

Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning _____ thru _____.

Employer: _____

County: _____

Date: _____

Name: _____

Print Name

Title: _____


Signature

New Jersey Public Employment Relations Commission
POLICE AND FIRE
COLLECTIVE NEGOTIATIONS AGREEMENT SUMMARY FORM

Line #

SECTION I: Parties and Term of Contracts

1 Public Employer: County:
2 Employee Organization: Number of Employees in Unit:
3 Base Year Contract Term:
4 New Contract Term:

SECTION II: Type of Contract Settlement (please check only one)

5 Contract settled without neutral assistance
6 Contract settled with assistance of mediator
7 Contract settled with assistance of fact-finder
8 Contract settled in Interest Arbitration
9 If contract was settled in Interest Arbitration, did the Arbitrator issue an Award? Yes No

SECTION III: Base Salary Calculation

The "base year" refers to the final year of the expiring or expired agreement.

N.J.S.A. 34:13A-16.7(a) defines base salary as follows: "Base salary' means the salary provided pursuant to a salary guide or table and any amount provided pursuant to a salary increment, including any amount for longevity or length of service. It shall also include any other item agreed to by the parties, or any other item that was included in the base salary as understood by the parties in the prior contract. Base salary shall not include non-salary economic issues, pension and health and medical insurance costs."

10 Salary Costs in base year
11 Longevity Costs in base year
12 Other base year salary costs

Sum of "Other" Costs Listed in Line 12.
13 Total Base Salary Cost: (sum of lines 10, 11, 12):

SECTION IV: Increase in Base Salary Cost (for each year of New CNA)

14 Total Base Salary Cost from Line 13: \$ 1,733,004

Increases	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
15 Effective Date (month/day/year)	<u>01/01/2024</u>	<u>01/01/2025</u>	<u>01/01/2026</u>	<u>01/01/2027</u>	<u>01/01/2028</u>	<u></u>
16 Cost of Salary Increments (\$)	<u>-586</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u></u>
17 Salary Increase Above Increments (\$)	<u>122,243</u>	<u>198,107</u>	<u>137,818</u>	<u>157,758</u>	<u>165,871</u>	<u></u>
18 Longevity Increase (\$)	<u>2,442</u>	<u>10,068</u>	<u>8,389</u>	<u>3,422</u>	<u>4,595</u>	<u></u>
19 Total Increased Cost for "Other" Items (\$)	<u>6,800</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u></u>
20 Total Increase (\$) (sum of lines 16-19)	<u>130,899</u>	<u>208,175</u>	<u>146,207</u>	<u>161,180</u>	<u>170,466</u>	<u></u>

SECTION V: Average Increase Over Term of New CNA

21 Dollar Increase Over Life of Contract \$ 816,927 [Take sum of all amounts listed on Line 20 above]

22 Percentage Increase Over Life of Contract 47 % [Divide amount on Line 21 by amount on Line 14]

23 Average Percentage Increase Per Year 9.4 % [Divide percentage on Line 22 by number of years of the contract]

SECTION VI: Other Economic Items Outside Base Salary and Increases

←Increases→

24	Item Description	Base Year Cost (\$)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
	Tuition Reimb	300	200	200	200	200	200	
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
25	Totals (\$):	300	200	200	200	200	200	

SECTION VII: Medical Costs

Insurance Costs		Base Year	Year 1
26	Health Plan Cost	\$ 244,200	\$ 264,948
27	Prescription Plan Cost	\$ 0	\$
28	Dental Plan Cost	\$ 14,517	\$ 13,944
29	Vision Plan Cost	\$ 0	\$
30	Total Cost of Insurance	\$ 258,717	\$ 278,892

Employer:

Employee Organization:

SECTION VII: Medical Costs (continued)

31	Employee Insurance Contributions	\$ <input type="text" value="43,335"/>	\$ <input type="text" value="76,504"/>
32	Contributions as % of Total Insurance Cost	<input type="text" value="16.7"/> %	<input type="text" value="27.4"/> %

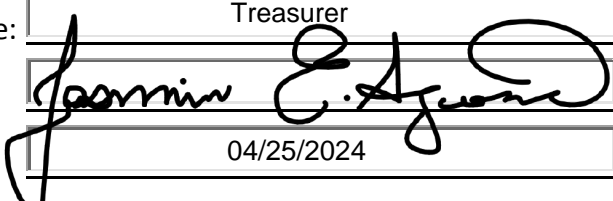
33 Identify any insurance changes that were included in this CNA.
 Employee contribution tier changed from Tier 2 to Tier 3.

SECTION VIII: Certification and Signature

34 The undersigned certifies that the foregoing figures are true:

Print Name:

Position/Title:

Signature: 

Date:

Send this completed and signed form along with an electronic copy of the contract and the signed certification form to: contracts@perc.state.nj.us

NJ Public Employment Relations Commission
 Conciliation and Arbitration
 PO Box 429
 Trenton, NJ 08625
 Phone: 609-292-9898

Revised 8/2016

**RESOLUTION NO. 2024-4.7
OF THE GOVERNING BODY OF
THE BOROUGH OF BLOOMINGDALE**

RESOLUTION OF THE BOROUGH OF BLOOMINGDALE, COUNTY OF PASSAIC AND STATE OF NEW JERSEY AUTHORIZING EXECUTING THE AGREEMENT BY AND BETWEEN THE BOROUGH OF BLOOMINGDALE AND BLOOMINGDALE PBA LOCAL 354, JANUARY 1, 2024 THROUGH DECEMBER 31, 2028

WHEREAS, the Borough of Bloomingdale Police Officers, excluding the Chief of Police and Special Police, are represented by Bloomingdale Policemen’s Benevolent Association, Inc. Local No. 354 (herein referred to as ‘PBA’); and

WHEREAS, the Borough and the PBA had in place a Collective Bargaining Agreement for the period, January 1, 2019 through December 31, 2023; and

WHEREAS, the Borough Administration and the PBA entered into negotiations for a new Collective Bargaining Agreement; and

WHEREAS, due to the efforts by the representatives of the Borough and the PBA, the parties were able to come to an agreement for a new contract with terms agreeable to both parties; and

WHEREAS, the new Collective Bargaining Agreement is for the period, January 1, 2024 through December 31, 2028; and

WHEREAS, the Agreement has been presented to, reviewed, and was ratified by the members of the PBA; and

WHEREAS, the Borough desires to execute the Agreement with the PBA.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Borough Council of the Borough of Bloomingdale, in the County of Passaic and State of New Jersey, that the Mayor and Borough Clerk are hereby authorized and directed to execute the Agreement by and between the Borough of Bloomingdale and Bloomingdale PBA Local 354, January 1, 2024 through December 31, 2028.


BE IT FURTHER RESOLVED that a copy of this Resolution shall be posted at the Borough of Bloomingdale Municipal Building and a copy thereof delivered to each Borough employee that is a member of the PBA within five (5) days of this Resolution.

This Resolution shall take effect immediately.

Record of Council Vote on Passage

COUNCIL PERSON	AYE	NAY	Abstain	Absent	COUNCIL PERSON	AYE	NAY	Abstain	Absent
Catalano	X				Dellaripa	X			
Graziano				X	Schubert	X			
Hudson	X				Yazdi	X			

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Governing Body of the Borough of Bloomingdale at an Official Meeting held on April 2, 2024.



Breeanna Smith, RMC
Municipal Clerk, Borough of Bloomingdale

INDEX

ARTICLE		PAGE NO.
	PREAMBLE	1
I	TERM OF AGREEMENT	2
II	RECOGNITION CLAUSE	3
III	AGENCY SHOP	4
IV	HOURS OF WORK AND OVERTIME	5
V	COMPENSATION	6
VI	VACATIONS	8
VII	HOLIDAYS	9
VIII	CLOTHING ALLOWANCE	10
IX	HEALTH BENEFITS	11
X	SICK LEAVE	13
XI	DISABILITY PAY/DEATH BENEFITS	15
XII	BEREAVEMENT LEAVE	16
XIII	PERSONAL DAYS	17
XIV	LEGAL DEFENSE	18
XV	GRIEVANCES	19
XVI	MANAGEMENT RIGHTS	21
XVII	SEPARABILITY AND SAVINGS	22
XVIII	NO WAIVER	23
XIX	RETENTION OF BENEFITS	24
XX	EMPLOYEE RIGHTS DURING INVESTIGATION	25
XXI	JUST CAUSE PROVISION	26
XXII	PERSONNEL RECORDS	27
XXIII	ASSOCIATION BUSINESS	28
XXIV	OUTSIDE EMPLOYMENT	29
XXV	OTHER MATTERS	30
	SCHEDULE A – BASE SALARY	31
	SCHEDULE B-1 – HEALTH CONTRIBUTIONS	32
	SCHEDULE B-2 – HEALTH CONTRIBUTIONS	33
	SCHEDULE B-3 – HEALTH CONTRIBUTIONS	34

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, 2024 through and including December 31, 2028 (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 consistent with the New Jersey Employer-Employee Relations Act and the rules of the Public Employment Relations Commission. 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 Class III Officer.

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

III – AGENCY SHOP

Membership in the bargaining unit, PBA Local 354, is voluntary. All eligible members are encouraged to join and participate. Eligible Employees who are not full members may apply for and maintain "Agency" status. The employer agrees to deduct such agency fees on a regular basis and transfer them to the PBA bargaining unit where an Officer has elected Agency Status.

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/her designee from electing 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/her designee shall be considered overtime. The rate of compensation for said overtime shall be at one and one-half (1½) 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 three (3) hours for any call-out or court time.

4. 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 on **Schedule A** 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 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 starting base salary as defined hereunder by this Agreement.

3. Detectives shall receive Four Thousand Dollars (\$4,000) 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 for Detective work or payments for court appearances. If called in for work other than Detectives responsibilities, they will be paid their respective overtime rate. 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/her base pay longevity increment, as of the anniversary date of his/her employment in his/her 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)

Employees hired after January 1, 2015 shall receive the following longevity benefits:

5 years – 1.5% (One and one-half percent)

10 years – 4% (Four percent)

15 years – 5% (Five percent)

20 years – 6% (Six percent)

Employees hired after January 1, 2017 shall receive the following longevity benefits:

10 years – 3% (Three percent)

15 years – 4% (Four percent)

20 years – 5% (Five percent)

24 years – 6% (Six percent)

Employees hired after February 1st, 2024 are no longer eligible to receive longevity.

5. Extra duty rates outside of Police Department work shall be set as follows:

1. Borough non-Police work - \$75.00 per hour

2. Non-Municipal/Private Contractors - \$100.00 per hour

3. The Borough of Bloomingdale shall be entitled to add Twenty five percent (25%) Administration rate to said rates above.

6. All employees shall be permitted to apply five-hundred (\$500) dollars towards commercially available training geared towards police service. This training shall include but is not limited "Street Survival", Traffic School, Firearms, Defensive Driving, etc, Health Club or Gym Membership 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.

7. The Borough shall pay the cost of each employee's renewal of their police licensing.

8. Step raises and longevity increases as outlined in "Schedule A" are to occur on January 1 of each year, beginning on January 1, 2025.

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:

Length of Employment

in Service Years

Vacation Days

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 vacation 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/her 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 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/she shall be paid at one and one-half (1½) times his/her 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/she shall have an additional compensatory day off with regular pay scheduled by the Chief of Police.

VIII – 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/her designee. Initial issue of clothing and gear shall be provided by the Borough.

2. Bulletproof 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 identified as Threat Level 3 Body Armor.

3. Effective January 1, 2024, there shall be an annual clothing maintenance allowance of Nine Hundred Dollars (\$900.00) paid to each member for the purpose of cleaning/maintaining uniforms and equipment required for duty. No vouchers shall be required for said payments to be made annually. Each member shall certify in writing, in the form as stipulated by the Employer, that the funds received in this paragraph are utilized for cleaning/maintenance of uniforms and equipment required for duty. Said written certification shall be provided to the Employer.

IX – HEALTH BENEFITS

1.A. **Medical Coverage** – All members shall be provided health care coverage under the New Jersey State Health Benefits Plan (NJSHBP/Direct 15) or a plan at the Borough’s choosing equivalent to 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 who elect Employer provided coverage shall contribute towards medical premium consistent with **Appendix B-1 through B-3** annexed (Tier 3). If an employee elects to withdraw or select a lower cost plan than the Direct 15, said employee shall be permitted to re-enter previous coverage on a prospective basis.

B. All police officers employed by the Borough shall be permitted to retire after 25 years of service in the Police & Fire Pension System, provided that at least 15 years of continuous service shall have been performed while employed as a police officer by the Borough of Bloomingdale or any disability retirement as references by N.J.S.A. 40A:10-23.

- i) Any employee hired before May 21, 2010, shall receive fully paid health benefits on retirement.
- ii) Any employee hired after May 21, 2010, 1.5% of the retiree's monthly retirement allowance, including any future cost-of-living adjustments, through the withholding of the contribution from the monthly retirement allowance, for health care benefits coverage provided under N.J.S.40A:10-22.
- iii) Retirees shall integrate medical coverage with Federal Medicare coverage at age 65.

C. As of the ratification date of this agreement, any employee covered by a health insurance policy other than the coverage afforded the employee by the Borough, upon presenting adequate proof of said coverage may elect to waive health benefits as per State Statute 40A:10-17.1 and shall be entitled to receive 25% of the premium or \$5000, whichever is less, paid quarterly by the Borough.

2. **Dental Coverage** – The Borough shall continue to provide each employee with current dental insurance coverage as set forth in the Delta Dental Insurance Plan or similar coverage. Coverage can be changed only to an equivalent or better coverage, provided there is

no additional cost impact to the employees. Effective January 1, 2019 the annual dental coverage shall be One Thousand Five Hundred Dollars (\$1,500.00) per year for each covered member and dependent(s).

X – SICK LEAVE

1. Sick leave shall be granted to an eligible employee who through sickness or injury is physically or mentally unable to perform the duties of the position or in cases of serious illness of a family member. Sick leave shall also be extended to an employee who is quarantined by a physician due to exposure to a contagious disease. Paid sick leave is based on available sick bank days, in addition to year-to-date sick bank.

2. Full-time permanent employees are entitled to fifteen (15) sick days per year or a monthly prorated portion of same for partial years of employment. Sick days may be accumulated without limit.

3. Part-time and temporary employees are entitled to any sick leave per the Borough Personnel Manual.

4. Upon retirement an employee hired on or before May 21, 2010 shall receive compensation for a maximum of one hundred eighty (180) unused sick days as follows:

a. One-half (%) the daily rate of pay for each accumulated sick day up to and including the ninety (90) sick days at the rate of pay on the date of retirement

OR

b. Sick/Terminal leave equal to no more than ninety (90) additional days.

5. New employees hired after May 21, 2010 will follow statute N.J.S.A. 40A:9-10:2 and will be eligible to receive compensation for any unused banked sick time, not more than the amount accumulated at one-half (%) pay or Fifteen Thousand Dollars (\$15,000.00) whichever is less.

6. Sick Time Incentive

a. Employees hired before May 21, 2010, on or before February 1 of each year, may request to receive payment for no more than six (6) unused and accumulated sick days which accrued in the prior year, to be compensated at the current daily rate of pay for each day compensated. Days for which the employee elects' compensation on a yearly basis shall not accumulate for retirement compensation or future sick time use. Employees may elect not to receive

compensation for unused sick time and allow the days to accumulate in a sick retirement bank. Employees may elect to receive compensation for some unused sick days and bank the balance of unused sick days as well.

i. Employee's in this subsection may opt to forego daily rate of pay compensation and opt to receive 2 for 1 compensation in the form of holiday time off as listed below in subsection B.

b. Employees hired after May 21, 2010, on or before February 1 of each year, may request to receive payment for no more than six (6) unused and accumulated sick days which accrued in the prior year, to be compensated at a 2 to 1 ratio into holiday time off (up to 3 total, must be used in said year). Days for which the employee elect's compensation on a yearly basis shall not accumulate for retirement compensation or future sick time use. Employees may elect not to receive compensation for unused sick time and allow the days to accumulate in a sick retirement bank. Employees may elect to receive compensation for some unused sick days and bank the balance of unused sick days as well.

7. 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 ten (10) 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. 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 Chiefs discretion.

XI – DISABILITY PAY/DEATH BENEFITS

1. 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.

2. All unused vacation time, unused holiday time and unused compensatory time shall be paid to the beneficiary of an Officer's estate in the event of a duty attributed death of the Officer while the Officer is still in employee status with the Borough of Bloomingdale. Unused sick time will be paid in the same manner as if the Officer retired from active duty. (See Section X subsection 4 and 5 above).

XII – BEREAVEMENT LEAVE

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

XIII – PERSONAL DAYS

1. Each employee shall be entitled to use two (2) personal 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.

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

XIV – 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/her 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/her 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.

XV – 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 decision affecting any employee(s) covered by this Agreement.

A. 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 grievances with the grieving party or representative within five (5) working days after his/her 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 of 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 their 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.

XVI – 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.

3. Only a sworn Police Officer in the rank of Sergeant or higher shall be designated to run the Police Department in the event of the absence of the Chief of Police.

XVII – SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee, member or group of employees or member 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 N.J.S.A. 34:13A-3et seq.; however, all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby.

XVIII – 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.

XIX – 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.

XX – EMPLOYEE RIGHTS DURING INVESTIGATIONS

When an officer is called to an “investigatory meeting” from which he/she can reasonably expect to receive discipline, the officer has a right to have union representation present if he/she so desires. In addition, the officer has a right to be notified in advance of the subject matter of the 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.

XXI – 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 be grievable.

XXII – 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/her personnel file. However, this appointment for review must be made through the Chief of Police or his/her designated representative.

Whenever a written complaint concerning an officer of his/her actions is to be placed in his/her personnel file, a copy shall be made available to him/her and he/she shall be given the opportunity to rebut it if he/she so desires, and he/she shall be permitted to place said rebuttal in his/her 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.

XXIII – ASSOCIATED 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/she 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) officers from any shift be required to attend negotiating sessions during their scheduled working hours, then, and in that event, the Association shall supply substitutes officer-for-officer so as to insure adequate manpower requirements, at no cost to the Borough.

2. The PBA Delegate shall be allowed to attend any PBA meeting without loss of compensation as long as it does not create a scheduling conflict or overtime.

XXIV – 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/her among the members who indicate they wish such assignment.

XXV – OTHER MATTERS


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

2. This Agreement shall have a term from January 1, 2024 through December 31, 2028. If the parties have not executed a successor agreement by December 31, 2028, 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 Employee Relations Commission.

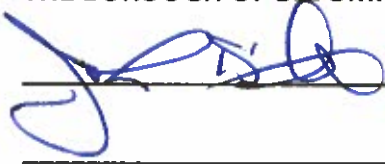
In witness whereof, the parties hereto have subscribed their hands and seals at the Borough of Bloomingdale, New Jersey, this 3rd day of APRIL, 2024.

BLOOMINGDALE PBA LOCAL 354




Vincent Dreyer

**MAYOR AND COUNCIL OF
THE BOROUGH OF BLOOMINGDALE**



ATTEST:



Date: 4/3/2024

Date: 4/3/2024



SCHEDULE A

BASE SALARY

	3.50%	3.25%	3.00%	3.00%	2.00%
	Effective	Effective	Effective	Effective	Effective
	1/1/24	1/1/25	1/1/26	1/1/27	1/1/28
Academy	\$45,046.31	\$46,510.31	\$47,905.62	\$49,342.79	\$50,329.64
Post Academy	\$51,480.90	\$53,154.03	\$54,748.65	\$56,391.11	\$57,518.93
1st Year	\$57,915.50	\$59,797.75	\$61,591.68	\$63,439.43	\$64,708.22
2nd Year	\$64,352.16	\$66,443.61	\$68,436.91	\$70,490.02	\$71,899.82
3rd Year	\$71,431.56	\$73,753.09	\$75,965.68	\$78,244.65	\$79,809.54
4th Year	\$79,287.21	\$81,864.04	\$84,319.97	\$86,849.56	\$88,586.56
5th Year	\$88,010.19	\$90,870.52	\$93,596.64	\$96,404.54	\$98,332.63
6th Year	\$99,450.05	\$102,682.17	\$105,762.64	\$108,935.52	\$111,114.23
7th Year	\$112,378.23	\$116,030.52	\$119,511.44	\$123,096.78	\$125,558.72
8th Year	\$129,459.87	\$133,667.32	\$137,677.34	\$141,807.66	\$144,643.81
After 8th Year (Max)	\$136,704.87	\$141,147.78	\$145,382.21	\$149,743.68	\$152,738.55
Sergeant	\$144,907.16	\$149,616.64	\$154,105.14	\$158,728.30	\$161,902.86
Lieutenant	\$153,601.59	\$158,593.64	\$163,351.45	\$168,252.00	\$171,617.04
Captain	\$162,817.69	\$168,109.26	\$173,152.54	\$178,347.12	\$181,914.06

SCHEDULE B-1

**HEALTH BENEFITS CONTRIBUTION RATES FOR SINGLE COVERAGE
(Percentage of Premium*)**

Salary Range	
Less than \$20,000	3.38%
\$20,000 - \$24,999.99	4.13%
\$25,000 - \$29,999.99	5.63%
\$30,000 - \$34,999.99	7.50%
\$35,000 - \$39,999.99	8.25%
\$40,000 - \$44,999.99	9.00%
\$45,000 - \$49,999.99	10.50%
\$50,000 - \$54,999.99	15.00%
\$55,000 - \$59,999.99	17.25%
\$60,000 - \$64,999.99	20.25%
\$65,000 - \$69,999.99	21.75%
\$70,000 - \$74,999.99	24.00%
\$75,000 - \$79,999.99	24.75%
\$80,000 - \$94,999.99	25.50%
\$95,000 and Over	26.25%

SCHEDULE B-2

**HEALTH BENEFITS CONTRIBUTION RATES FOR FAMILY COVERAGE
(Percentage of Premium*)**

Salary Range	
Less than \$25,000	2.25%
\$25,000 - \$29,999.99	3.00%
\$30,000 - \$34,999.99	3.75%
\$35,000 - \$39,999.99	4.50%
\$40,000 - \$44,999.99	5.25%
\$45,000 - \$49,999.99	6.75%
\$50,000 - \$54,999.99	9.00%
\$55,000 - \$59,999.99	10.50%
\$60,000 - \$64,999.99	12.75%
\$65,000 - \$69,999.99	14.25%
\$70,000 - \$74,999.99	16.50%
\$75,000 - \$79,999.99	17.25%
\$80,000 - \$84,999.99	18.00%
\$85,000 - \$89,999.99	19.50%
\$90,000 - \$94,999.99	21.00%
\$95,000 - \$99,999.99	21.75%
\$100,000 - \$109,999.99	24.00%
\$110,000 and Over	26.25%

SCHEDULE B-3

**HEALTH BENEFITS CONTRIBUTION RATES
FOR MEMBER/SPOUSE OR PARENT/CHILD COVERAGE
(Percentage of Premium*)**

Salary Range	
Less than \$25,000	2.63%
\$25,000 - \$29,999.99	3.38%
\$30,000 - \$34,999.99	4.50%
\$35,000 - \$39,999.99	5.25%
\$40,000 - \$44,999.99	6.00%
\$45,000 - \$49,999.99	7.50%
\$50,000 - \$54,999.99	11.25%
\$55,000 - \$59,999.99	12.75%
\$60,000 - \$64,999.99	15.75%
\$65,000 - \$69,999.99	17.25%
\$70,000 - \$74,999.99	19.50%
\$75,000 - \$79,999.99	20.25%
\$80,000 - \$84,999.99	21.00%
\$85,000 - \$99,999.99	22.50%
\$100,000 and Over	26.25%