

635

**AGREEMENT**

**BETWEEN**

**TOWNSHIP OF BLOOMFIELD**

**AND**

**THE SUPERIOR OFFICERS COMMITTEE  
BLOOMFIELD POLICE DEPARTMENT**

---

**JANUARY 1, 1996 THROUGH DECEMBER 31, 1997**

---

# POLICE SUPERIORS CONTRACT

Corrections/Addendum

1/1/96 - 12/31/97

1) Article XIII  
(D7)

D7 to be added

7.) the township agrees that it will not insist on seeing the prescription form as a condition of reimbursement.

*M.F./C.R.  
Jm*

2) Article XIV  
(A)

Should read as follows:

so act for a period of at least two (2) consecutive tours...

*M.F./C.R.  
Jm*

3) Article VII

Subsection D, Page 16 should read:  
leave equal fifty (50) days for personnel.

*M.F./C.R.  
Jm*

4) Article VIII  
Page 18

G-1 Eliminate/this is an option in which pay will be placed into regular pay for pension purposes.

*M.F./C.R.  
Jm*

Replace with:

G-1 In principle, Article VII, Section I has been changed and will now reflect a program in which Holiday Pay will be eliminated after completing twenty-two (22) years in the pension system.

G-2 Is eliminated.

G-3 Will become G-2

G-4 Will become G-3

G-5 Will become G-4

*M.F./C.R.  
Jm*

*M.F./C.R.  
Jm*

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE	1
I.	RECOGNITION	2
II.	MANAGEMENT RIGHTS	3
III.	GRIEVANCE PROCEDURE	4
IV.	DEDUCTIONS FROM SALARY	9
V.	NO-STRIKE PLEDGE	10
VI.	HOURS OF WORK AND OVERTIME	11
VII.	VACATION LEAVE	15
VIII.	HOLIDAY PAY	17
IX.	HOLIDAY LEAVE	19
X.	PERSONAL LEAVE	20
XI.	SICK LEAVE	21
XII.	WORK-CONNECTED INJURY LEAVE	23
XIII.	HEALTH, DENTAL, PRESCRIPTION DRUGS AND LIFE INSURANCE	24
XIV.	PAY FOR WORK IN HIGHER RANK	27
XV.	CLOTHING ALLOWANCE/AMMUNITION ALLOWANCE	28
XVI.	MILITARY LEAVE	30
XVII.	RETENTION OF BENEFITS	30
XVIII.	DEATH IN FAMILY LEAVE	31
XIX.	RETIREMENT BENEFITS	32
XX.	BUSINESS EXPENSES	32
XXI.	LONGEVITY	33
XXII.	SALARIES	34
XXIII.	COMMITTEE REPRESENTATIVES	35
XXIV.	TERMINAL LEAVE	36
XXV.	SEPARABILITY AND SAVINGS	37
XXVI.	FULLY BARGAINED PROVISIONS	37
XXVII.	TERM AND RENEWAL	38
	SCHEDULE A - SALARIES	39

PREAMBLE

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1997 by and between the TOWNSHIP OF BLOOMFIELD, in the County of Essex, New Jersey, a Municipal Corporation of the State of New Jersey (hereinafter called the "Township" or the "Employer") and THE SUPERIOR OFFICERS COMMITTEE, BLOOMFIELD POLICE DEPARTMENT (hereinafter called the "Committee").

ARTICLE I

RECOGNITION

The Township hereby recognizes the Committee as the exclusive majority representative for all Sergeants, Lieutenants and Captains in the Police Department of the Township.

ARTICLE II

MANAGEMENT RIGHTS

A. The Employer 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:

1. To the Executive Management and Administrative control of the government and its properties and facilities and the activities of its employees;

2. To hire all employees and subject to the provisions of law, to determine their qualification and conditions for continued employment or assignment and to promote and transfer employees;

3. To take any disciplinary action permitted by law for good and just cause.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and by the Constitution and Laws of New Jersey and of the United States.

ARTICLE III

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

B. Definition

The term "grievance" as used herein means any complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement and may be raised by an individual, the Committee on behalf of an individual employee or group of employees, or the Township.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

STEP ONE:

(a) An aggrieved employee, the Committee on behalf of an aggrieved employee or employees, or the Township shall institute action under the provisions hereof within ten (10) working days of the occurrence giving rise to the grievance and

an earnest effort shall be made to settle the differences between the aggrieved employee and his Division Commander, for the purpose of resolving the matter informally. Failure to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance.

(b) The Division Commander shall render a decision within five (5) calendar days after receipt of the grievance.

Step Two:

(a) In the event the grievance has not been resolved in or at Step One, the employee or the Committee shall, in writing and signed, file the grievance with the Chief of Police, within three (3) calendar days following the determination at Step One.

(b) The Chief of Police shall render a decision, in writing, within five (5) calendar days from receipt of the grievance. However, in the event the Chief of Police is on leave, off duty or out of town, the five (5) calendar day time limit shall not begin running until the Chief of Police has returned.

Step Three:

(a) In the event the grievance has not been resolved in or at Step Two, the employee or the Committee may appeal, in writing, the Chief of Police's determination to the Township Administrator within five (5) working days following the determination at Step Two.



(b) The Township Administrator shall render a determination, in writing, within ten (10) calendar days from receipt of the appeal. However, in the event the Township Administrator is on leave, off duty or out of town, the ten (10) calendar day time limit shall not begin running until the Township Administrator has returned.

Step Four:

(a) In the event the grievance has not been resolved in or at Step Three, the employee or the Committee may appeal, in writing, the Township Administrator's determination to the Mayor and Township Council within five (5) calendar days following the determination at Step Three.

(b) The Mayor and Township Council shall render a determination, in writing, within fifteen (15) calendar days from receipt of the appeal.

Step Five:

(a) In the event the grievance has not been resolved in or at Step Four, the matter may be referred to arbitration as hereinafter provided.

(b) In the event that the Township or the Committee desires to submit a grievance to arbitration, the following procedure shall be followed:

(1) The party demanding arbitration shall serve written notice of its intention to arbitrate on the other party within ten (10) calendar days following receipt of the Mayor and Council's determination.

(2) The party demanding arbitration shall request the New Jersey State Board of Mediation to appoint an arbitrator. The selection of the arbitrator shall be conducted in accordance with the rules and regulations of the New Jersey State Board of Mediation.

(3) The costs of the services of the arbitrator shall be borne equally by the Township and the Committee.

(4) The decision of the arbitrator shall be in writing and shall include the reasons for such decision.

(5) The decision of the arbitrator shall be final and binding according to law upon the Township and the Committee.

D. A failure to respond to any Step in this procedure by the Township or its agents shall be deemed to be a negative response and upon the termination of the applicable time limits the grievant may proceed to the next step.

E. Time limits may be extended by the parties by mutual written agreement in instances where a designated member of the Grievance Committee or a Township Official, whose presence is required or necessary to present, hear or resolve a grievance, is unavailable because of illness, vacation or other bona fide cause.

F. The Township reserves the right to file, in writing, a grievance on its behalf with the Committee which shall conduct a conference with representatives of the Township (not to exceed three (3)) within ten (10) calendar days of filing of the grievance. In the event no adjustment has been satisfactorily

made within ten (10) calendar days after such meeting, either party may file within ten (10) calendar days for final and binding arbitration in accordance with this Article.

G. In the event the aggrieved elects to pursue remedies available through Civil Service, the grievance shall be cancelled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) calendar days after the decision rendered by the Mayor and Council on the grievance. In the event the grievant pursues his remedies through Civil Service, the arbitration hearing, if any, shall be cancelled and the filing fees and expenses incurred thereby shall be paid by the grievant or the Committee.

ARTICLE IV

DEDUCTIONS FROM SALARY

A. The Employer agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the PBA. Such deductions shall be made in compliance with Chapter 310, P.L. 1967, N.J.S.A. (R.S. 52:14-15.9(e)), as amended. Said monies together with records of any corrections shall be transmitted to the Committee Treasurer within three (3) working days from the payroll period ending date of each bi-weekly payroll period.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Committee shall furnish to the employer written notice thirty (30) days prior to the effective date of such change and shall furnish new authorizations from its members showing the authorized deduction for each employee.

C. The Committee will provide the necessary "check off authorization" form and deliver the signed forms to the appropriate office. The Committee shall indemnify, defend and save the employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the employer in reliance upon salary deduction authorization cards submitted by the Committee to the employer.

ARTICLE V

NO-STRIKE PLEDGE

A. The Committee covenants and agrees that during the terms of this Agreement neither the Committee nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other deliberate interference with normal work procedures against the employer. The Committee agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown or walkout it is covenanted and agreed that participation in any such activity, by any employee covered under the terms of this Agreement, may be deemed grounds for termination of employment of such employee or employees subject, however, to the application of either the Grievance Procedure contained in Article III.

C. The Committee will actively discourage and will take all affirmative steps which are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other deliberate interference with normal work procedures against the employer.

D. Nothing contained in this Agreement shall be construed to limit or restrict the employer in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damage, or both, in the event of such breach by the Committee or its members.

ARTICLE VI

HOURS OF WORK AND OVERTIME

A. Employees shall be assigned, at the discretion of the Chief of Police, to work eight (8) hour shifts of four (4) consecutive days on and two (2) consecutive days off or five (5) consecutive days on and two (2) consecutive days off except in case of emergency as provided in Section 21-5 of "Bloomfield Town Code."

B. The normal daily tour of duty is as follows:

5-2 Personnel

1. Fifteen (15) minutes prior to commencement of tour of duty: for show up and shape up (Training).

2. Fifteen (15) minutes after tour of duty: to complete reports and transfer of information, if necessary.

3. Memorial Day inspection.

The Committee shall cooperate with the Chief of Police in connection with the efforts to recruit volunteers to march in the annual Memorial Day Parade.

4. Departmental meetings, if necessary.

5. Personnel conferences with individual subordinates, if necessary.

6. Normal tour of duty consists of eight (8) hours plus #1-5 above.

4-2 Personnel

1. Ten (10) minutes prior to commencement of tour of duty: show up.

2. Fifteen (15) minutes after tour, if necessary, to complete reports and orderly changing of shifts.

3. Formal classroom training: twenty (20) hours per year: staff meetings and training.

4. Memorial Day inspection.

The Committee shall cooperate with the Chief of Police in connection with the efforts to recruit volunteers to march in the annual Memorial Day Parade.

5. Departmental meetings, if necessary.

6. Personnel conferences with individual subordinates, if necessary.

7. Normal tour of duty consists of eight (8) hours plus #1-6 above.

C. The normal yearly work schedule shall consist of two thousand eighty (2080) hours per year.

D. 1. Hours worked in excess of those regularly scheduled, as provided in Sections A, B and C above, shall be deemed overtime provided such work has been authorized and shall be compensated at one and one-half (1-1/2) times the regular rate of pay. In the computation of an employee's regular hourly rate of pay, an employee's base annual salary plus longevity shall be divided by two thousand eighty (2080) hours.

2. The present methods utilized in computation of overtime, for those eligible, shall be maintained as stated in a certain ordinance entitled, "An Ordinance Establishing an Overtime Pay Program for the Officers and Members of the Police

and Fire Departments of the Township of Bloomfield," adopted October 21, 1968, Volume 11 of Town Ordinances, pages 112, etc.

E. Those employees who are assigned to the five (5) consecutive days on two (2) consecutive days off tour of duty who by working their regularly scheduled normal tour, work in excess of two thousand eighty (2080) hours per year, shall be compensated as follows for said extra time:

1. One (1) compensatory day off per month.
2. Five (5) days off as follows:

New Year's Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

F. Payment for overtime hours worked shall be in the next bi-weekly paycheck if payment is chosen instead of compensatory time. Overtime shall be paid at the rate of pay in effect on the date that overtime is worked.

Employees may, at their option, take "time-coming" in lieu of pay for overtime. The "time-coming" shall be earned at the rate of time and one-half (1-1/2) and shall be granted when requested provided manpower requirements are met. This "time-coming" provision shall not apply to compensatory days granted to 5-2 personnel under Paragraph E hereof.

G. In the event an employee is required, on behalf of the Township of Bloomfield, to appear in any judicial or administrative proceeding on his day off, time off or vacation time, in connection with his duties as a police officer, he shall



be paid one and one-half (1-1/2) times his regular hourly rate of pay, except that an employee who is required to appear in Superior Court or Municipal Court for criminal cases or motor vehicle cases shall receive a minimum of 4 hours pay at one and one-half (1-1/2) his regular hourly rate.

H. The Township will pay eight (8) hours pay for eight (8) hours of overtime worked, in the event an employee is required to work two (2) consecutive or continuous shifts.

I. Captains shall be paid two hundred (\$200) dollars per calendar year for the administration of overtime in their divisions and shall be ineligible for any overtime pay. The flat rate of pay of two hundred (\$200) dollars shall be payable semi-annually, one hundred (\$100) dollars in July and one hundred (\$100) dollars in December of each year.

ARTICLE VII

VACATION LEAVE

A. Employees shall receive vacation with pay according to the following schedule:

1. In the 1st calendar year of service, an employee earns 1.416 working days each month or major fraction thereof of service and may take NO days vacation.

2. In the 2nd calendar year of service, an employee is credited with seventeen (17) working days per year of service and may take the number of days earned in the 1st calendar year of service as vacation.

3. In the 3rd through 10th calendar year of service, an employee is credited with seventeen (17) working days per year of service and may take seventeen (17) working days vacation.

4. In the 11th through 20th calendar year of service, an employee is credited with twenty-three (23) working days per year of service and may take twenty-three (23) working days vacation.

5. In the 21 calendar year of service and thereafter, an employee is credited with twenty-five (25) working days per year of service and may take twenty-five (25) working days vacation.

B. The total years of service after permanent appointment of each employee in the classified Civil Service shall be considered in determining annual vacation leave provided under the above schedule.

C. Vacation leave shall be taken in accordance with paragraph A of this Article at such time as suggested by the Chief of Police unless the Chief of Police, in his sole discretion, determines and certifies that it cannot be taken because of pressure of work or other emergency situation.

D. When in any calendar year the annual vacation leave, or any part thereof, is not granted and taken, such annual vacation leave or part thereof not granted and taken shall accumulate to the credit of the individual employee. No employee upon termination by reason of retirement, resignation, layoff or death shall be paid in excess of two (2) years accrued vacation leave, e.g., two (2) years accrued leave equals forty-two (42) days for personnel with twenty (20) years of service in 1990.

E. Employees who have been permitted, prior to the signing of this Agreement, to carry over and accumulate vacation beyond the year following the calendar year in which it is earned due to the pressure of work or other emergency situation, as noted in paragraph C above, will not forfeit any such vacation.

ARTICLE VIII

HOLIDAY PAY

A. Every employee shall be granted fifteen (15) holidays, with pay, in lieu of time off, for the following holidays:

- |                          |                            |
|--------------------------|----------------------------|
| 1. New Year's Day        | 8. Columbus Day            |
| 2. Lincoln's Birthday    | 9. General Election Day    |
| 3. Washington's Birthday | 10. Veterans' Day          |
| 4. Good Friday           | 11. Thanksgiving Day       |
| 5. Memorial Day          | 12. Day after Thanksgiving |
| 6. Independence Day      | 13. Christmas Day          |
| 7. Labor Day             | 14. Floating Holiday       |
|                          | 15. Training Day           |

B. Every employee shall be compensated for such holidays on the basis of one-tenth (1/10) of their bi-weekly pay for each such holiday. The bi-weekly pay shall be established as of July 1, or effective date of termination by reason of death or retirement, if earlier, and shall consist of basic salary plus longevity. This compensation shall be in addition to the equivalent time paid for such holidays.

C. Holiday pay shall be paid with the first pay in December only for the number of holidays heretofore recited in Paragraph A, which holidays fall within the period commencing January 1 or a later commencement date and terminating on December 31.

D. Employees who are terminated by reason of death or retirement during the calendar year shall be paid only for the number of holidays heretofore recited in Paragraph A, which holidays fall prior to the date of termination.

Employees who shall be terminated for any other reason than death or retirement during the calendar year shall not be

paid for holidays.

E. Holiday pay shall be paid notwithstanding the fact that an officer or member is receiving the maximum salary provided in the regular salary ordinance.

F. Employees shall have the option of using holiday paid days as time off with permission of the Chief of Police as is currently done with respect to personal days up to October 1.

G. Pensions

1. In principle, Article VII, Section E has been changed and will now reflect a program in which Holiday Pay will be eliminated. ( This is an option in which the pay will be placed into regular pay for pension purposes.)

2. This will only be granted to employees contemplating retirement at 25 years of service to 30 years of service. This is an employee option which can be selected in their 23 years through 28 years of service, but at a minimum of three years prior to retirement.

3. Effective January 1 of the beginning of the employee's 23 year of credited service in the pension system, but no later than January 1 of the 28 year of service, an amount equal to the number of holidays, at the employee's then current rate of pay shall be added to the employee's base pay and included in his/her bi-weekly salary. This pay shall not be used in the computation of overtime or any other fringe benefits (unless, as otherwise specified, it will only be in effect to the employee's completion of his/her 30 year of service within the

pension system).

4. Employees who at the point of execution of this Agreement who have an excess of 28 years in the pension system who wish to partake in this program, must enter the program no later than January 1, 1997.

5. Employees who have in excess of 30 years of service in the pension system, and who wish to partake in this program, must enter the program no later than January 1, 1997 and the holiday package placed in to regular salary will only be in effect one calendar year.

#### ARTICLE IX

##### HOLIDAY LEAVE

Employees covered under this Agreement will be entitled to one (1) day off, with pay, known as Holiday Leave.

ARTICLE X

PERSONAL LEAVE

A. Employees covered under this Agreement shall be entitled to three (3) personal leave days annually, without loss of regular pay, in addition to any other time off provided for in this Agreement. Effective January 1, 1997, employees covered by this Agreement shall be entitled to five (5) personal leave days annually without loss of regular pay, in addition to any other time off provided for in this Agreement. Requests for personal leave days shall be submitted, in writing, to the Chief of Police at least forty-eight (48) hours prior to the day requested. The Township reserves the right to deny requests for personal days if the Chief of Police, in his sole discretion, determines and certifies that it cannot be taken because of pressure of work or other emergency situation.

B. Personal leave days shall not accumulate to the credit of the individual employees from year to year, and if not taken during the calendar year, shall be lost.

C. In the event an employee is unable to take a personal leave day in the calendar year because of pressure of work or other emergency situation, in accordance with Paragraph A of this Article, such personal leave day shall be granted and taken immediately following such time of pressure of work or other emergency situation.

ARTICLE XI

SICK LEAVE

A. No sick leave shall be granted to any temporary employee for the first six (6) months of service from the date of temporary appointment. A temporary employee shall earn and accumulate one (1) day for each month, or major fraction thereof, of completed service thereafter.

B. From the date of permanent appointment each employee shall earn and accumulate one (1) day of sick leave for each month, or major fraction thereof, of completed service up to and including December 31 following the date of permanent appointment.

C. For each year following December 31 following the date of permanent employment, the employee shall be granted fifteen (15) days sick leave for each calendar year thereafter. The amount of such sick leave not taken shall accumulate to the employee's credit from year to year.

D. Sick leave may be taken, when needed, for the following purposes:

1. Personal illness;
2. Exposure to contagious disease; and
3. Attendance upon a member of the employee's immediate family who is seriously ill or who requires the care or attendance of such employee. Such attendance shall be limited to a maximum of three (3) days. Immediate family is defined as mother, father, sister, brother, son, daughter, husband or wife.

E. Employees who retire after twenty-five (25) years or more of credited service in the pension system (which service may



include the purchase of military service time in accordance with Chapter 391, P.L. 1983 N.J.S.A. 43:16A-11.7 et seq.) will be paid at current salary figures of one (1) day's pay for every three (3) days of accrued sick leave, without limitation on the number of accrued sick leave days, and effective January 1, 1985 an additional one (1) day's pay for every four (4) days of accrued sick leave in excess of two hundred (200) days.

F. An employee who dies while still an active member of the Police Department will have paid to his estate the following benefit at current salary figures: one (1) day's pay for every three (3) days of accrued sick leave, without limitation on the number of accrued sick leave days.

G. An employee who is injured, ill or disabled from any cause, shall be granted injury leave with pay for a period not exceeding one (1) year provided that the examining physician, appointed by the Township, certifies to such injury, illness or disability. Such injury leave shall only be granted upon exhaustion of any sick leave accumulated pursuant to other sections of Article XI.

H. The Township offers optional buyback of up to five (5) days sick time a year for those members who have accumulated at least twenty-seven (27) days and have not used any sick time up to December 1 with option dropping by a day for each day used.

ARTICLE XII

WORK-CONNECTED INJURY LEAVE

Employees will be paid at the regular rate of pay during periods of work-connected disability due to illness, injury or recuperation therefrom, for a maximum period of one (1) year from the date of such disability, provided such employee is incapable of performing his duties as a police officer and that such disability is established by the Township physician.

ARTICLE XIII

HEALTH, DENTAL, PRESCRIPTION DRUGS AND LIFE INSURANCE

A. Health Benefits

1. The provisions of the existing State Health Benefits Program shall be maintained during the life of this Agreement.

2. The Committee agrees to accept if and when the Township chooses a change from the present State Health Benefits Program to some other self-funded or other health benefits program so long as the benefits are the same or in the aggregate substantially equivalent.

B. Health Benefits - Retirees

1. In accordance with Chapter 88, P.L. 1974, N.J.S.A. 52:14-17.38, the Township agrees to pay the premium charges for certain eligible pensioners and their dependents covered under the State Health Benefits Program, but not including survivors if such employees retired on a benefit based on twenty-five (25) years or more of service credited in the retirement system, but including employees who retired on disability pensions based on fewer years of service credited in such retirement system.

2. In the event that a statute is enacted during the term of the contract, which statute provides for retirement based on twenty (20) years or more rather than twenty-five (25) years or more of service; then the Township shall provide the State Health Benefits Program benefit to retired employees on the basis of twenty (20) years or more of service.

C. Dental Insurance

The Employer agrees to provide dental insurance coverage up to a maximum average cost of four hundred (\$400) dollars per employee.

D. Prescription Drug

1. Employees agree to use the major medical plan for prescription reimbursement. The Township shall reimburse officers for all prescription drugs immediately after a receipt is submitted for payment and a major medical application is signed. Coverage will be for family, husband-wife, single or employee-child depending on employee's status. Employees are to sign over to the Township any reimbursements received from major medical carrier as soon as they are received.

2. If the Township fails to fulfill its obligations under Paragraph D during the term of this Agreement, then the prescription plan in effect as of December 31, 1989 shall be reinstated. The Township also agrees to reimburse officers for all prescription drugs in accordance with Paragraph D(1) which are purchased during any waiting period until the plan is reinstated.

3. In the event this provision, in whole or in part, is determined to be invalid, the Township will implement the same prescription drug plan which was in effect on December 31, 1989.

4. When officers present the receipt for reimbursement, they will be given the major medical application to complete and sign.

5. The officer shall complete the application and seal the application and prescription form in the envelope in order to preserve the confidentiality of the prescription forms.

6. The Township will reimburse the officer in accordance with Paragraph E(1) upon presentation of the receipt and completion of the steps in Paragraph D(5).

E. Life Insurance

The Township agrees to provide a \$1,000 Death Benefit (life insurance) for employees during the life of this Agreement.

ARTICLE XIV

PAY FOR WORK IN HIGHER RANK

A. Sergeants and Lieutenants assigned by the Chief of Police to perform the duties of a higher rank and who so act for a period of at least four (4) consecutive tours of duty shall be paid at the effective rate of pay for the first year of service for that rank retroactive to the assignment to that rank.

B. Payment for working in higher rank shall be made within thirty (30) days following the month in which the work in higher rank was performed.

C. Captains, when designated by the Chief of Police, shall serve as Acting Police Chief at no additional pay for work in the higher rank.

ARTICLE XV

CLOTHING ALLOWANCE/AMMUNITION ALLOWANCE

A. The Township shall provide an annual clothing allowance of six hundred fifty (\$650) dollars payable on or prior to May 15 of each year.

B. The clothing allowance shall be paid to employees who are employed by the Township on January 1 of the given year and have been employed for twelve (12) months continuously prior to that date.

C. The clothing allowance shall be pro-rated for employees who are employed by the Township for a portion of the preceding year according to the following formula:

1. Upon completion of three (3) months service - 25% clothing allowance.
2. Upon completion of six (6) months service - 50% clothing allowance.
3. Upon completion of nine (9) months service - 75% clothing allowance.

D. The clothing allowance shall be pro-rated for employees who retire by payment for the portion of the year in which they retire according to the following formula:

1. Upon completion of three (3) months service - 25% clothing allowance.
2. Upon completion of six (6) months service - 50% clothing allowance.
3. Upon completion of nine (9) months service - 75% clothing allowance.

E. An employee who dies while an active member of the police department will have paid to his estate the pro-rated

clothing allowance earned during his final year of service.

Proration shall be made according to the following formula:

1. Upon completion of three (3) months service - 25% clothing allowance.
2. Upon completion of six (6) months service - 50% clothing allowance.
3. Upon completion of nine (9) months service - 75% clothing allowance.

F. Each bargaining unit member shall receive an ammunition allowance of four hundred and fifty dollars (\$450) to be paid on or before May 15th of each year.

G. A two hundred (\$200) dollars incentive pay will be made to a member of the bargaining unit who receives a police-related degree BA/MA from an accredited college or university. One-half of the amount shall be paid in July and the remainder in December.



ARTICLE XVI

MILITARY LEAVE

Military leave shall be granted in accordance with the provisions of all applicable laws.

ARTICLE XVII

RETENTION OF BENEFITS

Except as modified by this Agreement, all provisions of municipal ordinances applicable to employees covered under this Agreement shall remain in full force and effect during the term of this Agreement.

ARTICLE XVIII

DEATH IN FAMILY LEAVE

A. Leave of absence of five (5) consecutive working days with full pay, one of which shall be the day of death or day of funeral, shall be granted to each employee upon the death of a member of the immediate family. Immediate family is defined as: mother, father, sister, brother, son, daughter, husband, wife, grandparents, step-children, stepparents, mother-in-law, father-in-law, sister-in-law, brother-in-law, spouse's grandparents and spouse's parents.

B. Absence from duty because of death of any other relative, or for the purpose of attending the funeral of anyone, will be chargeable to a member's accumulated vacation time or accumulated overtime. In no event may sick time be used for such purpose.

ARTICLE XIX

RETIREMENT BENEFITS

Employees shall retain all pension rights under New Jersey law.

ARTICLE XX

BUSINESS EXPENSES

A mileage allowance of twenty-six (\$.26) cents per mile, in addition to receipted toll expenses, will be paid to an employee who is required by the Chief of Police to provide his own vehicle for business related travel.

ARTICLE XXI

LONGEVITY

A. A longevity program based upon the employee's length of service with the Township of Bloomfield from the date of original appointment, provided there is uninterrupted service, shall be provided upon the following basis:

After five (5) years of service	-	2%
After ten (10) years of service	-	4%
After fifteen (15) years of service	-	6%
After twenty (20) years of service	-	8%
After twenty-four (24) years of service	-	10%

B. The longevity credit shall be automatic and shall be paid upon completion of the prescribed years of service.

C. There shall be no longevity service credit for the period an employee is on leave of absence without pay.

D. Longevity pay shall be considered as together with base pay for pension purposes.

E. Longevity pay shall be paid with each earned bi-weekly salary check during the calendar year at the percentage of the employee's regular permanent salary.

F. Any interruption of service due to a cause beyond the control of the employee such as military service, injury in line of duty, sick leave or other approved official leave of absence, with pay, shall be considered as service for the Township of Bloomfield for the purpose of determining the completion of said accumulated years of service with the Township of Bloomfield.

G. Longevity pay shall be paid notwithstanding the fact that an employee of the Township is receiving the maximum salary

provided in the regular salary ordinance.

H. The anniversary date of employment for purposes of this Article shall be the employee's date of hire.

#### ARTICLE XXII

##### SALARIES

A. The salary for all employees covered by this Agreement is set forth in Schedule A attached hereto and incorporated as part hereof.

ARTICLE XXIII

COMMITTEE REPRESENTATIVES

A. Any representative designated in writing by the Committee may enter the Township facilities or premises at any time for the purpose of observing working conditions or assisting in the adjustment of grievances. When the Committee decides to have its representatives enter the Township facilities or premises, it will request such permission from the Chief of Police or his representatives.

B. An aggregate of three (3) Committee representatives shall be appointed by the Committee each year on July 1 to represent the Committee in grievances with the Township. The Committee shall notify the Township in writing within ten (10) calendar days after the appointment of the aforementioned representatives. These three (3) Committee representatives shall suffer no loss of regular pay or time due when processing grievances.

C. During collective negotiations, authorized Committee representatives, not to exceed four (4), shall be excused from their normal work duties to participate in any collective negotiation session mutually scheduled by the parties and shall suffer no loss of regular pay or time due.

ARTICLE XXIV

TERMINAL LEAVE

Officers and members of the Police Department of the Township of Bloomfield terminating their services with the Township, shall be paid one-twelfth (1/12) of the annual salary for each complete month employed by the Township. Officers and members of the Police Department working a part of a month shall be paid for the actual days worked in the final month of employment to be calculated at the rate of one-tenth (1/10) of the bi-weekly salary multiplied by the actual number of days worked in the final month of employment.

ARTICLE XXV

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be invalid by operation of law or by a court or other tribunal or competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXVI

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. In accordance with law, during the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.



ARTICLE XXVII

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1996 and shall remain in effect to and including December 31, 1997. Collective negotiations for a successor Agreement shall be conducted by and between the parties in accordance with the then applicable statutes and rules and regulations of the Public Employment Relations Commission.

Whereas the parties have hereunto set their hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_, 1997.

THE SUPERIOR OFFICERS COMMITTEE  
BLOOMFIELD POLICE DEPARTMENT

By: *Mal Foy*

ATTEST:

*Frank Giamanni*

TOWNSHIP OF BLOOMFIELD

By: *James P. [Signature]*

ATTEST:

*Luisa [Signature]*

SCHEDULE A

SALARIES

A. Effective January 1, 1996, the following salaries shall be fixed and paid as follows:

Sergeant -	Step 1 -	\$51,909	(First 6 months)
	Max 2 -	\$55,530	(Upon completion of a 6-month training period at Step 1.)
Lieutenant -	Step 1 -	\$59,695	(First 6 months)
	Max 2 -	\$63,935	(Upon completion of a 6-month training period at Step 1.)
Captain -	Step 1 -	\$68,410	(First 6 months)
	Max 2 -	\$72,889	(Upon completion of a 6-month training period at Step 1.)

B. Effective January 1, 1997, the following salaries shall be fixed and paid as follows:

Sergeant -	Step 1 -	\$54,245	(First 6 months)
	Max 2 -	\$58,029	(Upon completion of a 6-month training period at Step 1.)
Lieutenant -	Step 1 -	\$62,381	(First 6 months)
	Max 2 -	\$66,812	(Upon completion of a 6-month training period at Step 1.)
Captain -	Step 1 -	\$71,489	(First 6 months)
	Max 2 -	\$76,169	(Upon completion of a 6-month training period at Step 1.)

C. All newly appointed Superior Officers will receive a pay increase according to the above schedule.

D. Officers and members of the Police Department shall receive credit for prior creditable service in their respective positions and office in such department so that existing years of creditable service in their respective position and office in the department shall determine the annual salaries of such officers

and members in the department. The annual salary according to years of creditable service shall be determined and shall become effective on the first bi-weekly pay period in which the respective annual anniversary dates fall.