

***AGREEMENT***

***Between***

***THE BOROUGH OF BERGENFIELD***

***And***

***BERGENFIELD POLICE DEPARTMENT  
CIVILIAN EMPLOYEES ASSOCIATION***

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***July 1, 2004 through June 30, 2008***

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## PREAMBLE

**THIS AGREEMENT**, effective as of the first day of July, 2004, 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 **“Association”**, is designed to maintain and promote a harmonious relationship between the Borough and such of it's 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 recognized the Association as the exclusive majority representative 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 non-managerial Civilian Employees employed by the Borough of Bergenfield in the Police Department.

**Section 2**

Unless otherwise indicated, the term “**Employee**” or “**Employees**” wherever used in this Agreement refers to all persons represented by the Association in the above-defined bargaining unit.

## ARTICLE II

### MANAGEMENT AND EMPLOYEES 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 employee in the enjoyment of any rights, privileges or benefits conferred upon employees covered by the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., or other laws of the State of New Jersey or of the United States. The Borough further agrees that it shall not discriminate against any 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 its prior to the signing of this Agreement by the laws and Constitutions 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 provision 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.A. 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**

Records Clerk                      Hourly Rate for Contract Years  
July 1, 2004 through June 30, 2008

Date of Hire (1<sup>st</sup> Year)                      \$11.44

2<sup>nd</sup> Year Anniversary                      \$14.00

3<sup>rd</sup> Year Anniversary                      \$15.85

After 3<sup>rd</sup> year anniversary, raises will be 4% of hourly rate effective each year on contract date of July 1<sup>st</sup>.

All retroactive money due under the Agreement shall be paid after the execution of this Contract.

**ARTICLE IV**

**LONGEVITY**

In addition to salaries, wages or other payments hereunder, each full time Civilian Employee shall receive longevity compensation based upon year of service with the Borough As follows:

<b>Six (6) through Eight (8) Years</b>	
Of service.....	<b>1% of Base Pay</b>
<b>Nine (9) through Eleven (11) Years</b>	
Of service.....	<b>2% of Base Pay</b>
<b>Twelve (12) through Fourteen (14) Years</b>	
Of service.....	<b>3% of Base Pay</b>
<b>Fifteen (15) through Seventeen (17) Years</b>	
Of service.....	<b>4% of Base Pay</b>
<b>Eighteen (18) through Twenty (20) Years</b>	
Of service.....	<b>5% of Base Pay</b>
<b>Twenty-One (21) through Twenty-Three (23) Years</b>	
Of service.....	<b>6% of Base Pay</b>
<b>Twenty-Four (24) of Service</b>	
<b>And Thereafter.....</b>	<b>8% of Base Pay</b>

## **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 of compensatory time in lieu of payments shall be paid at one and one-half (1 ½) times the regular hourly base rate of pay.

Off-Duty appearance, excluding appearances in civil actions, shall be compensated at one and one-half (1 ½) times the regular hourly base rate of pay for all hours worked.



## ARTICLE VI

### HOLIDAYS AND PERSONAL DAYS

#### Section 1

Each employee shall enjoy the following thirteen (13) paid holidays each year of this Agreement:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Day After Thanksgiving Day
Memorial Day	Christmas Day
Independence 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 matters shall not be grievable.

#### Section 3

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

## **ARTICLE VII**

### **INSURANCE**

#### **Section 1**

Existing Hospitalization, Major Medical and Dental Insurance benefits shall be continued for all active employees and employees who are retired and their eligible dependents who are covered on the date of this Agreement, during the term of this Agreement with a copayment of \$20.00 a month.

#### **Section 2**

Prescription Drug Insurance shall be provided for active employees, providing family coverage with three (\$3.00) dollar and five (\$5.00) dollar co-payment.

#### **Section 3**

For those hired after 07-01-98, Dental coverage will be available at the employees expense. Hospitalization, Major Medical and Prescription premiums paid by the Borough, shall be capped at single deduction per year. Anything over this amount will be the responsibility of the employee. Any employee working 30 hours or more per week will be entitled to full family benefits. Any employee who waives their right to health benefits shall receive compensation time of 15 days per year.

#### **Section 4**

There shall be a ninety (90) day notice to the Association of any intended change of insurance coverage. Such ninety (90) day notice shall include, at the time of notice, a copy of the proposed change provisions or policy.

## ARTICLE VIII

### 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>
1 <sup>st</sup> Year	1 day per month worked
2 <sup>nd</sup> through 4 <sup>th</sup>	12 days
5 <sup>th</sup> through 8 <sup>th</sup>	15 days
9 <sup>th</sup> through 12 <sup>th</sup>	18 days
13 <sup>th</sup> through 16 <sup>th</sup>	21 days
17 <sup>th</sup> through 20 <sup>th</sup>	24 days
20 <sup>th</sup> year on	25 days

#### Section 2

Wherein 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 accrued.

**ARTICLE IX**

**MISCELLANEOUS**

All employees attending training seminars shall receive a daily expense allowance in the amount of five (\$5.00) dollars. No seminar shall be attended without prior approval of the Chief of Police.

**ARTICLE X**  
**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 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. 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 One through Four of Section 3 subject to mandatory, binding arbitration, the parties agree to be bound by such law notwithstanding the conclusive nature of Step Four decisions set forth herein.

**ARTICLE XI**  
**TERMINAL LEAVE**

**Section 1**

All full-time 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 20 years.....	3 Months
21 through 25 years.....	4 Months
26 through 29 years.....	5 Months
30 through 34 years.....	6 Months

**Section 2**

Such terminal leave shall be exclusive of compensation for any vacation time, personal days and holiday time to which the Employee may be entitled at retirement.



## **ARTICLE XII**

### **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 changed made necessary by the applicable law.

## ARTICLE XIII

### 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 XIV

### SICK LEAVE

- A. The Borough agrees to grant each employee fifteen (15) days a year sick leave. said sick leave shall be allowed to accumulate from year to year.
- B. As the parties have agreed to provide Terminal Leave (Article IX) at retirement, there will be no consideration for the payment of accumulated sick leave in addition to terminal leave.
- C. New hires shall accrue one (1) day sick leave for each month worked in their first year of employment. For each subsequent year, Paragraph A (above) shall apply.

**ARTICLE XV**

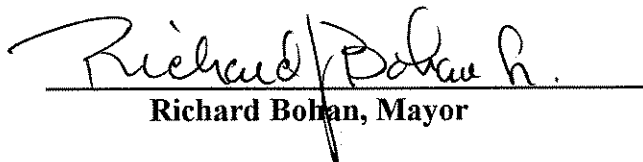
**TERM OF AGREEMENT**

**THIS AGREEMENT** shall be effective July 1, 2004 and shall remain in full force and effect until June 30, 2008. In the event no new or substitute Agreement is entered into on or before June 30, 2008 the terms and conditions of this Agreement shall continue in full force and effect until a substitute Agreement is executed.

**ATTEST:**

**BOROUGH OF BERGENFIELD**

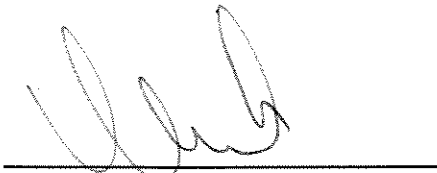
  
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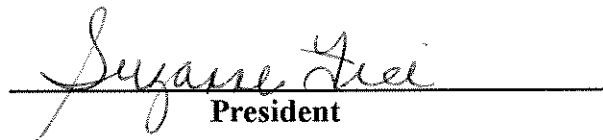
  
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**Richard Bohan, Mayor**

**ATTEST:**

**BERGENFIELD POLICE DEPARTMENT  
Civilian Employees Association**

  
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**President**

  
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**DATE**