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AGREEMENT BETWEEN  
THE BOROUGH OF MOONACHIE  
AND  
THE POLICEMEN'S BENEVOLENT ASSOCIATION  
LOCAL 102 MOONACHIE UNIT

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JANUARY 1, 2019 THROUGH DECEMBER 31, 2022

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**AGREEMENT**

**0.00 PREAMBLE**

0.01 THIS AGREEMENT made this    day of    December, 2018 by and between the BOROUGH OF MOONACHIE, a body politic and corporate of the State of New Jersey, hereinafter referred to as "The Employer", and the POLICEMEN'S BENEVOLENT ASSOCIATION (LOCAL 102, "MOONACHIE UNIT"), hereinafter referred to as the "PBA".

0.02 WHEREAS, the Employer and the PBA recognize that it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to the end that continuous and efficient service will be rendered to and by both parties.

NOW, THEREFORE, it is agreed as follows:

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**1 .00 EMPLOYEE'S BASIC RIGHTS**

- 1 .01 Pursuant to Chapter 303, Public Laws, 1968, the Employer hereby agrees that every Employee of the Moonachie Police Department shall have the right freely to organize, join and support the PBA 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 power under the Law of the State of New Jersey, the Employer undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any Employee in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or other Laws of New Jersey or the Constitution of New Jersey and the United States.
  
- 1.02 The Employer 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/her membership in the PBA and its affiliates, his/her participation in any activities of the PBA and its affiliates, collective negotiations with the Employer, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, as prescribed by the Statutes of the State of New Jersey.

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**2.00 ASSOCIATION RECOGNITION**

- 2.01 The Employer recognizes PBA Local 102 (Moonachie Unit) as the exclusive bargaining representative for the purpose of collective negotiations with respect to all negotiable items of employment of all Employees employed by the Employer's Police Department except those Employees specifically excluded herein.
- 2.02 No Employee shall be compelled to join the Association but shall have the option to voluntarily join said Association.
- 2.03 The term "Police Officer" or "Employee" as used herein shall be defined to include the plural as well as the singular, and to include females as well as males.
- 2.04 Upon presentation to the Employer of a dues check-off signed by individual Employees, the Employer will deduct Union dues directly from the pay checks of Police members and forward same to the Union.

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**3.00 EXCLUSIVITY OF ASSOCIATION REPRESENTATION**

3.01 The Employer agrees that it will not enter into any contract or Memorandum of Agreement with anyone but the recognized Association (PBA Local 102 Moonachie Unit) with regard to the categories of personnel covered by this Agreement.

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**4.00 EXISTING LAW**

4.01 The provisions of this Agreement shall be subject to and subordinate to, and shall not annul or modify existing applicable provisions of State or Federal laws.



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**5.00 ASSOCIATION REPRESENTATIVES**

- 5.01 The Employer recognizes the right of the Association to designate one (1) representative and one (1) alternate for the enforcement of this Agreement.
- 5.02 The Association shall furnish the Employer in writing the names of the representative and alternate and notify the Employer of any changes.
- 5.03 The authority of the representative and alternate so designated by the Association shall be limited to, and shall not exceed, the following duties and activities:
  - (a) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
  - (b) The transmission of such messages and information which shall originate with, and are authorized by the Association or its Officers.
- 5.04 The designated Association representatives shall be granted time with pay during working hours to investigate and seek to settle grievances and to attend all meetings and conferences on collective negotiations with Employer officials. No pay shall be granted when such meetings or investigations are on off-duty hours.

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**6.00 MAINTENANCE OF WORK OPERATIONS**

- 6.01 The parties agree that there shall be no lockouts, strikes, work stoppages, job actions, or slow down during the life of this Agreement. No Officer or representative- of the Association shall authorize, instigate, or condone such activity.
- 6.02 It is understood that violation of the provisions of this Article may subject any Employee participating in or condoning such activity to disciplinary action by the Employer. Such disciplinary action may include termination of employment, or any other appropriate lesser form of discipline, subject to applicable provisions of State statute and other applicable provisions of this Agreement.

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**7.00 DATA FOR FUTURE BARGAINING**

- 7.01 The Employer agrees to make available to the Association all relevant data the Association may require to bargain collectively.
- 7.02 The relevant data noted above shall include but shall not be limited to such items as salaries and benefits enjoyed by other Employee groups, the cost of various insurance and other programs, information concerning overtime worked by Employees, the total number of sick leave days utilized by Employees, the total number of injuries on duty, the total length of time lost as a result of injuries on duty and other data of a similar nature.

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**8.00 SALARIES**

8.01 The base annual salaries of all Employees covered by this Agreement shall be set forth in Appendix "A". Salary shall be provided to each Employee on a biweekly basis, payable every other Friday.

8.02 Longevity

a) All Police Officers hired prior to January 1, 1994 shall be entitled to receive three percent (3 %) longevity payment beginning the fifth (5th) year of service and continuing through nine (9) years of service in addition to all other wages and benefits, and thereafter in accordance with the schedule listed below. All Police Officers hired after January 1, 1994 shall be entitled to a longevity payment in addition to all other wages and benefits, in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>PERCENT</u>
Beginning of 10th Year through 12 Years	3%
Beginning of 13th Year through 15 Years	4%
Beginning of 16th Year through 19 Years	5%
Beginning of 20th Year through 22 Years	6%
Beginning of 23rd Year and Over	7%

b) All Police Officers hired on or after January 1, 2016 shall be entitled to a longevity payment in addition to all other wages and benefits in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>PERCENT</u>
Beginning of 13th Year through 15 Years	4%
Beginning of 16th Year through 19 Years	5%
Beginning of 20th Year through 22 Years	6%
Beginning of 23rd Year and Over	7%

c) All Police Officers hired on or after January 1, 2019 shall not be entitled to a longevity payment.

8.03 The base annual salary for the period covered by this Agreement shall, along with all other economic items, be deemed to be retroactive as set forth on Appendix "A" unless otherwise stated herein, and any monies due Employees by virtue of this clause shall be paid as soon after the execution of this Agreement as practicable.

## **9.00 WORK DAY, WORK WEEK AND OVERTIME**

- 9.01 The normal work day shall be eight (8) hours, which shall include within the eight (8) hour span, thirty (30) minutes of paid meal time per day, and in addition thereto two (2) coffee breaks of fifteen (15) minutes each.
- 9.02 Timing of said recesses shall be set by the Chief.
- 9.03 37.42 hours per week shall be the average work week. Holidays, vacation days, personal days or sick leave days shall not be considered in computing the average number of hours worked weekly. Compensatory time off shall not be deducted when computing the average number of hours worked weekly.
- 9.04 The normal work day shall be based upon the utilization of a three (3) squad system which shall function for eight (8) rotating hours for each squad during a twenty-four (24) hour day.
- 9.05 Work in excess of the Employee's basic work week or tour for a day is overtime.
- 9.06 Overtime shall be paid as paid overtime compensation (time and one-half (1 ½)).
- 9.07 All Employees covered by this contract shall be included in the yearly schedule.

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**10.00 HOURLY RATE**

10.01 The hourly rate for Employees covered by this contract shall be calculated by dividing the base annual salary by one thousand nine hundred forty-six (1,946) hours.

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**11.00 RECALL**

11.01 Any Employee who is called back to work after having completed his/her regularly scheduled shift shall be compensated at time and one-half (1 ½) the straight time hourly rate of pay with a minimum guarantee of two (2) hours work or pay in lieu thereof.

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**12.00 SHIFT CHANGES**

12.01 The Employer agrees that it will not indiscriminately adjust shifts so as to avoid overtime payment to Employees covered by this Agreement.



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**13.00 UNIFORMS**

13.01 Each new Employee shall receive from the Employer, free of charge in lieu of a clothing allowance, a complete uniform.

13.02 Thereafter, the Employer will pay each Employee, during the term of this Agreement up to but not to exceed the sum of Five Hundred Twenty-Five Dollars (\$525.00) per year as clothing allowance.

Payments under this Article will be made by Borough Voucher, payable to the vendor.

13.03 Each Employee shall be paid the sum of Three Hundred Dollars (\$300.00) per year for the purchase and maintenance of his/her off duty weapon and equipment. This payment will be made to all Employees during the first week of December of each year during the term of this Agreement.

13.04 If the Employer decides to change the uniform or any part thereof, it shall provide to each Employee, free of charge, any such changed items.

13.05 Utilization of Section 13.04 shall not diminish the clothing allowance set forth in this Agreement, except in the case of a complete uniform change.

13.06 An Employee's uniform or personal equipment which is required by him/her in his/her capacity as a Police Officer, which may be damaged during the course of his/her employment, shall be replaced at the expense of the Employer, except where such damage is caused by the negligence of the Employee. Any such damage shall be reported by the Employee's next daily report.

13.07 Any such payments made under Section 13.06 shall be in addition to the Employee's annual clothing allowance otherwise referred to in this Agreement.

13.08 Each Police Officer shall be provided a uniform/equipment locker of which the interior dimensions shall not be less than eighteen inches (18") deep by twelve inches (12") wide and seventy-two inches (72") high.

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## 14.00 VACATIONS

- 14.01 The vacation allowance shall be as set forth in this Agreement in Appendix "B".
- 14.02 When in any calendar year, the vacation or any part thereof is not granted by reason of pressure of Police activity, such vacation periods not granted shall accumulate and shall be granted during the next succeeding year.
- 14.03 If an Employee is on vacation and becomes sufficiently ill so as to require in-patient hospitalization, he or she may have such period of illness and post-hospital recuperation period charged against sick leave at his/her option upon proof of hospitalization and physician's certificate.
- 14.04 No Employee who is on vacation shall be recalled except in the case of the full mobilization of the Department by the Chief of Police to meet a clear and present danger confronting the Employer.
- 14.05 Up to a maximum of five (5) days of vacation allowance per year may be taken in single day segments. By November 1st, all remaining vacation days for the current year shall be submitted to the Chief of Police for approval.
- 14.06 Once an Employee selects five (5) or more consecutive days of vacation under this clause, the next senior officer shall make his/her selection and so on until the seniority list is exhausted, at which time the process shall be continued.
- 14.07 All vacation requests must first be submitted to the Chief of Police for his/her approval; all requests for vacation allowance for a block of five (5) consecutive days or more shall be accomplished in the following manner:
- i) On November 15<sup>th</sup>, of each Year the Chief of Police will post the following years schedule setting forth each Officer's scheduled days off.
  - ii) On December 8<sup>th</sup>, each Officer shall choose and submit to the Chief of Police his or her block or blocks of five (5) consecutive days or more of requested vacation.
  - iii) On or before December 31<sup>st</sup>, the Chief of Police will post annual calendar for the subsequent year setting forth each Officer's shift assignment for each work day for the full year. To the extent possible, the Chief will move an Officer on an entire block of tours to cover for vacation.

All requests for less than five (5) consecutive days shall be submitted to the Chief of Police at least fourteen (14) days prior to the requested vacation dates for the Chief's approval.

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Officers agree to be reasonable and to cooperate with one another to accommodate the vacation requests of fellow Officers in order that the integrity of the annual schedule be maintained.

If there is no conceivable method of switching due to minimum staff, the vacation request will not be denied by the Chief of Police.

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**15.00 SICK LEAVE**

- 15.01 All Employees covered by this Agreement shall be granted fifteen (15) sick leave days with pay per year which shall be accumulated from year to year.
- 15.02 Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury or exposure to contagious disease.
- 15.03 To qualify for payment while absent on sick leave each Employee who will be absent from duty on sick leave shall so notify the Chief of Police or the Officer in Charge at least one (1) hour before the commencement of his/her scheduled tour of duty. Said notice shall state the nature of the cause of absence from duty. An Employee who is absent without such notification shall be charged with an unpaid day for each day absent and will be subject to appropriate disciplinary action.
- 15.04 An Employee absent on sick leave shall submit acceptable medical evidence substantiating the illness if requested by the Employer.
- 15.05 If an Employee reports for his/her regularly scheduled tour of duty and works at least four (4) hours then he or she shall be credited with an entire day worked.
- 15.06 (A) Where an Employee has announced retirement and said Employee's entitlements under this program has been calculated, said entitlement may be taken as either a lump sum cash payment or it may be taken in time away from the place of employment with full continuation of wages and benefits. It shall be the obligation of the Employee to elect which form of compensation, time or cash, that is desired, however, said election shall be subject to approval by the Borough. Under no circumstances shall the Employee's entitlements under this clause be diminished, however, the form of compensation is subject to mutual agreement. Any Employee who shall retire with twenty-five (25) years of service or upon a disability retirement after twenty-five (25) years of service shall be entitled to fifty percent (50%) of said Employee's remaining accumulated sick days calculated at the Employee's rate of compensation at said Employee's retirement.  
  
(B) The amount of terminal benefit as calculated above shall, at the option of the retiring Employee, be paid by the Borough in up to three (3) separate payments over a period of eighteen (18) months from date of separation of service. Said liquidated amount which may be held in part by the Borough during this period shall not accrue interest to the benefit of the retired Employee.
- 15.07 At the option of the police officer the Borough may buy back up to five (5) sick days per calendar year at fifty (50%) percent of the regular daily rate of pay. This shall be payable in the twelfth month of the applicable calendar year. This option shall not supersede State Law.

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**16.00 BEREAVEMENT LEAVE**

- 16.01 All permanent full time Employees covered by this Agreement shall be entitled to five (5) days leave with pay upon the death of a member of his/her immediate family. These Employees will also be entitled to a three (3) day leave with pay upon the death of a member of his/her spouse's immediate family within a three hundred (300) mile radius and up to five (5) days if beyond three hundred (300) mile radius with the consent of the Chief of Police or his/her designated representative to attend services. If an Employee required more than five (5) days leave such shall be granted with the approval of the Chief of Police.
- 16.02 Immediate family shall include spouse, children, parents, brothers, sisters and grandparents.
- 16.03 Such funeral leave shall not be charged against the Employee's vacation or sick leave.
- 16.04 An extension of absence under this Article, however, may be, at the Employee's option and with the consent of the Department Head charged against available vacation time or be taken without pay for a reasonable period.
- 16.05 In the case of unusual circumstance not specifically covered in this Article, funeral leave may be granted or extended at the discretion of the Chief of Police.

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**17.00 PERSONAL LEAVE**

17.01 Each Employee shall have five (5) personal leave days. Effective January 1, 2003 each Employee shall have four (4) personal leave days *per annum*.

One (1) personal leave day shall be charged against sick leave and four (4) personal days shall not be chargeable against another leave, including sick leave. Effective January 1, 2003 each Employee shall receive four (4) personal days *per annum* of which one (1) shall be chargeable against sick leave.

For the purpose of this clause an Employee shall not be required to advise his/her superior of the reason for the personal leave day.

17.02 Employees must give the Chief of Police twenty-four (24) hours notice of their intention to take a personal day and must receive approval from the Chief to insure that the Borough has adequate personnel on hand to perform all necessary functions. The said personal leave days shall be non-accumulative.

17.03 Personal leave time under this Article shall be granted in units of not less than four (4) hours for each occasion.

17.04 The Chief of Police may disapprove personal leave when the granting of said personal leave will interfere with the efficient functioning of the Moonachie Police Department.

17.05 Notwithstanding anything in the above paragraphs to the contrary, each Employee shall be entitled to utilize three (3) of the five (5) personal leave days [and three (3) of the four (4) personal leave days after January 1, 2003] without providing any reason to the Chief of Police and the Chief of Police shall not deny such requests unless the most extreme emergent circumstances requiring total mobilization of the Department shall dictate otherwise.

VAM [Signature]

**18.00 LEAVE OF ABSENCE**

18.01 All permanent full time Employees covered by this Agreement may be granted a leave of absence without pay for a period not to exceed thirty (30) days.

18.02 The Employee shall submit in writing all facts bearing on the request to the Chief of Police or his/her designated representative who shall append his/her recommendations and forward the request to the Governing Body. The Governing Body shall consider each case on its merits and without establishing a precedent.

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**19.00 MEDICAL COVERAGE**

19.01 The Employer will provide and pay for Hospitalization, Major Medical Insurance and Dental Insurance for Employees and their dependents covered by this Agreement. Effective January 1, 2010, or as soon thereafter as administratively possible, the Patriot X Plan (with no gatekeeper/referral) shall be the base plan for all Employees and their dependents in the bargaining unit. The Borough shall pay the full cost of the premiums for all bargaining unit Employees that enroll in the Patriot X Plan. Employees opting for any other available coverage shall be responsible for any additional cost in premiums. The Patriot X Plan effective January 1, 2010 will not have any gatekeeper/referral requirement.

19.02 All increases in premiums during the term of this Agreement shall be borne entirely by the Employer.

19.03 a) The Borough shall maintain the currently effective medical assistance program at the same levels of coverage for all Police Department retirees.

Any Police Officer who retires with twenty-five (25) years of service with the Borough of Moonachie shall be entitled to all medical benefits that he or she had as an active member for himself/herself and his/her dependents. Those hired after January 1, 2012 shall serve twenty-five (25) years of service in the capacity of a police officer for the Borough of Moonachie in order to be eligible for post-employment health benefits.

The twenty-five (25) year length of employment service requirement is subject to change and will be lowered only upon adoption of State Law pertaining to length of service for normal service retirement with the Police and Firemen's Retirement Plan.

b) Employees hired on or before December 31, 2018 will be required to contribute towards the cost of benefits in retirement in the amount of One and one-half percent (1.5%) of the retiree's pension allowance from the New Jersey Police and Fire Retirement System. Contributions will be deducted directly from the retiree's pension allowance, or if that method is not available, retirees will be responsible for paying the full annual amount on or before July 1 of each calendar year.

Employees hired on or after January 1, 2019 will be required to contribute towards the cost of benefits in retirement in the amount required by P.L. 2011, Chapter 78. Contributions will be deducted directly from the retiree's pension allowance, or, if that method is not available, retirees will be responsible for paying the contribution amount on a quarterly basis on or before February 1<sup>st</sup>, May 1<sup>st</sup>, August 1<sup>st</sup> and November 1<sup>st</sup> of each calendar year.



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The Borough has the right to cancel the Employee's health insurance benefit for non-payment, but any cancellation must be conducted in accordance with law and not earlier than thirty (30) days after notifying the Employee in writing that the Borough did not receive the Employee's payment.

c) Employees hired on or before December 31, 2018 will continue to receive all medical benefits that he or she had as an active member until such time as the Employee qualifies for Medicare at which point the Borough benefit plan shall become secondary to Medicare.

Employees hired on or after January 1, 2019, shall continue to receive all medical benefits that he or she had as an active member until age 65 or until such time as the Employee qualifies for Medicare, whichever shall come first, at which point the Borough benefit plan will cease. When the Employee is no longer covered by benefits, the Employee shall have no obligation to make contributions to the Borough in accordance with P.L. 2011, Chapter 78.

d) In the event a Police Officer becomes totally disabled so he or she can do no work for pay or profit or becomes totally and permanently disabled for further duty as the direct result of a traumatic event occurring as a result of the performance of duty, he or she will be entitled to all medical benefits as specified in this Article for himself/herself and his/her dependents

19.04 The Borough of Moonachie reserves the right to change the carrier providing the medical benefits referred to in 19.01 provided, however, that the benefits to be furnished by a replacement carrier shall be at least the equivalent of the benefits presently being furnished or better. The PBA representative will be notified fifteen (15) days prior to any change in the carrier.

19.05 MEDICAL COVERAGE OPT OUT

Effective January 1, 2010, the Borough shall implement a Medical Coverage "Opt Out" program which shall be included in a new Section 19.05 of the Collective Bargaining Agreement as follows:

All bargaining unit Employees shall have the individual option to "opt out" of the medical coverage provided by this Article on an annual basis. As a condition of the right to "opt out" the Employee must show proof of alternate coverage from another source with similar benefit levels. An Employee who "opts out" of coverage on an annual basis shall have the right to opt back into coverage under this Article during a specified window period each year and shall further have the right to opt back into Borough coverage in the event of a life changing event *i.e.*, loss of spousal coverage, death of spouse, *etc*

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The Employee who "opts out" shall be entitled to a payment of fifty percent (50%) of the premiums saved by the Borough from the Patriot X Plan which resulted from the Employee exercising the option to "opt out." The amount of payment shall be defined as fifty percent (50%) of what the Borough would have paid for all of the coverages which were the subject of the "opt out" and such fifty percent (50%) of savings shall be paid in a single check directly to the Employee during the first pay period of December of each year in the year that the Employee "opts out."

19.06 In accordance with Public Law Chapter 78 of 2011, contribution to medical insurance by active employees in the PBA bargaining unit shall not be negotiable during the term of this agreement. If Public Law Chapter 78 of 2011 is modified or amended to change the contribution obligations of employees, contribution obligations shall be set in accordance with applicable state law.

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**20.00 INSURANCE**

20.01 The Employer will continue to provide existing insurance coverage to Employees covered under this Agreement, protecting them from civil suits arising out of the performance of their duties including but not limited to the following: False arrest, malicious prosecution, libel, slander, defamation of character, violation of the right of privacy, invasion of the right of privileged occupancy and the invasion of civil rights.

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**21.00 ACCIDENTAL DEATH OR DISMEMBERMENT**

- 21.01 The Employer will provide, at its own cost and expense and without costs to the Employee, an accidental death and dismemberment policy for the Employees in the full amount of Five Thousand Dollars (\$5,000.00) per Employee.
- 21.02 A disclaimer by the carrier shall create no additional rights against the Borough under this Section.

**21.03 DISABILITY INSURANCE**

- 21.04 The Employer will provide, at its own cost and expense and without costs to the Employee, a long term disability insurance policy for the Employees in accordance with the terms and conditions set forth in Appendix "D" attached.

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**22.00 BULLETIN BOARD**

- 22.01 The Employer will supply one (1) Bulletin Board for the use of the Association to be placed in a conspicuous location.
- 22.02 The Bulletin Board shall be for the use of the Association for the posting of notices and bulletins pertaining to Association business and activities or matters dealing with the welfare of Employees.
- 22.03 No matter may be posted without receiving permission of the officially designated Association representative.
- 22.04 Any bulletins deemed detrimental to the operation of the Department may be rejected for posting by the Chief of Police. However, approval for posting shall not be unreasonably withheld.

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**23.00 CEREMONIAL ACTIVITIES**

- 23.01 In the event a Police Officer in another Department in the State of New Jersey is killed in the line of duty, the Employer will permit at least one (1) uniformed Police Officer of the Department to participate in funeral services for the said deceased Officer.
- 23.02 Subject to the availability of same, the Employer will permit a Department Police vehicle to be utilized by the members in the funeral service.
- 23.03 Police Officers participating in such funeral services shall not be entitled to any compensation during the time in which they are participating in said funeral services unless otherwise agreed to by the Mayor and Council.

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**24.00 PERSONNEL FILES**

- 24.01 A separate personal history file shall be established and maintained for each Employee covered by this Agreement; personal history files are confidential records and shall be maintained in the Office of the Chief of Police.
- 24.02 Any member of the Police Department may by appointment review his/her personnel file but this appointment for review must be made through the Chief of Police or his/her designated representative.
- 24.03 Whenever a written complaint concerning an Officer or his/her actions is to be placed in this personnel file a copy shall be made available to him/her, and he or she shall be given the opportunity to rebut it if he or she so desires, and he or she shall be permitted to place said rebuttal in his/her file.
- 24.04 All personal history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom.

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**25.00 MILITARY SERVICE**

- 25.01 Military leave for Employees training or serving with the National Guard or the Armed Forces of the United States will be granted in accordance with the laws applying to such cases.
- 25.02 All Employees covered by this Agreement who have served in the military prior to their employment under the terms of this contract, shall for pension benefits only, be able to include those years of military service, to a maximum of three (3) years, as part of the twenty-five (25) years of service required for retirement benefits.



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## 26.00 GRIEVANCE PROCEDURE

26.01 To provide for the expeditious and mutually satisfactory settlement of grievance arising with respect to complaints occurring under this Agreement, the following procedures shall be used.

26.02 For the purposes of this Agreement, the term "grievance" means any complaint, difference or dispute between the Employer and any Employee with respect to the interpretation, application or violation of policies, agreements and administrative decisions affecting them.

26.03 The procedure for settlement of grievances shall be as follows:

A. Step One

In the event that any Employee covered by this Agreement has a grievance, within four (4) working days of the occurrence of the event being grieved the Employee shall discuss it informally with the Chief of Police or his/her designee. The Chief shall decide the grievance within four (4) working days after the grievance is first presented to him/her.

B. Step Two

If the Association wishes to appeal the decision of the Chief of Police or his/her designee, it shall be presented in writing to the Employer's Governing Body or its delegated representative, within ten (10) working days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Employer's Governing Body or its delegated representative may give the Association the opportunity to be heard and will give his/her decision in writing within ten (10) working days of receipt of the written grievance.

C. ARBITRATING

1) If no satisfactory resolution of the grievance is reached at Step Two, then within ten (10) working days the grievance shall be referred to the Public Employment Relations Commission for the selection an Arbitrator, pursuant to the rules of said Commission. The decision of the Arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.

2) The Arbitrator shall have no authority to add to or subtract from the Agreement.

3) It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the Employer's Governing Body or its representative on the grievance. Further, it is the intent

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of the parties that no matter in dispute that is subject to the review and/or the decision of the Civil Service Commission of the State of New Jersey may be submitted to arbitration. The parties herein direct the Arbitrator not to accept or to decide any matter in dispute that is subject to Civil Service Commission review and decision.

4) No Employee covered by this Agreement may have the right to process his/her own grievance without his/her representative.

5) The time limits expressed herein shall be strictly adhered to. If any grievance has been initiated within the limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the succeeding Step in the Grievance Procedure within the time limits prescribed, then the disposition of the grievance at the last preceding Step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any Step in the Grievance Procedure.

6) Said arbitration agreement shall be enforceable in a civil action only.

7) It is agreed between the parties that only one (1) issue may be submitted at one (1) time for resolution by a Grievance Arbitrator.

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**27.00 LABOR MANAGEMENT COMMITTEE**

- 27.01 As soon as practicable after execution of this Agreement, a Labor Management Committee shall be established consisting of representatives of the Employer and the Association.
- 27.02 The function of this Committee shall be to facilitate communication between the parties to promote a climate conducive to constructive Employee relations, to recommend resolution of Employee relations problems which may arise in the administration of this Agreement and to discuss other matters of mutual interest.
- 27.03 The Committee will meet at mutually acceptable times and places, with either party having the right to request a meeting.
- 27.04 Requests for meetings should be made at least a week in advance with the requesting party submitting an agenda of the topics for discussion.
- 27.05 The size of the Committee may vary according to the topics to be discussed and shall be limited to the least number of representatives from each party needed to accomplish the business at hand.
- 27.06 Nothing contained in this Section is intended to restrict in any way the normal informal discussion and resolution of problems by Employer and Association representatives.
- 27.07 If agreement is reached between the parties as to any such additional issues, then, and in that event, any such agreed upon language shall become part of this Agreement upon the execution of same, duly signed by the Association President and the Mayor and Council of the Borough.

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**28.00 HOLIDAYS**

28.01 All Employees covered by this Agreement shall be entitled to and will receive fourteen (14) paid holidays per year.

28.02 The holidays noted herein shall be set forth in Appendix "C".

28.03 The holiday benefit shall be folded into regular biweekly pay and used for all calculation purposes as part of the regular payroll. The base rates set forth at Appendix "A" of this contract (p.46-47) include the holiday value.

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**29.00 WORK INCURRED INJURY**

- 29.01 Where an Employee covered under this Agreement suffers a work connected injury or disability, the Employer shall continue such Employee at full pay, during the continuance of such Employee's inability to work, for a period of up to one (1) year. During this period of time, all temporary disability benefits accruing under the provisions of the Worker's Compensation Act and any other plan provided and paid for by the Employer shall be paid over to the Employer.
  
- 29.02 The Employee shall be required to present evidence by a certificate of a responsible physician that he or she is unable to work and the Employer may reasonably require that said Employee present such certificates from time to time. The Employer may direct that the Employee submit to a physical examination by the Borough physician or any other doctor designated by the Governing Body.
  
- 29.03 In the event the Employee contends that he or she is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Employer or its insurance carrier, then, and in that event, the burden shall be upon the Employee to establish such additional period of disability by obtaining a judgment in the Division of Worker's Compensation establishing such further period of disability and such finding by the Division of Worker's Compensation or, by the final decision of the last reviewing court shall be binding upon the parties.
  
- 29.04 For the purpose of this Article, injury or illness incurred while the Employee is acting in any Employer authorized activity, shall be considered in the line of duty.
  
- 29.05 In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of an appropriate Worker's Compensation judgment, or, if there is an appeal therefrom the final decision of the last reviewing Court.
  
- 29.06 An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave policy hereto agreed upon between the parties.

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**30.00 EDUCATION INCENTIVE**

30.01 In addition to all other wages and benefits provided in this Agreement, each Employee shall be entitled to college tuition reimbursement payments in the amount of Forty Dollars (\$40.00) per credit.

30.02 Said tuition reimbursement payments shall be made on a one (1) time basis and shall only be made upon satisfactory completion of a course in Police Science or related courses leading to a Police Science degree.

30.03 Degree status conferred in the field of Police Science will, upon proof of degree, increase that Officer's salary by Three Hundred Fifty Dollars (\$350.00) per year which shall be included within the Employee's biweekly paycheck.

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**31.00 TRAINING DAY**

31.01 The Employer agrees to compensate all Employees covered by this Agreement at the time and one-half (1 ½) rate for attending required training courses on their own time.

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**32.00 PENSION**

32.01 The Employer shall provide pension and retirement benefits to Employees covered by this Agreement pursuant to provisions of the statutes and laws of the State of New Jersey.

32.02 The Employer will pay to the appropriate Police Retirement Fund all amounts which the fund will accept on account of any payments made to Employees pursuant to this Agreement.

32.03 It is agreed that in the event that the parties have a dispute as to whether a payment should or should not be made to the appropriate Police Retirement Fund, then, and in that event, resolution of the said dispute shall be made by the appropriate fund and the parties to this Agreement agree to be bound thereby.



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**33.00 STAND BY TIME**

33.01 Stand by time shall be considered as time worked if the Employer requires the Employee to remain in a fixed location. Stand by time shall be paid at the rate of straight time pay with a maximum allowance of four (4) hours in one (1) day.

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**34.00 COURT TIME**

- 34.01 Court time, as referred to in this Article, shall consist of all time excluding regular tours of duty during which any Employee in good standing covered under this Agreement shall be required to attend any forum as authorized by law for matters arising out of his/her Police duties.
- 34.02 All such required Court time shall be considered as overtime and shall be compensated at time and one-half (1 ½).
- 34.03 When an Employee covered under this Agreement shall be required to travel more than a five (5) mile radius from any forum as noted in this Article, such travel time shall be considered and included in the computation of the amount of overtime to which the Employee is entitled provided, however, that such travel time shall be computed between the Employer's Police Headquarters and the pertinent forum.
- 34.04 The amount of overtime to which an Employee may be entitled under this Article shall be the actual time required in the appropriate forum together with any applicable travel time, subject to the minimum hours set forth in Section 34.06.
- 34.05 Payments under this Article shall be the actual Court time logged by the Court Clerk subject to the minimum hours set forth in Section 34.06.
- 34.06 Overtime payments as it relates to this Section shall be subject to the following minimum hours or the actual hours recorded by the Court Clerk, whichever is greater. The minimum time compensation shall be three (3) hours.

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**35.00 PRIORITY FOR OVERTIME**

- 35.01 Overtime for regularly scheduled shifts and details will be offered to regular full time Employees of the Department first, in an order of preference based upon a rotating Seniority Roster.
- 35.02 There may be certain situations in which the Department because of special skills or other attributes of a particular Officer, determines that it is in the best interest of the Employer to bypass an Employee on the Seniority List.
- 35.03 While this Agreement contemplates the possibilities noted in Section 35.02, it is agreed and understood that such by-passed Employee or Employees, must become next on the list for the purposes of overtime roster.
- 35.04 The purpose of this Section is to equalize overtime among Employees and same shall not be defeated by the Employer's selection of special persons for special details as set forth herein.
- 35.05 Such overtime will be offered to persons other than full time Employees only if it has first been refused by each member on the Seniority Roster aforementioned.

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## **36.00 RIGHTS OF EMPLOYEES**

- 36.01 Members of the Moonachie Police Department hold a unique status as Police Officers in that the nature of their office and employment involves the exercise of a portion of the Police power of the Borough of Moonachie.
- 36.02 The security of the community depends to a great extent on the manner in which Police Officers perform their duties. Their employment is thus in the nature of a public trust.
- 36.03 The cognizance and control of the government, administration, disposition and discipline of the Department is the responsibility of the Borough and the Chief of Police.
- 36.04 In administering the Department, the law empowers the Borough to appoint Superiors to exercise various powers of command over subordinates. In addition, they have promulgated various rules and procedures to guide members of the force in the performance of their duties.
- 36.05 The wide ranging powers and duties given to the Department and its members involve them in all manners of contacts and relationships with the public. From these contacts come many questions concerning the actions of members of the force. These questions often require immediate investigation by Superior Officers. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline without in any way impairing the rights and obligations of the Municipality and the Chief of Police, the following guidelines are promulgated:
- 36.06 In all cases where an Officer is expressly threatened with disciplinary action or suspension resulting from his/her performance or non-performance in the line of duty, he or she shall upon being so advised, have the right to consult with counsel or anyone else prior to being questioned by his/her Superior Officer provided that the interrogation is not unduly delayed. This interrogation may not be postponed beyond 10:00 A.M. of the day following notification of the interrogation.
- 36.07 The aforementioned guidelines will be observed by Superior Officers who shall include the Chief of Police. In the event a Superior Officer who is subordinate to the Chief of Police shall desire to interrogate another Officer under the conditions herein described, the Officer to be interrogated may request as a condition precedent to questioning that the Chief of Police be advised as to the interrogation. Where such a request is made the Chief of Police shall require that the interrogator allow for consultation as herein otherwise provided should such be the further request of the person to be interrogated.
- 36.08 The rights provided for herein are intended to prevent the Officer to be interrogated from being subject to disciplinary action by reason of his/her failure to answer questions of a Superior Officer until his/her right to consultation herein provided for has been afforded, provided consultation is requested. This provision is not intended nor shall it be invoked

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to frustrate the everyday operation of the Police Department or to provide a defense to a Departmental charge other than a failure to respond to questioning.

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**37.00 SAVINGS CLAUSE**

- 37.01 It is understood and agreed that if any portion of this Agreement to any person or circumstance shall be invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall to be affected thereby.
- 37.02 If any such provisions are so invalid, the Employer and the Association will meet for the purpose of negotiating changes made necessary by applicable law.

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**38.00 PRESERVATION OF RIGHTS**

- 38.01 Unless a contrary intent is expressed in this Memorandum of Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any Police Officer pursuant to any rules, regulations, statute or otherwise shall not be limited, restricted, impaired, removed or abolished.
- 38.02 Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

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**39.00 SEVERANCE BENEFITS**

- 39.01 Any Employee who retires, dies, or is separated from employment provided such is not based "upon just cause" shall be entitled to his/her pro-rata share of all benefits which he or she has accrued as of the date of separation from employment. All benefits shall be prorated based upon the number of days worked for that calendar year. In the event of death, all benefits shall be paid to the Employee's estate.
  
- 39.02 The reverse application of the above principles would apply in the event that the Employee separated from employment before actually earning benefits which said Employee had already used while employed.



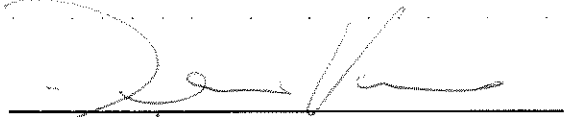
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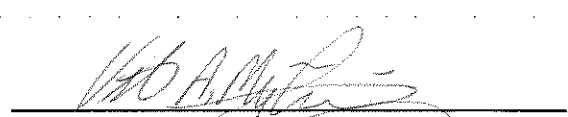
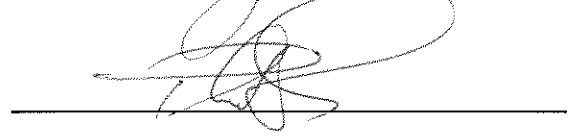
**40.00 TERM OF CONTRACT**

40.01 This contract shall be effective January 1, 2019 and shall terminate on December 31, 2022, or until such time as a new contract is executed.

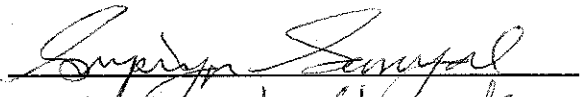
**BOROUGH OF MOONACHIE**

**PBA LOCAL 102 MOONACHIE UNIT**

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
  
\_\_\_\_\_

**ATTEST:**

  
\_\_\_\_\_  
Borough Clerk

Date: 2/20/2019

**APPENDIX "A"**

1. Employees hired prior to January 1, 2016

<b>Patrol Officer</b>	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>
	<b>1/1/2019</b>	<b>1/1/2020</b>	<b>1/1/2021</b>	<b>1/1/2022</b>
0 to 1 Year	\$47,488	\$47,488	\$47,488	\$47,488
1 to 2 Years	\$63,033	\$63,033	\$63,033	\$63,033
2 to 3 Years	\$72,375	\$72,375	\$72,375	\$72,375
3 to 4 Years	\$81,708	\$81,708	\$81,708	\$81,708
4 to 5 Years	\$92,216	\$92,216	\$92,216	\$92,216
5 to 6 Years	\$102,721	\$102,721	\$102,721	\$102,721
6 to 7 Years	\$114,394	\$114,394	\$114,394	\$114,394
Over 7 Years (Maximum)	\$130,661	\$133,274	\$135,273	\$137,302
<b>Sergeant</b>				
0 to 6 Months in Sgt. Rank	\$133,275	\$135,941	\$137,980	\$140,050
After 6 Months in Sgt. Rank	\$135,890	\$138,607	\$140,686	\$142,797
<b>Lieutenant</b>	\$138,607	\$141,379	\$143,500	\$145,653

Rates above include Holiday Benefit. Longevity is not included in the above rates.

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2. Employees hired on or after January 1, 2016

<b>Patrol Officer</b>	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>
	<b>1/1/2019</b>	<b>1/1/2020</b>	<b>1/1/2021</b>	<b>1/1/2022</b>
0 to 1 Year	\$42,451	\$42,451	\$42,451	\$42,451
1 to 2 Years	\$50,238	\$50,238	\$50,238	\$50,238
2 to 3 Years	\$58,024	\$58,024	\$58,024	\$58,024
3 to 4 Years	\$65,810	\$65,810	\$65,810	\$65,810
4 to 5 Years	\$73,596	\$73,596	\$73,596	\$73,596
5 to 6 Years	\$81,383	\$81,383	\$81,383	\$81,383
6 to 7 Years	\$89,169	\$89,169	\$89,169	\$89,169
7 to 8 Years	\$96,955	\$96,955	\$96,955	\$96,955
8 to 9 Years	\$104,741	\$104,741	\$104,741	\$104,741
9 to 10 Years	\$112,527	\$112,527	\$112,527	\$112,527
10 to 11 Years	\$120,314	\$120,314	\$120,314	\$120,314
Over 11 Years	\$130,661	\$133,274	\$135,273	\$137,302

Rates above include Holiday Benefit. Longevity is not included in the above rates.

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**APPENDIX "B"**  
**VACATION**

**YEARS OF SERVICE**

**NUMBER OF WORK DAYS**

Commencing 0-4 Years	12
Commencing 5-9 Years	15
Commencing 10 Years	16
Commencing 11 Years	17
Commencing 12 Years	18
Commencing 13 Years	19
Commencing 14 Years	20
Commencing 15 Years	21
Commencing 16 Years	22
Commencing 17 Years	23
Commencing 18 Years	24
Commencing 19 Years	25

Patrolmen shall not be entitled to take their first year's vacation allowance until after six (6) months of completed service.

Patrolmen hired on or after January 1, 2016 shall receive a maximum amount of 21 work days based upon the years of service set forth above.

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**APPENDIX "C"**  
**HOLIDAYS**

Each Employee shall be paid an additional day's pay for each holiday enumerated in this Agreement which will be termed the Personal Holiday Benefit.

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veteran's Day
11. General Election Day
12. Thanksgiving Day
13. Day after Thanksgiving
14. Christmas Day

The entire holiday benefit shall be added to and paid along with regular pay and used for all calculation purposes as part of the regular payroll process.

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SCHEDULE  
OF  
BENEFITS

**APPENDIX "D"**  
**LONG TERM DISABILITY**

**Eligible Employees**

All Active Full Time Employees

**Class Specific Benefits**

Percent of Monthly Income:	60%
Integration Method:	Direct, Full Family, NJ TDB, Social Security and Public Employee Retirement Systems
Minimum Monthly Benefit:	\$100
Maximum Monthly Benefit:	\$5,000
Disability Definition:	Two (2) years own occupation, Any Occupation thereafter
Elimination Period:	Three (3) months
Maximum Benefit Duration:	Two (2) year Total Benefit
Partial Disability:	Seven Percent (7 % ) Indexing Factor with Five (5) Annual Adjustments
Mental Illness, Alcoholism, Drug Abuse:	Standard Twenty-Four (24) Months Outpatient; Inpatient Treated Same as Any Other Disability
Pre-Existing Condition:	Treatment Free for Three (3) Months or Covered for Twelve (12) Months