

AGREEMENT  
BETWEEN  
EMPLOYER OF NORTH BERGEN  
HUDSON COUNTY, NEW JERSEY  
AND  
PBA LOCAL #18

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January 1, 2012 through December 31, 2015

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PREAMBLE

THIS AGREEMENT is made and entered into by and between THE TOWNSHIP EMPLOYER 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 18, 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 18 as the sole and exclusive negotiating agent for all policemen, excluding superior officers of the rank Sergeant and higher, 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 Township agrees to deduct from the salaries of its employees subject to this Agreement dues for the P.B.A. 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 P.B.A. 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 P.B.A. shall furnish to the Township written notice prior to the effective date of such change, and shall furnish to the Township new authorizations from its members showing the authorized deduction for each employee.

C. The P.B.A. will provide the necessary "check-off" authorization form and deliver the signed forms to the appropriate Township Official. The P.B.A. shall indemnify, defend and save the Township 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 Township in reliance upon the salary deduction authorization cards submitted by the P.B.A. to the Township.

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 PATROLMEN of the North Bergen Police Department, excluding superior officers of the rank Sergeant or higher. "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 P.B.A. to attend each P.B.A. State meeting or convention, providing seventy-two (72) hours written notice is given to the Chief of the Department by the P.B.A. Not more than four (4) employees shall be granted time off at any one time.

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

B. Accredited representatives of the P.B.A. may enter the Township facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. When the P.B.A. decides to have its representative enter said Township 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 Township Government or normal duties of employees.

C. During collective negotiations, when negotiation meetings are scheduled during an employee's regular work time, authorized P.B.A. representatives, not to exceed four (4), 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.

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

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

F. The State delegate shall be granted time off to attend monthly meetings of the State P.B.A. Any officer of the State P.B.A., not to exceed two shall, also to be granted such time off provided no undue interference with Departmental operations is created thereby.

## ARTICLE V

### WORK DAY, WORK SCHEDULE, MANPOWER AND PATROL CARS

A. The present work schedule, i.e., the six (6) day 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. During all shifts, the Chief or Tour Commander shall allocate personnel to patrol cars depending on the needs of the Department.

C. All patrol cars shall be equipped with at least the following equipment: Two (2) heavy duty flashlights; one hundred feet (100) feet of heavy duty rope; one (1) blanket; one (1) serviceable first aid kit; one (1) fire extinguisher; one (1) heavy duty pry bar; two (2) spotlights; one (1) snare for handling animals; one (1) pair of protective gloves; two (2) riot helmets; one (1) pair of luminous gloves; two (2) flashers and one (1) 360° degrees revolving beacon; one (1) small scott pack. In all the patrol cars, the rear seat is to be separated from the driver's seat by a mesh type device. All patrol cars are to be equipped with trunks that can be opened from the interior of the car.

D. The parties agree that all vacancies and promotions in the Department shall be made by the "EMPLOYER" in accordance with prevailing Department of Personnel Laws.

E. A constant Department of personnel list shall be maintained for all ranks to insure prompt filling of all vacancies. At the request of the "UNION", the Township will request Department of Personnel to call an examination.

F. 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 Township of North Bergen.

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.

1. Zero (0) to fifteen (15) minutes – no compensation.
2. Sixteen (16) to thirty (30) minutes – one-half (1/2) hours pay at time and one-half.
3. Thirty-one (31) to sixty (60) minutes – full hours pay at time and one-half.
4. 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 officer. This section shall not apply to civil court proceedings where the employee is the defendant, unless the employee is subpoenaed by the Township of North Bergen. 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 of 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 \$3,400 per year shall be included in each step on the salary guide.

ARTICLE VIII

VACATIONS AND VACATION PAY

A. Employees retiring or who have retired 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.

The following vacation is applicable to all employees in the unit hired after January 1, 1986:

1. During first year ..... Two 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) years ..... 3 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

B. All employees shall submit requests for summer vacation by April 15<sup>th</sup> to the appropriate senior officer. All employees shall submit fall/winter vacation requests by September 15<sup>th</sup> and spring vacations by December 15<sup>th</sup>.

C. 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.

D. Employees shall be permitted to exchange vacation time, with men with equal ranks, with out prejudice or discrimination.

E. 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 1<sup>st</sup> and September 15<sup>th</sup> 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 six-day cycle. Officers on a steady 5/4 -day schedule must begin their vacation leave on Saturday or their first regularly scheduled day off.

F. 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.

G. 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.

H. 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 utilize 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 Department of Personnel 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 Township. Employees will be required to notify the Township 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 a Township 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 Township'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 Township 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 Township 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 Township physician as ordered by the Department Head.

I. The recommendation of the Township 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 Township'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 Township 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 Township'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, compensation shall be paid to said employee of all ranks for each full day of earned and unused sick leave time computed 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. An employee on leave following submission of retirement papers shall not be permitted to go on sick leave.

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

1. 0-1 years service, 1 day per month up to 10 days
2. 1-2 years service, 11 days
3. 2-3 years service, 12 days
4. 3-4 years service, 13 days
5. 4-5 years service, 14 days
6. 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 Township 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 is 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.



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

C. Detectives shall receive an additional \$1000 per year as a detective allowance.



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

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 1<sup>st</sup> 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 1<sup>st</sup> 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 Township 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 the maximum coverage available with New Jersey Blue Cross and Blue Shield, including Rider J, or its substantial equivalent at its own expense, except as provided under paragraph G of this Article, to the employees covered by this Agreement and their dependents. All employees hired after 1/1/2008 shall be enrolled in Managed Care Direct Access only.

B. The "EMPLOYER" further agrees to provide a Major Medical Plan at its own expense, except as provided under paragraph G of this Article, to the employees covered by this Agreement and their dependents. The major medical plan includes a catastrophic provision.

C. The "EMPLOYER" agrees to provide a paid dental insurance plan at its own expense, except as provided under paragraph G of this Article, to the employees covered by this Agreement and the dependents.

D. The EMPLOYER agrees to provide a three (3) tier Paid Prescription Service Drug Program plan with a \$5 / \$10 / \$15 co-pay at its own expense, except as provided under paragraph G of this Article, to the employees covered by this Agreement and their dependents. Mail order (90 day supply) shall be subject to the same three (3) tier plan (\$5 / \$10 / \$15).

E. The Township 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 Township 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 Township will pay for a supplemental Medicare policy for the employee and family only. 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 has no other benefits. By November 1<sup>st</sup> of each year, such form will be mailed to or otherwise delivered to the retirees. Said form is to be returned to the Police Department by November 30<sup>th</sup> of the year. A list of those retirees who have not submitted said form by November 30<sup>th</sup> shall be sent to the UNION, which will have 30 days to provide to the Township accurate information regarding the retiree's status. Failure to complete said form by December 31<sup>st</sup> 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

F. The Township will pay up to \$125.00 per year for eyeglass prescription program.

G. In accordance with the Pension and Health Benefit Reforms set forth in Chapter 78 of the Laws of 2011, all Employees shall contribute towards the total premiums or periodic charges for all health care benefits including medical, prescription, dental and vision, as follows:

a. For those employees hired on or before January 1, 2012 and effective from January 1, 2012 through December 31, 2012, the Employee shall contribute

either 1.5% of their total base salary; OR the applicable percentage of their total premium costs as established under the New Jersey State contribution tables adopted in accordance with Chapter 78 of the Laws of 2011, whichever is higher. Effective January 1, 2013, the employee shall contribute the applicable percentage of their total premium costs as established under the New Jersey State contribution tables adopted in accordance with Chapter 78 of the Laws of 2011.

- b. For those employees hired on after January 2, 2012, for each year of the contract, the employee shall contribute the applicable "Year 4" phase-in rate established under the New Jersey State contribution tables adopted in accordance with Chapter 78 of the Laws of 2011.

ARTICLE XV

UNIFORMS

Section 1:

Except for policemen performing duties of garage mechanics or towing assignment, the regular uniforms 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.

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, husband, wife, child, stepchild, ward, brother, sister, stepmother, stepfather, guardian and grandchild.

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 grandparent, or employee's immediate uncle or aunt, niece, nephew, mother-in-law, father-in-law, sister-in-law and brother-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 Department of Personnel 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 City shall not require employees covered by this Agreement to assist other communities whose policemen 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 P.B.A. 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 hired prior to January 1, 2000 shall have added to his base salary an amount equal to the following percentages for attaining the various degrees in

Police Science or Criminal Justice:

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.

B. Employees hired after January 1, 2000 shall receive a flat dollar incentive according to the following schedule, which shall not be a part of the base salary:

Associate's Degree	\$450
Bachelor Degree	\$900
Master Degree	\$1,200
Doctorate	\$1,550

Section 2:

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

## ARTICLE XXV

### GRIEVANCE PROCEDURE

#### I. PURPOSE

a. 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.

b. 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 P.B.A.

#### II. Definition

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 P.B.A. or the Township. Only alleged violations of this agreement may proceed to arbitration.

#### III. 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 1



a) An aggrieved employee or the P.B.A. 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 P.B.A., 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

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.

Simultaneously with the application to the Board, the Union will send notice to the EMPLOYER of its application for arbitration.

a. The decision of the arbitrator shall be in writing and shall include the reasons for such decision.

b. The decision of the Arbitrator shall be binding upon the EMPLOYER and the Union employee.

c. The parties direct the Arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

d. The costs for the services of the arbitrator shall be borne equally by the Township and the Association.

e. Either party reserves the right to require that only one issue at a time be submitted to arbitration.

f. Should the grievant pursue his department of personnel remedies, the matter will be withdrawn with prejudice from arbitration.

g. 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

Section 1:

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 Township of North Bergen 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. The executive management and administrative control of the Township 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 Township.

2. 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.

3. To hire all employees, whether permanent, temporary, or seasonal, to promote, transfer, assign or retain employees in positions within the Township subject to the Department of Personnel and law.

4. To suspend, demote, discharge or take any other appropriate disciplinary actions against any employee for good and just cause according to law.

5. 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 Township, 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 Township or the P.B.A. 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 Township shall permit the Association reasonable use of bulletin boards and other police facilities for the posting of notices concerning Association 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 Association 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 Township shall defray the costs of defending such action. The employee may select his own counsel and the Township shall reimburse the employee for reasonable attorneys' fees. The Township may select co-counsel through the JIF. Such attorney's hourly fees shall not exceed the Township's attorney rate provided same is reasonable. In the case of a civil action, the Township 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 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 Township and the P.B.A. acknowledge that a policemen'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.

1. 0-1 years services, 1 personal day
2. 1-2 years service, 2 personal days
3. 2-3 years service, 3 personal days
4. 3-4 years service, 4 personal days
5. 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 force. 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 force shall be at a reasonable hour, preferably when the member of the force 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 of the force 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 the force 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) A member of the force may, if he requests, consult with counsel or his P.B.A. 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:

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

Section 2:

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:

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

NO-STRIKE PLEDGE

A) The P.B.A. covenants and agrees that during the term of this Agreement neither the P.B.A. 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 P.B.A. 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 P.B.A. 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 Township or the P.B.A. 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 XXXVII

SUNSET PROVISION CLAUSE

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 April 1, 2014 (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.



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 XXXIV

DURATION OF AGREEMENT

Section 1:

This Agreement shall become effective as of January 1, 2012 and shall expire December 31, 2015. Both parties agree to commence negotiations for the year of 2015 in accordance with then applicable rules of the Public Employment Relations Commission.

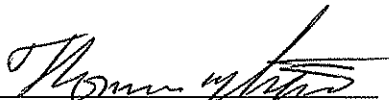
Section 2:

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 11 day of July, 2012.

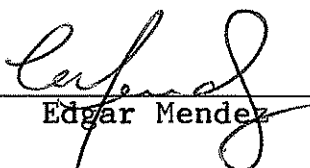
POLICEMEN'S BENEVOLENT  
ASSOCIATION, LOCAL 18  
AFFILIATED WITH THE NEW  
JERSEY STATE UNION

EMPLOYER OF NORTH BERGEN,  
HUDSON COUNTY, NEW JERSEY

By:   
Thomas Yfantis

By:   
Christopher Pianese

WITNESS:

  
Edgar Mendez

WITNESS:

  
Liz Gonzalez