AGREEMENT

BETWEEN

THE BOROUGH OF NORTHVALE

AND

NORTHVALE PBA LOCAL NO. 233

EFFECTIVE JANUARY 1, 2023 THROUGH DECEMBER 31, 2027

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PREAMBLE

THIS AGREEMENT, made this 15 day of March, 2023, by and between the **BOROUGH OF NORTHVALE,** a body politic and corporate of the State of New Jersey, hereinafter referred to as "The Employer", and the **POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 233 (Northvale Unit),** hereinafter referred to as the "PBA":

WHEREAS, the Employer and the PBA recognize that it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to the end that continuous and efficient service will be rendered to and by both parties,

NOW, THEREFORE, it is agreed as follows:

ARTICLE I

EMPLOYEES' BASIC RIGHTS

1.01 Pursuant to Chapter 303, Public Laws, 1968, the Employer hereby agrees that every Employee shall have the right freely to organize, join and support the PBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection.

1.02 The Employer further agrees that it shall not discriminate against any Employee with respect to hours, wages, or any terms or conditions of employment by reason of its membership in the PBA or his participation in any activities of the PBA.

ARTICLE II

EXISTING LAW

2.01 The provisions of this Agreement shall be subject to and subordinate to, and shall not annul or modify existing applicable provisions of State or Federal Laws.

ARTICLE III

ASSOCIATION RECOGNITION

3.01 The Employer recognizes PBA Local 233 (Northvale Unit) as the exclusive bargaining representative for the purpose of collective negotiations with respect to all negotiable items of employment of all regular full time Police Officers employed by the Employer's Police Department except the Chief of Police.

3.02 No Employee shall be compelled to join the Association but shall have the option of voluntarily joining said Association.

3.03 The term "Police Officer" or "Employee" as used herein shall be defined to include the plural as well as the singular, and to include females as well as males.

3.04 The Employer agrees that it will not enter into any contract or memorandum of agreement with any one but the recognized Association PBA Local 233 (Northvale Unit) with regard to the categories of personnel covered by said Memorandum of Agreement during the term of this Agreement.

ARTICLE IV

ASSOCIATION REPRESENTATIVES

4.01 The Employer recognizes the right of the Association to designate representatives and alternates for the enforcement of this Agreement.

4.02 The Association shall furnish the Employer in writing the names of the representatives and the alternates and notify the Employer of any changes.

4.03 The authority of the representatives and alternates so designated by the Association shall be limited to, and shall not exceed, the following duties and activities:

(A) The investigation and presentation of grievances in accordance with the provision of the Collective Bargaining Agreement.

(B) The transmission of such messages and information which shall originate with, and are authorized by the Association or its Officers.

4.04 The designated Association representatives shall be granted time with pay during working hours to investigate and seek to settle grievances when requested by the Chief of Police and to attend all meetings and conferences on collective negotiations with Employer officials when such meetings or conferences are scheduled by the Employer. All other investigation shall be on their own time.

ARTICLEV

MAINTENANCE OF WORK OPERATIONS

5.01 The parties agree that there shall be no lockouts, strikes, work stoppages, job actions, or slowdowns during the life of this Agreement. No Officer or representative of the Association shall authorized, instigate, or condone such activity.

5.02 It is understood that violation of the provisions of this **Article** may subject any Employee participating in or condoning such activity to disciplinary action by the Employer. Such disciplinary action may include termination of employment, or any other appropriate lesser form of discipline, subject to applicable provisions of State statute and other applicable provisions of this Agreement.

ARTICLE VI

PRESERVATION OF RIGHTS

6.01 The Employer hereby retains and reserves unto itself 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 Employer 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 and continued employment or assignment 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.

6.02 Nothing contained herein shall be construed to deny or restrict the Employer of his rights, responsibilities and authority, under **R.S. 11.40** and **40A,** or any other National, State, County or other applicable laws.

6.03 The Employer agrees that all benefits, terms and conditions of employment relating to the status of Employees, which benefits, terms and conditions of employment are not specifically set forth in this Memorandum of Agreement, shall be maintained at not less than the highest standards in effect at the time of the commencement of the collective

bargaining negotiations between the_ parties leading to the execution of this Memorandum of Agreement.

6.04 Unless a contrary intent is expressed in this Memorandum of Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any Employee pursuant to any rules, regulations, instruction, directive, memorandum, practice, statute or otherwise shall not be limited, restricted, impaired, removed or abolished.

ARTICLE VII

RIGHTS OF EMPLOYEES

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

(A) The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise, in which event reassignment of the member of the force should be employed.

(8) The interrogations shall take place at a location designated by the Chief of Police.

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

(D) The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.

(E) The member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

(F) The complete interrogation of a member of the force shall be recorded mechanically or by a Department stenographer. There will be no "off-the-record" questions. All recesses called during the questioning shall be recorded.

(G) If a member of the force is under arrest or is likely to be, that is, if he is suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

(H) In all cases, and at every stage of the proceedings, in the interest of maintaining the usual high morale of the force, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation or the Rules and Regulations during the investigation of a member of the force.

ARTICLE VIII

DATA FOR FUTURE BARGAINING

8.01 The parties agree to make available to each other all relevant data the other may require to bargain collectively. This clause shall not include work product or privileged communication.

8.02 The relevant data noted above shall include but shall not be limited to such items as salaries and benefits enjoyed by other Northvale Employee groups, the cost of various insurance and other programs, information concerning overtime worked by Employees, the total number of sick leave days utilized by Employees, the total number of injuries on duty, the total length of time lost as a result of injuries on duty and other data of a similar nature. Any attorney work product or work prepared specifically for negotiations shall be excluded from this clause. In any event the parties shall not bear any additional expense by virtue of this clause.

ARTICLE 12

SALARIES

9.01 The base annual salary for the period covered by this Agreement shall, along with all other economic terms, be deemed retroactive to January 1, 2023.

9.02 Effective January 1, 2023, the 1.5% shift differential shall be paid to each Employee who is subject to multiple shift assignments and shall be included as part of the contractual base wage, paid in routine paychecks and shall otherwise be rolled into an Officer's base pay for all purposes, including the establishment of a regular hourly rate of pay and the overtime rate of pay for all Officers and shall be used for all computation purposes.

ARTICLE13

WORK DAY, WORK WEEK AND OVERTIME

10.01 The normal work day shall be twelve {12) hours, which shall include within the twelve (12) hour span, thirty (30) minutes of meal time and, in addition thereto appropriate rest periods.

10.02 The normal work day shall be based upon the utilization of a shift system which shall function for twelve (12) hours for each shift during the twenty-four (24) hour day and an Employee shall not be scheduled to work more than one (1) shift per day, this shift is commonly known as the Pitman Schedule. Consistent with other provisions of this Agreement, and only in emergencies and unusual circumstances, the Chief of Police in a fair and equitable manner, shall have the right to order Employees to work a 6 P.M. to 2 AM. shift.

10.03 Work in excess of the Employee's basic work week or tour for a day is overtime. Overtime shall be paid overtime compensation at the rate of time and one-half {1½).

10.04 The work schedule for all Employees covered by this Agreement shall be the following (Pitman Schedule):

2 days on /2 days off
3 days on /2 days off
2 days on /3 days off

The shifts shall advance with the clock on a two (2) week rotation and the shift schedule shall be posted at Headquarters.

10.05 Each officer will be scheduled to work approximately 2,190 hours per year. Each officer covered by this Agreement will receive 10 Kelly Days, that will be assigned by the Chief of Police or his designee during the 7am-7pm shift Monday thru Thursday.

ARTICLE XI

HOURLY RATE

11.01 To compute the base hourly rate of an Employee, the Employee's yearly base salary, and as shown in **Appendix "A",** together with the respective Employee's annual longevity entitlement, educational incentive pay and holiday pay, shall be divided by two thousand eighty (2,080) hours.

ARTICLE XII

COURT TIME

12.01 Court time, as referred to in this **Article,** shall consist of all time, excluding regular tours of duty, during which any Employee covered under this Agreement shall be required to attend a Municipal Court, County Court, Superior Court, Grand Jury proceeding, other Court or Administrative Bodies.

12.02 All Court time shall be paid at the time and one-half (1½) compensation rate.

12.03 When an Employee covered under this Agreement shall be required to travel to and from any of the Courts or Administrative Bodies as noted in this **Article,** such travel time shall be considered and included in the compensation of the amount of overtime to which the Employee is entitled, provided, however, that such travel time shall be computed between the Employer's Police Headquarters and the pertinent Court of Administrative Body.

12.04 The amount of time to which an Employee may be entitled under this **Article** shall be the actual time so engaged together with any applicable travel or compensatory time, as the case may be, but in no event shall this be less than two (2) hours compensation. All such hours shall be paid at the overtime rate (time and one-half (1½)).

ARTICLE XIII

TRAINING PAY

13.01 The Employer agrees to compensate all Employees covered by this Agreement at the straight time rate for attending required training courses on their own time. Compensation shall be in compensatory time.

ARTICLE XIV

RECALL

14.01 Any Employee who is called back to work after having completed his regularly scheduled shift shall be compensated at the overtime (time and one-half (1½)) rate of pay with a minimum guarantee of two (2) hours work or pay in lieu thereof.

ARTICLE XV

PRIORITY FOR OVERTIME

15.01 Overtime for regularly scheduled shifts and patrols will be offered to regular full time Employees of the Department first, in an order of preference based upon a rotating seniority roster.

15.02 There may be certain situations in which the Department, because of special skills or other attributes of a particular Officer, determines that it is in the best interest of the Employer to bypass an Employee or Employees on the seniority list.

15.03 The Chief of Police shall have the discretion to schedule Employees for overtime work in a fair and equitable manner.

15.04 The purpose of this **Section** is to equalize overtime among Employees and same shall not be defeated by the Employer's selection of special persons for special details as set forth herein.

15.05 Such overtime will be offered to persons other than full time Employees only if it has first been refused by each member on the seniority roster aforementioned.

ARTICLE XVI

SHIFT CHANGES

16.01 The Employer agrees that it will not indiscriminately adjust shift so as to avoid overtime payment to Employees covered by this Agreement. A minimum of forty-eight (48) hours notice shall be given on any change of shift. Any change of shift on less than forty-eight (48) hours notice shall entitle the Employee to two (2) additional hours of pay at the straight time rate. This clause shall not be interpreted so as to limit the Employer's duties of manning and staffing.

ARTICLE 21

LONGEVITY

17.01 In addition to all wages and other benefits, each Employee hired prior to January 1, 2017 shall be entitled to a longevity payment as set forth in **Appendix "B".**

17.02 Annual longevity shall be compounded with and considered part of the Employee's regular base salary for payroll purposes. If an Employee reaches a higher plateau of longevity at any time during the calendar year, then said Employee shall be entitled to receive the full value of the higher plateau in the disbursement of the years longevity.

17.03 Employees hired after January 1, 2017 are not entitled to the longevity payment in Appendix "B.

17.04 Employees hired after January 1, 2017 will be provided with a senior officer pay in recognition of their supervisory obligations, training and special skills in the amount of 4% of salary starting in their 14th year of service and increasing to 9% of base salary commencing in their 23rd year of service.

17.05 Employees will not be entitled to senior officer pay following 30 years of service.

ARTICLE 22

UNIFORMS

18.01 Each new Employee shall receive from the Employer free of charge in lieu of clothing allowance a complete uniform. All new Employees shall be supplied with a bulletproof vest.

18.02 If the Employer decides to change the uniform or any part thereof, it shall provide to each Employee, free of charge, any such changed items.

ARTICLE 23

EDUCATION INCENTIVE

19.01 In addition to all other wages and benefits provided in this Agreement, each Employee shall be entitled to an additional payment, if the Employee is qualified for same, pursuant to the qualifications and limitations as set forth in **Appendix "C".**

19.02 Where an employee qualifies for a higher plateau of education incentive during the first half of a calendar year (January 1 through June 30), then said employee shall be entitled to educational incentive payments starting with the first day of July of that same year, and each additional year thereafter. In the event that an employee qualifies for a higher plateau of education incentive in the last half of the calendar year (July 1 through December 31), then the entitlement to educational incentive compensation shall commence with the following January 1, and each year thereafter.

ARTICLE 24

VACATIONS

20.01 The vacation allowance shall be as set forth in this Agreement in **Appendix "D".**

20.02 When in any calendar year, the vacation or any part thereof is not granted by reason of pressure of Police activity, such vacation periods not granted shall be paid at the time and one-half (1½) rate at the Police Officer's option. All vacation time shall be utilized in the year for which it is allowed unless special permission is received from the Chief of Police. Entitlement to vacation shall be on a calendar year basis.

20.03 If an Employee is on vacation and becomes sufficiently ill as to require in-patient hospitalization, he may have such period of illness and post hospital recuperation period charged against sick leave at his option upon proof of hospitalization and a physician's certificate.

20.04 No Employee who is on vacation shall be recalled except in a case of the full mobilization of the Department by the Chief of Police to meet a clear and present danger confronting the Employer.

ARTICLE 25

HOLIDAYS

21.01 All Employees covered by this Agreement shall be entitled to and will receive thirteen (13) paid holidays annually as set forth in **Appendix "E".**

21.02 In addition to the annual salaries and other benefits set forth in this Agreement, each Employee shall be paid an additional day's pay for each holiday enumerated in this Agreement. Said holiday pay shall be paid in a lump sum to the Employees between December 1 and 5 of each year covered by this Agreement.

21.03 In addition to the regular paid holidays heretofore set forth, the Employees covered under this Agreement shall be entitled to such further paid holidays as may be declared from time to time by the Governing Body herein.

ARTICLE 26

SICK LEAVE

22.01 All Employees covered by this Agreement shall be granted sick leave with pay as set forth in **Appendix** "F".

22.02 To qualify for payment while absent on sick leave each Employee who willbe absent from duty on sick leave shall so notify the Chief of Police or the Officer in charge. Notification under this clause shall be given not less than three (3) hours prior to the Employee's scheduled tour of duty where possible. Said notice shall state the nature of the cause of the absence from duty. An Employee who is absent without such notification shall be charged with an unpaid day for each day absent and will be subject to appropriate disciplinary action.

ARTICLE XXIII

WORK INCURRED INJURY

23.01 Where an Employee covered under this Agreement suffers a work connected injury or disability: the Employer shall continue such Employee at full pay, during the continuance of such Employee's inability to work, for a period of up to one (1) year. During this period of time, all temporary disability benefits accruing under the provisions of the Worker's Compensation Act shall be paid over to the Employer.

23.02 The Employee shall be required topresent evidence by a certificate of a responsible physician that he is unable to work and, the Employer, may reasonably require the said Employee to present such certificates from time to time.

23.03 That in the event the Employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Employer or by its insurance carrier, then, and in that event, the burden shall be upon the Employee to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation or, by the final decision of the last reviewing Court shall be binding upon the parties.

23.04 For the purpose of this **Article,** injury or illness incurred while the Employee is acting in any Employer authorized activity, shall be considered in the line of duty.

23.05 In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of an appropriate Workers' Compensation judgment, or, if there is an appeal therefrom, the final decision of the last reviewing Court.

23.06 An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

ARTICLE 29

PERSONAL LEAVE

24.01 Each Employee shall have three (3) personal leave days per year. For the purpose of this clause, an Employee shall not be required to advise his Superior of the reason for the personal leave days.

24.02 Except in emergency situations, Employees must give the Chief of Police forty-eight (48) hours notice of their intention to take a personal day and must receive approval from the Chief to insure that the Employer has adequate personnel on hand to perform all necessary functions.

24.03 A denial of an application for personal time under this **Section** by the Chief shall only be made for sufficient cause and any such denial may become the subject of a Grievance Procedure under this Agreement.

ARTICLE30

BEREAVEMENT LEAVE

25.01 All permanent full time Employees covered by this Agreement shall be entitled to four (4) days leave with pay, for the purpose of attending a funeral upon the death of a member of his immediate family.

25.02 Immediate family shall include spouse, children, parents, brothers, sisters and grandparents of the Employees and their respective spouses.

25.03 Such funeral leave shall not be charged against the Employee's vacation or sick leave.

25.04 Any extension of absence under this **Article,** however, may be at the Employee's option and with the consent of the Chief of Police, be charged against available vacation time or be taken without pay for a reasonable period.

25.05 In the case of unusual circumstances not specifically covered in this **Article,** funeral leave may be granted or extended at the discretion of the Chief of Police.

ARTICLE 31

LEAVE OF ABSENCE

26.01 All permanent full time Employees covered by this Agreement may be granted leave of absence without pay for a period not to exceed six (6) months. Said leave shall be renewable after six (6) months with approval of the Employer.

26.02 The Employee shall submit, in writing, all facts bearing on the request to the Chief of Police or his designated representative who shall append his recommendations and forward the request to the Governing Body.

26.03 This leave is subject to renewal for reasons of personal illness, disability or other reasons deemed proper and approved by the Employer. Normally, it shall be granted only when the Employee has used his accumulated sick and vacation leave in the case of illness or his vacation leave if leave without pay is requested for reasons other than illness.

26.04 At the expiration of such leave, the Employee shall be returned to the position from which he is on leave and will receive as of the date of his return all benefits he should have received had he not taken the leave.

26.05 Seniority shall be retained and shall accumulate during the leaves.

ARTICLE 32

HOSPITALIZATION AND DENTAL PLAN

27.01 The Borough shall provide all Employees and their families covered by this Agreement with hospitalization insurance with the Blue Cross and Blue Shield or with equivalent coverage with another Company. This shall include major medical coverage with Rider "J-365" and P.A.C.E. or equivalent. The Borough shall provide coverage for dependent children to conform with the Affordable Care Act.

27.02 Upon retirement, if a Police Employee is ineligible, due to age, for Medicare, that Employee may, upon written request to the Borough, continue medical coverage, at his own total expense, within the Borough's group plan until age of eligibility for Medicare. The cost of each retiree's medical coverage will be prepaid by the retired Employee six (6) months in advance, January 1 and July 1. If the Employee is more than one (1) month in arrear in his payment, he will be dropped from said coverage. Reminders for payment will be dropped from said coverage. Reminders for payment will not be sent by the Borough.

27.03 The Borough shall provide all Employees and their families covered by this Agreement with dental insurance provided by New Jersey Dental Service Plan, Inc.,

specifically, Delta II B Plan, or equivalent as soon as possible after the signing of this contract. The dental coverage shall be an eighty-five (85%) percent co-payment provision for Employees and their families.

27.04 During the term of this Agreement, Employees shall contribute towards the provision of health benefits provided by the Employer in the amount of 35% of the premium.

ARTICLE XXVIII

INSURANCE

28.01 The Employer will provide insurance coverage to Employees covered under this Agreement, protecting them from civil suits arising out of the performance of their duties including but not limited to the following: False arrest, malicious prosecution, violation of the right of privacy, invasion of the right of privileged occupancy and the invasion of civil rights.

ARTICLE 35

BULLETIN BOARD

29.01 The Employer will supply one (1) bulletin board for the use of the Association to be placed in a conspicuous location.

29.02 The bulletin board shall be for the use of the Association for the posting of notices and bulletins pertaining to Association business and activities or matters dealing with the welfare of Employees.

29.03 No matter may be posted without receiving permission of the officially designated Association representative.

ARTICLE36

LIFE INSURANCE

30.01 The Employer will continue to provide, at its own cost and expense and without cost to the Employee, any life insurance policy or policies that it presently maintains for the benefit of the Employee.

ARTICLE 37

CEREMONIAL ACTIVITIES

31.01 In the event a Police Officer in another Department in the State of New Jersey is killed in the line of duty, the Employer will permit at least two (2) uniformed Police Officers of the Department to participate in funeral services for the said deceased Officer.

31.02 Subject to the availability of same, the Employer will permit the Department Police vehicle to be utilized by the members in the funeral service.

31.03 Police Officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral services unless otherwise agreed to by the Chief of Police.

ARTICLE XXX:11

PERSONNEL FILES

32.01 A separate personnel history file shall be established and maintained for each Employee covered by this Agreement; personnel history files are confidential records and shall be maintained in the office of the Chief of Police.

32.02 Any member of the Police Department may by appointment review his personnel file but this appointment for review must be made through the Chief of Police or his designated representative.

32.03 Whenever a written complaint concerning an Officer or 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.

32.04 All personnel history 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 discipline.

ARTICLE XXXIII

PENSION

33.01 The Employer shall provide pension and retirement benefits to Employees covered by this Agreement pursuant to provisions of the statutes and laws of the State of New Jersey.

33.02 The Employer will pay to the appropriate Police Retirement Fund all amounts which the Fund will accept on account of any payments made to Employees pursuant to this Agreement.

33.03 It is agreed that in the event that the parties have a dispute as to whether a payment should or should not be made to the appropriate Police Retirement Fund, then, and in that event, resolution of the said dispute shall be made by the appropriate fund and the parties to this Agreement agree to be bound thereby.

ARTICLE XX.XIV

GRIEVANCE PROCEDURE

34.01 To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to complaints occurring under this Agreement, the following grievance procedures shall be used:

34.02 For the purpose of this Agreement the terms "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.

34.03 The procedure for settlement of grievances shall be as follows:

(A) **STEP ONE**
In the event that any Employee covered by this Agreement has a grievance, within five (5) calendar days of the occurrence of the event being grieved, the Employee shall discuss it informally with the Chief. The Chief shall decide the grievance within three (3) calendar days after the grievance is first presented to him.

(B) **STEPTWO**
If no satisfactory resolution of the grievance is reached at **STEP ONE,** then within five (5) calendar days the grievance shall be presented in writing to the Police Committee. The Police Committee shall render a decision within five (5) calendar days after the grievance was presented to it.

(C) **STEP THREE**
If no satisfactory resolution of the grievance is reached at **STEP TWO,** then within five (5) calendar days the grievance shall be presented in writing to the Mayor and Council. The Mayor and Council shall render the decision within ten (10) calendar days after the grievance was first presented.

(D) STEP FOUR

1. If an individual grievant employee is not satisfied with the disposition of his grievance at **STEP THREE,** or if no decision has been rendered within ten (10) calendar days as aforesaid, he may file in any Court of competent jurisdiction seeking a plenary hearing with regard to the issue involved.

2. The grievance may be processed to final and binding grievance arbitration pursuant to the rules of the Public Employment Relations Commission. Only the PBA shall be able to process a grievance to binding arbitration.

ARTICLE 42

SAVINGS CLAUSE

35.01 It is understood and agreed that if any portion of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

35.02 If any such provisions are so invalid, the Employer and the Association will meet for the purpose of negotiating changes made necessary by applicable law.

35.03 Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof. This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the Employees herein are entitled by law.

ARTICLE 43

OFF DUTY POLICE ACTION

36.01 Since all Police Officers are presumed to be subject to duty twenty-four (24} hours per day, the parties agree to the following:

(A) Any action taken by a member of the force on his off time when not in the active employ of another which would have been taken by an Officer on active duty if present or available, shall be considered Police action, and the Employee shall have all of the rights and benefits concerning such action as if her were then on active duty.

(B) Recognizing that the Employer and its residents benefit from the additional protection afforded them by armed off-duty Police Officers, and further recognizing the weighty responsibility and hazards confronting such armed off-duty Police Officers, the Employer agrees to pay such Employees an additional sum to be added to the regular and periodic payments the Employees receive in the following amount: One ($1.00} Dollar per year which shall be deemed to be included in each Employee's base annual salary.

ARTICLE 44

MILEAGE ALLOWANCE

37.01 Whenever an Employee shall be required to use his personal vehicle in any job connected capacity, he shall be entitled to an allowance of Twenty ($.20) Cents per mile.

37.02 A meal allowance not to exceed Eight Dollars and Fifty Cents ($8.50) per meal shall be provided to an Employee who is required to remain outside the Borough of Northvale during the normal meal period and is on Borough of Northvale business.

37.03 The provisions of this **Article** are not applicable to new Employees during the period of time that they are in the basic Police training course at the Police Academy which leads to initial certification as a Police Officer.

ARTICLE XX.XVIII

SAFETY AND HEALTH

38.01 The Employer shall at all times maintain working conditions to insure maximum safety for all Employees and shall provide Employees with appropriate equipment and devices toward that end. OSHA standards shall be applied to working facilities and conditions.

ARTICLE 46

YEARLY CALENDAR

39.01 Except as otherwise modified by the Agreement the present calendar and scheduling procedures are to remain in full force and effect.

ARTICLE 47

REPLACEMENTS

40.01 No full time Employee covered by this Agreement shall be replaced by any non-Police, part-time or other personnel.

40.02 No post presently filled by a full time Employee covered by this Agreement shall be covered by any non-Police, part-time or other personnel.

40.03 This clause shall not apply to clerical positions or dispatchers.

40.04 This clause shall not be interpreted to limit the Employer's continued use of special Police Officers as it has done in the past.

ARTICLE XU

POLICE VEHICLES

41.01 All Police automobile purchased after the execution of this Agreement shall have the same or similar equipment as that vehicle purchased by the Employer and known as car number 201 and the Employer will make every effort to keep such equipment in a good state of repair.

ARTICLE XLII

SENIORITY

42.01 Traditional principles of seniority shall apply to Employees covered by this Agreement. Such principles shall apply to lay off, recall, transfer and any other similar acts. Seniority is defined to mean the accumulated length of service with the Department, computed by time in grade for each rank. In the event time in grade cannot be determined by date of rank, then in that event, time in service by date of appointment shall apply. An Employee's length of service shall not be reduced by time lost due to absence from his employment for bona fide illness or injury certified by a physician not in excess of one (1) year. Such certification shall be subject to review by the Police Surgeon, if any, or any physician mutually acceptable to the parties.

ARTICLE 50

POLICE CONVENTIONS

43.01 The Employer agrees to grant five (5) tours of work without loss of pay to the members of the Employee Organization selected by the members as delegates to attend any State or Bergen County Convention of the New Jersey Policemen's Benevolent Association.

43.02 The Employer agrees to grant the necessary time off without loss of pay to the PBA representative duly designated as the State Delegate to attend the monthly State PBA meeting.

ARTICLE 51

IN-SERVICE TRAINING

44.01 Each member of the Department with two (2) or more years of service will be scheduled by the Chief of Police to attend at least two (2) in-service training courses, during the calendar year. Employees shall be scheduled for such training subject to the needs of the Employer.

44.02 Each member of the Department attending school pursuant to **Section 1** (above) shall be reimbursed for expenses in accordance with the provisions of **Article 37.01** and **37.02** of this Agreement.

ARTICLE52

TERM AND RENEWAL

45.01 This Agreement shall have a term from January 1, 2023 through December 31, 2027. If the parties have not executed a successor agreement by December 31, 2027, then this Agreement shall continue in full force and effect until a successor agreement is executed.

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

All economic provisions shall be retroactive to January 1, 2023 except as otherwise be set forth in some other part of this Agreement or the Appendices attached hereto.

IN WITNESS WHEREOF, the parties have hereto entered their hands and seals this day of 3/15/23, 2023.

ATTEST

Frances Weston, Clerk

BOROUGH OF NORTHVALE

MAYOR JOSEPH MCGUIRE

ATTEST

PBA LOCAL 233 (Northvale Unit)

APPENDIX "A"

SALARIES

This Chart applies to employees hired prior to January 1, 2023

Borough of Northvale
Police Contract
Salaries

Rank	Current 2022	Year 1 2023	Year 2 2024	Year 3 2025	Year 4 2026	Year 5 2027
Lieutenant	144,965	148,589	152,304	156,873	162,364	168,858
Sargent	136,085	139,487	142,974	147,264	152,418	158,514
Stiptend for detectives $1,200						
7th Year	128,979	132,203	135,509	139,574	144,459	150,237
6th Year	103,519	106,107	108,760	112,022	115,943	120,581
5Th Year	101,845	104,391	107,001	110,211	114,068	118,631
4th Year	88,277	90,484	92,746	95,528	98,872	102,827
3rd Year	74,711	76,579	78,493	80,848	83,678	87,025
2nd Year	62,182	63,737	65,330	67,290	69,645	72,431
1St Year	55,325	56,708	58,126	59,870	61,965	64,444
Training	41,629	42,670	43,736	45,049	46,625	48,490
Percentage		**2.50%**	**2.50%**	**3.00%**	**3.50%**	**4.00%**
						0
	Stiptend for detectives $1,200					

APPENDIX "A-1"

SALARIES

(APPLIES TO EMPLOYEES HIRED AFTER 01/01/2023)

Borough of Northvale Police Contract Salaries		NEW HIRES AFTER 1/1/2023				
Rank	Current 2022	Year 1 2023	Year 2 2024	Year 3 2025	Year 2026	Year 2027
Lieutenant	144,965	148,589	152,304	156,873	162,364	168,858
Sargent	136,085	139,487	142,974	147,264	152,418	158,514
Stiptend for detectives $1,200						
10 Year	128,979	132,203	135,509	139,574	144,459	150,237
9 th Year (New)		118,500	121,463	125,106	129,485	134,665
8th Year	103,519	106,107	108,760	112,022	115,943	120,581
7Th Year	101,845	104,391	107,001	110,211	114,068	118,631
6th Year	88,277	90,484	92,746	95,528	98,872	102,827
5Th Year (New)		83,531	85,620	88,188	91,275	94,926
4Th Year	74,711	76,579	78,493	80,848	83,678	87,025
3rd Year (New)		70,158	71,912	74,069	76,661	79,728
2nd Year	62,182	63,737	65,330	67,290	69,645	72,431
1St Year	55,325	56,708	58,126	59,870	61,965	64,444
Training	41,629	42,670	43,736	45,049	46,625	48,490
Percentage		**2.50%**	**2.50%**	**3.00%**	**3.50%**	**4.00%**
	Total Salaries	**945,068**	**968,694**	**997,755**	**1,032,677**	**1,073,984**

APPENDIX "B"

LONGEVITY

The following longevity schedule shall be applicable for all employees hired before January 1, 2012:

2% of annual base pay after seven (7) years of service

4% of annual base pay after ten (10) years of service

6% of annual base pay after thirteen (13) years of service

8% of annual base pay after seventeen (17) years of service

10% of annual base pay after twenty-one (21) years of service

The following longevity schedule will take effect for all employees hired after January 1, 2012:

1.5 % of annual base pay after eight (8) years of service

3% of annual base pay after ten (10) years of service

5% of annual base pay after thirteen (13) years of service

8% of annual base pay after seventeen (17) years of service

10% of annual base pay after twenty-one (21) years of service

This appendix does not apply for all employees hired after January 1, 2017

APPENDIX "C"

SCHOOL CREDITS

Each year there shall be paid to all full time Employees an additional payment for attainment of college credits toward a Police Science Degree in accordance with paragraph **19.02** the sum of:

$300.00	**Completion of 25 Credits**
$600.00	**Completion of 45 Credits**
$1,000.00	**Completion of Associate's Degree**
$1,500.00	**Completion of Bachelor's Degree**

APPENDIX "D"

VACATIONS

If an Employee starts before July 15th, count January 1st as his Anniversary Date and he will receive twelve (12) days vacation after January 1st of the following year.

If an Employee starts after July 15th, an Employee will receive six (6) days vacation after January 1st of the following year.

After One (1) Year of Service ..... 12 Days

After Six (6) Years of Service ..... 15 Days

After Ten (10) Years of Service ..... 16 Days

After Eleven (11) Years of Service ..... 17 Days

After Twelve (12) Years of Service ..... 18 Days

After Thirteen (13) Years of Service ..... 19 Days

After Fourteen (14) Years of Service ..... 20 Days

After Fifteen (15) Years of Service ..... 21 Days

After Sixteen (16) Years of Service ..... 22 Days

After Seventeen (17) Years of Service ..... 23 Days

After Eighteen (18) Years of Service ..... 24 Days

After Nineteen (19) Years of Service ..... 25 Days

After Twenty (20) Years of Service ..... 26 Days

APPENDIX "E"

HOLIDAYS

1. New Year's Day
2. Martin Luther King Day
3. Lincoln's Birthday
4. Washington's Birthday
5. Easter
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veteran's Day
11. Thanksgiving
12. Christmas Day
13. Good Friday

APPENDIX "F"

SICK LEAVE POLICY

(A) With regard to illness or injury which is not service connected, each member shall be entitled to eight (8) sick days with pay per calendar year. In the event a member does not exhaust said sick days, he shall be entitled to and permitted to accumulate all of his unused sick days up to a maximum accumulation of one hundred and eighty (180) days.

It is the responsibility of the Record Bureau to compile and maintain a list of the unused and accumulated sick days for each member.

For employees hired prior to the execution of this agreement, upon retirement, for no other reason, a member will be paid for any unused accumulated sick days up to a maximum of one hundred thirty (130) days at the daily rate at the time of his retirement or in the event of his demise, any monies due and owing him shall be paid to his estate. Employees hired after 1/1/17 will not be entitled to this benefit.

(B) Notwithstanding the entitlement set forth in **Paragraph (A)** above, each Employee shall also be entitled to a long-term sick leave benefit. A long-term sick leave benefit is an extended period of absence necessitated by a non-work connected illness or disability.

Long term sick leave entitlement is as follows:

1. Upon completion of fifteen (15) years of service..... 180 Working Days
2. Upon completion of twenty (20) years of service..... 195 Working Days
3. Upon completion of twenty-five (25) years of service ..... 210 Working Days

(C) Employees hired after January 1, 2017 will no longer be entitled to the benefits Section (A) above.

(D) All Employees will have the option to cash in up to (6) six sick days per calendar year at their then current rate of pay. Payment for this benefit will be made in the last pay period of the year.