

31.471

Doc 17

3

AGREEMENT

between

THE BOROUGH OF BERGENFIELD

and

THE BERGENFIELD POLICE DEPARTMENT

CIVILIAN EMPLOYEES ASSOCIATION

1981 - 1982

TABLE OF CONTENTS

ARTICLE		PAGE
	PREAMBLE	1
I	RECOGNITION	2
II	MANAGEMENT & EMPLOYEE'S RIGHTS	3
III	SALARIES	5
IV	LONGEVITY	6
V	OVERTIME	7
VI	CLOTHING ALLOWANCE	8
VII	HOLIDAYS & PERSONAL DAYS	9 ^a
VIII	INSURANCE & DEATH BENEFITS	10
IX	VACATIONS	11
X	MISCELLANEOUS	12
XI	GRIEVANCE PROCEDURE	13
XII	TERMINAL LEAVE	16
XIII	SEPARABILITY & SAVINGS	17
XIV	EXTRA CONTRACT AGREEMENTS	18
XV	SICK LEAVE	19
XVI	TERM OF AGREEMENT	20

PREAMBLE

This Agreement, effective as of the first day of May, 1981, by and between the Borough of Bergenfield, New Jersey, hereinafter referred to as the "Borough", and the Bergenfield Police Department Civilian Employees Association, 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 more efficient and progressive public service may be rendered.

ARTICLE I
RECOGNITION

Section 1

The Borough hereby recognizes the Association as the exclusive majority representative within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S. 34:13A-1 et seq. for collective negotiations concerning salaries, hours of work, and other terms and conditions of employment for all non-managerial civilian employees employed by the Borough of Bergenfield Police Department.

Section 2

Unless otherwise indicated, the terms "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 EMPLOYEE'S RIGHTS

Section 1

The Borough hereby agrees that every non-managerial civilian employee shall have the right freely to 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 civilian employee in the enjoyment of any rights, privileges, or benefits conferred upon civilian employees by the New Jersey Employer-Employee Relations Act, N.J.S. 34:13A-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 civilian employee 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.

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 rights, responsibilities, and authority, under N.J.S. Titles 11, 34, 40 and 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 hereof.

ARTICLE III

SALARIES

Employee's base salaries shall be as follows for the duration of this Agreement, from May 1, 1981 to April 30, 1983.

		<u>1981</u>	<u>1982</u>
Sr. Police Records Clerk		\$ 14,668.00	\$ 15,827.00
Police Radio Dispatcher	1st Year	11,651.00	12,571.00
	2nd Year	12,331.00	13,305.00
	3rd Year	13,011.00	14,039.00
	4th Year	13,690.00	14,772.00
Clerk Transcriber	1st Year	9,883.00	10,564.00
	2nd Year	10,426.00	11,250.00
	3rd Year	10,834.00	11,690.00
	4th Year	11,241.00	12,129.00
Police Records Clerk	1st Year	9,245.00	9,975.00
	2nd Year	9,789.00	10,562.00
	3rd Year	10,197.00	11,003.00
	4th Year	10,540.00	11,373.00

An employee shall move to the next step on his/her anniversary date only with the approval of the Chief of Police. His decision shall be binding and not subject to the grievance procedure.

ARTICLE IV

LONGEVITY

In addition to salaries, wages or other payments hereunder, each civilian employee 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 (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) through twenty-six (26) years
of service 7% of base pay

Twenty-seven (27) years of service and
thereafter 8% of base pay

ARTICLE V

OVERTIME

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 shall be paid at one and one-half times the regular hourly base rate of pay.

Off-duty court appearances, excluding appearances in civil actions, shall be compensated at one and one-half times the regular hourly base rate of pay for all hours worked.

ARTICLE VI

CLOTHING ALLOWANCE

Police Radio Dispatchers and Sr. Police Records Clerk shall receive an annual clothing allowance in the amount of \$350.00.

ARTICLE VII

HOLIDAYS AND PERSONAL DAYS

Section 1

Each employee, including the Dispatchers, shall enjoy the following twelve (12) paid holidays each year of this Agreement:

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

Section 2

In addition to his regular pay, each employee shall have the option, subject to the approval of the Chief of Police, to receive compensatory time off or a cash payment equal to one (1) day's pay, for each of the holidays listed in Section 1 above. The Chief's decision in such matter shall not be grievable.

Section 3

Each employee shall be entitled to two (2) personal leave days annually without loss of pay in addition to any other time off provided for in this Agreement.

ARTICLE VIII

INSURANCE AND DEATH BENEFITS.

Section 1

Existing 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 \$10,000.00 to the estate of any employee killed in the line of duty.

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>Vacation Time</u>
1st year	1 day per month worked
2nd through 5th year	12 days
6th through 9th year	15 days
10th through 14th year	20 days
15th through 19th year	23 days
More than 19 years	27 days

Section 2

Where in any calendar year the vacation, or any part thereof, is not granted by reason of the 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.

ARTICLE X

MISCELLANEOUS

All employees attending training seminars shall receive a daily expense allowance in the amount of three dollars (\$3.00). No seminar shall be attended without prior approval of the Chief of Police.

ARTICLE XI
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 the matter informally with any appropriate member of the department. ¶

Section 2

Complaints may be initiated by any 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 at 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, or if no answer in writing by the Administrator has been received by the Association 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 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. Said decision shall be conclusive and binding on the parties.

Section 4

In the event an appeal is not timely filed in writing pursuant to steps 2, 3, or 4 of Section 3, the decision at the prior Step shall be final and the matter shall be considered closed.

Section 5

In the event the law of the State of New Jersey is amended or supplemented so as to make the grievances which are not satisfactorily resolved under Steps 1 through 4 of Section 3 subject to mandatory, binding arbitration, the parties agree to be bound by such law notwithstanding the conclusive nature of Step 4 decisions set forth herein.

ARTICLE XII
TERMINAL LEAVE

Section 1

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

15 through 25 years	3 months
26 through 29 years	5 months
30 through 34 years	6 months
35 through 39 years	7 months
40 years or more	8 months

Section 2

Said terminal leave shall be exclusive of compensation for any vacation time to which the employee may be entitled at retirement.

ARTICLE XIII

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.

ARTICLE XIV

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 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.

ARTICLE XV

SICK LEAVE

The Borough agrees to grant each employee 15 days a year sick leave. Said sick leave shall be allowed to accumulate from year to year.

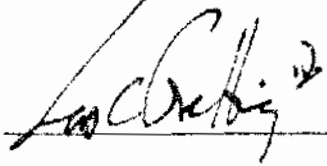
As of May 1, 1979 each employee covered by this Agreement shall be entitled to a credit of 15 days for each complete year that they have been employed by the Borough to be accumulated and added to their sick leave hereunder.

ARTICLE XVI

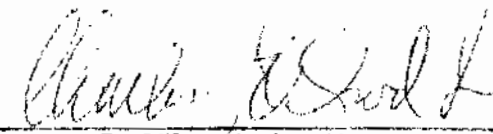
TERM OF AGREEMENT

This Agreement shall be effective May 1, 1981 and shall remain in full force and effect until April 30, 1983. In the event no new or substitute Agreement is entered into on or before April 30, 1983, the terms and conditions of this Agreement shall continue in full force and effect until a substitute Agreement is executed.

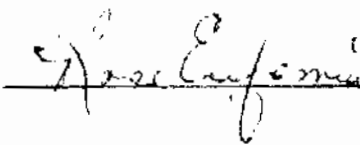
ATTEST:



BOROUGH OF BERGENFIELD

By 
_____ Charles J. O'Dowd, Jr., Mayor

ATTEST:



BERGENFIELD POLICE CIVILIAN
EMPLOYEE'S ASSOCIATION

By 
_____ President