

*Original  
Signed Agreement*

**AGREEMENT**

Between

**BOROUGH OF RIVERDALE**

and

**RIVERDALE P.B.A.**

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**January 1<sup>st</sup>, 2008 through December 31<sup>st</sup>, 2012**

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*Scanned 8/6/10*

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**PREAMBLE**

THIS AGREEMENT, made this \_\_\_\_\_, day of \_\_\_\_\_ by and between the BOROUGH OF RIVERDALE, a municipal corporation of the State of New Jersey, with officers at the Borough Hall, Riverdale, Morris County, New Jersey (hereinafter called the "Employer" or "Borough") and the RIVERDALE P.B.A., with its principal office at Borough Hall, Riverdale, Morris County, New Jersey (hereinafter called the "Association").

This Agreement represents the complete and final understanding on all bargain-able issues between the Employer and the Association.

## ARTICLE I

### RECOGNITION

The Employer recognizes the Association for the purposes of collective negotiations as the exclusive representative of the patrolmen, patrolman first class, sergeants and Lieutenants in the negotiation's unit. All references to males shall include female police officers.

## ARTICLE II

### MANAGEMENT RIGHTS

- A. 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.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 40 and R.S. 11, or any other national, state, county or local laws or ordinances.

## ARTICLE III

### SALARIES

The salaries shall be in accordance with the provisions of Schedule A attached hereto.

## ARTICLE IV

### TOUR OF DUTY AND OVERTIME

- A. The regular tour of duty for members of the department shall be eight (8) hours per day, forty (40) hours per week. The work schedule shall be as established by the Chief of Police. Any scheduled change that is made on less than a forty-eight (48) hours notice shall result in the entire period of work so changed to be compensated at the overtime rate of pay (time and one-half).
- B. Overtime is defined as work in excess of the daily tour of duty or one hundred seventy-one (171) hours in a twenty-eight (28) day work period. Whenever an employee is required to attend a court at a time outside of his tour of duty and the court attendance is required because of his activities as a police officer, the employee shall be compensated as follows:
  1. Time and one-half (1-1/2) the regular hourly straight time rate of pay for time spent in any court

other than the Riverdale Municipal Court.

2. Time and one-half (1-1/2) the regular hourly straight time rate of pay for time spent in the Riverdale Municipal Court with a minimum guarantee of two (2) hours pay. An effort should be made to schedule such court time during work hours.
  3. Time and one-half (1-1/2) the regular hourly straight time rate of pay for off-duty call in with a minimum guarantee of one (1) work hour.
- C. The hours between one hundred sixty (160) and one hundred seventy-one (171) in the twenty-eight (28) day work period which are utilized for training including qualification purposes will be compensated at the regular straight time hourly rate of pay. Work performed in excess of one hundred sixty (160) hours for purposes other than aforementioned in this section will be compensated at time and one-half (1-1/2) the regular hourly straight time rate of pay. An attempt will be made to avoid scheduling training on the same day an officer performs his regular tour of duty.
- D. A unilaterally imposed work schedule change implemented with less than forty-eight (48) hours notice shall be compensated for at the overtime rate. A shift change requested by an employee forty-eight (48) hours in advance will be granted if a replacement is available at the straight-time rate.
- E. Work performed by an officer for an outside contractor, shall be compensated by the contractor at a rate of time and one half (1-1/2) top sergeant's rate of pay, (excluding longevity). Lieutenants will be paid their overtime rate of pay at time and one half.
- F. Work performed by an officer for an outside contractor on a holiday or weekend, shall be compensated by the contractor at a rate of double time the top sergeant's rate of pay (excluding longevity). Lieutenants will be paid at the rate of double time of Lieutenants rate of pay.
- G. Outside contractor work assignments shall carry a four hour minimum pay at the rates of pay as stated in sections E&F above. In the event an outside contractor cancels the employment of a police officer after 6:30 a.m., the contractor guarantees the scheduled police officer four (4) hours pay at time and one half (1-1/2) top sergeant's rate of pay (excluding longevity).
- H. All police officers shall be offered all overtime including details before such overtime is offered to Class 2 specials.
- I. Patrol officers shall work twelve (12) hour schedule. As stated in attached addendum.

#### ARTICLE IV-A

##### WORK RELATED AND NON-WORK RELATED INJURIES

###### A. Work Related Injuries

1. In the event a police officer sustains a work related injury, as recognized and defined by the prevailing law of Workers Compensation in New Jersey, the governing body shall grant a leave of absence for a period not to exceed six (6) months with pay and all other benefits as provided by the terms of this Agreement; provided, however, that the officer shall submit a certificate of a physician attesting to the officer's inability to perform police duties. Upon the demand of the governing body, the said officer shall submit to a physical examination by a physician selected by the said body. In the event that the physicians chosen by the parties should differ on the issue of the officer's ability to perform police functions, the parties shall confer and agree upon the choice of a third physician whose judgment shall be binding on both parties. Immediately upon



expiration of the aforesaid leave or absence, the officer may return to his police duties provided he is certified by a physician to be fit for duty. Upon return to his police duties, the officer shall be reinstated to his former position and shall be entitled to the same pay and benefits he would then be entitled to receive had he not been on the leave of absence. Any salary, income or benefits collectible from other sources as a result of employment with the Borough shall be deductible from the income and benefits due herein during the leave of absence. Workers Compensation pay shall be deductible from the income and benefits provided by the Employer to the police officer during such leave of absence.

2. In the event an officer is not fit to return to duty upon the expiration of the aforesaid leave of absence, he may apply for additional periods of leave not to exceed eighteen (18) months during which period(s) of time he will receive no pay or other benefit as provided by this Agreement. Prior to its decision as to whether a leave will be granted, the governing body may require the officer to submit a certification of a physician attesting to the officer's inability to perform police duties; additionally, the governing body may demand of the officer that he be examined by a physician of the choosing of the governing body. In the event the physicians chosen by the parties differ on the issue of the officer's ability to perform police duties, the parties shall confer and agree upon a third physician whose judgment shall be binding on both parties. Immediately upon the expiration of the leave of absence, the officer shall be permitted to return to duty provided he is certified by a physician to be fit for duty. Upon return to his police duties, the officer shall be reinstated to his former position and shall be entitled to the same pay and benefits that he would then be entitled to receive had he not been on the leave of absence.

#### **B. Non-Work Related Injuries**

1. In the event an officer sustains a non-work related injury, the governing body shall grant the officer a leave of absence from the department for a period not to exceed six (6) months without pay during which period all other benefits as provided by this Agreement shall continue; provided, however that the officer shall submit a certification of physician attesting to the officer's inability to perform police duties. Upon demand of the governing body, the said officer shall submit to a physical examination by a physician selected by said body. In the event the physicians differ on the issue of the officer's ability to perform police duties, the parties shall confer and agree upon the choice of a third physician, whose judgment shall be binding on both parties. Immediately upon expiration of the leave of absence, the officer shall be returned to duty provided he is certified by a physician to be fit for duty. Time spent on leave of absence as provided by this section shall not count as service time for any purposes under this Agreement.
2. In the event an officer is not fit to return to duty upon the expiration of the aforesaid leave of absence, the governing body may grant additional periods of leave not to exceed six (6) months during which period(s) of time the officer shall not receive any pay or benefits from the municipality under the terms of this Agreement. Prior to making its decision as to whether to grant an additional period of leave, upon the demand of the governing body, the officer shall submit to a physical examination by a physician selected by said body. In the event the physicians chosen by the parties should differ on the issue of the officer's ability to perform police duties, the parties shall confer and agree upon the choice of a third physician whose judgment shall be binding on both parties. Immediately upon the expiration of the leave of absence, the officer shall return to his police duties provided he is certified by a physician to be fit for duty. Upon return to these duties, the officer shall be reinstated to his former position and shall be entitled to the same pay and benefits he would then be entitled to receive had he not been on leave of absence. In the event an officer is unable to return to his police duties as defined under this section, the officer at the termination of the first six (6) months leave of absence shall be permitted to use all his accumulated sick days and vacation days prior to any additional period

- (s) of leave. Time spent on additional periods of leave pursuant to this section shall not account as service time for any purpose under the Agreement.

## ARTICLE V

### SPECIAL LEAVE AND VACATION

- A. Employees covered by this agreement shall suffer no loss of regular straight time pay, up to a maximum of three (3) consecutive days, one of which shall be the day of the funeral, in the event of a death of a member of his immediate family. For the purposes of the Article, immediate family shall be defined as the employee's spouse, children, mother, father, brother, sister, mother-in-law, father-in-law and grandparents.
- B.
1. Sick leave with pay shall accrue to any full-time employee covered by this Agreement on the basis of one (1) twelve (12) hour working day per month during the remainder of the first calendar year of employment after initial appointment. Following the completion of the remainder of the first calendar year of employment after initial appointment, a full-time employee covered by this Agreement shall accrue sick leave with pay on the basis of one (1) twelve (12) hour working day per month. Any amount of sick leave allowance not used in a calendar year shall accumulate to the employee's credit from year to year for a maximum of three hundred (300) days and may be used, if and when needed, for sick leave. An employee accumulating sick leave time under this provision shall be reimbursed for accrued and unused sick leave at the time of retirement from his employment up the maximum of three hundred (300) days at a rate of thirty (\$30.00) dollars per day.
  2. If an employee is to be absent for reasons that entitle him to sick leave, he shall promptly notify his supervisor no later than his scheduled reporting time.
    - a. Failure to so notify his supervisor may be cause for denial of the use of sick leave for that absence and may constitute cause for disciplinary action unless a bona fide reason acceptable to the Borough has been submitted and approved.
    - b. Absence without notice for five (5) consecutive days shall constitute a resignation.
  3. An employee who shall be absent on sick leave for five (5) or more consecutive working days may be required to submit acceptable medical evidence substantiating the illness.
    - a. An employee who has been absent on sick leave for periods totaling ten (10) days in one (1) calendar year consisting of periods of less than five (5) days, may be required to submit acceptable medical evidence for any additional sick leave in that year unless such illness is of chronic or recurring nature requiring recurring absences of one (1) day or less in which case only one (1) certificate shall be necessary for a period of six (6) months.
    - b. The Borough may require proof of illness of any employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.
  4. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health may be required.

- 5. The Borough may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the Borough, by a physician chosen by the employee from a panel of four (4) physicians designated by the Borough. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

C. Members of the Department shall receive vacations by the following schedule:

Up to 6 <sup>th</sup> year.....	2 weeks (10 days)
Upon completion of 6 <sup>th</sup> year.....	3 weeks(15 days)
Upon completion of 12 <sup>th</sup> year.....	4 weeks(20 days)
Upon completion of 24 <sup>th</sup> year.....	5 weeks(25 days)

D. Vacation will run from midnight Sunday until midnight of the concluding day of vacation according to members' schedule.

E. If a member becomes ill or injured before beginning his/her vacation and provides notice to the Chief before beginning vacation the vacation leave or portion thereof may be converted to sick leave.

F. Vacation Carryover - Effective January 1<sup>st</sup>, 2000, an employee who has not been able to take his/her entire allotment of vacation leave for the preceding calendar year may be allowed to carry over into the following year (1) week vacation time subject to the following conditions.

- 1. The carryover of vacation shall only be allowed if the employee has previously requested the opportunity to take vacation and such request has been denied by the Chief of Police or his designee; and
- 2. Any vacation carried over into, the following calendar year must be used within thirty (30) days from the first of the year in which the vacation is being carried over.

ARTICLE VI

**LONGEVITY AND HOLIDAYS**

A. Members of the department shall be paid longevity compensation at the following rates for years service - two (2%) percent. each five (5) years service

5 years service	2%
10 years service	4%
15 years service	6%
20 years service	8%
24 years service	10%

Employees hired on or after September 13, 1989 will not be eligible for longevity compensation.

B. All officers hired after September 13, 1989 shall receive a rank and grade increase. The rank increase will be a rank of first class added to the officer's rank. The base pay increase will be added to the rank increase at a rate of one thousand dollars (\$1,000.00) at the start of the following years of service.

On January 1 of the year following the start of 12<sup>th</sup> year of service

On January 1 of the year following the start of 19<sup>th</sup> year of service

On January 1 of the year following the start of 24<sup>th</sup> year of service

Note: The rank increase will not require any change in uniform nor will it change any structure of seniority in that rank.

- C. Members of the department shall receive eleven (11) paid holidays per year.
- D. Holiday Pay: In the event a member is scheduled to work a holiday, those members shall be compensated a sum equivalent to one and one-half (1-1/2) times his hourly rate for hours worked on the holiday and, in addition thereto, each member working a holiday shall be granted one (1) DAY OFF. Lieutenants will not be scheduled to work on holidays. In the event a Lieutenant should work a holiday he shall be granted one day off but not be paid the compensated rate of pay of one and one half time his hourly rate of pay. He shall receive straight time pay for that day.
- E. Each member of the department shall be entitled to four (4) personal days off per year, provided approval of the Chief prior to using them is obtained.
- F. There shall be no pyramiding of time.
- G. Members may take their time at their own discretion

ARTICLE VII

**CLOTHING AND EQUIPMENT MAINTENANCE**

- A. The Borough shall provide new members of the department with the initial issue of required clothing, boots, etc. for patrol work. In the event this equipment is defective as determined by the Borough, the Borough shall repair or replace the same.
- B. The Borough shall provide each member of the force with an annual clothing allowance, which allowance shall be paid directly to the officers in the month of April of each year. Each officer shall be responsible for purchasing and maintaining his uniform pursuant to departmental standards. The clothing allowance shall be as follows:

January 1st, 2008	\$850.00
January 1st, 2009	\$850.00
January 1st, 2010	\$850.00
January 1st, 2011	\$850.00
January 1st, 2012	\$850.00

Lieutenants will be provided with a clothing allowance of \$1150.00 per year to be paid as stated above.

- C. The Borough shall pay for the required leather goods (gun belt and holster).
- D. In the event an employee requires eyeglasses for the performance for his duties, the Borough will pay up to one hundred twenty-five dollars (\$125.00) for such prescription safety glasses. In the event such prescription safety glasses are damaged during the performance of the employees duties, the employee will be compensated for the repair or replacement of such prescription safety glasses up to a maximum of one hundred twenty-five dollars (\$125.00).
- E. In the event a member of the department suffers damage to personal items (excluding eyeglasses), while in the performance of his duties, the Borough shall repair or replace these items, provided however that in no event shall the member be compensated for more than one hundred twenty-five (\$125.00) dollars



damage per item.

- F. In the event any member of the department while performing his duties suffers damage that would require dental repair, the Borough shall pay all costs for said repair including repayment for full dentures or partial dentures and all orthodontist services.
- G. In the event any member of the department loses, damages or has equipment stolen, the Borough will consider replacement on a case-by-case basis.
- H. If the Chief denies a request to replace defective equipment, the member may bring his request to the council chairperson.

#### ARTICLE VIII

##### PAY DAYS

- A. Each member of the department shall be paid semi-monthly.
- B. Overtime pay will be paid on the second payday of each and every month.

#### ARTICLE IX

##### INSURANCE

- A. The Borough shall provide health insurance for all members and their family. The borough shall pay the entire coverage for the NJ Plus Plan of the NJ State Health Benefits Plan. If a member chooses a different plan under the State Health Benefits Plan, the member will be responsible for any premium payment above that of the NJ Plus Plan. In the event the NJ Plus Plan diminishes or changes its benefits or coverage the borough will provide the member with a plan that is equal to or better than that of the NJ Plus Plan at the time of this agreement.
- B. The Employer may, at its option, change any of the insurance plans or carrier or self-insure under this provision so long as substantially similar benefits are provided. The Association will be notified sixty (60) days in advance of any prospective change.

#### ARTICLE X

##### LEGAL AID

- A. The Borough will provide an attorney and pay all resulting legal fees for the defense of any member of the department charged with a complaint or court actions arising from the performance of his duties, whether on or off official duty. The Borough Attorney will represent the member unless there is a conflict of interest. In such case, the member will select an attorney of his own choosing who shall be approved by the Mayor and Council and whose fees the said body shall approve in advance. The approved legal aid rate is: one hundred (\$100.00) dollars per hour, together with necessary costs and expenses.
- B. Notwithstanding the provisions of paragraph A above, the Borough will either provide an attorney or reimburse for all legal expenses of an employee under this Agreement in accordance with the rate noted in paragraph A above only where the member of the Department has complied with and as required

pursuant to N.J.S.A. 40A et sea., and is proven not guilty.

- C. The provisions of this Article shall not apply except under the conditions as noted above and specifically will not apply in any cases where a complaint or charges are brought against an employee covered under this Agreement by the Chief of Police or any other appropriate official on behalf of the Borough.

#### ARTICLE XI

##### TRAINING

- A. In the event members of the department are required to perform special training sessions, such as firearm qualification, the Borough shall provide ammunition and supplies for said training.
- B. Since the members of the department are required to qualify with on-duty and off-duty weapons, the Borough shall provide ammunition for on-duty and at least one (1) off-duty weapon per man for firearms training.
- C. Compensation for all such training shall be in compensatory time off at the time and one half rate, up to a maximum of eleven (11) hours in the twenty-eight (28) day work period.

#### ARTICLE XII

##### OTHER COMPENSATION

- A. Travel Compensation: In the event any member of the department shall be required to use private transportation for any police department business or related matter, said member shall be compensated at the rate of thirty-five (35) cents per mile traveled, when verified by the Chief, and which shall be presented to the Council by the Chief of Police in the form of a typed report.
- B. In the event a member of the department shall have cause to attend a police-related meeting while off-duty, namely juvenile meetings, traffic meetings, detective meetings, etc., he shall be compensated by payment at the overtime rate of time and one-half (1-1/2).
- C. A member of the department attending an educational institution for the purpose of studying police courses shall receive seven and one-half (\$7.50) dollars per day as reimbursement for meal expenses, provided: (1) the meal expense was necessitated by attendance at the course; and (2) the institution and course of study were approved by the Chief of Police.
- D. In addition, if at the end of the year there is any "compensation time" left, the member of the department shall be paid straight time for all accumulated compensation time remaining.
- E. Whenever an officer is required to leave the Borough on police business there will be a police vehicle available for his use. The officer shall be paid a mileage expense of thirty-five (35) cents per mile, if there is absolutely no vehicle available. When a meal period is covered by such out of town duty, the officer shall be paid a meal allowance of seven and one-half (\$7.50) dollars.
- F. Members of the department performing special details such as traffic control during off duty hours shall be compensated at the regular rate of salary as provided in this Agreement and shall no longer have deducted from their compensation the sum of one (\$1.00) dollar per hour for insurance.
- G. College Reimbursement -- The Borough will pay up to a maximum of \$500.00 per year for police related courses. The officer must pay for the course up front and the borough will reimburse the officer after the governing body obtains documentation of a passing grade. (This does not include courses

- previously taken). An officer may use \$250.00 maximum for a gym membership in lieu of college tuition.
- H. The detective shall receive an annual salary in an amount to be determined by the Mayor and Council.
- I. The Emergency Management Officer shall receive an annual salary in an amount to be determined by the Mayor and Council.

### ARTICLE XIII

#### GRIEVANCE PROCEDURE

- A. To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to complaints occurring under this Agreement, the following procedures shall be used.
- B. For purposes of this Agreement, the term "grievance" means any complaint, difference or dispute between the Employer and any employee with respect to the interpretation, application or violation of any of the provisions of this Agreement or any applicable rule or regulation or policies, agreements or administrative decisions affecting any employee(s) covered by this Agreement.
- C. Disciplinary action shall not be subject to the grievance procedure.
- D. The procedure for the settlement of grievances shall be as follows:
- (a) **STEP ONE** In the event that any employee covered by this Agreement has a grievance, within ten (10) working days of the occurrence of the event being grieved, the employee shall present the grievance in writing to the Chief of Police or the officer in charge of the Department in the event of the Chief's absence. The Chief will respond to the grievance in writing within ten (10) days of receipt of the grievance. If no timely response is issued by the Chief, the grievance shall be deemed denied after the expiration of ten (10) days from the Chief's receipt.
- (b) **STEP TWO** If the Association wishes to appeal the decision of the Chief of Police (or the Captain in charge if the Chief is absent), it shall be presented in writing to the Employer's governing body or its delegated representative within ten (10) working days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Employer's governing body or its delegated representative may give the Association the opportunity to be heard and will give his decision in writing within twenty (20) working days of receipt of the written grievance.
- (c) **STEP THREE**
- (1) If no satisfactory resolution of the grievance is reached at Step Two, then within five (5) working days the grievance shall be referred to the Public Employment Relations Commission for the selection of an arbitrator, pursuant to the rules of said Commission. The decision of the arbitrator shall be final and binding upon the parties. The expense of the arbitrator shall be borne equally by the parties. Each party shall, however, be responsible for its own expenses including but not limited to the presentation of witnesses.
- (2) It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) calendar days after the decision rendered by the Employer's governing body or its representative on the grievance.
- (3) Employees covered by this Agreement shall have the right to process their own grievance without representation.

- (4) The cost of the arbitrator shall be borne equally by the parties, but each party shall be responsible for such other costs as he may incur.
  - (5) The arbitrator shall not have the authority or the power to add to, delete from or in any way modify the Agreement.
  - (6) The arbitrator shall render his opinion and award in any given case no later than thirty (30) calendar days after the close of the last day of hearing in that case.
  - (7) No more than one grievance may be submitted to an arbitrator at any one time in any one case unless the parties agree otherwise. Similarly, the arbitrator does not have the power or authority to hear evidence on nor render an opinion and award on more than one grievance in any given case unless the parties mutually agree otherwise.
- E. The PBA shall be permitted the use of office equipment and an office for the purposes of filing work-related grievances, with the consent of the police committee chairperson (councilperson). If the committee chairperson is not available due to the hour, and provided that the grievance preparation is not done on the employee's duty hours, office equipment may be used to prepare a grievance.

#### ARTICLE XIV

##### **CEREMONIAL ACTIVITIES**

- A. In the event a police officer in another department in the State of New Jersey is killed in the line of duty, the Borough will permit at least one uniformed police officer of the Borough to participate in the funeral service for the said deceased officer.
- B. Subject to the availability of same, the borough will permit a Borough police vehicle to be utilized by the members in the funeral service.
- C. 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 service, unless otherwise agreed to by the Chief of Police.

#### ARTICLE XV

##### **PERSONNEL FILES**

- A. 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 or other appropriate purposes by the police, mayor and/or governing body.
- B. Upon advanced notice and at reasonable time, any member of the Police Department may at any time review his personnel file. However, the appointment for review must be made through the Chief of Police or his designated representative.
- C. Whenever a written complaint concerning the actions of an officer 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 if he so desires. Such rebuttal, if any, shall be made in writing within (5) days once the copy has been made available to him and the rebuttal shall be placed in his file. When the employee is given a copy of the complaint, the identification of the complaint 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.

- D. All personnel files will be carefully maintained and safeguarded permanently and nothing placed in any file shall be removed there from. Removal of any material from a personnel file by any member of the force shall subject that member to appropriate disciplinary action.
- E. Each employee shall be supplied with a written certification from the Borough during the month of November of each year which shall state the number of accumulated vacation days, holidays taken, sick days, personal days and any other time which is available to the officer.

#### ARTICLE XVI

##### **NO STRIKE PLEDGE**

- A. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or concerted willful absence of a police patrolman from his duties of employment), work stoppage, slowdown, walk-out or other job action against the Borough.
- B. In the event of a strike, slowdown, walk-out or job action, the Association shall take all reasonable steps which are necessary to ensure that the employees covered under this Agreement return to work promptly.
- C. In the event of a strike, slowdown, walk-out or job action, it is covenanted and agreed that participation in any such activity by any Association member shall be deemed grounds for disciplinary action.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Association or its members.

#### ARTICLE XVII

##### **SEPARABILITY AND SAVINGS**

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.
- B. In the event either party to this Agreement desires to negotiate over the replacement of any provision which is inoperative as noted above, such party shall notify the other party of the Agreement, in writing. The parties specifically agree that negotiations over a replacement provision shall not be subject to interest arbitration.

#### ARTICLE XVIII

##### **FULLY BARGAINED PROVISIONS**

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargain-able issues, which were or could have been the subject of negotiations. During the term of this Agreement, neither party will 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 of the parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE XIX

STATE PBA DELEGATE

The Borough agrees to permit the State PBA delegate to attend conventions during work hours.

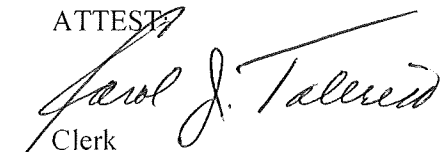
ARTICLE XX

TERM OF AGREEMENT

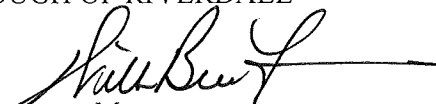
This Agreement shall be in full force and effect as of January 1, 2008 and shall remain in effect to and including December 31, 2012.

IN WITNESS WHEREOF, the parties hereunto set their hand and affixed their corporate seals the day and year first above written.

ATTEST:

  
Clerk

BOROUGH OF RIVERDALE

  
Mayor

ATTEST:

  
Secretary

RIVERDALE P.B.A.

  
President



**ADDENDUM TO 2000-2007  
COLLECTIVE NEGOTIATIONS AGREEMENT**

**between**

**THE BOROUGH OF RIVERDALE**

**and**

**LOCAL NO: 335, POLICEMEN'S BENEVOLENT ASSOCIATION**

The aforementioned parties hereby agree to the following Addendum of the 2000-2002 Collective Negotiations Agreement in accordance with the terms of their Memorandum of Understanding appended hereto. This addendum shall pertain solely to those matters in the aforesaid Collective Negotiation Agreement which relate directly to the trial schedule. The parties enter into this memorandum solely concerning a trial period for a 12-hour schedule.

The Borough may terminate the trial 12-hour schedule at its sole discretion, at any time, by providing the PBA with sixty (60) days notice. In such event, the provisions of this addendum are null and void, and all provisions of the Contract shall apply. The Borough retains the sole and absolute discretion to terminate the 12-hour trial schedule at anytime and the PBA agrees that the Borough has such exclusive authority. The PBA hereby waives any claim to challenge the unilateral change of the trial schedule by the Borough at any time whatsoever.

The Addendum shall supplement any contract between the PBA that is in place during the 12-hour test period. This Addendum shall also supersede and take precedence over any inconsistent provisions of said contract as long as this Addendum is operational.

It is understood that contractual items not contained within this Addendum shall not be altered or modified in any way by this Addendum. Furthermore, no contractual amendment contained within this Addendum, shall apply to any sworn officer of the Department classified as a sergeant or patrolman of the Patrol Force, except where, upon mutual agreement, the PBA voluntarily waives such contractual right in order to enter into a 12-hour trial schedule in accordance with the contractual amendments contained herein on behalf of all affected bargaining unit members.

In the interest of harmonious labor relations and to insure an accurate and valid evaluation of the 12-hour trial schedule, the PBA and the Borough agree that both parties shall contain and limit discussions of the progress and developing evaluations of the trial, work schedule and other matters related to the 12-hour trial schedule to the authorized administrative officials of the respective parties involved.

**FORMATION OF TEST SCHEDULE**

1. The Chief of Police has developed a trial 12-hour schedule for sergeants and patrolmen of the Patrol Force, which is based upon a twenty-eight (28) day work period consisting of twelve (12-hour) days on duty. See prototype schedule attached hereto. Said trial schedule also consists of rotating shifts where an officer rotates his shift after two cycles of each shift. The method of frequency of rotation may be modified upon mutual written agreement of the parties. It is acknowledged and agreed by the PBA that the Borough, through the Chief, can unilaterally terminate the trial schedule at any time in its sole discretion.
2. The Chief of Police shall determine the manning levels (that is, the exact number of sergeants and patrolmen) for each of the two shifts and four platoons that are necessary for the 12-hour trial schedule. In addition, the Chief of Police shall have the managerial right to alter said manning levels, from time to

time, as he deems appropriate and necessary to insure the efficient operation of the Department and/or where said adjustments shall be in the best interest of the Department.

### HOURS OF WORK AND ABSENCES FROM DUTY

1. Under the Department's existing work schedule and certain provisions of the existing collective negotiations agreement, all sworn officers of the Department are scheduled to work a series of 8-hour work days resulting in a total of 2,088 scheduled work hours per 52-week calendar year for which each officer receives a contractually specified annual salary. Also within the existing collective negotiations agreement are certain provisions which permit an officer to be absent from duty for varying numbers of 8-hour days which are credited as hours worked and included in the aforementioned 2,088 annual work hours.
2. Under the 12-hour trial schedule, officers working the 12-hour trial schedule will be scheduled to work 12-hour days as opposed to 8-hour days. If operational throughout an entire 52-week calendar year, said trial schedule would result in a total of 108 scheduled work hours over the contractually established 2,088 annual scheduled work hours. Since the existing collective negotiations agreement salary scales are based upon 2,088 scheduled hours, the additional 108 scheduled work hours generated by the 12-hour trial schedule would pose a significant overtime liability to the Borough. However, both the Borough and time PBA agree that overtime is based upon actual hours worked and not hours scheduled, therefore, both the Borough and the PBA agree that an officer working said schedule shall only be entitled to overtime compensation for those additional scheduled work hours that said officer actually works over and above the 2,088 scheduled hours for the year. Furthermore, the Borough and the PBA agree that, in calculating the total number of hours worked within a 52-week calendar year, said calculations shall include only those non-overtime hours worked which are scheduled by the Chief of Police or otherwise provided for in this Addendum, and shall exclude all overtime hours worked and otherwise compensated as a result of the various overtime provisions contained in the existing collective negotiations agreement including all sections of ARTICLE IV as modified in this Addendum.
3. Both the Borough and the PBA recognize that within the existing collective negotiations agreement are certain provisions which permit an Officer to be absent from duty for varying numbers of 8-hour workdays (i.e., vacation and bereavement leave only) which, if utilized, are credited as hours worked and included as such in the officer's 2,088 annual salaried work hours. The Borough and the PBA also recognize that those officers working the 12-hour trial schedule shall be working 12-hour workdays as opposed to 8-hour workdays. The borough and the PBA agree, therefore, that, except as otherwise provided for in this Addendum, during the 12-hour trial period those officers working said schedule shall utilize such compensated leave days in 12-hour blocks as opposed to 8-hour blocks. The Borough and the PBA further agree that, when an officer utilizes such 12-hour leave day, eight (8) hours of said leave day shall be credited as scheduled hours worked and included in the officer's 2,088 salaried contractual hours. The remaining four (4) hours utilized shall be deemed as additional schedule hours not worked, and shall be debited from the total number or scheduled excess work hours (those work hours over and above 2,088 work hours) generated by the 12-hour trial schedule. The parties further agree that sick leave shall accrue and be utilized based upon twelve (12) hour days. Therefore, all annual entitlements and banked time shall be converted to 12-hours and utilized accordingly on the basis of twelve (12) hour days.
4. The Borough recognizes that, as a result of managerial adjustments of an officer's work schedule as provided for in this Addendum, an officer working the 12-hour trial schedule may reach a period of time where said officer has an unused number of contractual compensated leave days and an insufficient number of scheduled excess work hours to charge against the utilization of said unused leave. The Borough, therefore agrees that in the event of such a situation the officer in question shall be permitted to utilize such unused compensated leave days in 4-hour blocks without loss of compensation and irrespective of the fact that the utilization of said unused compensated leave days in 4-hour blocks may

result in the officer working less than 2,088 scheduled work hours within a 52-week calendar year.

5. The PBA recognizes that, as a result of manpower shortages or personal choice, an officer working the 12-hour test schedule may work a 52-week calendar year without utilizing all his contractual compensated leave days which may result in said officer actually working a number of scheduled work hours in excess of 2,088 as generated by the 12-hour test schedule. The PBA therefore, agrees that should such a situation occur, the officer in question shall be compensated for said excess hours worked at the rate of one (1) hour straight compensatory time for each scheduled excess hour worked.

#### **OVERTIME**

1. During the "trial" period, Sections A and C of ARTICLE IV of the existing collective negotiations agreement shall be suspended for those officers working the 12-hour test schedule.
2. During the trial period, overtime for any officer working the 12-hour test schedule shall be defined as set forth in ARTICLE IV as currently provided in Section B.
3. Overtime shall be paid at the rate of one and one-half times an officer's base rate of pay when overtime is worked in connection with regular departmental assignments including school, crossing-guard duty, church-guard duty and official appearances. In computing overtime compensation, the nearest one-half hour shall be the smallest fraction of an hour to be counted.
4. The hourly rate shall be calculated by dividing the annual salary by 2,088.

#### **EXTENDED ABSENCES FROM DUTY**

At the discretion of the Chief of Police, any officer working the 12-hour trial schedule, who is or shall be absent from duty for eight (8) or more consecutive work days for reasons of illness, injury or military leave, may be temporarily placed on a 5/2 (8-hour Day) 40 hour work week schedule for the duration of said absence.

#### **TRAINING**

At the discretion of the Chief of Police, an officer working 12-hour schedule may be temporarily placed on 5/2 (8 - hour day) 40 hour workweek schedule for training purposes when said training exceeds a four (4) day period.

FOR THE BOROUGH

Dated:

FOR THE P.B.A.


Dated:

7-13-07  
 VS  
 [Signature]  
 PH

RANK	2008	2009	2010	2011	2012
training per week	450	459	459	468	468
1st 6 months	26,911	27,161	27,411	27,661	27,911
2nd 6 months	33,388	33,638			
3rd 6 months	40,084	40,334	40,584	40,834	
4th 6 months	46,777	47,027	47,277	47,527	47,777
comp. year 2	53,720	54,220	54,720	55,220	55,720
comp. year 3	60,413	60,913	61,413	61,913	62,413
comp. year 4	64,731	65,231	65,731	66,231	66,731
comp. year 5	69,158	69,658	70,158	70,658	71,158
comp. year 6	73,123	73,623	74,123	74,623	75,123
comp. year 7	84,422	87,779	91,270	94,901	106,000
Sergeant					
Year 1	86,779	90,231	93,820	97,553	108,000
Year 2	89,544	93,106	96,810	100,662	111,000
Lieutenant					
Year 1	93,184	96,891	100,747	104,757	116,000

## PBA Health Plan

The borough shall provide health insurance for all members and their family. The Borough shall pay the entire coverage for the NJ Plus Plan of the NJ State Health Benefits Plan. If a member chooses a different plan under the State Health Benefits Plan, the member will be responsible for any premium payment above that of the NJ Plus Plan. In the event the NJ Plus Plan diminishes or changes its benefits or coverage the Borough will provide the member with a plan that is equal to or better than that of the NJ Plus Plan at the time of this agreement.

KG  
EOW  
7-13-07  




## Rank and Grade Increase

All Officers hired after September 1989 shall receive a rank and grade increase. The rank increase will be a rank of 1<sup>st</sup> class added to the officer's rank. The base pay increase will be added to the rank increase at a rate of one thousand dollars at the start of the following years of service to the Borough of Riverdale:

Start of 12<sup>th</sup> year of service  
Start of 19<sup>th</sup> year of service  
Start of 24<sup>th</sup> year of service

Note: The rank increase will not require any change in uniform or it will not change any structure of seniority in that rank.

KS 7-13-07  
EDT  
PH

## MEMORANDUM OF AGREEMENT

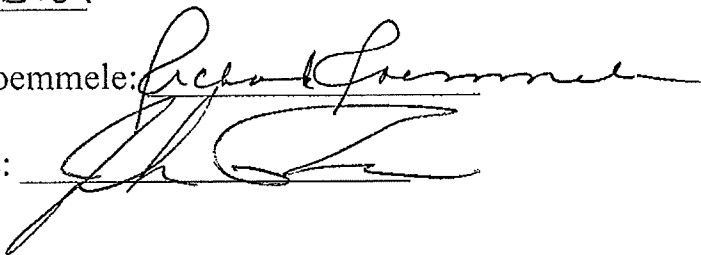
The Borough of Riverdale and the Riverdale PBA Local #335 agree to the following terms and agreements for the successor contract.

1. Lt. Richard Roemmele and Lt. John Peine will be promoted to the rank of Captain prior to the signing of the PBA contract.
2. Upon promotion Roemmele and Peine will be covered under the PBA's contract with the Borough except for the follow attached agreements.
3. Wage rates will be attached.
4. The health Plan that is in effect for the 2007 shall remain in effect

Date: 7/13/07

Richard Roemmele:

John Peine:

The image shows two handwritten signatures in black ink. The first signature, for Richard Roemmele, is written over a horizontal line and is a cursive script. The second signature, for John Peine, is also written over a horizontal line and is a cursive script.

### **Pay Rate for Captain**

2008 - \$96,891

2009 - \$104,757

2110 - \$116,000

<b>RANK</b>	<b>2008</b>	<b>2009</b>		<b>2010</b>	<b>2011</b>		<b>2012</b>
training per week	450	459	training per week	459	468	training per week	468
1st 6 months	26,911	27,161	Starting pay	27,411	27,661	Starting pay	27,911
2nd 6 months	33,388	33,638					
3rd 6 months	40,084	40,334	3rd 6 months	40,584	40,834	*	
4th 6 months	46,777	47,027	4th 6 months	47,277	47,527	year 2	47,777
comp, year 2	53,720	54,220	comp, year 2	54,720	55,220	year 3	55,720
comp, year 3	60,413	60,913	comp, year 3	61,413	61,913	year 4	62,413
comp, year 4	64,731	65,231	comp, year 4	65,731	66,231	year 5	66,731
comp, year 5	69,158	69,658	comp, year 5	70,158	70,658	year 6	71,158
comp, year 6	73,123	73,623	comp, year 6	74,123	74,623	year 7	75,123
comp, year 7	84,422	87,779	comp, year 7	91,270	94,901	comp, year 7	106,000
Sergeant							
Year 1	86,779	90,231	Year 1	93,820	97,553	Year 1	108,000
Year 2	89,544	93,106	Year 2	96,810	100,662	Year 2	111,000
Lieutenant							
Year 1	93,184	96,891	Year 1	100,747	104,757	Year 1	116,000