

AGREEMENT BETWEEN
THE TOWNSHIP OF NORTH BERGEN, NEW JERSEY
AND
ROBERT J. DOWD CHIEF OF POLICE

JUNE 1, 2018 THROUGH DECEMBER 31, 2023

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PREAMBLE

This Agreement is made and entered into by and between The Township of North Bergen, a Municipality in the County of Hudson, State of New Jersey [hereinafter referred to as the "Employer" or "Township"], and Chief of Police [Robert J. Dowd, hereinafter referred to as the "Police Chief"], for the purpose of reaching a mutual understanding, promote harmonious relations, effect good and efficient service, and both parties agree to be bound by all terms and conditions of this Agreement.

ARTICLE I. GENERAL CONDITIONS

- A. The Police Chief shall perform all duties and responsibilities as required by N.J.S.A. 40A:14-118, et seq., civil services and other laws, ordinances, rules and regulations, and as required by the Appropriate Authority.
- B. This Agreement is effective from June 1, 2018 through December 31, 2023.
- C. Effective January 1, 2018 the Police Chief shall be paid at the base annual rate of \$199,341.00.
- D. This Agreement is subject to four (4) annual options to renew by the parties. Unless specifically expressed to the contrary in writing by either party by October 1st of each renewal year, this Agreement shall be renewed by the parties under identical terms, except that the Police Chief's base salary shall change to \$203,328.00 effective January 1, 2019, \$207,395.00 effective January 1, 2020, \$211,543.00 effective January 1, 2021, \$215,774.00 effective January 1, 2022, \$220,089.00 effective January 1, 2023.
- E. The Police Chief will not be eligible for overtime pay.
- F. The Police Chief will not be eligible to work extra-duty employment (i.e. extra-duty details) as authorized by the Township of North Bergen.
- G. Early payment for accumulated time, including vacation and compensatory time, may be approved throughout the duration of this agreement. Payment terms must be in writing and mutually agreed upon by the Police Chief, Township Administrator, and Appropriate Authority.

ARTICLE II. METHOD OF PAYMENT

All compensation shall be provided on a bi-weekly basis as with all other Township employees.

ARTICLE III. PENSION

The Employer agrees to provide the Police Chief with a pension as provided by state law.

Pension contributions to be calculated and reported in accordance with this Agreement.

ARTICLE IV. ALLOWANCES, INCENTIVES, AND DIFFERENTIALS

- A. The Police Chief shall receive an educational incentive allowance in the sum of \$175.00 per year. The allowance is payable no later than August 1st of each year.
- B. In addition to an educational incentive, the Police Chief shall be entitled to a higher education differential. The Police Chief shall have added to his base salary an amount equal to the following percentages for attaining various degrees in Criminal Justice or other law or police-related fields:
- Associate's Degree.....2.0%
- Bachelor's Degree.....3.0%
- Master's Degree.....4.0%
- Doctorate's Degree.....5.0%
- C. The Police Chief shall also be entitled to an additional 1% differential for successfully completing the New Jersey Certified Public Manager's Program (CPM) administered through the New Jersey Civil Service Commission.
- D. The Chief of Police shall receive an additional 1% differential for completing and/or maintaining an Accredited Chief/Command Executive (ACE) certification through the New Jersey State Association of Chiefs of Police (NJSACOP).
- E. The Police Chief shall receive a weapons allowance in the sum of \$425.00 per year. The allowance is payable no later than August 1st of each year.
- F. The Police Chief shall receive a clothing allowance in the sum of \$675.00 per year. The allowance is payable no later than December 1st of each year.
- G. The Police Chief shall receive a performance-based incentive allowance of \$1750.00

per year for successfully maintaining the North Bergen Police Department's Accreditation Status either through NJSACOP or through the Commission on Accreditation for Law Enforcement Agencies (CALEA). This allowance is payable no later than December 1st of each year.

- H. The Police Chief shall be entitled to service differential pursuant to the following schedule:

0-5 years of service....0% of base
6-10 years of service...additional 2% of base salary
11-15 years of service...additional 4% of base salary
Over 15 years of service...additional 6% of base salary

- I. The Police Chief shall be entitled to longevity differential according to the following schedule:

2% after 3 years
4% after 6 years
6% after 9 years
8% after 12 years
10% after 15 years
12% after 20 years

- J. The Employer agrees to reimburse the Police Chief all costs incurred as a result of his membership in the County, State and International Chiefs of Police Associations.
- K. All allowances shall be pro-rated during the last year of service.

ARTICLE V. WORK SCHEDULE, HOLIDAYS, AND PERSONAL DAYS

- A. The Chief shall spend sufficient time at his job to insure the smooth and responsible operation of the Police Department over which he has supervisory control. The Chief shall be required to work at least 72 hours per biweekly pay period. The Police Chief and Township agrees that due to the nature of the responsibilities of said position, these hours are flexible. However, the schedule is at the discretion of the Police Chief. Any hours in excess of this amount are not compensatory in any form.
- B. Except where otherwise noted in this agreement, the Police Chief may be eligible for compensatory time in lieu of overtime under unusual circumstances (e.g. disasters, states of emergency, etc.) when it is necessary for him to report for duty on a scheduled vacation day or Township holiday upon approval of the Township Administrator or Appropriate Authority.
- C. The Police Chief agrees to devote his full business time and attention, skill, energy and best efforts to the performance of his duties hereunder and to the promotion of the business and interest of the Police Department and Township.
- D. The Police Chief may undertake other outside employment so long as it does not prohibit him from achieving the required mandatory hours due to the Township as stipulated by this agreement, does not conflict with this contract, or that such outside employment does not create a conflict of interest with the Township. Examples of outside employment include, but are not limited to, teaching, consulting, writing publications, expert witness testimony, etc.

- E. In addition to his regular days off, the Police Chief shall be entitled to be off duty on all holidays approved by the Township of North Bergen, a list of which is published by the Township annually. Holidays shall be counted as eight (8) hours of time toward the mandatory seventy-two (72) hours required biweekly.
- F. In the event that the Police Chief is required to work on any of his entitled holidays, or if such holiday falls on his regular scheduled day off (e.g. vacation), the Police Chief shall be entitled to eight (8) hours of compensatory time.
- G. The Township and Police Chief agree that the use of a sick day, personal day, vacation day, shall be counted as eight (8) hours of time towards the mandatory seventy-two (72) hours required biweekly.
- H. The Police Chief shall be entitled to five (5) personal days per year.
- I. Upon retirement within the meaning of the Police and Fire Retirement System, excluding deferred retirement, compensation shall be paid to the Police Chief for all accrued time.

ARTICLE VI. VACATION AND VACATION DAYS

- A. The Police Chief shall receive twenty-five (25) work days of annual vacation. Vacation shall be pro-rated during the last year of service.
- B. The Police Chief shall be entitled to schedule vacation time, provided that the Police Chief shall not take vacation leave unless a qualified subordinate is/are available to assume control of, responsibility for, the operation of the Police Department. In addition, the Police Chief shall not schedule his vacation time during any time period where planned events shall require his presence.
- C. The Police Chief shall be required to report the dates he has selected for his vacation, and as well as the name of the subordinate(s) selected to assume control and responsibility of the day-to-day operations of the police department during his absence. Such information shall be provided to the Township Administrator and Appropriate Authority in writing at least two (2) weeks in advance of the beginning of the vacation period.
- D. In charging the Police Chief with vacation or personal time, the smallest unit to be considered is one-half (1/2) of a work day; equivalent to four (4) hours.
- E. The Police Chief shall not be charged with vacation while on sick leave if the sick leave and vacation coincide, provided that the sick leave resulted from job-related injury or illness.
- F. In the event of the Police Chief's death, all monies due to him, including but not limited to, vacation pay shall be paid to his estate.

- G. The maximum amount of vacation time that may be carried over for usage in future years is one year's vacation allotment. This allotment is exclusive of any additional vacation days accumulated as part of this contract agreement (reference Article VI, Section H.)
- H. In addition to the twenty-five (25) work-days annual vacation provided herein, the Police Chief shall receive an additional vacation day annually for each five (5) years of service.
- I. Any unused and accrued vacation time shall be compensated for by the township as straight time when the Police Chief becomes separated, either voluntarily or involuntarily, or retires from employment with the Township.

ARTICLE VII. SICK LEAVE AND OTHER BENEFITS

- A. The Police Chief shall be entitled to existing sick leave benefits with pay.
- B. Sick leave is hereby defined to mean an absence from post of duty by the Police Chief, while in good standing, due to illness, accident, injury, disability, exposure to contagious disease.
- C. In the event the Police Chief requires leave due to any of the aforementioned reasons, not caused by other employment or business ventures, he may request and shall be granted a leave of absence, with pay, as herein provided.
- D. The Police Chief shall be entitled to unlimited sick leave up to one (1) year.
- E. In charging the Police Chief with sick leave, the smallest unit to be considered is one (1) work day.
- F. If the Police Chief is absent from work for reasons that entitle him to sick leave, the Police Department shall be notified as early as possible, but no later than one (1) hour prior to the start of his work shift from which he is absent, except in the case of an emergency or other extenuating circumstances. Failure to so notify may be cause for denial of the use of sick leave for that absence and could constitute cause for disciplinary actions.
- G. Habitual absenteeism may be cause for discipline up to and including discharge.
- H. Sick leave with pay shall not be allowed under the following conditions:
 - 1. When the Police Chief, under medical care, fails to carry out orders of the attending physician.
 - 2. When in the opinion of the Township's medical physician, the Police Chief is ill or disabled because of self-imposed contributory causes or actions contrary to

the code of conduct.

3. When in the opinion of the Township's medical physician, the disability or illness is not of sufficient severity to justify the Police Chief's absence from duty.
 4. When the Police Chief fails to report to the Employer's physician as ordered by the Appropriate Authority or Township Administrator.
- I. The recommendation of the Township's medical physician as well as those of the attending physician, as to the justification for the absence from duty on account of disability or illness or, of the fitness of the Police Chief's to return to duty shall be considered by the Appropriate Authority or Township Administrator. The Appropriate Authority and Township Administrator reserve the right in such cases where there is a difference of professional opinion between the Police Chief's physician and the personal physician, to require the employee to submit to an examination by a third doctor.
 - J. If the Police Chief is absent from work on sick leave and is unable to report for duty for four (4) or more consecutive working days, the Township may require a physician of its choice to provide a medical statement concerning the need for sick leave. In the alternative, the Township may require the Police Chief to submit acceptable medical evidence substantiating the need for sick leave.
 - K. Sick leave, in addition to bereavement leave, may also be utilized for short periods because of death or serious illness in the Police Chief's immediate family as defined by New Jersey Civil Service Commission or Department Rules and Regulation.
 - L. The term "immediate family", for the purposes of this Article shall include the following: spouse, parent, step-parent, child, step-child, foster child, and any other

relative residing in the Police Chief's household.

- M. In cases of reported illness or disability which does not require hospitalization, the Police Chief shall remain at his residence unless authorized in writing by the attending physician and the Township's doctor. Should it become necessary for the Police Chief to visit a doctor or a pharmacy, he is required to notify the police department.
- N. Upon retirement within the meaning of the Police and Fire Retirement System (PFRS), excluding deferred retirement, compensation shall be paid to the Chief of Police for each full day of earned and unused sick leave time computed at one-half the average daily rate of pay received during the last year of employment in an amount not to exceed a senior patrol officer's maximum annual salary. To calculate monies due if any, the Employer shall multiply the years of service by 15 and subtract the number of sick days taken during the Police Chief's years of service. If at the time of separation of employment the Police Chief shall have utilized a number of sick days in excess of an average of fifteen (15) days for each year of service, no monies shall be paid.
- O. If on leave following the submission of retirement papers, the Police Chief shall not be permitted to go on sick leave.
- P. The Employer agrees to pay to the Police Chief who shall resign, retire, or be discharged, all money due him within thirty (30) days immediately following the termination of employment. Said pay shall include pro-rata vacation pay and cash in lieu of compensatory time and personal days due.

ARTICLE VIII. LINE OF DUTY INJURY

- A. If while in the line of duty the Police Chief is incapacitated and unable to work because of an injury, he shall be entitled to injury leave with full pay, less any amounts received from disability insurance during the period in which he is unable to perform his duties as certified by a physician designated by the Employer. The Police Chief will be required to notify the Employer if he is receiving disability monies.
- B. When the Police Chief is injured in the line of duty, the Employer agrees to bear the cost of all medical, dental, surgical, therapeutic and pharmaceutical bills.
- C. When the Police Chief is injured in the line of duty, he reserves the right to be treated by a physician and/or surgeon of his own choice whose reasonable fees shall be paid by the Employer, providing the employment of said doctor is authorized, which authorization shall not be unreasonably withheld.
- D. When the Police Chief is hospitalized with line of duty injuries, he will be provided with semi-private accommodations at the minimum.
- E. When injured while working, whether slight or severe, and barring extraordinary circumstances, the Police Chief must make a report, if practicable, prior to the end of his work day, but no later than twenty-four (24) of the occurrence. Failure to report any injury may result in the failure of the Police Chief to receive compensation under this article.

- F. The Police Chief shall be required to present evidence, by way of a certificate or report of a physician designated by the Police Chief, that he is unable to work, and the Township may reasonably require the Police Chief to present such a certificate from time to time.
- G. If the Township does not accept the certificate or report of the physician designated by the Police Chief, the Township shall have the right, at its own cost, to require the Police Chief to obtain a physical examination and certificate of fitness by a physician appointed by the Township.
- H. In the event the Police Chief is granted any injury leave, it will be the Township's sole obligation to pay the Police Chief the difference between his regular pay and any compensation, disability, or other payments received from other sources.

ARTICLE IX. MEDICAL-SURGICAL, INSURANCE, HEALTH, EYE GLASS AND DENTAL

- A. The Employer agrees to provide the maximum coverage available with New Jersey Blue Cross and Blue Shield, including Rider J, or its substantial equivalent at its own expense, to the Police Chief and his dependents. The Police Chief's coverage shall be equal to, or greater than that of the PBA bargaining unit.
- B. The Employer further agrees to provide a Major Medical Plan that includes a catastrophic provision at its own expense to the Police Chief and his dependents. The Police Chief's plan shall be equal to that of the PBA bargaining unit.
- C. The Employer agrees to provide a paid dental insurance plan at its own expense to the Police Chief and his dependents. The Police Chief's plan shall be equal to, or greater than that of the PBA bargaining unit.
- D. The Employer agrees to provide a Paid Prescription Service Drug Program equal to that of the PBA bargaining unit.
- E. The Employer will pay up to \$125.00 per year for the eyeglass prescription program. The Police Chief's plan shall be equal to, or greater than that of the PBA bargaining unit.
- F. The Employer agrees to provide paid medical and hospitalization insurance, prescription, dental and optical to the Police Chief and family if he has twenty-five (25) years continuous service with the Township and/or retires within the meaning of the Police and Fire Retirement System (PFRS), excluding deferred retirement. If the Police Chief has other health insurance coverage, the Police Chief agrees to

make the Township policy secondary. Upon eligibility for Medicare, the Township will pay for a supplemental Medicare policy for the Police Chief and continue coverage for his family. Supplemental coverage and Medicare coverage shall be substantially similar to the Police Chief's current medical and hospitalization coverage. The Police Chief's plan shall be equal to, or greater than that of the PBA bargaining unit.

- G. Upon his death, the Police Chief's spouse will receive insurance coverage as if the Police Chief was still living, so long as she does not marry. This will also be provided at no cost to the Police Chief or his spouse.
- H. All the aforementioned provisions set forth in this Article may be subject to the terms and conditions of State and/or Federal Statutes (e.g. NJ Chapter 78, P.L. 2011).

ARTICLE X. BEREAVEMENT LEAVE

- A. In the event of death in the Chief's immediate family, the Police Chief shall be granted time off without loss of pay from the day of death or the day of the funeral, but in no event shall said leave exceed four (4) calendar days.
- B. The "immediate family" shall mean only parents, husband, wife, child, stepchild, ward, brother, sister, stepmother, stepfather, guardian and grandchild.
- C. Reasonable verification of the event may be required by the Township.
- D. Such bereavement leave is not in addition to any holiday, day off, vacation leave, compensatory time or sick time off falling within the time of bereavement.
- E. The Police Chief may make a request of the Appropriate Authority, Township Administrator, or his designated representative for time off to attend a funeral separate and distinct from bereavement leave. Such request, if granted, shall be charged at the option of the Police Chief as a vacation day, personal day or compensatory day.
- F. The Police Chief shall be granted the day of the funeral off with pay for the death of the Police Chief's grandparent, or the Police Chief's immediate uncle or aunt, niece, nephew, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, and son-in-law only.

ARTICLE XI. LEAVE OF ABSENCE

- A. Leave of absence without pay may be granted to the Police Chief for an initial period of ninety (90) days.
- B. The Employer agrees to permit the Police Chief a leave of absence without loss of pay or time owed to attend and/or serve as a representative to the New Jersey State Association of Chiefs of Police, International Chiefs of Police, and Hudson County Chiefs functions, meetings, training, conventions or seminars, and attend any other regular meeting or conference held by these associations. Prior to attending such functions the Police Chief shall notify the Appropriate Authority of his attendance, the time required to participate, and the designated employee that will act in his absence.
- C. The Employer agrees to reimburse the Police Chief all expenses incurred (e.g. travel, room, food, books, tuition, etc.) for attending the functions listed in **Paragraph B**, and any other seminar, training conference or educational program approved by the Township Administrator or Appropriate Authority.

ARTICLE XII. MUTUAL AID

The Employer agrees that if the Police Chief is killed or injured in the line of duty while rendering aid to a neighboring community, he is fully covered by pension and insurance rights as if said injury or death occurred out of an accident arising out of performance of duty within the Township of North Bergen.

ARTICLE XIII. WELFARE

The Employer shall supply the Police Chief with all necessary legal advice and counsel pursuant to law.

ARTICLE XIV. ACTIONS AGAINST THE POLICE CHIEF

Whenever any action is brought against the Police Chief for any act or omission, arising out of or incidental to the performance of his duty, on or off his regular tour of duty, the Employer shall defray all costs of defending such action. The Police Chief may select his own counsel and the Employer shall reimburse the Police Chief for reasonable attorneys' fees not to exceed the Township's approved rates. The Employer may select co-counsel through the Municipal Excess Liability (MEL) Joint Insurance Fund Joint Insurance Fund (JIF). Such attorney's hourly fees shall not exceed the Township attorney rate, provided same is reasonable. In the case of a civil action, the Employer shall pay any adverse judgment, save harmless, indemnify and protect such Police Chief from any financial loss resulting therefrom, including punitive damages. The Police Chief shall submit to the Township Administrator the name of the attorney he selects and the estimated fees, for his approval, such approval not to be unreasonably withheld.

ARTICLE XV. MANAGEMENT RIGHTS

- A. The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing the following rights:
1. The Executive Management and Administrative control of the Township and its properties and facilities and activities utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.
 2. To make rules of procedure and conduct, subject to N.J.S.A. 13A:5-1, et seq., to use improved methods and equipment, as well as duties, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
 3. To hire all employees, whether permanent, temporary, or seasonal, to promote, transfer, assign or retain employees in positions within the Township subject to Department of Personnel and law.
 4. To suspend, demote, discharge or take any other appropriate disciplinary actions against the Police Chief for good and just cause according to the New Jersey Civil Service Commission and Regulations and law.
 5. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and non-productive.
- B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms hereof are in conformance with the constitution and law of New Jersey and of the United States subject to law.

- C. Nothing contained herein shall be construed to deny or restrict the Township or the Police Chief of their rights, responsibilities and authority under R.S. 40A:1-1 et seq. or any national, state or local laws.

ARTICLE XVI. SAVINGS CLAUSE

Should any part of or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or any decree of court of competent jurisdiction, such invalidation of such part or portion of this agreement shall not invalidate the remaining portion thereof and the parties agree with respect to any clause so determined to be invalid, the parties will immediately renegotiate said invalid clause so as to being the same within legal limits.

ARTICLE XVII PERSONAL VEHICLE

- A. The Township agrees to supply the Police Chief with an unmarked automobile to be used for police work and for his exclusive personal use. The make and model of the vehicle shall be determined by the Township; however the vehicle shall be a full-sized, four-door, car or SUV equipped with 4-wheel/all-wheel drive, and shall be equipped with such apparatus as necessary for police duties including lights and an audible warning device.
- B. The Chief of Police shall be permitted to use his vehicle for personal use and there shall be no limit on the use of said vehicle for police work or anything associated with police work such as attending meetings, conferences, and any other travel needed to accomplish the duties of chief of police.
- C. The automobile shall not be used by anyone other except the Police Chief except that the Police Chief may designate other members of the department to use the vehicle for bona fide police purposes.
- D. The Township shall pay all expenses for the operation and maintenance of the automobile, such as car insurance, tires, gas, oil changes, and any other necessary repairs.
- E. When the Township vehicle is used for personal purposes, its use may be a taxable cost to the police chief and shall be guided by the Township's vehicle policy.

ARTICLE XVIII. FULLY-BARGAINED AGREEMENT

The agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XIX. DURATION OF AGREEMENT

This agreement shall become effective as of June 1, 2018 and shall expire on December 31, 2023.



ROBERT J. DOWD
NORTH BERGEN POLICE DEPARTMENT
Police Chief



CHRISTOPHER PIANESE
TOWNSHIP OF NORTH BERGEN, NJ
Township Administrator

DATED: 5/22/18

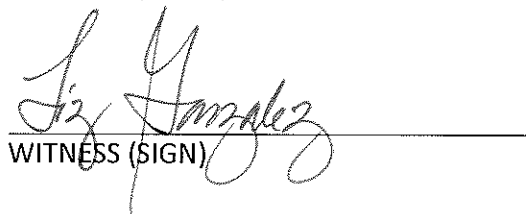
DATED: 5/22/18

Lt. Cynthia Montero
WITNESS (PRINT)



WITNESS (SIGN)

Liz Gonzalez
WITNESS (PRINT)



WITNESS (SIGN)