duly designated representative. The Police Chief shall answer the grievance orally within five (5) days.

Step 2: If the grievance is not resolved at Step 1, or if no answer has been received within the time set forth in Step 1, the Association shall present the grievance within five (5) working days in writing to the Chief of Police. This presentation shall set forth the position of the association, or employee, and at the request of either party, discussions may ensue. The Chief of Police shall answer the grievance in writing within five (5) working days after receipt of the written grievance setting forth the position of the employer.

Step 3: If the grievance is not resolved at Step 2, or if no answer has been received by the Association within the time set forth in Step 2, within seven (7) working days of the receipt of the written response in Step 2, or of the time limitation for response (if no response is received), the grievance may be presented in writing to the Municipal Administrator. The final decision of the Administrator shall be given to the Association in writing within seven (7) working days after the receipt of the written grievance.

Step 4: If the grievance has not been settled by the parties at Step 3, the Association may, within seven (7) working days thereafter, appeal the adverse decision to the Governing Body in writing. The Governing Body shall, if requested by the employee or Association, or in its own discretion, within ten (10) working days

after the receipt of the written notice of appeal setting forth the nature of the grievance, the relief sought and the Administrator's response, hold a private hearing at which the employee, the Association, or their authorized representative may be heard. Thereafter, within ten (10) working days after such hearing, or the receipt of the notice of appeal (if no hearing is held), the Governing Body shall deliver its decision in writing. Such decision shall be conclusive and binding on the parties.

Section 5:

1. If the grievance is not settled through Steps 1, 2, 3 and 4, either party may refer the matter to the Public Employment Relations Commission (PERC) within ten (10) days after the determination by the Mayor and Council for binding arbitration. Said request may be made only when the grievance alleges specific violations of this Agreement as detailed in paragraph A of this Article. All other grievances end with the decision by the Mayor and Council. An Arbitrator shall be selected pursuant to the Rules of the PERC.

2. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any supplement thereto. The decision of the Arbitrator shall be final and binding.

3. The costs for the services of the Arbitrator shall be borne equally between the Borough and the P.B.A. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

ARTICLE XIII

TERMINAL LEAVE

Section 1

All employees who have served in the Borough for fifteen (15) years or more shall be entitled at retirement to terminal leave with pay in accordance with the following schedule:

15-19 years	3 months
20-24 years	4 months
25-29 years	5 months
30-34 years	6 months
35-39 years	7 months
40 years or more	8 months

Except as provided by Section 2 hereof, it is understood that any employee who exercises his ordinary retirement privilege or ordinary disability retirement privilege prior to attaining 25 years of service, shall not be permitted to commence his retirement and terminal leave during the period from March 1st through September 1st or any calendar year.

Section 2

In the event an employee receives an accidental disability retirement for job-connected disability pursuant to N.J.S.A. 43:16A, it is understood and agreed that insurance benefits provided by the Borough for retired employees shall be provided to such employees as long as the provision of such benefits is provided under New Jersey Law.

Section 3

Said terminal leave shall be exclusive of compensation for any

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vacation to which the employee may be entitled at retirement.

Section 4

During terminal leave status, said retiring employees shall not accrue payment or credit for vacation, personal day (s) , sick day(s), holiday(s), or college credits.

Section 5

A retiring Employee shall have the option of taking such benefits as are provided under this Article as either time of with full pay and benefits or in a cash payment. Under said lump sum cash payment option, a retiring Employee shall be permitted to take such entitlement as is provided under this Article and reduce it to a single lump sum payment. Payments would be made at the retiring Employee's then current rate of compensation. A retiring Employee who wishes to exercise the lump sum cash payment option shall give the Employer one hundred twenty (120) calendar days notice of said election.

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ARTICLE XIV

SICK LEAVE

Section 1

Sick leave shall be granted to each employee who has completed four (4) years of continuous service in the amount equal to one full working year which shall be renewed annually but shall not accumulate past December 31st of each year. If an employee has utilized twelve (12) months of continuous sick leave, the decision to continue sick leave shall rest solely with the Mayor and Council.

Employees who have not completed four (4) years of continuous service will be granted fifteen (15) sick days per year. Unused sick days will accumulate each year. Employees will be granted sick time of up to one full working year - as defined in the above paragraph - upon completion of four (4) years of continuous service. There will be no compensation for unused sick days at the completion of four (4) years of service.

Employees who enter service with the department as lateral transfers will be granted fifteen (15) sick days for each year of credit that they receive on the salary guide.

- Lateral transfers receiving first year salary will be credited with 15 sick days.
- Lateral transfers receiving second year salary will be credited with 30 sick days.

Lateral transfer employees will be credited with fifteen (15)

additional sick days - with the unused days accumulating annually - for each subsequent year of continuous employment until they reach the top pay scale they will then be granted sick leave equal to one full working year commensurate with employees who have completed four (4) years of service. There will be no compensation for any unused sick days.

Section 2

If at any time during the term of this agreement the Borough Administrator and the Chief of Police determine that the sick leave policy is being abused, the parties agree that a policy of granting fifteen (15) sick days per year for all employees will be implemented immediately. This decision shall not be grievable. Each employee affected by this change will be credited with fifteen (15) sick days for each year of service. Unused sick days will accumulate annually.

Section 3

Employees who have four (4) or more years of credited Pension Time (PFRS) shall be considered to have four (4) years of Bergenfield Police Service as required in Section 1 above.

ARTICLE XV

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. The parties shall meet for the purpose of negotiating changes made necessary by the applicable law.

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ARTICLE XVI

DEPARTMENTAL INVESTIGATIONS

In an effort to insure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted.

1. The member of the Association shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact.

2. At every stage of the proceedings, the Department shall afford an opportunity for a member of the Association, if he/she so requests, to consult with counsel and/or his/her Association representative before being questioned.

The Employee shall have the right to have his/her attorney and/or Association representative present during all questioning.

3. No Employee covered by this Agreement shall be subjected to any urinalysis or blood screening unless one of the three (3) circumstances exist: (1) Where the Employer has probable cause to suspect that there is a job-related individualized impact with respect to the specific Employee being tested. (2) Where the urinalysis or blood testing is done as part of a bona fide annual physical examination which is done for the entire Police

Department. (3) When the departmental exam is mandated by a health care insurance carrier.

4. Under no circumstance shall the Employee offer or direct the taking of a polygraph or voice print examination for any Employee covered by this Agreement.

ARTICLE XVII

SAFETY AND HEALTH

The Employer shall at all times maintain working conditions to insure maximum safety for all Employees. Present equipment and working conditions are recognized by both parties as being safe and adequate.

ARTICLE XVIII

EXTRA CONTRACT AGREEMENTS

Section 1

The Borough agrees not to enter into any other Agreement or contract with the employees covered by this Agreement, individually or collectively, or with any other organization which in any way conflicts with the terms and provisions of this Agreement unless the Association agrees to such change in writing or a new representative is duly elected by the employees.

Section 2

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

Section 3

Unless a contrary intent is expressed in this Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any Police Officer pursuant to any rules, regulations, instruction, directive, memorandum, statute or practice shall not be limited, restricted, impaired, removed or abolished. De minimis changes are not effected by this Article.

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ARTICLE XIX

MANNING AND STAFFING

Section 1

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

Section 2

This clause is intended to provide a means by which the PBA can gather information on staffing and manning patterns. This provision is not to be construed in any manner to be a waiver of any managerial prerogative and/or rights of the employer and is not to be construed as an agreement to permissive negotiations and shall remain solely an employer determination.

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ARTICLE XX

PBA BUSINESS

The Borough shall provide an office for the sole and exclusive use by the PBA. Said office shall be of reasonable size and condition and shall be located in the Police Department Headquarters Building. In the event that the employer needs the return of the office space, then the PBA shall be given six (6) months notice in writing.

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ARTICLE XXI

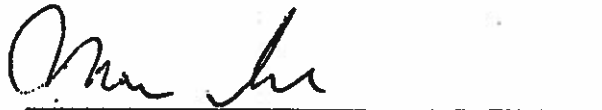
TERM OF AGREEMENT

THIS AGREEMENT shall be effective January 1, 2017 and shall remain in full force and effect until December 31, 2017. In the event no new or substitute Agreement is entered into on or before June 30, 2017 the terms and conditions of this Agreement shall continue in full force and effect until a substitute Agreement is executed.

ATTEST:

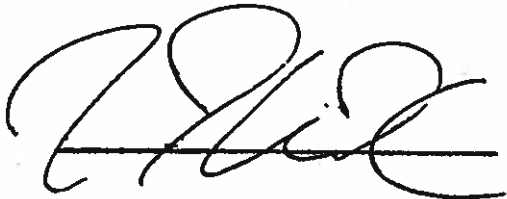


BOROUGH OF BERGENFIELD



Mayor

ATTEST:



BERGENFIELD POLICE OFFICER'S ASSN.
P.B.A. LOCAL 309



President

APPENDIX A-1
SALARIES

RANK	Effective 01/01/2017
Training Step	\$49,760
First Year	\$66,983
Second Year	\$76,551
Third Year	\$95,689
Fourth Year	\$105,257
Fifth Year	\$126,922
Sergeant	\$139,345
Lieutenant	\$152,216
Captain	\$164,192

NOTE: *Anniversary date for pay increments following training shall be the date following academy certification.*

*** These employees will also receive a voucher system from the Borough for Academy and Town Uniforms and Equipment per agreed list.**

APPENDIX A-2
SALARIES
EMPLOYEES HIRED AFTER JANUARY 1, 2014

RANK	Effective 01/01/2017
Training	\$49,760
Step One	\$58,372
Step Two	\$66,983
Step Three	\$76,551
Step Four	\$95,689
Step Five	\$105,257
Step Six	\$126,922
Sergeant	\$139,345
Lieutenant	\$152,216
Captain	\$164,192

NOTE: Anniversary date for pay increments following training shall be the date following academy certification.

* These employees will also receive a voucher system from the Borough for Academy and Town Uniforms and Equipment per agreed list.

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APPENDIX B

ONE-TIME STARTUP UNIFORMS

IN TRAINING:

2	Gray Long-Sleeve Shirts
2	Gray Trousers
1	Black Tie
1	Black Baseball Cap
1 pr.	Black Shoes
1 pr.	Black Boots
2	Navy Blue Boxer Shorts
1	Navy Blue Swim Trunks
1	Woodland Camouflage BDV Pants With large pockets
1	Gear Bag - Large Duffel Bag Size
1	Watch Cap - Hunters Orange
1 set	Physical Training Attire Silver Screen from Academy

AFTER CERTIFICATION:

3	Uniform Pants
3	Uniform Summer Shirts
3	Uniform Winter Shirts
2	Hats - Winter and Summer
1 set	All Leather Equipment (Holster & Handcuffs)
1	Tie
1	Spring & Fall Jacket
1	Winter Leather Jacket
1	Sweater (Black Military Style)
1	Raincoat
1 pr.	Rubber Boots
1	Hat Cover
1	Police Baton (or side handle)

BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY

RESOLUTION No. 17-047

Offered by Council President Amatorio Seconded by Councilperson Kornbluth

Member	Aye	No	Abstain	Absent
LODATO	✓			
DEALINA	✓			
AMATORIO	✓			
KORNBLUTH	✓			
RIVERA	✓			
MARTE	✓			
SCHMELZ (lie)				

WHEREAS, the Borough of Bergenfield and P.B.A. Local No. 309 wish to extend their current Contract effective January 1, 2017 to December 31, 2017; and

WHEREAS, it is necessary for the Governing Body to approve extending the Agreement between the Borough and P.B.A. Local 309; and

WHEREAS, the Labor Attorney has reviewed the current Agreement between the Borough and P.B.A. Local 309, a copy of which is attached hereto and incorporated herein by reference and hereby approves of extending same effective January 1, 2017 to December 31, 2017.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Bergenfield, County of Bergen and State of New Jersey, that the Agreement between the Borough of Bergenfield and P.B.A. Local 309, a copy of which is attached hereto and incorporated herein by reference be and is hereby extended effective January 1, 2017 to December 31, 2017; and

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to take any and all action necessary to effectuate extending the Agreement between the parties; and

BE IT FURTHER RESOLVED, that the Borough Administrator is hereby authorized and directed to forward a copy of this resolution immediately upon its passage to P.B.A. Local 309.

I hereby certify that the above is a true copy of a resolution passed by the Council of the Borough of Bergenfield at the meeting held on January 17, 2017.



Borough Clerk

SEAL

MEMO OF AGREEMENT

THE BOROUGH OF BERGENFIELD AND BERGENFIELD PBA LOCAL 309 HAVE, SUBJECT TO RATIFICATION, AGREED UPON THE FOLLOWING TERMS FOR A NEW CONTRACT:

1. THE TERM OF THE NEW AGREEMENT SHALL BE FROM JANUARY 1, 2017 TO DECEMBER 31, 2017.

2. THE TERMS AND CONDITIONS OF THE PRIOR CONTRACT (JULY 1, 2013 THROUGH DECEMBER 31, 2016) SHALL ALL REMAIN IN FULL FORCE AND EFFECT.

3. BOTH NEGOTIATION COMMITTEES AGREE TO RECOMMEND RATIFICATION.

BOROUGH OF BERGENFIELD

C. G. G. G.

BERGENFIELD PBA LOCAL 309

W. W. W. W.

DECEMBER 19, 2016