

***AGREEMENT***

*between*

**THE BOROUGH OF BERGENFIELD**

and

**BERGENFIELD POLICE DEPARTMENT  
TELECOMMUNICATORS ASSOCIATION**

January, 2004 through December 31, 2007

**BERGENFIELD POLICE DEPARTMENT**  
**TELECOMMUNICATORS ASSOCIATION**

**January 1, 2004 – December 31, 2007**

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**ARTICLE I**  
**RECOGNITION**

**Section 1**

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

**Section 2**

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

## ARTICLE II

### MANAGEMENT AND EMPLOYEES RIGHTS

The Borough hereby agrees that every non-managerial Telecommunicators shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental powers under the laws of the State of New Jersey, the Borough undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights, privileges or benefits conferred upon employees covered by the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., or other laws of the State of New Jersey or the Constitution of State of New Jersey or of the United States. The Borough further agrees that it shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any lawful activities of the Association and its affiliates, collective negotiations with the Borough or the institution of any grievance under this Agreement with respect to the terms and conditions of employment.

#### Section 2

Except as otherwise provided herein, the Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in its prior to the signing of this Agreement by the laws and Constitutions of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

- (A) To the executive management and administrative control of the Borough Government and its properties and facilities and the activities of its Employees;
- (B) To hire all Employees, and subject to the provision of law, to determine their qualifications and conditions for continued employment or assignments and to promote and transfer Employees;
- (C) To suspend, promote, demote, transfer, assign, reassign, discharge or take any other disciplinary action for good and just cause according to law.

**Section 3**

Nothing contained herein shall be construed to deny or restrict either party of or in its rights, responsibilities and authority under N.J.S. Titles 11,34, 40 and 40A, or any other national, state, county or other applicable laws.

**Section 4**

Neither the Association nor any of its members shall engage in any job action, strike, work stoppage, sit-down, slow-down, sick call action, boycott or any other form of interference with Borough operations during the term of this Agreement.

**Section 5**

The Borough will not engage in any lockout of Employees covered by this Agreement during the term hereof.

**ARTICLE III**

**SALARIES**

Employee's base salaries shall be as follows for the duration of this Agreement, from January 1, 2004 to December 31, 2007.

**TELECOMMUNICATORS**

	<u>01/01/04</u>	<u>01/01/05</u>	<u>01/01/06</u>	<u>01/01/07</u>
1 <sup>st</sup> yr	\$27,000	\$27,800	\$29,500	\$31,500
2 <sup>nd</sup> yr	\$30,000	\$30,900	\$32,800	\$35,000
3 <sup>rd</sup> yr	\$33,000	\$34,000	\$36,100	\$38,500
4 <sup>th</sup> yr	\$36,000	\$37,100	\$39,300	\$42,000
5 <sup>th</sup> yr	\$39,000	\$40,200	\$42,600	\$45,500
6 <sup>th</sup> yr	\$42,000	\$43,260	\$45,800	\$49,100
7 <sup>th</sup> yr	\$45,000	\$46,400	\$49,100	\$52,600

\*\* By the end of the second year, Telecommunicators must be fully EMD-certified to receive the next pay increase.

If they are certified within the first six months of their employment, they will be paid from date of hire at the certified rate.

**Part-time Telecommunicators**

Experience EMDs may be hired as Part-Time Telecommunicators by the Chief of Police at the following hourly rates, as substitutes for vacations, illnesses or other absences. These positions earn no benefits.

**Part-time Telecommunicators**

**\$14.90 Per Hour**

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

## **ARTICLE IV**

### **OVERTIME**

Overtime shall be defined as any work in excess of forty (40) hours per week based upon usual shifts as averaged in accord with present procedure. For each such extra hour worked, overtime compensation or compensatory time in lieu of payments shall be paid at one and one-half (1½) times the regular hourly base rate of pay for all hours worked.



**ARTICLE V**

**CLOTHING ALLOWANCE**

The Borough will provide the following clothing to Telecommunications in their first year of service:

3 prs. Pants

5 Shirts

In subsequent years, Telecommunicators will receive Four Hundred Fifty Dollars (\$450.) per year. With half being paid in the second pay period in the month of April and the remaining half to be paid in the second pay period in the month of October.

**ARTICLE VI**

**HOLIDAYS AND PERSONAL DAYS**

**Section 1**

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

- |                             |                  |
|-----------------------------|------------------|
| New Year's Day              | Labor Day        |
| Martin Luther King Birthday | Columbus Day     |
| Lincoln's Birthday          | Election Day     |
| President's Day             | Veterans Day     |
| Good Friday                 | Thanksgiving Day |
| Memorial Day                | Christmas Day    |
| Independence Day            |                  |

**Section 2**

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

**Section 3**

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

## ARTICLE VII

### INSURANCE AND DEATH BENEFITS

#### Section 1

Existing Medical, Prescription and Dental Insurance benefits shall be continued for all active employees and employees who are retired and their eligible dependents during the term of this Agreement.

To be added Only upon all borough bargaining units agreeing to this change. Each active employee shall contribute Two Hundred Sixty Dollars (\$260) per year toward Medical Benefits. Said contributions shall be made on a Ten Dollar (\$10) per biweekly paycheck basis.

Prescription Drug Insurance shall be provided for active employees, providing family coverage with \$0/\$5/\$10 co-payment.

#### Section 2

Any combined expenditure for medical benefits in excess of \$7,500 shall be the responsibility of the employee. The Borough will arrange for such payments to be made through payroll deductions.

#### Section 3

The Borough agrees to pay the sum of Ten Thousand (\$10,000.00) Dollars to the estate of any employee killed in the line of duty.

#### Section 4

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

**ARTICLE VIII**

**VACATIONS**

**Section 1**

Each employee shall be entitled to annual vacation leave depending upon his years of service within the Department as follows:

	<b><u>Years of Service</u></b>	<b><u>Vacation Time</u></b>
<b>Telecommunicators</b>	1st Year	1 day per month worked
	2nd through 5th	12 days
	6th through 10th	15 days
	11th through 15th	18 days
	16th through 20th	21 days
	More than 20 years	25 days

**Section 2**

Where, in any calendar year, the vacation, or any part thereof, is not granted by reason of the pressure of municipal business, it shall accumulate and be granted in the next succeeding calendar year only. Vacation time accrued but not taken voluntarily shall not accumulate beyond the calendar year in which it accrues.

**ARTICLE IX**

**TERMINAL LEAVE**

**Section 1**

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

**Telecommunicators:**

15 through completion of 19 years.....	3 Months
20 through 24 years.....	4 Months
25 through 29 years.....	5 Months
Over 30 years.....	6 Months

**Section 2**

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

**Section 3**

During terminal leave status, said retiring Employee shall not accrue payment or credit for vacation, personal day(s) or holiday(s).

**Section 4**

A. Each retiree shall be provided with a lump sum payment option. Under said option an Employee would be permitted to take said entitlement as may be earned under this Article and reduce it to a lump sum payment. Payment would be the time calculated times the retiring Employee's then current rate of pay.

B. A one hundred twenty (120) day notice shall be made to the Borough of the employee's intent to take the entitlement in a lump sum payment.

**ARTICLE X**

**SICK LEAVE**

The Borough agrees to grant each full-time employee fifteen (15) days a year sick leave. Said sick leave shall be allowed to accumulate from year to year, to be used only for justifiable illness.

As the parties have agreed to provide Terminal Leave (Article IX) at retirement, there will be no consideration for the payment of accumulated sick leave in addition to terminal leave.

## ARTICLE XI

### GRIEVANCE PROCEDURE

#### Section 1

A grievance is any complaint arising with respect to wages, hours of work or other negotiable conditions of employment and includes any dispute over the interpretation, application or construction of this Agreement. In order to provide for the expeditious and mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed. Minor discipline, defined as those disciplinary actions where the penalty is five (5) days of suspension or equivalent fine or any lesser penalty, shall be included within the scope of grievable matters under this Grievance Procedure. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss and resolve the matter informally with any appropriate member of the Department.

#### Section 2

Complaints may be initiated by an individual employee to his immediate superior. An earnest effort shall be made to settle the dispute immediately. If the complaint is not adjusted satisfactorily at this stage and the employee wishes to enter a grievance, it shall be presented by the employee or by the authorized Association representative.

#### Section 3

When the Association wishes to present a grievance for itself or for an employee or group of employees for settlement or when an aggrieved employee wishes to present a grievance, such grievance shall be presented as follows:



Step 1: The aggrieved employee, the President of the Association, or his duly authorized representative shall present and discuss the grievance or grievances orally with the Police Chief or his duly designated representative. The Police Chief shall answer the grievance orally within five (5) days.

Step 2: If the grievance is not resolved at Step 1, or if no answer has been received within the time set forth in Step 1, the Association shall present the grievance within five (5) working days in writing to the Chief of Police. This presentation shall set forth the position of the Association, or Employee, and at the request of either party, discussions may ensue. The Chief of Police shall answer the grievance in writing within five (5) working days after receipt of the written grievance setting forth the position of the employer.

Step 3: If the grievance is not resolved at Step 2, or if no answer has been received by the Association within the time set forth in Step 2, within seven (7) working days of the receipt of the written response in Step 2, or of the time limitation for response (if no response is received), the grievance may be presented in writing to the Municipal Administrator. The final decision of the Administrator shall be given to the Association in writing within seven (7) working days after the receipt of the written grievance.

Step 4: If the grievance has not been settled by the parties at Step 3, or if no answer in writing by the Administrator within seven (7) working days thereafter, an appeal of the adverse decision may be made to the Governing Body in writing. The Governing Body shall, if requested by the Employee or Association, or in its own discretion, within ten (10) working days after the receipt of the written notice of appeal setting forth the nature of the grievance, the relief sought and the

Administrator's response, hold a private hearing at which the Employee, the Association, or their authorized representative may be heard. Thereafter, within ten (10) working days after such hearing, or the receipt of the notice of appeal (if no hearing is held), the Governing Body shall deliver its decision in writing.

#### Section 4

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

#### Section 5

1. If the grievance is not settled through Steps 1, 2, 3 and 4, either party may refer the matter to the Public Employment Relations Commission (PERC) within ten (10) days after the determination by the Mayor and Council for binding arbitration. Said request may be made only when the grievance alleges specific violations of this Agreement as detailed in Section 1 of this Article. All other grievances end with the decision by the Mayor and Council. An Arbitrator shall be selected pursuant to the Rules of the PERC.

2. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in 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 supplement thereto. The decision of the Arbitrator shall be final and binding.

3. The costs for the services of the Arbitrator shall be borne equally between the Borough and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

## ARTICLE XII

### DEPARTMENTAL INVESTIGATIONS

In an effort to insure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted.

1. The member of the Association shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact.

2. At every stage of the proceedings, the Department shall afford an opportunity for a member of the Association, if he/she so requests, to consult with counsel and/or his/her Association representative before being questioned.

The Employee shall have the right to have his/her attorney and/or Association representative present during all questioning.

3. No Employee covered by this Agreement shall be subjected to any urinalysis or blood screening unless one of the three (3) circumstances exist: (1) Where the Employer has probable cause to suspect that there is a job-related individualized impact with respect to the specific Employee being tested. (2) Where the urinalysis or blood testing is done as part of a bona fide annual physical examination which is done for the entire Police Department. (3) When the departmental exam is mandated by a health care insurance carrier.

4. Under no circumstance shall the Employee offer or direct the taking of a polygraph or voice print examination for any Employee covered by this Agreement.

## **ARTICLE XIII**

### **EXTRA CONTRACT, SEPARABILITY AND SAVINGS**

#### **Section 1**

The Borough agrees not to enter into any other agreement or contract with employees covered by this Agreement, individually or collectively, or with any other organization which in any way conflicts with the terms and provisions of this Agreement unless the Association agrees to such change in writing or a new representative is duly elected by the employees.

#### **Section 2**

This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

#### **Section 3**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect. The parties shall meet for the purpose of negotiating changes made necessary by the applicable law.

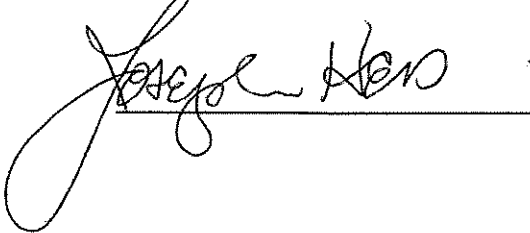
**ARTICLE XIV**

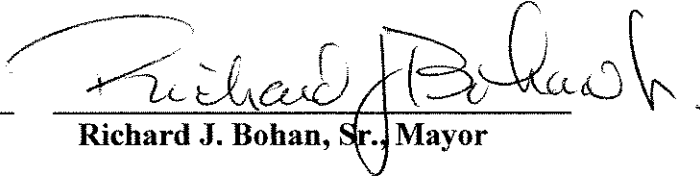
**TERM OF AGREEMENT**

**THIS AGREEMENT** shall be effective January 1, 2004 and shall remain in full force and effect until December 31, 2007. In the event no new or substitute Agreement is entered into on or before January 1, 2008 the terms and conditions of this Agreement shall continue in full force and effect until a substitute Agreement is executed.

**ATTEST:**

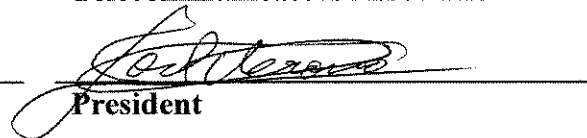
**BOROUGH OF BERGENFIELD**

  
\_\_\_\_\_

  
Richard J. Bohan, Sr., Mayor

**ATTEST:**

**BERGENFIELD POLICE DEPARTMENT  
Telecommunicators Association**

\_\_\_\_\_  
  
President

TELECOMMUNICATORS

	<u>7/1/2004</u>	<u>7/1/2005</u>	<u>7/1/2006</u>	<u>7/1/2007</u>
1st yr	\$27,000.00	\$27,800.00	\$29,500.00	\$31,500.00
2nd yr	\$30,000.00	\$30,900.00	\$32,800.00	\$35,000.00
3rd yr	\$33,000.00	\$34,000.00	\$36,100.00	\$38,500.00
4th yr	\$36,000.00	\$37,100.00	\$39,300.00	\$42,000.00
5th yr	\$39,000.00	\$40,200.00	\$42,600.00	\$45,500.00
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7th yr	\$45,000.00	\$46,400.00	\$49,100.00	\$52,600.00

Article V  
Clothing Allowance

The Borough will provide the following clothing to Telecommunicators in their first year of service

3 prs pants  
5 Shirts

In subsequent years, Telecommunicators will receive Four Hundred Fifty Dollars (\$450) per year. With half being paid in the second pay period in the month of April and the remaining half to be paid in the second pay period in the month of October.

Article IX  
Terminal Leave

Section 1

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

15 through 19 years.....	3 Months
20 through 24 years.....	4 Months
25 through 29 years.....	5 Months
Over 30 years.....	6 Months

Section 2 And 3 No changes



Article VII  
Insurance and Death Benefits

Section 1

Existing Medical, Prescription and Dental Insurance benefits shall continue for all active employees and employees who are retired and their eligible dependants during the term of this Agreement.

To be added Only upon all borough bargaining units agreeing to this Change.

Each active employee shall contribute Two Hundred Sixty Dollars (\$260) per year toward Medical Benefits. Said contributions shall be made on a Ten Dollar (\$10) per biweekly paycheck basis.

Prescription co-pay shall be \$0/\$5/\$10.

Section 2, 3, 4 remain unchanged