

AGREEMENT

BETWEEN

TOWNSHIP OF NORTH BERGEN

HUDSON COUNTY, NEW JERSEY

AND

PBA LOCAL #18A (SOA)

January 1, 2020 through December 31, 2023

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PREAMBLE

THIS AGREEMENT is made and entered into by and between THE TOWNSHIP OF NORTH BERGEN, a Municipality in the County of Hudson, State of New Jersey, hereinafter referred to as the "EMPLOYER" and POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL 18A, AFFILIATED WITH THE NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, hereinafter referred to as the "UNION" for the purposes of reaching a mutual understanding, promote harmonious relations, effect good and efficient service, and both parties agree to be bound by all terms and conditions of this Agreement.

ARTICLE I
UNION RECOGNITION

- A. The EMPLOYER hereby recognizes Policemen's Benevolent Association Local 18A (SOA) as the sole and exclusive negotiating agent for all superior officers of the rank Sergeant, Lieutenant, Captain and Inspector of the North Bergen Police Department, and excluding all other ranks, for purposes of collective negotiations, grievance, procedure, and all terms and conditions of employment

- B. Bargaining unit work shall be performed by bargaining unit employees.

ARTICLE II
DEDUCTION FROM SALARY

- A. The EMPLOYER agrees to deduct from the salaries of its employees subject to this Agreement dues for the UNION. Such deductions shall be made in compliance with Chapter 310, Public Law of 1967, N.J.S.A. 52:14-15.9(e), as amended. Said monies, together with any record of collections, shall be transmitted to the UNION office by the fifteenth (15) of each month following the monthly pay period in which deductions were made.
- B. If during the life of this Agreement there shall be any change in the rate of membership dues, the UNION shall furnish to the EMPLOYER written notice prior to the effective date of such change, and shall furnish to the EMPLOYER new authorizations from its members showing the authorized deduction for each employee.
- C. The UNION will provide the necessary "check-off" authorization form and deliver the signed forms to the appropriate EMPLOYER Official. The UNION 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 the salary deduction authorization cards submitted by the UNION to the EMPLOYER.
- D. The UNION is required under the Agreement to represent all of the employees in the bargaining unit fairly and equally, with regard to whether or not an employee is a member of the UNION. It is, therefore, fair that each employee in the bargaining unit assume his share of the obligation. All non-member employees, who shall so authorize it in writing, shall pay to the UNION, the exclusive bargaining agent for the employees an amount of money equal to that paid by other employees in the bargaining unit who are members of the UNION which shall be limited to an amount of money equal to the UNION'S usual dues.

ARTICLE III

SCOPE OF AGREEMENT

- A. "Employees" shall be defined as all superior officers of the rank of Sergeant through Inspector of the North Bergen Police Department. "Employer" is the Township of North Bergen.

- B. If there is a disagreement between the rules of the Department and this Agreement, the terms and conditions of this Agreement shall prevail.

ARTICLE IV
UNION ACTIVITIES

- A. The EMPLOYER agrees to grant time off, not to exceed one (1) week, to any employee designated by the SOA to attend each SOA State meeting or convention, providing seventy-two (72) hours written notice is given to the Chief of the Department by the SOA. Not more than two (2) employees shall be granted time off at any one time.

- B. A maximum of two (2) officers, who shall be designated by the appropriate officer of the P.B.A. Local 18A, shall be released from duty when necessary in order to attend the monthly meeting of SOA Local 18A with no loss of regular pay. For purposes of this section only, the State SOA delegate may be construed to be an officer.

- C. Accredited representatives of the UNION may enter the EMPLOYER facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. When the SOA decides to have its representative enter said EMPLOYER facilities or premises such representative will orally request such permission from the person in charge and permission will not be unreasonably withheld, provided further there shall be no interference with normal operations of the business of the EMPLOYER or normal duties of employees.

- D. During collective negotiations, when negotiation meetings are scheduled during an employee's regular work time, authorized SOA representatives, not to exceed two (2), shall be excused from their normal work duties to participate in such sessions, and shall suffer no loss of regular pay thereby provided no emergency exists or the recall of off-duty employees is not required.

- E. The EMPLOYER agrees that the president of the Local 18A may go off post on SOA business, but upon doing so, the president must notify Headquarters and obtain permission from the Desk Officer, which shall not be unreasonably withheld.

F. The EMPLOYER may permit duly authorized UNION representatives to attend labor relations seminars and other educational programs for job related activities, provide no undue interference with departmental operations is created.

ARTICLE V

WORK DAY, WORK SCHEDULE, MANPOWER AND PATROL CARS

- A. The present work schedule, i.e., rotating shift cycle, shall continue in full force and effect. There shall be one (1) hour off in each day for lunch or dinner. However, while on mealtime, the employee shall be at all times subject to emergency call. There shall be three (3) shifts or tours of duty, namely 8:00 a.m. to 4:00 p.m., 4:00 p.m. to midnight, and midnight to 8:00 a.m. The EMPLOYER may establish such other permanent bona fide shifts as public safety needs require after advising the UNION.
- B. Members who are assigned to a steady or administrative work schedule shall work an alternating 5-day / 4-day work week.
- C. During all shifts, the Chief or Tour Commander shall allocate personnel to patrol cars depending on the needs of the Department.
- D. No member of the UNION shall be required to utilize a police vehicle that is not in safe operating condition or equipped with safety appliances as prescribed by law. The EMPLOYER shall provide protection cages to marked vehicles where applicable.
- E. All patrol vehicles shall be equipped with proper and adequate equipment necessary for the UNION member to fulfill the duties and responsibilities of the Police Department as specified by Department Policy.
- F. The parties agree that all vacancies and promotions in the Department shall be made by the EMPLOYER in accordance with prevailing Civil Service Commission Laws.
- G. A constant Civil Service Commission list shall be maintained for all ranks to insure prompt filling of all vacancies. At the request of the UNION, the EMPLOYER will request Civil Service Commission to

call an examination.

- H. In the event an employee acting in a higher grade is killed or permanently disabled in the line of duty, he or his designated beneficiary shall receive a pension in the amount equal to the rank he was acting in and the difference, if any, shall be paid by the EMPLOYER.

ARTICLE VI

OVERTIME

A. Any employee required to work in excess of his regular tour of duty shall be paid at the rate of time and one-half in accordance with the following schedule:

Zero (0) to fifteen (15) minutes.....no compensation.
Sixteen (16) to thirty (30) minutes.....one-half (1/2) hours pay at time and one-half.
Thirty-one (31) to sixty (60) minutes.....full hours pay at time and one-half.
Sixty (60) minutes or longer.....full pay on all hours or fractions thereof at time and one-half.

B. Overtime shall be computed on the base salary, college differential, if any, detective differential, if any, service differential, if any, and Longevity, if any, only of the employee.

C. An employee recalled to duty will be guaranteed a minimum of four (4) hours at the overtime rate. The EMPLOYER retains the right to retain the employee for the full call-out period. Call-out pay shall not be applicable to overtime contiguous with the completion of employee's workday.

D. Whenever an employee is required in the course of his duties to appear in any court or administrative proceeding during his off duty time, he shall receive overtime pay as defined herein. For municipal court appearance or any departmental hearing within the confines of the municipality, the employee shall be paid at the rate of time and one-half for two (2) hours or for all hours worked whichever is greater. For all other court or administrative proceedings, the employee shall be paid for four (4) hours or for all hours worked whichever is greater. For the purpose of computing the number of hours worked, the hours worked shall commence at the time he telephones Police Headquarters from court and end when he telephones from court immediately after testifying. The Desk Officer shall make a blotter entry indicating on-duty and off-duty of officer. This section shall not apply to civil court proceedings where the employee is the

defendant, unless the employee is subpoenaed by the EMPLOYER. Further, this Section shall not apply to any court or administrative proceedings where the employee is the defendant, unless the hearing or proceedings are directly related to complaints against the employee for actions taken in the line of duty. Any officer shall, where possible, schedule return dates for traffic summons on their regularly assigned work dates.

- E. Employees who are the subject to disciplinary action shall not be eligible for overtime under this Article.
- F. There will be no advancing of sick time.

ARTICLE VII

HOLIDAYS

Holiday pay of \$3,500.00 shall be included in each step on the salary guide.

ARTICLE VIII

VACATIONS AND VACATION PAY

- A. Employees retiring or who have retired in good standing with vacation time earned prior to January 1, 1990 will receive payment for any unused vacation days and shall be paid at the employee's rate as of January 1, 1995. Employees may utilize accumulated vacation time earned prior to January 1, 1990 with the Chief of Police's permission if manpower considerations are met, and such approval shall not be unreasonably withheld.

- B. The following vacation is applicable to all employees in the unit hired *after* January 1, 1986:
 - 1. During first yearTwo Weeks Prorated
 - 2. Completion of (1) year through the completion of two years.....2 Weeks
 - 3. From two (2) years through the completion of three (3) years3 Weeks
 - 4. From the completion of three (3) years through the completion of four (4) years.....4 Weeks
 - 5. More than four (4) years.....5 Weeks

- C. All employees shall submit requests for summer vacation by April 15th to the appropriate senior officer. All employees shall submit fall/winter vacation request by September 15th and spring vacations by December 15th.

- D. An employee on sick leave shall not be charged with vacation if the sick leave and vacation coincide provided that the sick leave results from job related injury or illness, including but not limited to heart attacks and hemorrhoids. In the event of an employee's death, all accrued vacation pay due him will be paid to his estate.

- E. Employees shall be permitted to exchange previously submitted and approved vacation time, with men with equal ranks, without prejudice or discrimination.

- F. The vacation period shall be between January 1 and December 31. All employees shall be guaranteed three (3) weeks vacation between on or about May 1st and September 15th and the remaining vacation time may be taken anytime, so long as it is consistent with the requirements of the Department. Vacation leave may commence on any day of the week for officers who work a rotating schedule. Officers on a steady administrative 5/4 -day schedule must begin their vacation leave on Saturday or their first regularly scheduled day off.
- G. In addition to the thirty-five (35) days vacation provided for herein, an employee shall receive an additional vacation day for each five-(5) years of service.
- H. Effective January 1, 1990, the maximum amount of time an employee may carry over for usage in future years is one year's vacation allotment. Employees retiring with vacation earned prior to January 1, 1990 shall be paid at the Employee's rate as of January 1, 1995, inclusive of 1995 wage increase. Employees may utilize vacation time earned prior to January 1, 1990 with the Chief of Police's permission if manpower considerations are met and no overtime is created. Approval shall not be unreasonably withheld. During the last twelve (12) months of service, grandfathered vacation time may only be used in extraordinary circumstances with the permission of the Chief of Police. The Chief shall develop guidelines to use such grandfathered time.
- I. Vacation time shall not be advanced.

ARTICLE IX

SICK LEAVE AND OTHER BENEFITS

- A. All permanent employees or full-time provisional employees shall be permitted to existing sick leave benefits with pay.

- B. Sick leave may be utilized when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave, in addition to Bereavement leave, may also be utilized for short periods because of death or serious illness in the employee's immediate family as defined in the Civil Service Commission Regulations.

- C. If an employee in the line of duty is incapacitated and unable to work because of an injury, he shall be entitled to injury leave with full pay, less any amounts received from disability insurance during the period in which he is unable to perform his duties as certified by a physician designated by the EMPLOYER. Employees will be required to notify the Employer if they are receiving disability monies.

- D. An employee who shall be absent on sick leave for four (4) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

- E. The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

- F. During protracted periods of illness or disability of an employee, the Department Head may require interim reports on the condition of the patient at weekly or bi-weekly periods, from the attending physician and/or the EMPLOYER medical physician. When under medical care, employees are expected to conform to the instructions of the attending physician if they wish to qualify for salary payment during such period of illness or disability.

- G. No employee shall be allowed to work and endanger the health and well-being of other employees

and if the employee's condition warrants, the employee may be directed to take sick leave. The Department Head may direct the employee to the EMPLOYER'S physician for an opinion as to the eligibility of the employee to be absent from work.

- H. Sick leave with pay shall not be allowed under the following conditions.
1. When the employee, under medical care, fails to carry out orders of the attending physician.
 2. When in the opinion of the EMPLOYER'S medical physician, the employee is ill or disabled because of self-imposed contributory causes or actions contrary to the code of conduct.
 3. When in the opinion of the EMPLOYER'S medical physician, the disability or illness is not of sufficient severity to justify the employee's absence from duty.
 4. When an employee does not report to the EMPLOYER'S physician as ordered by the Department Head.
- I. The recommendation of the EMPLOYER'S medical physician as well as those of the attending physician, as to the justification for the absence from duty on account of disability or illness or of the fitness of the employee to return to duty shall be considered by the Department Head. The Department Head reserves the right in such cases where there is a difference of professional opinion between the EMPLOYER'S physician and the personal physician, to require the employee to submit to an examination by a third doctor.
- J. In charging an employee with sick leave, the smallest unit to be considered is one (1) work day.
- K. If an employee is absent from work for reasons that entitle him to sick leave, the Department Head or his designated representative shall be notified as early as possible, but not later than one hour prior to the start of the scheduled work shift from which he is absent. Failure to so notify the Department Head or his designated representative may be cause for denial of the use of sick leave

for the absence and constitute cause for disciplinary action. An employee who is absent for five (5) consecutive calendar days or more and does not notify the Department Head or some other reasonable representative of the EMPLOYER on any of the first (5) calendar days may be subject to dismissal barring extenuating circumstances.

- L. Habitual absenteeism or tardiness may be cause for discipline up to and including discharge.
- M. Any employee who calls in sick to engage in outside employment shall be subject to disciplinary action.
- N. In cases of reported illness or disability which does not require hospitalization, the employee shall remain at his residence unless authorized in writing by the attending physician and the EMPLOYER'S doctor. Should it become necessary for the employee to visit a doctor or a drug store, he shall notify the Department Head or his designated representative in advance. Absence from his residence without prior notification shall be cause for disciplinary action.
- O. Upon retirement within the meaning of PFRS, excluding deferred retirement, employees hired on or before December 31, 2019 shall be compensation for each full day of earned and unused sick leave time. Paid compensation shall be calculated at one-half the average daily rate of pay received by said employee during the last year of employment in an amount not to exceed seventy-five percent (75%) of maximum patrolman's salary. To calculate monies due if any, the EMPLOYER shall multiply the years of service by 15 and subtract the number of days taken during employee's years of service. If at the time of termination of employment said employee shall have utilized a number of sick days in excess of an average of fifteen (15) days for each year of service, no monies shall be paid.
- P. Employees hired after December 31, 2019 shall be subject to a \$15,000 cap for compensation of accumulated sick time upon retirement within the meaning of PFRS, excluding deferred

retirement.

Q. Employees shall be entitled to a *sick time incentive* as follows:

No accumulated sick time between January 1st and June 30th of each calendar year = \$500.00,
payable by the end of July of that calendar year.

No accumulated sick time between July 1st and December 31st of each calendar year = \$500.00,
payable by the end of January of the next calendar year.

R. An employee on leave following submission of retirement papers shall not be permitted to go on
sick leave.

S. All employees hired after January 1, 1990 shall be entitled to the following sick leave benefits:

0-1 years service, 1 day per month up to 10 days

1-2 years service, 11 days

2-3 years service, 12 days

3-4 years service, 13 days

4-5 years service, 14 days

After 5 years, unlimited sick time up to 1 year

ARTICLE X

LINE OF DUTY INJURY

- A. When an employee is injured in the line of duty, the EMPLOYER agrees to bear the cost of all medical, dental, surgical, therapeutic and pharmaceutical bills.
- B. Any employee hospitalized with line of duty injuries will be provided with semi-private accommodations at the minimum.
- C. An employee injured in the line of duty reserves the right to be treated by a physician and/or surgeon of his own choice whose reasonable fees will be paid by the EMPLOYER, providing the employment of said doctor or panel of doctors is authorized and approved by the EMPLOYER and its Claim Administrator, which authorization shall not be unreasonably withheld.
- D. An employee must report his injury to the Department, whether slight or severe, within twenty-four (24) hours of its occurrence in order to be eligible for benefits. Maximum benefits pursuant to statute are one year.
- E. The employee may reasonably be required from time to time to present evidence by a certificate of a physician that he is unable to work.

ARTICLE XI

WAGES AND SERVICE DIFFERENTIAL

Wage rates are inclusive of Holiday Pay.

Supervisory employees shall receive the following base salaries:

		2020	2021	2022	2023
SERGEANT	YEAR 1	\$107,562.00	\$110,574.00	\$113,670.00	\$116,853.00
	YEAR 2	\$111,533.00	\$114,656.00	\$117,867.00	\$121,167.00
	YEAR 3	\$115,504.00	\$118,738.00	\$122,063.00	\$125,481.00
LIEUTENANT	YEAR 1	\$120,115.00	\$123,478.00	\$126,935.00	\$130,489.00
	YEAR 2	\$124,722.00	\$128,214.00	\$131,804.00	\$135,495.00
	YEAR 3	\$129,332.00	\$132,953.00	\$136,676.00	\$140,503.00
	YEAR 4	\$133,940.00	\$137,691.00	\$141,546.00	\$145,509.00
CAPTAIN	YEAR 1	\$139,289.00	\$143,189.00	\$147,198.00	\$151,320.00
	YEAR 2	\$144,639.00	\$148,688.00	\$152,852.00	\$157,132.00
	YEAR 3	\$149,987.00	\$154,187.00	\$158,504.00	\$162,942.00
	YEAR 4	\$155,336.00	\$159,685.00	\$164,157.00	\$168,753.00
INSPECTOR	YEAR 1	\$167,762.00	\$172,460.00	\$177,289.00	\$182,253.00

- A. With the adoption of this stepped promotional salary increase schedule, the EMPLOYER agrees to end the practice of requesting salary waivers from UNION members and promotional candidates.
- B. The EMPLOYER agrees to provide all employees with a pension, as provided by State Law, pension contributions to be calculated in accordance with this Agreement.

C. All officers hired *prior* to August 5, 1998 shall receive a service differential pursuant to the following schedule:

- 0-5 years of service.....0% of base salary
- 6-10 years of service.....an additional 2% of base salary
- 11-15 years of service.....an additional 4% of base salary
- Over 15 years of service.....an additional 6% of base salary

D. Employees hired *after* August 5, 1998 shall not receive any service differential.

ARTICLE XII

LONGEVITY

A. The EMPLOYER agrees to pay longevity to all employees covered by this Agreement according to the following scale, said longevity to be paid with the employee's salary. Said longevity shall be included as part of employee's rank salary for pension purposes.

B. Longevity shall be paid according to the following schedule:

- 2% after 3 years
- 4% after 6 years
- 6% after 9 years
- 8% after 12 years
- 10% after 15 years
- 12% after 20 years

C. All employees hired after March 16, 1994 shall enjoy the following longevity schedule:

0 to 5 years completed service.....	0%
Completion of 5 years through completion of 10 years.....	2.0%
Completion of 10 years through completion of 15 years.....	4.0%
Completion of 15 years through completion of 20 years.....	6.0%
Completion of 20 years through completion of 24 years.....	8.0%
Completion of 24 years.....	10.0%

ARTICLE XIII

CLOTHING AND WEAPONS ALLOWANCE

- A. The EMPLOYER agrees to pay all employees covered by this Agreement the amount of \$675.00 for a clothing allowance. Said payments shall be made on or before December 1st of each year. The employee may purchase uniforms from any supplier of said uniforms.
- B. Each employee shall receive a weapons maintenance allowance in the sum of \$425.00 payable no later than August 1st of each year.
- C. Clothing or weapons lost, damaged or destroyed by the negligence of the employee shall be replaced by the employee at his own expense. Clothing damaged during the course of duty shall be replaced at EMPLOYER expense. This does not include jewelry which the officer may be wearing at the time.
- D. Both the first and last year's clothing and weapon's allowance shall be pro-rated. If any employee returns from any sort of leave of absence during the calendar year the clothing and weapon allowance shall be pro-rated.

ARTICLE XIV

MEDICAL-SURGICAL, MAJOR MEDICAL, EYE GLASS AND DENTAL

- A. The EMPLOYER agrees to provide a major medical, dental, prescription, and vision plan at its own expense, except as required under paragraph G. of this Article, to the employees covered by this Agreement and their dependents. The major medical plan includes a catastrophic provision.
- B. Medical, dental, prescription, and vision benefits declaration pages, attached hereto (Appendix A), are hereby incorporated and made part of this Agreement.
- C. All employees hired after 1/1/2008 may only enroll in Direct Access or other managed care plans offered by the EMPLOYER. Employees hired on or before 1/1/2008 may continue to remain enrolled in the Traditional Plan.
- D. The EMPLOYER shall provide the maximum coverage available within New Jersey Blue Cross and Blue Shield (commonly referred to as the Traditional Plan), including Rider J, or its substantial equivalent at its own expense, except as required under paragraph G. of this Article, to all employees enrolled in the *Traditional Plan* and covered by this Agreement and their dependents.
- E. The EMPLOYER agrees to provide medical and hospitalization insurance, prescription, dental and optical to any employee and family who has twenty-five (25) years continuous service with the EMPLOYER and/or retires within the meaning of the police and fire retirement system excluding deferred retirement. If the employee has other health insurance coverage, eligibility for Medicare, the EMPLOYER will pay for a supplemental Medicare policy for the employee and family only.
- F. Retirees shall receive the same level of benefits and coverage types as provided to current active employees of the Township. Supplemental coverage and Medicare coverage shall be substantially similar to the current employee's medical and hospitalization coverage. Annually, the retired employee must submit a form stating he/she has no other benefits. By November 1st of each year,

said form will be mailed to or otherwise delivered to the retirees. Said form is to be returned to the Police Department by November 30th of the year. A list of those retirees who have not submitted said form by November 30th shall be sent to the UNION, which will have 30 days to provide to the EMPLOYER accurate information regarding the retiree's status. Failure to complete said form by December 31st of the year will result in disqualification of the listed retirees from benefits under this provision. Retirees will be required to make all contributions towards the total premiums for medical and hospitalization, prescription, dental and vision coverage as mandated under the Pension and Health Benefit Reforms set forth in Chapter 78 of the Laws of 2011.

- G. In accordance with the Pension and Health Benefit Reforms set forth in N.J. Chapter 78, P.L. 2011, all Employees shall contribute towards the total premiums or periodic charges for all health care benefits including medical, prescription, dental and vision. The aforementioned provisions set forth in this Article may also be subject to the terms and conditions of other applicable State and/or Federal Statutes.

ARTICLE XV

UNIFORMS

- A. Except for police officers performing special duties (e.g. narcotics burn, maintenance, range, etc.), the uniform of the day will be worn in the prescribed manner at all times while on duty. The employees, if special circumstances warrant, may be permitted to change into and out of uniforms at headquarters.
- B. UNION members shall also be guided by department policy regarding uniforms.

ARTICLE XVI

BEREAVEMENT LEAVE

- A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay from the day of death or the day of the funeral, but in no event shall said leave exceed four (4) calendar days.
- B. The "immediate family" shall mean only parents, spouse, civil union partner, child, stepchild, ward, brother, sister, stepmother, stepfather, guardian, grandchild, grandparent, sister-in-law, brother-in-law, mother-in-law, father-in-law.
- C. Reasonable verification of the event may be required by the EMPLOYER.
- D. Such bereavement leave is not in addition to any holiday, day off, vacation leave, compensatory time or sick time off falling within the time of bereavement.
- E. An employee may make a request of the Department Head or his designated representative for time off to attend a funeral separate and distinct from bereavement leave. Such request, if granted by the Department Head or his designated representative shall be charged, at the option of the employee, as a vacation day.
- F. Employees shall be granted the day of the funeral off with pay for the death of employee's immediate uncle or aunt, niece, nephew, and grandparent-in-law only. The EMPLOYER shall receive seventy-two (72) hours notice except in cases of emergency.
- G. The EMPLOYER agrees to allow time off without discrimination to any employee who provides a substitute of equal rank with permission of designated employer representative.

ARTICLE XVII

LEAVE OF ABSENCE, MILITARY LEAVE

- A. A leave of absence without pay may be granted to any permanent policeman who has been employed for a period of ninety (90) days. Said leave may not be arbitrarily or unreasonably withheld.
- B. Employees entering the Military or Naval Service, or performing active duty for training shall be granted all of the rights and privileges as are presently provided by State and Federal Law.
- C. Employees called to active duty, other than active duty for training, will be granted eight (8) working days' leave with pay prior to induction.
- D. When the military compensation of any employee is less than his salary, the EMPLOYER shall pay the difference to the employee in monthly installments pursuant to N.J.S.A. 38:23-3.

ARTICLE XVIII

REPRIMAND, SUSPENSION, DISCHARGE, RESIGNATION OR RETIREMENT

- A. Any employee served with a written notice of charges, by which he could be reprimanded, suspended, or discharged shall have the right to be accompanied by any authorized representative(s) of the UNION at the said hearing, not limited to, nor excluding, legal counsel.
- B. The EMPLOYER agrees to pay to any employee who shall resign, retire, or be discharged, all money due him within thirty days immediately following the termination of employment. Said pay shall include pro-rata vacation pay and cash in lieu of compensatory time due.
- C. Minor Disciplinary Actions within the meaning of the Civil Service Commission may proceed to arbitration under Article XXV of this Agreement.

ARTICLE XIX

MUTUAL AID

- A. The EMPLOYER agrees that any employee who is killed or injured in the line of duty while rendering aid to a neighboring community is fully covered by pension and insurance rights as if said injury or death occurred out of an accident arising out of performance of duty within the TOWNSHIP of North Bergen.

- B. The EMPLOYER shall not require employees covered by this Agreement to assist other communities whose police officers are engaged in a job action connected with a labor dispute.

ARTICLE XX

SANITARY FACILITIES

- A. All duty stations and the facilities within shall be maintained in good order by the EMPLOYER.

ARTICLE XXI

RULES AND REGULATIONS & OUTSIDE EMPLOYMENT

- A. The UNION agrees that the EMPLOYER has the right to maintain and enforce a reasonable set of rules and regulations covering the actions of the employees and the operations of the Department.
- B. Officers shall be entitled to engage in any lawful activity and obtain any lawful work while off duty.
- C. No Officer planning to or engaging in any outside employment or activity during their off duty hours shall be permitted to wear the regulation uniform or exhibit the color of his office without permission of the Chief of Police.
- D. All outside employment shall be listed with the Chief of Police. The information provided to the Chief of Police shall include the outside officer's name, address, and the Officer's work schedule.

ARTICLE XXII

APPARATUS INSPECTION

- A. All motor vehicle apparatus will comply with State inspection standards for safety. Any vehicle which does not so comply, irrespective of whether it has a current sticker, shall be out of service and not operated by any employee until said vehicle is in compliance.

ARTICLE XXIII

INSPECTION OF RECORDS AND COMPLIANCE OF CONTRACTS

- A. Authorized representatives of the SOA shall, upon appropriate request, have the right to inspect non-confidential employee records of the EMPLOYER at a mutually convenient time and place.
- B. The EMPLOYER agrees that all copies of contracts with police department employees shall be filed with the Commissioner of Public Safety and made available for public inspection, at mutually convenient time.
- C. Each employee shall be entitled to an examination and inspection of his personnel file upon request pursuant to General Order 90-01, except such material which is the subject of a pending investigation.

ARTICLE XXIV
COLLEGE INCENTIVE

Section 1:

A. Employees who attain certain degrees from accredited colleges or universities shall be entitled to a college incentive. *Qualifying degrees* include Criminal Justice, Police Science, Homeland Security, Political Science, Psychology, Sociology, Public Administration, Master of Administrative Science (MAS), and Human Resource Management.

B. Employees hired *prior* to March 31, 2000 shall have added to his or her base salary an amount equal to the following percentages for attaining a qualifying degree from an accredited college or university:

Associate's Degree 1.5 percent total.

Bachelor's Degree 3.0 percent total

Master's Degree 4.0 percent total

Doctorate Degree 5.0 percent total

Said amounts shall be included in base salary for all purposes. Such payment shall be pro-rated during the first and last years' service.

C. Employees hired on or *after* March 31, 2000 shall have added to his or her base salary an amount equal to the following percentages for attaining a qualifying degree from an accredited college or university:

Associate's Degree 1 percent total.

Bachelor's Degree 2 percent total

Master's Degree 3 percent total

Doctorate Degree 4 percent total

Said amounts shall be included in base salary for all purposes. Such payment shall be pro-rated during the first and last years' service.

Section 2:

- A. Each employee shall receive an educational incentive payment in the sum of \$175.00 per year payable no later than August 1st of each year which shall be pro-rated during the first, last year of service and any leave of absence.

ARTICLE XXV
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 this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employees' morale. The parties agree that this procedure shall be kept as informal as may be appropriate.
2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Chief of the Department and having the grievance adjusted without the intervention of the SOA.

B. Definition

1. The term "grievance" as used herein means any controversy arising over the interpretation, application or adherence to the terms and conditions of this Agreement and/or administrative policies and may be raised by any employee, the SOA or the EMPLOYER. Only alleged violations of this agreement may proceed to arbitration.

C. Steps of the Grievance Procedure

1. 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 1

- a. An aggrieved employee or the SOA shall institute action under the provisions hereof within ten (10) days of the occurrence of the grievance, and an earnest

effort shall be made to settle the differences between the aggrieved employee and the Department Head or his designee, for the purpose of resolving the matter informally. Failure to institute action within said ten (10) days shall be deemed to constitute an abandonment of the grievance.

- b. The Department Head or his designee shall render a decision within ten (10) days after receipt of the grievance.

Step 2

- a. In the event the grievance is not settled through Step 1, the same shall be reduced to writing by the SOA, and filed with the Director of Public Safety, or his designee, within seven (7) days following the determination by the Chief of the Department.
- b. The Director of Public Safety, or his designee, shall render a decision in writing within seven (7) days from the receipt of the grievance.

Step 3

- a. Within fourteen (14) calendar days of the Director of Public Safety or his designee's decision, the UNION may apply to the State Board of Mediation for binding arbitration. The selection of an Arbitrator and the arbitration shall be in accordance with the rules and procedures of the Board.
- b. Simultaneously with the application to the Board, the UNION will send notice to the employer of its application for arbitration.
 - i. The decision of the arbitrator shall be in writing and shall include the reasons for such decision.
 - ii. The decision of the Arbitrator shall be binding upon the employer and the UNION employee.

- iii. The parties direct the Arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.
- iv. The costs for the services of the arbitrator shall be borne equally by the EMPLOYER and the SOA.
- v. Either party reserves the right to require that only one issue at a time be submitted to arbitration.
- vi. Should the grievant pursue his Civil Service Commission remedies, the matter will be withdrawn with prejudice from arbitration.
- vii. The arbitrator shall be bound by the provisions of the agreement and by the Constitution and laws of the State of New Jersey and shall be restricted to the application of the facts presented to him involving the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

ARTICLE XXVI

SAVINGS CLAUSE

Should any part of or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portion thereof and the parties will immediately renegotiate said invalid clause so as to bring the same within legal limits.

ARTICLE XXVII
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. Except to the extent where there is contained in the Agreement express and specific provisions to the contrary, the EMPLOYER may promulgate such policies, general orders, and rules and regulations governing the conduct of North Bergen Police Department Personnel and its public safety and law enforcement functions as it deems necessary. The rules and regulations governing the Department shall be adhered to by all UNION members and employees covered by this Agreement.
2. The executive management and administrative control of the EMPLOYER Government and its properties and facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the EMPLOYER.
3. To make rules of procedure and conduct, subject to N.J.S.A. 13A:5-1, et seq., to use improved methods and equipment, as well as duties, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
4. To hire all employees, whether permanent, temporary, or seasonal, to promote, transfer, assign or retain employees in positions within the EMPLOYER subject to the Civil Service Commission and law.

5. To suspend, demote, discharge or take any other appropriate disciplinary actions against any employee for good and just cause according to law.
 6. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and non-productive.
- B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the EMPLOYER, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of the Agreement and then only to the extent such specific and express terms hereof are in conformance with the constitution and law of New Jersey and of the United States subject to law.
- C. Nothing contained herein shall be construed to deny or restrict the EMPLOYER or the UNION of its rights, responsibilities, and authority under R.S. 40A:1- 1, et seq. or any national, state or local laws.

ARTICLE XXVIII

BULLETIN BOARDS

- A. The EMPLOYER shall permit the UNION reasonable use of bulletin boards and other police facilities for the posting of notices concerning UNION business and activities and concerning matters dealing with the welfare of the employees.

- B. No matter may be posted by an employee without receiving express permission of the officially designated UNION Representative.

ARTICLE XXIX

ACTIONS AGAINST POLICE OFFICERS

- A. Whenever any action is brought against any employee covered by this Agreement for any act or omission, arising out of or incidental to the performance of his duty, on or off his regular tour of duty, the EMPLOYER shall defray the costs of defending such action. The employee may select his own counsel and the EMPLOYER shall reimburse the employee for reasonable attorneys' fees not to exceed the Township's approved rates. The EMPLOYER may select co-counsel through the Municipal Excess Liability (MEL) Joint Insurance Fund (JIF). Such attorney's hourly fees shall not exceed the EMPLOYER'S attorney rate provided same is reasonable. In the case of a civil action, the EMPLOYER shall pay any adverse judgment, save harmless, and protect such employee from any financial loss resulting therefrom. The employee shall submit to the Commissioner of the Department, through the Chief's office, the name of the attorney he selects and the estimated fees, for his approval, such approval may not be unreasonably withheld.

ARTICLE XXX

COOPERATION

- A. The UNION and the EMPLOYER agree that they will cooperate in eliminating waste, improving training and efficiency, combating absenteeism and strengthening goodwill between the EMPLOYER and the employees, the UNION and the public. The UNION agrees to support the EMPLOYER'S effort to assure a normal day's work on the part of the employees.

ARTICLE XXXI
NON-POLICE DUTIES

- A. The EMPLOYER and the UNION acknowledge that a police officer's primary responsibility is to perform duties and that his energies should to the fullest extent be utilized to this end.

ARTICLE XXXII

PERSONAL DAYS

A. Each employee shall be entitled to five (5) personal days so long as the employee requests such leave at least seventy-two (72) hours in advance.

B. All employees hired *after* January 1, 1990 shall have the following personal days schedule:

- 0-1 years services.....1 personal day
- 1-2 years service.....2 personal days
- 2-3 years service.....3 personal days
- 3-4 years service.....4 personal days
- 4 plus years service.....5 personal days

C. Personal days shall not be advanced and may not accumulate from year to year except those days accumulated prior to August 5, 1998.

ARTICLE XXXIII

EXCHANGE OF DAYS OFF

A designated superior officer (Division Commander, Deputy Chief or Chief) of the Police Department may grant any member's request to exchange hours, duty or days off with officers of equal rank or duty assignment for a minimum of eight (8) hours. Such request must be made seventy-two (72) hours in advance. Such request shall be granted on a uniform basis and standard rules and regulations shall apply to all employees who make this request. Such requests shall not be unreasonably or arbitrarily denied.

ARTICLE XXXIV
POLICE OFFICERS' BILL OF RIGHTS

- A. Members of the force hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police powers of the municipality.
- B. 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. Out of these contacts may come questions concerning the actions of the members of the police department. These questions may require investigation by superior officers. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:
1. The interrogation of a member of the police department shall be at a reasonable hour, preferably when the member is on duty, but where the seriousness of the complaint merits immediate action, such action may be taken.
 2. The member shall be informed of the nature of the investigation before interrogation commences. Sufficient information to reasonably apprise him of the allegations should be provided, including but not limited to the date, time, place, and nature of the charges. If it is known that the member is being interrogated as a witness only, he should be so informed at the initial contact.
 3. The questioning shall be reasonable in length with reasonable respites allowed for personal necessities, meals, telephone calls and rest periods. No off the record questions shall be permitted.
 4. The member shall not be subjected to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

5. If a member of this police department is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.
6. Members may, at their request, consult with counsel or their UNION representative prior to his being questioned concerning a violation of the Rules and Regulations. Such request for consultation shall not serve to unreasonably delay the investigation of the department.
7. Police Officers shall not be entitled to any additional or less protection than any other citizen.

ARTICLE XXXV

PATROL DUTY

Section 1:

- A. No one other than sworn police officers shall perform traditional police duties on a regular basis.

Section 2:

- A. The EMPLOYER agrees that all non-regular employed personnel working in a police capacity for the EMPLOYER shall be clearly distinguishable by uniform and vehicle such as auxiliary police and special police.

Section 3:

- A. The EMPLOYER agrees that only regular police personnel be assigned to patrol duty in regular marked police vehicles. Any violation of this section will be deemed a violation of the contract and the employee may refuse to be assigned with non-regular personnel for his own safety and the safety of others without fear of department charges and accept another assignment not be deemed a punished assignment by the President or Vice President of the UNION.

ARTICLE XXXVI
EXTRA-DUTY EMPLOYMENT

A. General

1. Extra-Duty Employment shall be defined as any employment or assignment which the police department is not obligated or expected to provide, or does not normally provide as part of its regular plan of police service; performed by an officer of the police department for a person or entity who has entered into a formal contract with the township for the performance of such services and where such services are conditioned upon the actual or potential use of law enforcement powers by the police department employee.
2. Extra-Duty Employment includes, but is not limited to, traffic control required by street opening and construction permits, sporting events and public gatherings, security at public and Board of Education buildings and grounds, and all other security and traffic control functions for both public and private entities.
3. UNION members engaged in Extra-Duty employment shall be considered to be *on-duty* for all intents and purposes.
4. The EMPLOYER shall allow officers to engage in extra-duty employment on a voluntary basis.
5. Extra-duty employment assignments will only be permitted when the entity requesting the police service has executed a formal agreement with the Township of North Bergen.
6. Extra duty employment shall be established by ordinance. North Bergen Township Ordinance #269-15, attached hereto (Appendix B), is hereby incorporated and made part of this Agreement.

B. Financial

1. The EMPLOYER agrees to maintain a special trust fund to manage Extra-Duty employment escrows and payments.
2. All UNION members shall be paid at the rates set forth via Ordinance #269-15 for Extra-Duty Police Services including prevailing amendments.
3. Members shall be compensated for Extra-Duty employment performed on the next regular pay date after the submission of a pay slip that has been approved by the Police Chief, or his designee, and properly authorized by the person or entity who requested the Extra-Duty police services.
4. The EMPLOYER is not responsible for lost paperwork, incomplete submissions, or documents that were submitted late or past the payroll deadline.
5. The EMPLOYER shall not be financially liable for Extra-Duty employment performed erroneously or without proper authorization.

C. Authority

1. In order to ensure that Extra-Duty employment assignments are administrated and conducted in accordance with all applicable laws, ordinances, written directives and prevailing opinions the UNION acknowledges that the Chief of Police, or his designee, shall act as administrator of the Extra-Duty Employment assignments.
2. The assignment of officers and equipment (e.g. vehicles) for extra-duty police services shall be subject to the sole discretion of the Chief of Police, or his designee.
3. The Chief of Police, or his designee shall have the authority to:
 - a. Order any police officer engaged in Extra-Duty police services to respond to an

emergency situation.

- b. Terminate any Extra-Duty assignment when it creates an unacceptable risk to the health, safety and welfare of the officer or public.
- c. Relieve from duty any officer engaged in Extra-Duty employment who is unfit for duty, in violation of any rule or regulation, or who fails to perform his Extra-Duty assignment satisfactorily.
- d. Relieve from duty and officer who performs any task not associated with police work that might demean the image of the North Bergen Police Department, EMPLOYER, or diminish the respect of the profession.
- e. The UNION shall also be guided by North Bergen Police Department General Order 13-16 (and any revisions) regarding Extra-Duty Employment.

D. Good and Welfare Fund

1. The EMPLOYER and UNION mutually agree to withhold a *Good and Welfare* fee of \$4 per hour, per member from the hourly rate. This fee is in addition to the hourly administration fee. Vehicle and other fees collected are exempt from Good and Welfare and do not apply.
2. The UNION agrees that under no circumstances or capacity shall Good and Welfare funds be used for collective bargaining grievances or labor actions against the Township of North Bergen or its agents.
3. The UNION agrees to establish a separate financial account and record for Good and Welfare funds. At no time should Good and Welfare funds be comingled with the general account since the standard on their acquisition and use is unique to each.
4. Upon request, the UNION shall grant the EMPLOYER access to the UNION's Good and Welfare financial records to ensure compliance with the use-restriction set forth in this Article.
5. The UNION recognizes that failure to comply with said use-restrictions shall be deemed a

violation of this contract Agreement.

6. The UNION acknowledges that it shall be responsible for the reimbursement of misappropriated funds including any legal and administrative fees that may occur as a result.
7. The UNION understands that the misappropriation of Good and Welfare funds may also be a violation of State and/or Federal law.

ARTICLE XXXVII

NO-STRIKE PLEDGE

- A. The UNION covenants and agrees that during the term of this Agreement neither the UNION nor any person acting in its behalf will cause or authorize any strike (i.e., the concerted failure to report for duty, or stoppage of work), work stoppage, walkout or other concerted refusal to perform mandated police duties. The UNION agrees that such action would constitute a material breach of this Agreement.
- B. In the event of any such strike or walkout, any employee who engages in such activity shall be subject to disciplinary action subject however to the application of the Grievance Procedure contained in this Agreement.
- C. The UNION will actively discourage any strike, work stoppage or walkout by police officers.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the EMPLOYER or the UNION in its rights to seek and obtain such judicial relief as may be entitled to have in law or in equity or both the injunction or damages in the event of such breach of either party.

ARTICLE XXXVIII

FULLY BARGAINED AGREEMENT

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. 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 parties at the time they negotiated or signed this Agreement.

ARTICLE XXXIX
SUNSET PROVISION CLAUSE

- A. An act concerning police and fire interest arbitration was approved by the Senate and General Assembly of the State of New Jersey on June 24, 2014 amending P.L.1977, chapter 85 and P.L.2010, chapter 105.
- B. This act shall take effect immediately and shall be retroactive to April 2, 2014.
- C. This act which originally took effect January 1, 2011 shall apply only to collective negotiations between a public employer and the exclusive representative of a public police department or public fire department that relate to negotiated agreements expiring on that effective date or any date thereafter until or on December 31, 2017, whereupon, after December 31, 2017, the provisions of section 2 of P.L.2010, c.105 (C.34:13A-16.7) shall become inoperative for all parties except those whose collective negotiations agreements expired prior to or on December 31, 2017 but for whom a final settlement has not been reached.
- D. In the event the Amendments to N.J.S.A. 34:13A-16. et seq., as set forth in P.L. 2010, Chapter 105, commonly referred to as the "Rocket Docket Arbitration Law" are not extended past December 31, 2017 (revised Sunset Date) in its current form, either party will have the ability to reopen the contract for the remaining term or newly agreed to term upon thirty (30) days prior written notice.

ARTICLE XXXX
DURATION OF AGREEMENT

Section 1:

This Agreement shall become effective as of January 1, 2020 and shall expire December 31, 2023.
Both parties agree to commence negotiations for the year of 2023 in accordance with then applicable rules of the Public Employment Relations Commission.

Section 2:

In the event negotiations are not completed for a new agreement by the expiration date of this Agreement, the parties agree that this Agreement shall remain in full force and effect until such time as the new agreement is reached.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at NORTH BERGEN, NEW JERSEY on this 25th day of November, 2019.

POLICEMEN'S BENEVOLENT ASSOCIATION,
LOCAL 18A (SOA), AFFILIATED WITH THE
NEW JERSEY STATE P.B.A.

TOWNSHIP OF NORTH BERGEN,
HUDSON COUNTY, NEW JERSEY


By:  11/18/19
Victor Queiro

By: 
Christopher Pianese

WITNESS:


REGINA FASULIS

WITNESS:


Liz Gonzalez