

A G R E E M E N T

Between

Bergenfield, Borough of
THE BOROUGH OF BERGENFIELD

and

THE BERGENFIELD POLICE DEPARTMENT

CIVILIAN EMPLOYEES ASSOCIATION

X Effective January 1, 1988 through December 31, 1989

LAW OFFICES:

LOCCKE & CORREIA P.A.
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PREAMBLE

THIS AGREEMENT, effective as of the 22nd day of May, 1989 by and between the BOROUGH OF BERGENFIELD, New Jersey, hereinafter referred to as the "Borough", and the BERGENFIELD POLICE DEPARTMENT CIVILIAN EMPLOYEES ASSOCIATION, hereinafter referred to as the "Association" is designed to maintain and promote a harmonious relationship between the Borough and such of its Employees who are within the bargaining unit defined in Article I hereof in order that efficient and progressive public service may be rendered.

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 Civilian Employees employed by the Borough of Bergenfield Police Department.

Section 2

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

ARTICLE II

MANAGEMENT AND EMPLOYEES' RIGHTS

Section 1

The Borough hereby agrees that every non-managerial Civilian Employee 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 Civilian Employee in the enjoyment of any rights, privileges, or benefits conferred upon Civilian Employees 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 the State of New Jersey or of the United States. The Borough further agrees that it shall not discriminate against any Civilian 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 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:

- (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 provisions 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.A. 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

Section 1

The salaries for Bergenfield Civilian Employees shall be as set forth below:

	<u>Effective</u> <u>01/01/88</u>	<u>Effective</u> <u>01/01/89</u>
Police Records Clerk	\$19,700	\$21,276

All retroactive money due under the Agreement shall be paid as soon after execution as is possible.

ARTICLE IV

LONGEVITY

In addition to salaries, wages or other payments hereunder, each Civilian Employee shall receive longevity compensation based upon years of service with the Borough as follows:

Six (6) through Eight (8) Years of Service.....	1%	of Base Pay
Nine (9) through Eleven (11) Years of Service.....	2%	of Base Pay
Twelve (12) through Fourteen (14) Years of Service.....	3%	of Base Pay
Fifteen (15) through Seventeen (17) Years of Service.....	4%	of Base Pay
Eighteen (18) through Twenty (20) Years of Service.....	5%	of Base Pay
Twenty-One (21) through Twenty-Three (23) Years of Service.....	6%	of Base Pay
Twenty-Four (24) through Twenty-Six (26) Years of Service.....	7%	of Base Pay
Twenty-Seven (27) Years of Service and Thereafter.....	8%	of Base Pay

ARTICLE V

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 shall be paid at one and one-half ($1\frac{1}{2}$) times the regular hourly base rate of pay.

Off duty Court appearances, excluding appearances in civil actions, shall be compensated at one and one-half ($1\frac{1}{2}$) times the regular hourly base rate of pay for all hours worked.

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	Independence Day
Martin Luther King	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Election Day
Memorial Day	Christmas Day
Thanksgiving 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 matter shall not be grievable.

Section 3

Each Employee shall be entitled to two (2) personal leave days annually without loss of pay in addition to any other time off provided for in this Agreement.

ARTICLE VII

INSURANCE

Section 1

Existing Blue Cross, Blue Shield 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.

Section 2

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 3

The Borough shall provide a prescription insurance program for each active Employee. Eligible dependents shall be covered by this insurance program.

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:

<u>Years of Service</u>	<u>Vacation Time</u>
1st Year	1 Day per Month Work
2nd through 5th Year	12 Days
6th through 9th Year	15 Days
10th through 14th Year	20 Days
15th through 19th Year	23 Days
More than 19 Years	27 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

MISCELLANEOUS

All Employees attending training seminars shall receive a daily expense allowance in the amount of Three (\$3.00) Dollars. No seminar shall be attended without prior approval of the Chief of Police.

ARTICLE X

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. 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 any 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:

STEP ONE:

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 TWO:

If the grievance is not resolved at **STEP ONE**, or if no answer has been received within the time set forth in **STEP ONE**, 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 THREE:

If the grievance is not resolved at **STEP TWO**, or if no answer has been received by the Association within the time set forth in **STEP TWO**, within seven (7) working days of the receipt of the written response at **STEP TWO**, 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 FOUR:

If the grievance has not been settled by

the parties at STEP THREE, or if no answer in writing by the Administrator has been received by the Association within seven (7) working days thereafter, appeal the adverse decision 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 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. Said decision shall be conclusive and binding on the parties.

Section 4

In the event an appeal is not timely filed in writing pursuant to STEPS TWO, THREE or FOUR of Section 3, the decision at the prior STEP shall be final and the matter shall be considered closed.

Section 5

In the event the law of the State of New Jersey is amended or supplemented so as to make the grievances which are not satisfactorily resolved under STEPS ONE through FOUR of Section 3 subject to mandatory, binding arbitration, the parties agree to be bound by such law notwithstanding the conclusive nature of STEP FOUR decisions set forth herein.

ARTICLE XI

TERMINAL LEAVE

Section 1

All 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 20 Years.....	3 Months
21 through 25 Years.....	4 Months
26 through 29 Years.....	5 Months
30 through 34 Years.....	6 Months
35 through 39 Years.....	7 Months
40 Years or More.....	8 Months

Section 2

Said terminal leave shall be exclusive of compensation for any vacation time to which the Employee may be entitled at retirement.

ARTICLE XII

SEPARABILITY AND SAVINGS

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 XIII

EXTRA CONTRACT AGREEMENTS

Section 1

The Borough agrees not to enter into any other agreement or contract with the 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 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.

ARTICLE XIV

SICK LEAVE

The Borough agrees to grant each Employee fifteen (15) days a year sick leave. Said sick leave shall be allowed to accumulate from year to year.


As of May 1, 1979 each Employee covered by this Agreement shall be entitled to a credit of fifteen (15) days for each complete year that they have been employed by the Borough to be accumulated and added to their sick leave hereunder.

ARTICLE XV

TERM OF AGREEMENT

THIS AGREEMENT shall be effective January 1, 1988 and shall remain in full force and effect until December 31, 1989. In the event no new or substitute Agreement is entered into on or before December 31, 1989 the terms and conditions of this Agreement shall continue in full force and effect until a substitute Agreement is executed.

ATTEST:

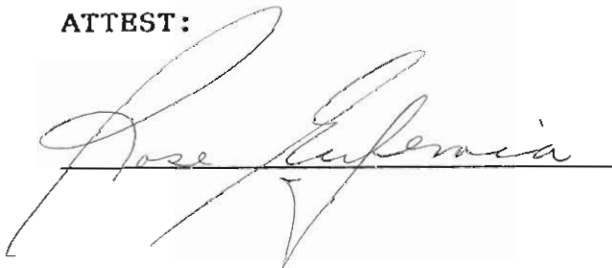


BOROUGH OF BERGENFIELD



Robert J. Gallione, Jr.
Mayor

ATTEST:



BERGENFIELD POLICE CIVILIAN
EMPLOYEES' ASSOCIATION



Frances Schettini
President