

AGREEMENT

BETWEEN

BOROUGH OF RIVER EDGE

AND

RIVER EDGE PBA LOCAL 201

---

JANUARY 1, 2007 THROUGH DECEMBER 31, 2009

---

SCARINCI & HOLLENBECK, LLC  
1100 Valley Brook Avenue  
P.O. Box 790  
Lyndhurst, New Jersey 07071-0790  
(201) 896-4100

INDEX

	PREAMBLE	1
ARTICLE 1	TERMS OF AGREEMENT	2
ARTICLE 2	RECOGNITION	3
ARTICLE 3	PROBATIONARY PERIOD	4
ARTICLE 4	APPLICABLE LAW	5
ARTICLE 5	CHECKOFF	6
ARTICLE 6	CONDUCTING OF PBA BUSINESS ON BOROUGH PREMISES	7
ARTICLE 7	BULLETIN BOARDS	8
ARTICLE 8	PERSONNEL FILES	9
ARTICLE 9	STEWARDS	10
ARTICLE 10	LEAVE OF ABSENCE	11
ARTICLE 11	DISCHARGE AND DISCIPLINE	12
ARTICLE 12	MANAGEMENT RIGHTS	13
ARTICLE 13	RULES AND REGULATIONS	14
ARTICLE 14	GRIEVANCES	15
ARTICLE 15	OVERTIME	19
ARTICLE 16	HOLIDAY OR DAYS OFF IN LIEU OF STATE HOLIDAYS	21
ARTICLE 17	LONGEVITY PAY	22
ARTICLE 18	SICK LEAVE	23
ARTICLE 19	BEREAVEMENT LEAVE	25
ARTICLE 20	VACATIONS	26
ARTICLE 21	NON-DISCRIMINATION	28
ARTICLE 22	COURT TIME	29

2008 MAR -1 P 2:08

**PERC**

ARTICLE 23	ON CALL DUTY	30
ARTICLE 24	RECALL TIME	31
ARTICLE 25	HEALTH AND WELFARE	32
ARTICLE 26	SAFETY AND UNIFORMS	34
ARTICLE 27	SEPARABILITY AND SAVINGS	35
ARTICLE 28	NO STRIKE - NO LOCKOUT	36
ARTICLE 29	HOURS OF WORK	37
ARTICLE 30	ANNUAL RATE OF PAY	38
ARTICLE 31	COLLEGE CREDITS	39
ARTICLE 32	TRAVEL AND MEAL ALLOWANCE	40
ARTICLE 33	MISCELLANEOUS	41
ARTICLE 34	UNIT MEMBERSHIP	42
ARTICLE 35	WORK INCURRED INJURY	44
ARTICLE 36	NO WAIVER	45
ARTICLE 37	SCOPE OF CONTRACT	46
SCHEDULE A/B	WAGES	47

PREAMBLE

THIS AGREEMENT made on the 14<sup>th</sup> day of Feb 2008, by and Between the BOROUGH OF RIVER EDGE, with its principal place of business at 705 Kinderkamack Road, River Edge, New Jersey, hereinafter called "the Borough" and RIVER EDGE PBA LOCAL #201 affiliated with the NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, hereinafter called "The PBA" with its principal place of business, care of the River Edge Police Department, 705 Kinderkamack Road, New Jersey.

WHEREAS, both parties to this Agreement have reached an understanding with respect to the employer-employee relationship existing between them, and wish to enter into an agreement.

NOW THEREFORE, in consideration of the terms, conditions and mutual promises and covenants hereinafter set forth, the parties agree as follows:

ARTICLE 1

TERMS OF AGREEMENT

1. The term of this Agreement shall be effective from January 1, 2007 and shall expire December 31, 2009. Both parties agree to commence negotiations for the year 2010 in accordance with then applicable rules of the Public Employment Relations Commission. Unless otherwise specifically provided herein all terms shall be effective January 1, 2007 for all employees employed as of the effective date of this Agreement.

2. In the event negotiations are not completed for a new agreement by the expiration date of this Agreement, the parties agree that this Agreement shall remain in full force and effect until such time as the new agreement is reached.

3. All notices shall be served by either party on the other party stating such intention to terminate or amend this Agreement and shall be sent by certified mail, return receipt requested in the case of the Borough to the Borough Clerk at the Municipal Building and in the case of the Employees to the PBA Local No. 201, River Edge Police Department.

4. The parties agree that they will exchange proposals for any proposed changes in this Agreement pursuant to the rules of the Public Employment Relations Commission.

5. The parties further agree that salary negotiations for 2010 will begin on or about September 1, 2009.

ARTICLE 2

RECOGNITION

1. The Borough recognizes the River Edge PBA Local #201 as the sole and exclusive bargaining agent of the bargaining unit for hours, wages and terms and conditions of employment. The bargaining unit includes all full time employees holding the rank of patrolman in the River Edge Police Department, and excludes, Sergeants, Lieutenants, Captains and the Chief of Police.

2. Those PBA members designated as the negotiating committee may attend all collective negotiations with the Borough provided that those men on duty at the time shall be on call with the additional provision that such absence from regular work assignments will not seriously interfere with the Borough's operations, and shall have the approval of the Chief of Police. Members of the PBA's negotiating committee on duty at the time that the negotiation sessions are being held shall suffer no loss of regular straight time pay for time spent on such negotiations.

3. Collective negotiating meetings shall be held at times and places mutually convenient at the request of either the Borough or the Employees.

4. The duly authorized negotiating agents of either the Borough or the PBA are not required to be employees of the Borough.

ARTICLE 3

PROBATIONARY PERIOD

1. All employees hired after the date of this Agreement shall be probationary employees for a period of one (1) year commencing on the date of hire. The probationary period may be extended by the employer for just cause, but such period shall not exceed six (6) additional months.

2. Probationary employees may be terminated or otherwise disciplined during the probationary period without recourse to any grievance or arbitration procedure. If so terminated, such employees shall be told the reasons for the termination and shall have the right to a hearing before the Borough Administrator.

ARTICLE 4

APPLICABLE LAW

The parties recognize and affirm that their relationship is governed by the New Jersey Public Employment Relations Act, Chapter 303 of the Laws of the 1968 (N.J.S.A. 34:13A-1 et seq.) and that they are bound by the rules and regulations of the New Jersey Public Employment Relations Commission. However, either party, to the extent permitted by law, may appeal an adverse decision of the aforesaid Commission to a court of competent jurisdiction.



ARTICLE 5

CHECKOFF

1. The Borough agrees to deduct from the pay of each employee in the bargaining unit, a sum certified in writing by the treasurer of the PBA to be uniform PBA dues and/or initiation fees; such deductions will be made only upon receipt by the Borough of a card authorizing said payroll deductions which is signed by the employee.

2. The card shall be in a form agreed to by the Borough and the PBA and shall be irrevocable for the length of this Agreement.

3. The card shall be filed with the Borough Clerk of the Borough and shall become effective in the first pay period of the first month after it has been received.

4. The deductions shall be made from the first pay period of each month and said deductions shall be mailed within five (5) working days to the treasurer of the PBA together with a list of the names of the employees from whose pay such deductions have been made.

5. The remittance will be deemed correct if the PBA does not give written notice to the Borough within fifty-six (56) calendar days after receipt of the same of its belief that the remittance is believed to be incorrect. The PBA assumes full responsibility for the remittance upon receipt of the same.

6. The Borough shall have no responsibility for collection of fees or dues which are not expressly stated in the Agreement.

7. The PBA agrees to indemnify and hold the Borough harmless from any claim or action commenced by an employee against the Borough which arises out of the aforesaid deduction.

ARTICLE 6

CONDUCTING OF PBA BUSINESS ON BOROUGH PREMISES

The PBA Local shall be permitted the use of a meeting room in either the Public Safety or Administration Building for regular monthly meetings.

ARTICLE 7

BULLETIN BOARDS

1. Borough shall supply one (1) bulletin board of suitable size for exclusive use by the PBA at a place which is convenient for all employees in the bargaining unit. Said bulletin board shall be used only for notices pertaining to PBA business and shall not contain any partisan political material or material degrading to the Borough or its employees. It shall be the duty of the PBA President to supervise the contents of the bulletin board.

2. All material to be posted on the bulletin board shall be submitted for approval to the Chief of Police, which approval shall not be unreasonably withheld.

ARTICLE 8

PERSONNEL FILES

1. A separate personal history file shall be established and maintained for each employee covered by this Agreement. Personal history files are confidential records and shall be maintained in the Office of the Chief of Police.

2. Any member of the Police Department may, by appointment, review his personnel file. This appointment for review must be made through the Chief of Police or his designated representative.

3. 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; initialed by him, and he shall be given the opportunity to rebut it, in writing, if he so desires within a reasonable time period of receipt or he shall waive his right to do so; and he shall be permitted to place said rebuttal in his file.

4. All personal history files will be carefully maintained and safeguarded permanently. Nothing placed in any file shall be removed therefrom.

ARTICLE 9

STEWARDS

1. The PBA President or the Vice-president, acting in his absence, shall have the right to receive and present grievances in accordance with the provisions of this Agreement.
2. The President or the Vice-president may attempt to settle a grievance during working hours without loss of pay, provided the time specified meets with the approval of the Chief of Police.

ARTICLE 10

LEAVE OF ABSENCE

1. A permanent full-time employee may request a personal leave of absence for good cause without pay for a period not to exceed twenty-four (24) working days. Leave may be granted with the approval of the Chief of Police and at the discretion of the Council and subject to the needs of the Borough.

2. A leave of absence may be renewed upon request of the employee and it may be granted for reasons deemed proper by the Chief of Police and at the discretion of the Council.

3. The Council reserves the right to revoke a leave of absence for good cause for emergency reasons upon written notice of ten (10) working days.

4. All decisions of the Council regarding leaves of absence shall be discretionary.

5. At the expiration of such leave, the employee shall be returned to the position from which he is on leave and shall be entitled to all increases granted during his leave for his job title. There shall be no retroactive pay pursuant to this Article.

6. During all personal leaves of absence, seniority shall be retained.

ARTICLE 11

DISCHARGE AND DISCIPLINE

1. A permanent employee covered by this Agreement may be discharged, suspended or otherwise disciplined for just cause according to State law.
2. Letters or reprimand or verbal warnings shall be subject to grievance but not arbitration.
3. A grievance by an employee claiming that he has been unfairly discharged or suspended must be submitted to the Council in writing, within fourteen (14) working days of the disciplinary action.
4. Any employee whose grievance has been sustained shall be returned to his former position and will be compensated at his regular rate of pay for all or any portion of pay lost during the period of discharge or suspension.

ARTICLE 12

MANAGEMENT RIGHTS

Nothing in this Agreement shall interfere with the right of the Borough in accordance with applicable law, rules and regulations to:

1. Carry out the statutory mandate and goals assigned to the municipality utilizing personnel, equipment, methods and means in the most appropriate and efficient manner possible.

2. Manage employees of the Borough, to hire, promote, transfer, assign or retain employees in positions with the Borough and in that regard establish work rules, in accordance with Borough ordinances and State Laws.

3. Suspend, demote, discharge or take other appropriate disciplinary action against an employee for reasonable cause, in accordance with Borough ordinances and State Laws.

4. The Borough is not obligated to negotiate, grieve or arbitrate on such issues as would significantly interfere with the exercise of inherent managerial prerogatives pertaining to the determination of governmental policy.



ARTICLE 13

RULES AND REGULATIONS

1. Proposed new work rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.
2. Each employee covered by this agreement shall be provided with a complete copy of all rules and regulations to which said member may be held accountable. Modifications and/or updates to said rules and regulations shall also be provided.

ARTICLE 14

GRIEVANCES

1. Definition.

A. The term "grievance" is hereby defined as any difference or dispute between the Borough and any employee; or group of employees covered by this Agreement arising over the interpretation or adherence to the terms of this Agreement. This grievance procedure is further meant to provide means by which employees covered by this Agreement may appeal the interpretation, application or violation of policies, agreements and administrative decisions affecting them.

2. Purpose.

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to problems which may arise. The parties agree that this procedure will be kept as informal as may be appropriate.

B. Nothing herein contained shall be construed as limiting the right of any employee, or group of employees, having a grievance to discuss the matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the PBA.

3. Steps of the Grievance Procedure.

A. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

**STEP ONE**

1. An aggrieved employee or employees shall institute action under the provisions hereof, within fourteen (14) calendar days of the occurrence, or his knowledge of the

occurrence, of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee(s) and his (their) immediate supervisor for the purpose of resolving the matter informally. Failure to act within said fourteen (14) days shall be deemed to constitute an abandonment of the grievance. The grievant shall have the right to state the action requested to be taken.

2. The supervisor shall render a decision, in writing, within seven (7) calendar days after receipt of the grievance.

3. A failure to respond within the prescribed time period shall be deemed a denial of the grievance at this step.

#### **STEP TWO**

1. In the event a satisfactory settlement has not been reached, or the supervisor has not rendered his decision as required above, the employee (s) shall, in writing, and signed, file his (their) grievance with the Police Chief (or his representative) within seven (7) calendar days following the determination by the supervisor. An earnest effort shall be made to settle the grievance informally by the Police Chief.

2. The Police Chief, or his representative, shall render a decision, in writing, within fourteen (14) calendar days from the receipt of the grievance.

3. A failure to respond within the prescribed time period shall be deemed a denial of the grievance at this step.

#### **STEP THREE**

1. In the event the grievance has not been resolved at Step Two, then within fourteen (14) calendar days following the determination at Step Two, the matter may be submitted to the Borough Administrator. An earnest effort shall be made to settle the grievance informally by the

Borough Administrator.

2. The Borough Administrator of the Borough shall review the matter and make a determination within thirty (30) calendar days from the receipt of the grievance.

3. A failure to respond within the prescribed time period shall be deemed a denial of the grievance at this step.

#### **STEP FOUR - ARBITRATION**

1. If a grievance is not settled at Step Three, such grievance shall, at the request of the grievant, be referred to the Public Employment Relations Commission for selection of an arbitrator according to its rules. Such referral must be made within fourteen (14) calendar days of the denial of the grievance at Step Three. Failure to proceed within the time set forth for arbitration shall be deemed a waiver of the right to arbitration.

2. The decision of the arbitrator shall be final and binding upon the parties.

3. The decision of the arbitrator shall be in writing and shall include the reasons for such decision. The arbitrator appointed under the above procedure shall be limited to interpretations of this Agreement. He shall have no power to enlarge upon or reduce the obligations of the parties under the Agreement.

4. The Arbitrator shall be bound by the provisions of this Agreement and by the Constitution and Laws of the State of New Jersey, and shall be restricted to the application of the facts presented to him involving the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

5. The costs for the services of the arbitrator shall be borne equally by the Borough and the Association. Any other expenses, including, but not limited to the presentation of

witnesses, shall be paid by the parties incurring same.

ARTICLE 15

OVERTIME

1. It is recognized that the needs of the Borough may require overtime work beyond the employee's standard daily or weekly schedule, although it is the policy of the Borough to avoid the necessity of overtime work whenever possible.

2. The Chief of Police and the Borough shall have authority in their sole discretion to declare an emergency as "emergency" is defined in N.J.S.A. 40A:14-134.

3. In all situations of earned overtime, employees shall be compensated at one and one-half (1½) times the regular rates of pay. Such compensation may be taken as paid compensation (time and one-half the employee's hourly rate of pay) or as compensatory time off (one and one-half hours off for each hour of overtime worked) at the employee's sole option. If compensatory time is elected by the employee, then such time shall be taken subject to Departmental approval. If accrued time is not taken or scheduled by November 15<sup>th</sup>, then it is to be paid as paid overtime compensation not later than December 15<sup>th</sup>.

4. The current schedule of work for the Police Department is incorporated herein and made, a part hereof. The overtime shall be computed on all work performed in excess of eight (8) hours of a completed tour of duty. It shall also be computed for work performed in excess of a forty (40) hour week based on the fifty-six (56) day schedule, e.g.:

A. Patrolman works nine (9) hours in one tour of duty. He would receive one (1) hour overtime.

B. Patrolman's normal tour for a week is thirty-two (32) hours and the following week, normal tour is six (6) days at eight (8) hours, or forty-eight (48) hours. He would not receive any overtime. If on the basis of the fifty-six (56) day schedule, he only worked forty (40) hours average for each week in that cycle, and then the patrolman shall not be eligible

for overtime except for each hour of work, which he may have performed in one day which exceeds eight (8) hours for such day.

5. For hours worked in excess of forty (40) hours in the regularly scheduled work week, the Borough will pay one and one-half (1½) times the regular rate of pay.

6. For purposes of computing overtime and determining whether an employee is entitled to the overtime pay, the vacation days and holidays which are recognized by the Borough shall be considered as eight (8) hours worked by an employee.

7. (A) Each employee covered herein shall be credited two (2) scheduled compensatory days off per each fifty-six (56) day cycle, which days shall be utilized pursuant to the currently existing vacation procedures. Days accrue as each cycle occurs.

(B) Each employee covered herein shall be entitled to utilize four (4) vacation days as x days and the accumulation of vacation and scheduled comp days from year to year shall be increased to a maximum of twelve (12) days cumulative.

(C) All overtime work performed on Saturday and Sunday shall be compensated at the time and one-half (1½) rate of pay.

8. During hours worked in excess of eight (8) hours a day, employees shall receive appropriate meal and rest periods as provided by law.

9. "Travel time" to schooling is specifically excluded from the provisions of this Article except to the extent superseded by FLSA.

ARTICLE 16

HOLIDAY OR DAYS OFF IN LIEU OF STATE HOLIDAYS

1. There are recognized the following paid holidays for all Borough employees during each calendar year, as follows:

New Years Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	General Election Day
Easter	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Floating holiday

2. Each employee shall be compensated at the overtime rate of one and one-half (1½) times the regular rate of pay for a maximum of the recognized holidays for that year.

3. If any other group of employees is granted an additional holiday not through collective negotiations the same benefit will be granted to the employees covered herein.

4. The entire holiday benefit shall be folded in and paid along with regular payroll. The entire value of the holiday benefit would therefore be included within all calculations related to base pay.



ARTICLE 17

LONGEVITY PAY

1. In addition to their annual rate of pay as set forth in Schedule "A" employees shall also, during the years of employment specified below, receive a percentage of their base annual rate of pay as specified.

0-4 Years of employment	0%
5-8 Years of employment	2%
9-12 Years of employment	4%
13-16 Years of employment	6%
17-20 Years of employment	8%
21 or more Years of employment	10%

2. Longevity pay shall be paid in each regular pay period.

3. The right to longevity pay shall accrue on the anniversary date of employment.

For all purposes longevity pay shall be considered as base pay.

4. If any other group of employees is granted additional longevity not through collective negotiations then the same benefits will be granted to the employees covered by this Agreement.

ARTICLE 18

SICK LEAVE

1. Sick leave, as used herein, shall be defined as any illness, injury or disability that prevents an employee from performing his normal duties, or where an employee is quarantined because of exposure to a contagious disease or illness.

2. The employee shall notify the Department at least one (1) hour prior to the commencement of his tour of duty whenever possible. Said notice shall state the nature of the cause of the absence from duty.

3. Where an employee is out on sick leave for four (4) or more consecutive days, or where an employee has established a pattern of sick time use, the Department may, at its discretion, reasonably require the employee to submit acceptable medical evidence substantiating the absence.

4. The Borough may require an examination by a physician retained by the Borough of an employee absent for medical reasons. However, such examination shall be at the sole cost and expense of the Borough and a copy of the results of such examination shall be supplied to the employee.

5. All employees covered by this Agreement shall be granted unlimited sick leave on an "as needed" basis, up to a maximum of one (1) year for each occurrence of need except for employees hired after January 1, 1990 who shall during their first year of employment be limited to fifteen (15) sick days prorated according to their length of service.

6. The employee organization recognizes the right of the employer to discipline, in accordance with applicable law, any employee who misrepresents facts or malingers under this clause.

7. The PBA in no way endorses or supports any person who misrepresents fact or malingers under this law.

ARTICLE 19

BEREAVEMENT LEAVE

1. Every permanent full-time employee upon the death of a member of the immediate family shall be granted reasonable leave with pay at his regular rate not to exceed a maximum of three (3) days from the date of death to the day after interment. In determining reasonable leave, consideration shall be given to the relationship of the employee to the deceased and the responsibility for making funeral arrangements.

2. A member of the immediate family is defined as spouse, sister or brother, or son or daughter, mother, father, father-in-law, mother-in-law and grandparents.

3. An employee must produce proof of death and relationship to obtain the benefits under this Article.

4. If an out-of-state funeral requires additional time, leave may be granted at the discretion of the Chief of Police.

ARTICLE 20

VACATIONS

1. Employees covered by this Agreement shall receive paid vacations at their regular rate of pay as provided in this Article. The vacation schedule reflected herein is peculiar to the Police Department's eight (8) day work cycle and their eight (8) week work schedule.

2. During the period beginning on the date of hire as a full-time employee and ending on the first (1<sup>st</sup>) succeeding December 31<sup>st</sup>, an employee may earn up to twelve (12) working days vacation at the rate of one (1) day for each full month of employment provided that he has satisfactorily completed the probationary period. If an employee does not satisfactorily complete the probational period or is discharged by the Borough he shall not be entitled to any vacation. If an employee begins work on or before the 15<sup>th</sup> of the month, he shall earn vacation credit for that month.

3. During the second (2<sup>nd</sup>) through the ninth (9<sup>th</sup>) year of full-time employment, inclusive, an employee shall receive thirteen (13) working days vacation.

4. During the tenth (10<sup>th</sup>) year through fourteenth (14<sup>th</sup>) year of full-time employment, inclusive, an employee shall receive nineteen (19) working days vacation.

5. During the fifteenth (15<sup>th</sup>) through the nineteenth (19<sup>th</sup>) year of full-time employment, inclusive, an employee shall receive twenty-two (22) working days vacation.

6. During the twentieth (20<sup>th</sup>) year and all subsequent years of full-time employment, an employee shall earn and receive twenty-five (25) working days vacation.

7. In arranging the vacation schedules, seniority shall be respected.

8. In arranging schedules, vacations may be taken in single eight (8) hour tours at the discretion of the employee, with the approval of the Chief of Police.

9. An employee leaving the employ of the Borough after proper notice and before the completion of an entire year shall be paid for the vacation due him on a prorated basis.

10. If any greater vacation benefits are granted to any other group of Borough employees during the period of this Agreement but not through collective negotiations, said benefits will be granted to the employees covered by this Agreement.

11. Up to twelve (12) vacation days may be carried over from one year to the next year subject to the manpower needs of the Police Department. The permission of the Chief of Police for such carry over will not be unreasonably withheld.

ARTICLE 21

NON-DISCRIMINATION

There shall be no discrimination against any employee because of race, creed, color, sex age or national origin.

ARTICLE 22

COURT TIME

The employee shall be paid for court appearances if such appearance is on behalf of the Borough, or the employee is called in his capacity as a Police Officer. Court time, when the same is overtime, shall be paid at the rate of time and one-half (1½) with a guarantee of two (2) hours.



ARTICLE 23

ON CALL DUTY

Members assigned to the Detective Bureau and the Juvenile Bureau shall receive four (4) hours compensatory "time off" for each day they are placed on an on-call status for duty in the Detective Bureau. However, if a man is called to duty, the actual time spent on assignment will be deducted from the four (4) hours compensatory "time off."

ARTICLE 24

RECALL TIME

If an employee is recalled to duty by the Borough two (2) or more hours prior to start of their next regularly scheduled work day, then they shall be paid for the hours of recall at the rate of time and one-half (1½) with a guarantee of two (2) hours.

ARTICLE 25

HEALTH AND WELFARE

1. It is agreed that all health and welfare benefits presently in effect for all the employees covered by this Agreement which have been uniformly recognized or granted by the employer will remain in effect for the term of this Agreement, unless the same has been expressly abridged in writing, by this Agreement.

2. Unless specifically stated to the contrary, there shall be no diminution of the present health and welfare benefits during the term of this Agreement.

3. The Borough shall enroll employees who file the necessary and required statements in the New Jersey State Health Benefits Program as it exists on the date of this Agreement. Enrollment shall include the employee's dependents as defined by the plan. The full cost of the plan will be paid by the Borough.

4. The Borough shall enroll employees that file the necessary and required statements in the New Jersey State Health Benefits Program which will become available (Blue Cross/Blue Shield, 14/20 Series) and continue the State Health Benefits Program during the term of this Agreement. Enrollment shall include the employee's dependents as defined by the plan. The full cost of the plan will be paid by the Borough.

5. If, for any reason, the aforementioned plan or a part thereof, is withdrawn by the carrier, the Borough will obtain comparable coverage for the employees.

6. The Borough reserves the right to change insurance carriers or institute a self insurance program so long as the same or substantially similar benefits are provided.

7. Effective January 1, 2008, all officers in the PBA bargaining unit shall contribute \$20.00 per pay period for health benefits.

8. The Borough shall implement a 125 plan for tax purposes so such compensation

can be on a pre-tax basis.

ARTICLE 26

SAFETY AND UNIFORMS

The Borough agrees that it will comply with all provisions of the Federal Safety Laws and Safety Laws of the State of New Jersey. Officers shall be required to maintain and be outfitted in the Department prescribed uniform of the day. All employees are required to report to work with up-to-date, clean proper uniforms as determined by the Chief of Police. Failure to satisfy the uniform maintenance requirement may result in discipline.

ARTICLE 27

SEPARABILITY AND SAVINGS

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

ARTICLE 28

NO STRIKE - NO LOCKOUT

1. Neither the PBA nor any of its members shall engage in any job action, strike, work stoppage or slowdown, or any illegal interference with the operation of the Borough during the term of the Agreement. The PBA agrees that it shall use its best efforts to prevent acts forbidden herein, on the part of any employee or group of employees and, in the event of any such acts take place by an employee, the PBA agrees it will use its best efforts to cause an immediate cessation thereof, or picketing during each employee's tour of duty.

2. The Borough will not engage in any lockout of employees covered by this Agreement during the term of this Agreement.

ARTICLE 29

HOURS OF WORK

1. The standard weekly work schedule shall consist of an average of forty (40) hours on a changing rotating eight (8) hour per tour basis. The numerical composition of each tour shall be determined by the Chief of Police.

2. During the eight (8) hour tour, the employees shall be allowed with pay one (1) fifteen (15) minute rest period during the morning; and one (1) fifteen (15) minute rest period in the afternoon. The lunch period shall be one-half (1½) hour and the employee shall be paid for the duration thereof.

3. In case of an emergency, the relief period may be shortened and the employee required to work without additional pay, but every effort will be made to allow the employee his relief period.



ARTICLE 30

ANNUAL RATE OF PAY

1. Employees shall be paid an annual rate of pay in accordance with their job title and rank set forth in the attached Schedule "A". Effective October 1, 2007, all new hires will be hired pursuant to a new salary schedule set forth in the attached schedule "B".

- a. Effective January 1, 2007, a \$700 adjustment shall be added to all steps.
- b. Effective April 1, 2007, all steps shall be increased by 4%.
- c. Effective April 1, 2008, all steps shall be increased by 4.25%.
- d. Effective April 1, 2009, all steps shall be increased by 4.25%.

2. Any employee performing the duties of a higher rank on a temporary basis for a period of seventy- five (75) consecutive days, will receive the higher rank's rate of pay starting on the seventy-sixth (76th) day of performing with that higher rank, starting with the rank of sergeant, until such time as the temporary need is fulfilled and completed.

ARTICLE 31  
COLLEGE CREDITS

A college credit program is established on the following criteria:

A. Each employee shall receive Ten Dollars (\$10.00) per credit hour to a one hundred twenty-eight (128) credit hour maximum in a matriculating program of police science or its equivalent at an accredited college.

B. An employee shall not receive Ten Dollars (\$10.00) per credit hour until he has accumulated a minimum of twelve (12) credit hours earned while employed by the Borough; payment from the first credit earned.

C. All patrolmen hired after October 1, 1984, who possess a degree in Police Science or Criminal Justice will not be paid for college credits until the completion of their third year on the force, and they will receive ten (\$10.00) dollars per credit up to a maximum of 128 credits.

D. Payment by the Borough shall be made on the first of January next following the calendar year during which a college credit has been earned, provided, however, that the employee receives a passing grade from the institution providing such courses.

E. Employees hired after January 1, 1990 shall receive tuition refunds only.

ARTICLE 32

TRAVEL AND MEAL ALLOWANCE

Employees covered by this Agreement shall receive twenty (\$0.20) cents per mile whenever they may be required to use their own automobile for travel on police business (including schools and court appearances), as measured from the Borough Hall.

Whenever the employees are caused to remain out of the Borough of River Edge on police business (including schools and court and administrative agency appearances) during meal periods, they shall be compensated at the rate of five (\$5.00) Dollars, per meal period.

ARTICLE 33

MISCELLANEOUS

1. In all references to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number shall be deemed to refer to and include the appropriate gender or number, as the text may require.

2. All the terms, covenants and conditions herein contained shall inure to the benefit of and shall bind the respective parties hereto, their legal representatives, successors and assigns.

3. Employees shall not be required to be residents of the Borough, unless otherwise provided by law.

ARTICLE 34

UNIT MEMBERSHIP

1. Membership in the employee organization (PBA 201), hereinafter in this clause called PBA, is not compulsory. Regular employees have the right to join, non-join, maintain or drop their membership with the PBA, if they see fit. Neither party shall exert any pressure on or discriminate against any employee as regarding such matters.

2. The Borough will withhold, from the salaries of those employees who are covered by this Agreement and who have not executed authorizations permitting the employer to withhold the full amount of union dues, a representation fee in lieu of dues which shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by Local 201 to its own members, less the costs of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such representation fee exceed eighty-five (85%) percent of the uniform annual dues charged by Local 201 to its members. The employer shall forward the amount so deducted to the Local. The Local represents to the employer that it has established a demand and return system and that it is in compliance with all requirements imposed upon the Local pursuant to Law, 1979 c. 477 and the employer's obligation pursuant to this paragraph is contingent upon the Local's continued compliance therewith.

3. The Local will defend, indemnify and save the employer harmless against any and all demands, suits or other forms of liability which may arise out of or by reason of action taken by the employer at the request of the Union pursuant to this Article.

4. In the event that employees hired after the effective date of this Agreement do not within sixty (60) days of the date of hire execute written authorizations for withholding of union

dues pursuant to this Article, then the provisions of paragraph one (1) hereinabove, shall be effective.

ARTICLE 35

WORK INCURRED INJURY

The Borough represents that all employees covered by this Agreement are covered by a Worker's Compensation Insurance Policy and that it will continue to provide such coverage as required by statute.

ARTICLE 36

NO WAIVER

Except as otherwise provided in this Agreement the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof. 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 37

SCOPE OF CONTRACT

1. The parties acknowledge that they have had full opportunity to bargain concerning the terms and conditions of employment and that the within Agreement is the entire Agreement of the parties and that during the term of the Agreement, neither party is obligated to negotiate any further terms and conditions of employment.

2. Those benefits and practices, which intimately and directly affect the work and welfare of the employees and on which a negotiated agreement would not significantly interfere with the exercise of inherent managerial prerogatives pertaining to the determination of government policy shall be continued provided that such benefits and practices have been expressly recognized by the employer and uniformly applied to all employees in the bargaining unit.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at River Edge, New Jersey on this 14th day of February 2008.

**ATTEST:**

**BOROUGH OF RIVER EDGE**

By: *Denise A. Bonds*

by: *Margaret Salakee Watkins*

**ATTEST:**

**RIVER EDGE PBA LOCAL 201**

By: *Denise A. Bonds*

by: *Craig M. Casey*

WAGES

SCHEDULE A

ANNUAL RATE OF PAY:

Rank	4/1/07	4/1/08	4/1/09
Patrol Officer Probationary (1 <sup>st</sup> Six Months)	34,757	36,234	37,774
Patrol Officer Probationary (2 <sup>nd</sup> Six Months)	43,264	45,103	47,020
Patrol Officer 5	58,624	61,115	63,712
Patrol Officer 4	68,869	71,796	74,847
Patrol Officer 3	74,356	77,516	80,810
Patrol Officer 2	83,132	86,665	90,348
Patrol Officer 1	92,454	96,383	100,479

SCHEDULE B

(Employees hired on or after October 1, 2007)

ANNUAL RATE OF PAY:

Rank	4/1/07	4/1/08	4/1/09
Patrol Officer Probationary (1 <sup>st</sup> Six Months)	32,720	34,111	35,561
Patrol Officer Probationary (2 <sup>nd</sup> Six Months)	41,253	43,006	44,834
Patrol Officer 6	49,786	51,902	54,108
Patrol Officer 5	58,319	60,798	63,382
Patrol Officer 4	66,852	69,693	72,655
Patrol Officer 3	75,385	78,589	81,929
Patrol Officer 2	83,918	87,484	91,202
Patrol Officer 1	92,454	96,383	100,479

2008 MAR -1 P 2:08

PERC