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A G R E E M E N T

Between

The Riverdale Police Superior Officers Association

And

The Borough of Riverdale

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Coverage Period  
January 1, 1992 thru December 31, 1994

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Definitions

S.O.A.	Riverdale Police Superior Officers Association Consisting of Officers above the rank of Sergeant.
Borough	The Borough of Riverdale. The Mayor and Council or their representative(s).
Longevity Compensation	Longevity is computed as follows: Yearly salary multiplied by the members present percent added to the annual salary.
Overtime Rate	The Rate of Pay determined by the following: Annual Salary times longevity percent added divided by 2088 multiplied by 1.5% .
Holiday	The calendar day as stated in Official Holiday list posted by the Chief of Police.
Detective	Those members whose primary responsibility is assignment to the investigative branch of the Riverdale Police Department.
Employer	The Riverdale Borough

This agreement, made this SEPTEMBER 94  
day of ~~August~~, 1992

by and between:

The Borough of Riverdale, a municipal Corporation of the  
state of New Jersey with offices located at the Borough Hall,  
Riverdale, Morris County, New Jersey,

Hereinafter called the "Borough".

And:

The Riverdale Police Superior Officers Association, with  
its principal office at Borough Hall, Riverdale, Morris  
County, New Jersey,

Hereinafter Called the "S.O.A."

Whereas, pursuant to and in accordance with the terms  
and spirit of Chapter 303 of the Public Laws of 1968, the  
Employer and the S.O.A. have met and negotiated the terms and  
conditions of the employment of the officers;

Whereas, both the Employer and the S.O.A. believe in  
the soundness of the principles of collective bargaining and  
contracting; and

Whereas, these negotiation have resulted in an agreement  
respecting the terms and conditions of employment;

Now, therefore, in consideration of the mutual promises  
and covenants herein contained, it is mutually agreed by and  
between the parties as follows:

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Section 1. Recognition.

A consent election was held on December 12, 1987 and the Employer agrees to continue to recognize any deal or agreement with the S.O.A. through its respective officers as the exclusive representative of all Lieutenants and Captains.

Section 2. Coverage.

It is intended and agreed that this agreement shall cover all matters pertaining to employment, wages, hours, compensation and working conditions concerning the S.O.A. in the performance of the statutory duties of the police department, except insofar as said matters are governed by The Riverdale Police Department Rules and Regulations and New Jersey Statutes Annotated 40A:14-147 et seq.

Section 3. Tour of Duty and Overtime .

A. The regular tour of duty will be eight (8) hours per day, forty (40) hours per week. The work schedule shall be as established by the Chief Of the Riverdale Police. Any Schedule change which is made on less than 48 hours notice shall result in the entire period of work so changed to be compensated one and one half times the regular hourly rate of the officer working the shift.

B. In the event an officer of the department shall have cause to work over the scheduled 8 hours period, said officer shall be compensated at the rate of one and one half times the regular hourly rate of the officer working the shift for all hours worked.

Overtime shall be paid to the officers for the following:

1. Whenever an officer is required to attend a court hearing outside his regular tour of duty the member will be compensated as follows:

a. Riverdale Municipal Court. Members shall be paid the overtime rate for all hours needed to attend Riverdale Municipal Court. This time will be a minimum of 2 hours.

b. All members shall be paid the overtime rate for all hours needed to attend courts other than Riverdale Municipal Court. This shall be a minimum of 2 hours.

Section 4. SALARY COMPENSATION

The salaries shall be in accordance with the provisions of exhibit A attached hereto and made part hereof.

Section 5. Work Related Injuries and Disability

1. In the event an officer sustains a work related injury, as recognized and defined by the prevailing law of Worker's compensation in the State of New Jersey, the Employer shall grant a leave of absence for a period of six 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 his police duties. Upon demand of the employer the said officer shall submit to a physical examination by a physician selected by the employer. In the event that the physicians chosen by the parties differ on the issued of the officer's ability to perform his police duties, the parties shall confer and agree upon the choice of a third physician whose judgement shall be binding on both parties. Immediately upon expiration of the aforesaid leave of absence the officer shall return to his police duties provided he is certified by his physician to be fit for duty. Upon demand of the employer the said officer shall submit to a physical examination by a physician selected by the employer. In the event that the physicians chosen by the parties differ on the issue of the officer's ability to perform his police duties, the parties shall confer and agree upon the choice of a third physician whose judgement shall be binding on both parties. 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. All salary and benefits shall be paid to the officer while said officer is on this leave of absence.

In the event the officer is not fit to return to his police duties at the conclusion of the first six months leave of absence the officer may apply for additional periods of leave not to exceed eighteen (18) months during which periods said officer shall receive no salary compensation, however all medical benefits provided by this contract shall remain in effect. Prior to granting additional periods of leave the Employer may require that the officer submit a certificate of a physician attesting to the officer's inability to perform his police duties. Upon demand of the employer the said officer shall submit to a physical examination by a physician selected by the employer. In the event that the physicians chosen by the parties differ on the issued of the officer's ability to perform his police duties, the parties shall confer and agree upon the choice of a third physician whose judgement shall be binding on both parties.

Immediately upon expiration of the aforesaid leave of absence the officer shall return to his police duties provided he is certified by his physician to be fit for duty. Upon demand of the employer the said officer shall submit to a physical examination by a physician selected by the employer. In the event that the physicians chosen by the parties differ on the issue of the officer's ability to perform his police duties, the parties shall confer and agree upon the choice of a third physician whose judgement shall be binding on both parties.



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. In the event the officer is unable to return to his police duties as defined under paragraph 1 of this agreement, the officer, at the termination of the last leave of absence the officer shall be permitted to use all his accumulated sick days and vacations days prior to any additional period(s) of leave.

Section 6. Non-Work related Injuries and Disability

1. In the event an officer sustains a non-work related injury, the Employer shall grant a leave of absence for a period of six months with pay and all other benefits provided by this agreement; provided, however, that the officer shall submit a certificate of a physician attesting to the officer's inability to perform his police duties. Upon demand of the employer the said officer shall submit to a physical examination by a physician selected by the employer. In the event that the physicians chosen by the parties differ on the issue of the officer's ability to perform his police duties, the parties shall confer and agree upon the choice of a third physician whose judgement shall be binding on both parties. Immediately upon expiration of the aforesaid leave of absence the officer shall return to his police duties provided he is certified by his physician to be fit for duty. Upon demand of the employer the said officer shall submit to a physical examination by a physician selected by the employer. In the event that the physicians chosen by the parties differ on the issue of the officer's ability to perform his police duties,

the parties shall confer and agree upon the choice of a third physician whose judgement shall be binding on both parties. In the event the officer is not fit to return to his police duties at the conclusion of the first six months leave of absence the officer may apply for additional periods of leave not to exceed (18) months during which periods said member shall receive full medical benefits as provided by this agreement.

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. All salary and benefits shall be paid to the officer while said officer is on this leave of absence. In the event the officer is unable to return to his police duties as defined under paragraph 1 of this section, the officer, at the termination of the last leave of absence shall be permitted to use all his accumulated sick days and vacations days prior to any additional period(s) of leave.

Upon demand of the employer the said officer shall submit to a physical examination by a physician selected by the employer. In the event that the physicians chosen by the parties differ on the issue of the officer's ability to perform his police duties, the parties shall confer and agree upon the choice of a third physician whose judgement shall be binding on both parties.

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.

Section 7. Special Leave and Vacations.

A. Members of the S.O.A. shall be granted three (3) days off with pay in the event of the death of a member of his immediate family, (spouse, children, siblings, parents, grandparents in-laws). This period of leave will not be charged against any other leave.

B. Members of the Association shall be given fifteen (15) sick days each year at a rate of 1 and 1/4 days per month, with a 300 maximum day accumulation. Any accrued and un-used sick leave at the time of retirement shall be compensated up to a maximum of 180 days at the rate of \$30.00 per day.

C. Members of the S.O.A. shall receive vacations as outlined by the following schedule:

- 0 thru the 5th year service.....2 weeks
- End of 5th year service thru 11th year.. 3 weeks
- 12th year thru 19th year service.....4 weeks
- 20th year on.....5 weeks

Section 8. Longevity and Holidays .

A. Members of the S.O.A. shall be paid longevity compensation at the following rates:

- 5 years service.....2%
- 10 years service.....4%
- 15 years service.....6%
- 20 years service.....8%
- 25 years service.....10%


B. Members of the S.O.A. shall receive twelve (12) paid holidays per year.

C. Holiday Pay: In the event a members is scheduled to work a listed holiday those members shall receive the sum equivalent to time and one half for the entire shift. In addition the member shall be given one (1) day off.

D. Each member of the S.O.A. shall be entitled to two (2) personal days off each year. These may be used if approved by the Chief of Police.

October 1, each year each member shall be given a written certification from the Chief of Police which shall state the number of accumulated vacation days, holidays taken, sick days and personal days and any other time which is available to the officer. There shall be no pyramiding of time.

Section 9. Clothing and Equipment Maintenance.

A. The Borough shall provide members with the appropriate issue of regulation uniform and equipment for each rank. Thereafter the Borough shall pay to the members the sum of, <sup>1992</sup> ~~1989~~, \$850.00, <sup>1993</sup> ~~1990~~ <sup>850<sup>00</sup></sup> \$1,000.00, <sup>1994</sup> ~~1991~~ \$850.00  dollars per year payable on April 1st of each year to each officer for maintenance and replacement of clothing. The borough will also pay for the replacement of damaged leather goods (gun belt items ) as needed. Payment will be made as soon as Municipal Budget is passed. Each member shall be responsible for maintaining and replacing worn out clothing to conform to department standards.

Section 10. Damage to personal Property.

In the event an officer shall suffer damage or loss of personal items thru the performance of his duty. The Borough agrees to pay for the replacement of said items. To a maximum of \$125.00 per loss or damage.

Section 11. Eyeglass Purchase and Replacement

If a member requires Prescription Safety eye glasses for the performance of his duties, the Borough will pay up to one hundred and twenty five dollars for such prescription. If these glasses are damaged during the performance of the members duties the Borough will repair and or replace these glasses up to one hundred and twenty five (\$125.00) dollars.

Section 12. Dental Repair.

In the event a member while performing his duties, suffers damage that would require dental repair, the Borough will pay all costs for said repair including repair of full dentures and any orthodontist services.

Section 13. Pay days.

All members of S.O.A. shall be paid semi-Monthly. Overtime pay will be paid on the second pay day of each month.

Section 14. Medical Insurance.

The Borough will maintain all insurance policies presently in effect for the members of the S.O.A.. The Borough will pay the entire premium for all insurance. The Health insurance policy presently in effect is: Blue Cross and Blue Shield of New Jersey Group Number 0032120 coverage code 650/257 P.A.C.E Program. with specific member coverage.

The Borough may change any of the insurance plans or carriers or self-insure under this provision provided the subsequent policy provides substantially similar coverage. The Borough must provide the policy coverage and details to the S.O.A. 60 days prior to any prospective change. If the association feels that the proposed coverage is not of equal

benefit the Borough and the association agree to have the issue heard thru arbitration. The Borough agrees to postpone any change until a decision is rendered by the arbitrator.

Section 15.

Legal Aid.

The Borough will provide an attorney and pay all resulting fees for the defense of any member of the S.O.A. charged with a complaint or court action arising from the performance of his duties, whether on or off official duty. The Borough Attorney will represent the member unless it is a conflict of interest. In such case the officer will submit a selection of his choosing, who shall be approved by the Mayor and Council and whose fees shall be approved by said body in advance. The approved legal rate is (\$60.00) dollars per hour, together with necessary costs and expenses.

Notwithstanding the provisions of the above paragraph 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 above only where the member of the Department has complied with and as required pursuant to NJSA 40A et seq.

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

Section 16.

Training.

The Borough will provide the ammunition for firearms qualifications as required by law. The Borough will provide the required ammunition for at least One (1) off duty weapon.

Compensation for all such training shall be in compensatory time off at the straight rate up to a maximum of eleven (11) hours in a twenty-eight (28) day work period.

Section 17.                      Other Compensation

A. Travel Expenses.

In the event a member is required to use transportation other than a borough vehicle the member will be compensated at a rate of .35 cents per mile traveled. A report of mileage will be filed with the Chief of Police.

B. Travel Insurance

If a member while using transportation other than a Borough vehicle is involved in an accident or subsequently is involved in litigation arising from the use of this vehicle, the Borough agrees to provide insurance coverage as per rider attached, The steel letter.

C. Meal Reimbursement.

All members while attending an approved school will receive compensation of \$7.50 per meal.

D. Compensatory Time

Members of the S.O.A. while performing Firearms Certification shall be credited compensatory time. This time will be calculated at the rate of one and one half hour compensatory time for each hour worked. This time will be compensated at the Overtime rate if the member is scheduled to work an additional shift during the day of qualifying.

compensatory time for each hour worked. This time will be compensated at the Overtime rate if the member is scheduled to work an additional shift during the day of qualifying.

E. Detective Bureau Compensation.

For members whose primary responsibility is the assignment to the investigative branch of the department these members shall in addition to the salary structure appendix (A) attached hereto, shall receive an additional \$1,200.00 per year as compensation for hours worked in his capacity of Detective. This compensation will be paid in the form of semi monthly payments of \$50.00 included in the base pay rate.

Section 18.

Grievance Procedure

To provide for the expeditious and mutually satisfactory settlement of grievance arising with respect to complaints occurring under this contract the following procedures shall be used.

For the purpose of this contract, the term "grievance" means any complaint, difference or dispute between the Employer and any employee with respect to the interpretation, application, or violation of any of the provisions of this agreement or any applicable rule or regulation or policies, agreements or administrative decision effecting any employee(s) covered by this contract.

Disciplinary Action shall not be subject to the grievance procedure.



The procedure for settlement of grievance shall be as follows:

(a) Step One

In the event that any employee covered by this contract has a grievance, within ten (10) working days of the occurrence of the event being grieved, the member shall present the grievance in writing to the Chief of Police. In the event of the Chief's absents, the grievance shall freeze until his return. The Chief shall respond in writing within ten (10) working days, to the grieving member.

(b) Step Two

If the member wishes to appeal the decision of the Chief of Police (or person in charge of the station) the grievance shall be presented in writing to the Mayor and Council or their representative within ten (10) days following the expiration of the first ten (10) days. This presentation shall include all correspondence relating to the matter grieved. The Mayor and council or its representative shall within twenty (20) days forward it decision in writing to the member.

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 such arbitration shall be shared equally by the both parties.

2. It is agreed between the parties that no arbitration hearing shall be held until thirty (30) days after the decision rendered by the Mayor and Council or their representative on the grievance.

3. Members covered by this contract shall have the right to process their own grievance with out representative.

Section 19. Ceremonial Activities

In the event a police officer of another police agency of the State of New Jersey is killed in the line of Duty the Employer will permit at lease one officer to participate in the funeral service for the killed officer.

Subject to availability of same, the Employer will provide a police vehicle for use at said funeral.

Section 20. Personnel Files

A personnel file shall be established and maintained for each member. Such files are confidential records and shall be maintained in the office of the Chief of Police and may be used for promotions, disciplinary, and evaluation purposes by the Chief of Police.

Upon advance notice and at reasonable times, any member may review his personnel file. However, this appointment must be made thru the Chief of Police or his designated representative.

Whenever a written complaint concerning a member is placed in the members personnel file, a copy shall be given to the member. The member shall have the right to rebut this complaint if he so desires and shall be permitted to attach his rebuttal to the complaint.

All personnel files shall be carefully maintained and safeguarded by the Chief of Police.

All Complaints against members of this unit wherein no action has been taken will be removed from the files after thirty (30) days.

Section 21.                    Management Rights

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 the United States.

All of the above shall be limited by the specific and expressed terms of this agreement and then only to the extent such specific and expressed terms of this agreement are in conformance with the Constitution of the State of New Jersey and the United States as well as the appropriate statutes of each.

Section 22.                    No Strike Pledge

The S.O.A. agrees that during the term of this agreement the Association nor any person acting in its behalf will cause or take part in any strike, work stoppage, slowdown, walk-out or any other job action against the Borough.

The Association also agrees that its members will take all reasonable steps to negate any of the actions described above.

Section 23.                    Separability and Savings

If any provision of this agreement 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 remain in effect.

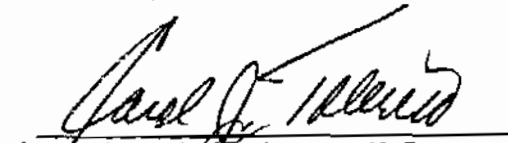
Section 24. Term of Agreement

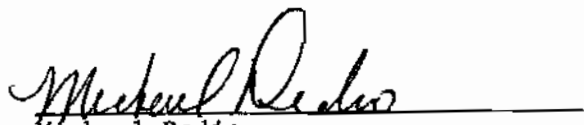
The terms of this contract shall take effect <sup>MI 9</sup>  
retroactively on and to January 1, 198<sup>92</sup>~~9~~ and shall remain in  
full force and effect until December 31, 19<sup>94</sup>~~91~~ and can only be  
modified by a subsequent Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set  
their hands the day and year first above written.

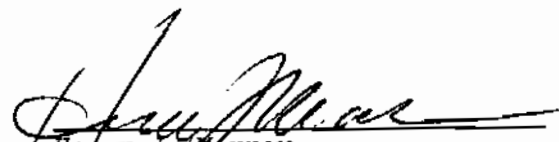
Attest:

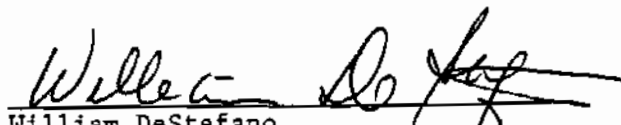
BOROUGH OF RIVERDALE

  
Carol J. Talerico, R.M.C.  
Municipal Clerk

  
Michael Dedio  
Mayor

THE RIVERDALE POLICE SUPERIOR OFFICERS ASSOCIATION

  
Henry J. Morrow  
Lieutenant

  
William DeStefano  
Captain

DATED: 9-19-94

**Riverdale Police Superior Officers  
Association Contract 1992-1994**

**EXHIBIT -A-  
BASE SALARY**

	<i>5 1/2</i> <u>1992</u>	<i>4</i> <u>1993</u>	<i>4</i> <u>1994</u>
<b>Captain</b>	\$56,059.00	\$58,301.00	\$60,633.00
<b>Lieutenant</b>	\$52,148.00	\$54,234.00	\$56,403.00