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AGREEMENT

BETWEEN

BOROUGH OF BLOOMINGDALE
PASSAIC COUNTY, NEW JERSEY

AND

BLOOMINGDALE PBA LOCAL 354

JANUARY 1, 2002 THROUGH DECEMBER 31, 2005

LAW OFFICES:

LOCCKE & CORREIA P.A.
24 Salem Street
Hackensack, NJ 07601
201-488-0880

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PREAMBLE

WHEREAS, the parties hereto desire to set forth the terms and conditions of employment between the Borough and PBA Local 354, and

WHEREAS, the parties wish to comply with the objectives and policies set in N.J.S.A. 34:13A-1, et seq. (Known as the Employer-employee Relations Act);

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Borough and PBA Local 354 agree as follows:

I - TERM OF AGREEMENT

This Agreement shall be deemed to have been in full force and effect from January 1, 2002 through and including December 31, 2005 (except where noted). All provisions and payments hereunder shall be made as soon after the execution of this Agreement as may be practical. Collective negotiations on the terms of a new Agreement shall commence no later than October 1, 2005, or as otherwise mandated by the New Jersey Employer-Employee Relations Act. This Agreement shall remain in full force and effect during the collective negotiations between the parties beyond the date of expiration on a new Agreement.

II- RECOGNITION CLAUSE

1. The Borough recognizes PBA Local 354 (hereinafter referred to as the "Association") as the sole and exclusive bargaining agent for all employees covered by this Agreement, excluding the Chief of Police and Special Police.

2. This provision shall be applied as provided by statute and applicable decisions of the courts and PERC.

III - AGENCY SHOP

1. Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Association within thirty (30) days thereafter, and any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a representation fee to the Association by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Association membership dues, fees and assessments as certified to the employer by the Association. The Association may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Association membership dues, fees and assessments. The Association entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Association remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor Agreement between the union and the employer.

2. The Association agrees that it will indemnify and save harmless the Borough against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the Borough at the request of the Association under this article.

IV - HOURS OF WORK AND OVERTIME

1. Use of the schedule in a discriminatory fashion may be grounds for filing a grievance, except that nothing herein shall prevent the Chief of Police or his designee from effecting a change in scheduling in case of a personnel shortage or an emergency situation.

2. Overtime - Any work authorized in excess of the regularly scheduled work hours by the Police Chief or his designee shall be considered overtime. The rate of compensation for said overtime shall be at one and one-half (1 ½) times the employee's hourly rate. All overtime shall be paid at the time and one-half rate.

3. There shall be a minimum overtime entitlement of two (2) hours for any court or administrative appearance, except for Detectives.

4. Where overtime is incurred by replacement of one officer by another, a sergeant is to be replaced by a sergeant, and a patrolman is to be replaced by a patrolman, whenever possible. This provision is only applicable for off duty time.

5. In the event an officer covered by this Agreement is required to assume tour commander's duties, he/she shall receive the rate of pay of his/her next highest rank for the period he/she assumes said duties.

V - COMPENSATION

1. Salaries - Base Salaries for employees covered by this agreement shall be as set forth in Schedule A and Schedule B annexed.

2. Any employee hired after 12/31/94 who is not PTC certified at the time of hire shall receive the salary scale hereunder commencing with an Academy rate of pay as defined in this Agreement. The academy rate shall be paid until completion of the last day of academy training or the employee's sixth month anniversary, whichever comes first.

Any employee hired after 12/31/94 who is PTC certified at time of hire shall receive the salary scale hereunder commencing with the starting base salary as defined hereunder by this Agreement.

3. Detectives shall receive \$2000 per year in addition to their base salary. Detectives shall receive the amounts set forth as an additional yearly allowance to their salaries. Detectives shall not be entitled to further payments for overtime or payments for court appearances. Any officer temporarily assigned to the Detective Bureau who is subject to the various call outs for overtime assignments shall be entitled to compensation pro-rated for Detective with the number of days he has been assigned to the division. Increase in salary for Detectives shall be paid in two (2) installments each year. The first installment due the first pay on or after July 1 and the second installment due the second pay on or after December 1.

4. Longevity - In addition to the above annual salary each officer shall have added to his base pay a longevity increment, as of the anniversary date of his employment in his qualifying year, in accordance with the following schedule:

- 5 years - 3% (Three percent)
- 10 years - 4% (Four percent)
- 15 years - 5% (Five percent)
- 20 years - 6% (Six percent)
- 24 years - 7% (Seven percent)

5. Senior Officer Differential - Employees completing 23 years of service shall be entitled to an increase of \$500 per annum, added to base pay, beginning at the start of the 24th year, which shall be utilized for all payroll based calculations.

VI - VACATIONS

1. Full time **employees** shall be entitled to vacation leave with pay measured by the length of employment in service years which shall accrue on a prorated monthly basis as follows:

<u>Length of Employment in Service Years</u>	<u>Vacation Days</u>
For the first year	6
2 - 3	12
3 - 4	13
4 - 5	14
5 - 6	15
6 - 7	16
7 - 8	17
8 - 9	18
9 - 10	19
10 - 11	20
11 - 12	21
12 - 13	22
13 - 14	23
14 - 15	24
15 - 16	25
16 - 17	26
17 - 18	27
18 - 19	27
20 and over	28

2. All vacations shall be granted at the same rate of salary being paid at the time such vacation is taken provided postponements in vacation are not of the employee's choice.

3. Vacation schedules shall be established by the Chief of Police, or his designee, who may take into consideration the desires of the employees and their seniority in establishing said schedules.

4. Carry Over - Vacation time accrued in any one year must be used not later than the next subsequent year.

VII - HOLIDAYS

1. Paid Holidays - Each employee shall be entitled to thirteen (13) paid holidays to be scheduled by the Chief of Police, or his designee as follows:

- | | |
|-----------------------|----------------------|
| New Year's Day | Columbus Day |
| Lincoln's Birthday | Election Day |
| Washington's Birthday | Veteran's Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Independence Day | One floating holiday |
| Labor Day | |

The floating holiday shall be designated as Easter as agreed upon between the PBA and the Borough.

2. Work on a Holiday - If an officer shall be required to work on one of the holidays designated above, he shall be paid at one and one-half (1 ½) times his hourly rate for having worked on that holiday and, in addition, shall receive one (1) compensatory day off with pay, said additional compensatory day to be scheduled by the Chief of Police.

3. Holiday on Day Off or During Vacation - If a holiday occurs during an officer's vacation or regularly scheduled day off, he shall have an additional compensatory day off with regular pay scheduled by the Chief of Police.

VIII - COLLEGE CREDITS

A.1. Compensation Rates - For the duration of this contract, each employee (hired on or before December 31, 1994) shall be entitled to compensation for credits completed toward an A.A. or Bachelor's Degree in Police Science at the rate of \$22.00 per credit per annum with a maximum of 1,600 per annum upon the attaining of an A.A. or Bachelor's Degree in Police Science.

2. An employee who has accumulated credits toward, or has acquired, an A.A. Degree in Police Science previous to his employment by the Borough shall be compensated for those credits and/or degree as follows:

First year	none
Second year	15 credits
Third year	30 credits
Fourth year	45 credits
Fifth year	60 credits maximum

3. Conditions - The following conditions shall apply for an employee to qualify for claiming benefits under this article.

a) To qualify for tuition benefits, the officer must be employed by the Borough for the entire semester for which he is claiming benefits.

b) The employee must notify the Chief of Police, or his designee, in writing by January 1 of the maximum number of credits which he may take in the coming year. This provision is waived for a new employee in the year in which he is first employed.

c) Verification of passing grades for credits claimed is required.

4. Credits qualified under this Agreement shall be compensated upon qualifications.

5. Payment for college credits shall be made no later than February 1 of each year.

B. Any employee hired after 12/31/94 shall be eligible for reimbursement for costs of tuition, books and fees for college credits not to exceed a Bachelors degree in Criminal Justice/Police Science. A minimum grade of "C" or better per course is required for reimbursement.

1st Year	no eligibility
2nd Year	up to \$400
3rd Year	up to \$800
4th Year	up to \$1,200
5th Year	up to \$1,600

All employees hired after 12/31/94 who are otherwise eligible to receive tuition reimbursement shall be permitted to apply to Three Hundred(\$300) Dollars of their annual eligibility amount towards commercially available training geared towards police service. This training shall include but is not limited to "Street Survival", Traffic School, Firearms, Defensive Driving etc. Health Club or Gym Memberships shall also be eligible for reimbursement under this provision upon receipt of a paid membership receipt. The Chief of Police shall have the final decision as to whether or not the class is eligible for reimbursement.

Employees shall receive compensation within thirty (30) days of submission by voucher. Proof of payment and passing grade shall be attached to the voucher when submitted by the employee.

IX - CLOTHING ALLOWANCE

1. A standard list of clothing and gear needed for the performance of police duties shall be prescribed by the Chief of Police, or his designee. Initial issue of clothing and gear shall be provided by the Borough.

2. Each employee shall be compensated for the replacement of clothing and gear in the amount of Nine Hundred (\$900.00) Dollars per year for the term of this agreement. Payment is due the first pay date on or after March

1. Uniforms are to be returned to the borough upon termination of employment.

3. Bullet proof vests shall be provided at employer expense to each new employee. Vest replacement for each employee covered by this Agreement shall be provided at employer expense every three years but no later than April 1 in the third calendar year. The vest provided shall be that identified as Threat Level 3 Body Armor.

X - HEALTH BENEFITS

1. Medical Coverage - All members shall be provided health care coverage under the New Jersey State Health Benefits Plan. (NJSHBP) Such plan also provides a prescription drug benefit for all members. the employees covered by this agreement shall have the option of choosing the specific plan under the NJSHBP. The medical coverage can be changed only to an equivalent or better coverage plan and at no additional cost to the employee.

All employees covered by this Agreement shall receive fully paid health benefits on retirement identical to those listed in Ordinance 7-93 upon completion of twenty-five (25) years of employment with the Borough or any disability retirement as referenced by N.J.S.A. 40A:10-23.

2. Dental Coverage - The Borough shall continue to provide each employee with current dental insurance coverage as set forth in the Blue Cross Blue Shield Insurance Plan or a similar coverage. Coverage can be changed only to an equivalent or better coverage, provided there is no additional cost impact to the employees.

3. Change of Source of Medical Coverage - Due to the change in health care coverage the following plan shall be in effect as of 1/1/03.

2003 - A pool of funds shall be established for the purpose of reimbursing employees for health care costs which may be incurred in excess of the benefits which were available prior to January 1, 2003 and as a result of the

change to the State Health Benefits Plan. The pool for 2003 shall be an amount equal to the number of employees covered by this agreement on January 1, 2003 multiplied by \$600.00. Payment of sums from the pool shall be made on a pro-rata basis in the event of over-subscription. Payment shall be made at the end of the year to employees seeking reimbursement for bona fide excess costs as set forth above. In the event that any employee submits requests for an amount greater than \$600.00, said request shall be honored if funds are available at the end of the year and to the extent funds are available. In the event funds are unused and available at the end of the year, said funds shall be carried forward to 2004.

2004 - The same formula established for 2003 shall be in effect for 2004 except that the pool of funds shall be an amount equal to the number of employees covered by this agreement on January 1, 2004 multiplied by \$400.00. Any unused funds shall be carried forward to 2005.

2005 - The same formula established for 2003 shall be in effect for 2005 except that the pool of funds shall be an amount equal to the number of employees covered by this agreement on January 1, 2005 multiplied by \$200.00. There shall be no carry forward of unused funds.

XI - SICK LEAVE

1. Each permanent employee shall be entitled to fifteen (15) days sick leave per annum.

2. Each permanent employee may accumulate, without limit, his unused sick leave for sickness.

3. For purposes of retirement, employees may accumulate up to one hundred eighty (180) days of unused sick leave. Upon retirement, an employee may exercise one of the two following options:

a) To be reimbursed at the rate of one-half ($\frac{1}{2}$) days pay for each accumulated sick day up to a maximum of ninety (90) full days pay at the then existing rate, or

b) To take terminal leave equal to the number of days so calculated up to a maximum of ninety (90) days.

4. Employees shall be paid one-half ($\frac{1}{2}$) their daily rate of pay on or before February 1st of the ensuing year for each unused sick leave day in the prior calendar year up to a maximum of six (6) days pay. All unused sick leave days shall be accumulated in accordance with paragraph three above, that is, for retirement accumulation and the balance thereof (difference between the leave bought back and the unused leave¹) shall be applied to sick leave accumulation; or the employee shall have the option to be compensated at the rate of Ten (\$10) Dollars per day paid on or before February 1st of the ensuing

year for unused sick leave days and all to be applied to the accumulation reference in paragraphs two (2) and three (3) above. An employee must choose either the buy back provision of one-half (½) day pay for each unused sick day up to a maximum of six (6) sick days pay or the Ten (\$10) Dollars per day for each unused sick day option. The employee shall notify the employer by October 15th of each year regarding which option he elects.

5. At his discretion, the Chief of Police, or his designee, may require the employee to provide the Borough with acceptable medical evidence attesting to said employee's inability to work if the sick leave extends for three (3) consecutive working days or more than five (5) days during the course of one year. In the event acceptable medical evidence is so required but is not forthcoming, the employee shall be paid only for a maximum of three (3) days. Any period of illness in which consecutive days are taken as sick days shall count as one (1) day for the purpose of the requirement of medical evidence for taking five (5) days during the course of the year. Whenever reasonably possible, the employee must report the need for sick leave prior to his assigned starting time. An employee failing to do so will be considered absent without leave and may not be paid for that date, in the Chief's discretion.

¹ Example: An employee taking no sick leave during the year would receive six (6) days pay. Nine (9) days would be credited toward the sick leave accumulation for sick leave purposes and fifteen (15) days would be credited for terminal leave purposes.

XII - DISABILITY PAY

If the employee sustains any job related injury, which is recognized as such and covered by Workman's Compensation Insurance, the Borough shall insure payment of full salary to such employee for a period of up to one (1) year, or until such employee is placed on disability retirement, whichever occurs first. The employee shall endorse or pay over to the Borough temporary disability benefits received in connection with such job related injury. The employee understands and agrees that they may be required to make reimbursement to the insurance carrier in the event of a third party action recovery, and that any such reimbursement will be in addition to paying over temporary disability benefits to the employer. There shall be no charge to an employee's sick leave in the event of any bona fide job related injury. The employer shall have the right to require periodic medical examinations of employees on leave due to job-related injuries, at the expense of the employer.

XIII - BEREAVEMENT LEAVE

1. Each employee shall be entitled to three (3) personal days for the death of an immediate family member, or a member of the family living with the employee.

a) The immediate family shall include: employee's spouse, child, parent, brother or sister, the child, parent, brother or sister of the spouse.

2. Each employee shall be entitled to one (1) personal day for the death of grandmother or grandfather not residing in the employee's home. The Chief may, upon request by officers, and at the discretion, grant additional bereavement leave not exceeding three (3) days in total for the death of a grandparent.

XIV - PERSONAL DAYS

1. Each employee shall be entitled to use two (2) sick days per annum for attending to personal matters and said days shall be considered personal days. Election of days shall be approved by the Chief. One day will be deducted from sick day balances.

2. Personal days may not be accrued. Use of personal leave may be denied in the event of an emergency situation.

XV - LEGAL DEFENSE

1. In any matter in which a member of the bargaining unit is sued in a civil proceeding arising from the performance of his duties, the municipality shall provide defense counsel at its expense.

2. If a complaint is filed against a member of the bargaining unit in a municipal court arising from the performance of his duties, the municipality shall provide defense counsel at its expense.

3. If a member of the bargaining unit is indicted, the responsibility of the municipality to provide defense counsel or the cost thereof shall be as provided by law.

XVI - GRIEVANCES

1. For purposes of this Agreement, the term "grievance" means any complaint, difference or dispute between the employer and any employee with respect to the interpretation, application or violation of any of the provisions of this Agreement or any applicable rule or regulation or policies, agreements or administrative decisions affecting any employee(s) covered by this Agreement.

Minor disciplinary matters (less than six (6) days of fine or suspension or equivalent thereof) shall be included in this Grievance Procedure.

2. The following procedure is established for a grievance:
- a) The grievance must be reported to the Office of the Chief of Police within fifteen (15) working days (excluding Saturdays and Sundays) after the occurrence giving rise to the grievance or from the time the grievant(s) could reasonably have had knowledge of said event.
 - b) The Chief of Police shall discuss the grievance with the grieving party or representative within five (5) working days after his office has received notice of the grievance and shall answer the grievance, in writing, within five (5) working days (excluding Saturdays and Sundays) thereafter.
 - c) Within ten (10) working days after the Chief of Police has responded, or should have responded, the grieving party may file a written description of the matter grieved with the Office of the Borough Administrator, or his designee, who shall hear the grieving party or representative within five (5) working days after the written grievance has been filed. The Public Safety Committee shall render a written decision within five (5) working days after this hearing.
 - d) Within five (5) working days thereafter a written decision must be rendered by the Public Safety Committee. The grieving party or representative may file a written grievance with the Office of the Borough Clerk directed to the Mayor and Council. The Mayor and

Council shall render a decision or hear the grieving party within seven (7) days after notice to the Borough Clerk's office. If the grievance is heard, the grieving party may be accompanied by an Association representative(s) or an attorney of the party's choice or both. The Mayor and Council may render a written decision of the grievance within five (5) working days after the date of the hearing.

- e) The written decision of the Mayor and Council shall be final and binding, except that within fifteen (15) days after receipt of the decision, the Association may request arbitration of the grievance. The Arbitrators shall be selected mutually by the Association and the Borough from a panel of proposed arbitrators pursuant to the normal procedures adopted by the Public Employment Relations Commission. The arbitrator shall interpret the provisions of this Agreement and shall have no power to enlarge upon or reduce the obligation of the parties under this Agreement. Arbitration shall be binding upon the parties. Parties shall each pay their own expenses for representation; however, the cost of the Arbitrator's services shall be borne equally between the parties.

XVII - MANAGEMENT RIGHTS

1. Subject to the terms of the agreement, 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) The executive management and administration control of the Borough's government and its property and facilities for the activities of its employee's.

b) The authority to hire all employees and, subject to the provisions of the law, to determine the qualifications and

c) The authority to promote, assign and transfer employees and to determine personnel staffing requirements.

d) The authority to take disciplinary action as needed.

e) the determination of the functions, missions, actions, policy and standards of service of the government.

f) The authority to determine the technology and techniques of providing services.

2. Nothing contained herein shall be construed to deny or restrict the Borough of its powers, rights, authority, duties and responsibilities under any other national, state, county or local laws or ordinances.

XVIII - SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee, member or group of employees or members is held to be invalid by operation of law, by any Court, administrative body or other tribunal of competent jurisdiction, then the parties agree to reopen negotiations with respect to the impact of such invalid provision consistent with the law relating to negotiations and interest arbitration as set forth in NJSA 34:13A-3 et seq.; however, all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby.

XIX - NO WAIVER

Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof.

XX - RETENTION OF BENEFITS

Except as otherwise provided herein, all rights, privileges and benefits which the officers have heretofore enjoyed and are presently enjoying, shall be maintained and continued by the Borough during the term of this Agreement at not less than the highest standards in effect at the commencement of these negotiations resulting in this Agreement.

XXI - EMPLOYEE RIGHTS DURING INVESTIGATIONS

When an officer is called to an "investigatory meeting" from which he can reasonably expect to receive discipline, the officer has a right to have union representation present if he so desires. In addition, the officer has a right to be notified in advance of the subject matter of an investigatory interview and be afforded the opportunity to confer with a union representative before the interview. This provision shall not apply to a criminal investigation.

XXII - JUST CAUSE PROVISION

No officer shall be reprimanded or deprived of any occupational advantage without just cause. All other disciplinary actions shall be as provided in Title 40A and shall not be grievable.

XXIII - PERSONNEL RECORDS

A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Chief of Police, and may be used for evaluation purposes.

Upon advance notice and at reasonable times, any member of the Department may at any time review his personnel file. However, this appointment for review must be made through the Chief of Police or his designated representative.

Whenever a written complaint concerning an officer of his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file. When the employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the Employee shall be furnished with all details of the complaint, including the identity of the complainant.

All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom. Removal of any material from a personnel file by any member of the force shall subject that member to appropriate disciplinary action.

XXIV - ASSOCIATION BUSINESS

1. Whenever any representative(s) of the Association is mutually scheduled by the parties to participate in negotiations (not grievance matters) during the employee's scheduled working hours, he shall suffer no loss of pay or other fringe benefits. Such representative(s) shall remain on emergency call and, if required by the commanding officer, shall respond to said emergency. Should more than two (2) men from any shift be required to attend negotiating sessions during their scheduled working hours, then, and in that event, the Association shall supply substitutes man-for-man so as to insure adequate manpower requirements, at no cost to the Borough.

XXV - OUTSIDE EMPLOYMENT

1. Members of the Bloomingdale Police Department shall be permitted to have outside employment as long as it does not interfere with the performance of their duties as members of the Police Department.

2. Uniformed outside employment, where allocated by the Chief of Police, shall be allocated equitably by him among the members who indicate they wish such assignment.

XXVI - OTHER MATTERS

1. The parties agree that as to all other working conditions and benefits, the provisions of NJSA 34:13A-5.3 shall govern.

2. This Agreement shall have a term from January 1, 2002 through December 31, 2005. If the parties have not executed a successor agreement by December 31, 2005, then this Agreement shall continue in full force and effect until a successor agreement is executed.

Negotiations for a successor agreement shall be in accordance with the rules of the Public Employment Relations Commission.

In witness whereof, the parties hereto have subscribed their hands and seals at the Borough of Bloomingdale, New Jersey, this 11th day of March, 2003.

BLOOMINGDALE PBA LOCAL 354

Robert D. [Signature]

MAYOR AND COUNCIL OF
THE BOROUGH OF BLOOMINGDALE

Craig A. Ollenschlager

ATTEST:

James Mc Carthy

SCHEDULE A
BASE SALARY

	<u>EFF.</u> <u>1/1/02</u>	<u>EFF.</u> <u>7/1/02</u>	<u>EFF.</u> <u>1/1/03</u>	<u>EFF.</u> <u>7/1/03</u>	<u>EFF.</u> <u>1/1/04</u>	<u>EFF.</u> <u>1/1/05</u>
ACADEMY	\$31,159	\$31,763	\$32,716	\$33,351	\$34,752	\$36,212
<u>PATROLMAN:</u>						
Starting	33,755	34,410	35,442	36,130	37,647	39,228
First Year	40,052	40,830	42,055	42,872	44,673	46,549
Second Year	46,349	47,249	48,666	49,611	51,695	53,866
Third Year	52,646	53,668	55,278	56,351	58,718	61,184
Fourth Year	58,943	60,088	61,891	63,093	65,743	68,504
Fifth Year	65,239	66,506	68,501	69,831	72,764	75,820
Sergeant	68,267	69,593	72,659	74,112	77,225	80,468
Lieutenant			77,019	78,559	81,858	85,296
Captain		80,336	81,640	83,273	86,770	90,414

The salary guide for Captain shall not apply to any employee in said position prior to January 1, 2003. Said individuals shall maintain the current rate of pay for the year 2001, and shall be entitled to subsequent increases for each year of the contract beginning in 2002, at the percentage rate of increase as awarded by the Arbitrator for the duration of the contract.

For the year beginning January 1, 2003 all employees with a rank above the rank of Patrolman shall receive an increase equal to the contractual increase for 2003 or the rank differential for the position, whichever is greater.

For employees above the rank of patrolman, the salary guide is constructed by providing a yearly increase equal to the percentage increase awarded by the Arbitrator or the rank differential, whichever is greater.

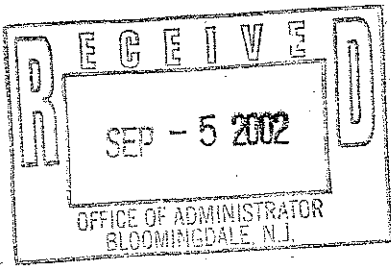
SCHEDULE B
BASE SALARY
Employees hired after 8/30/02

	<u>EFF.</u> <u>1/1/02</u>	<u>EFF.</u> <u>1/1/03</u>	<u>EFF.</u> <u>7/1/03</u>	<u>EFF.</u> <u>1/1/04</u>	<u>EFF.</u> <u>1/1/05</u>
ACADEMY	\$31,763	\$32,716	\$33,351	\$34,752	\$36,212
<u>PATROLMAN:</u>					
Starting	34,411	35,443	36,131	37,649	39,230
First Year	37,806	38,940	39,696	41,363	43,100
Second Year	41,537	42,783	43,614	45,446	47,355
Third Year	45,636	47,005	47,918	49,931	52,028
Fourth Year	50,141	51,645	52,648	54,859	57,163
Fifth Year	55,090	56,743	57,845	60,274	62,806
Sixth Year	60,529	62,345	63,556	66,225	69,006
Seventh Year	66,506	68,501	69,831	72,764	75,820
Sergeant	69,593	72,659	74,112	77,225	80,468
Lieutenant		77,019	78,559	81,858	85,296
Captain	80,336	81,640	83,273	86,770	90,414

The salary guide for Captain shall not apply to any employee in said position prior to January 1, 2003. Said individuals shall maintain the current rate of pay for the year 2001, and shall be entitled to subsequent increases for each year of the contract beginning in 2002, at the percentage rate of increase as awarded by the Arbitrator for the duration of the contract.

For the year beginning January 1, 2003 all employees with a rank above the rank of Patrolman shall receive an increase equal to the contractual increase for 2003 or the rank differential for the position, whichever is greater.

For employees above the rank of patrolman, the salary guide is constructed by providing a yearly increase equal to the percentage increase awarded by the Arbitrator or the rank differential, whichever is greater.



FRANK A. MASON
ARBITRATOR

1 (609) 737-3386

95 West Shore Drive
Pennington, New Jersey 08534

August 30, 2002

Perennial Municipal Clerk's Office

Date: 9-6-02

Mason

Council:

Exec./Pres: (3)

Bor. / Mayor: _____

Bor. / Rep. _____

Other Depts: Finance / Payroll

Other Boards: _____

Enclosures: _____

Joseph J. Ragno, Jr., Esq.
Struble Ragno Petrie et al
Riverdale One, P. O. Box 230
Riverdale, New Jersey 07457-230

Richard D. Loccke, Esq.
Loccke & Correia
24 Salem Street
Hackensack, New Jersey 07601

Gentlemen:

Enclosed please find a copy of my opinion and award in the matter of PERC Docket IA-2002-037 which involved the Borough of Bloomingdale and Bloomingdale PBA Local 354.

STATEMENT

The charges for my services include three days of hearings and 7.5 days for study and analysis of the record and preparation of my award at the per diem rate of \$900 or \$9450 plus incidental travel expenses of \$150. The total of \$9600 is payable in equal parts by each party or \$4800.

Please advise your client of this obligation.

Thank you for the opportunity to have been of service in this matter. Should there be a future need for arbitration/mediation assistance your consideration will be most welcome.

- Very truly yours,

Frank A. Mason
Fed. Tax Ref. 118-24-3318

The current longevity plan shall be continued in all respects except that the requirement for adjustment to 7% of salary shall be reduced to 24 years of service.

3. HEALTH BENEFITS

The Borough shall be entitled to enroll all employees in the State Health Benefits Plan, which shall include a prescription drug benefit, at a time when this change can be implemented. Co-payments, deductibles and office visit charges to be paid by the insured shall be as provided in the plan selected by the individual employee. The Agreement shall include the provision that should the Borough wish to make a further change of insurance carriers for health benefits it is restricted by the following; "...can be changed only to an equivalent or better coverage plan and at no additional costs to the employee". This is not intended to limit the parties from jointly agreeing to make changes.

It is further noted that the eligibility of employees or retirees to health or dental benefits as provided in the Agreement is not intended to be modified by this award.

The Borough offered, as a share of savings, \$600 in year one, \$400 in year two and \$200 in year three as a maximum reimbursement to any individual who experienced excess costs as the result of the change to the State Plan. My award is that these monies be available on a total pool basis. This means that the \$600 be multiplied by the number of officers in the unit and the cost experiences of all members in the first year be paid out of that pool at the end of the year. Should there be an oversubscription to the pool limit the pay to each employee shall be on a pro-rata basis. The same formula would be in effect for the second year at the rate of contribution to the pool of \$400 per officer and for the third year at the rate of \$200. It appears this will include all or most of 2003, 2004 and 2005. Monies not subscribed to in either the first or second year shall be carried over to the following year's pool but will expire if not used at the end of the third year.

4. All other elements of agreement of the parties which were part of this process are to be construed as incorporated in this award. All other issues presented including the non-economic issues are denied.


Frank A. Mason

Pennington, Mercer County, New Jersey

On this 30th day of August, 2002 before me personally came and appeared Frank A. Mason, to me known and known to be the individual described in and who executed the foregoing opinion and award and he acknowledged to me that he executed the same.

