

**WORK AGREEMENT  
BETWEEN  
THE BOROUGH OF RIDGEFIELD  
AND  
THE RIDGEFIELD COMMUNITY SERVICE OFFICERS**

**EFFECTIVE JANUARY 1, 2010 THROUGH DECEMBER 31, 2014**

## **Article I - PREAMBLE**

This Agreement, made this 24th day of August, 2012, by and between the **BOROUGH OF RIDGEFIELD**, in the county of Bergen, State of New Jersey, a municipal corporation of the State of New Jersey (hereinafter referred to as the "BOROUGH"), and the **RIDGEFIELD COMMUNITY SERVICE OFFICERS** (hereinafter referred to as the "RCSO").

## **Article II - RECOGNITION**

- A. The Borough recognizes the RCSO as the exclusive collective negotiations agent for all full-time community service officers employed by the Borough.
- B. Unless otherwise indicated, the term "Community Service Officer" (hereafter, "CSO"), when used in this Agreement, whether in the singular or plural, whether male or female, refers to all persons represented by the RCSO.

## **Article III - NO STRIKE OR LOCKOUT PLEDGE**

- A. It is recognized that the need for continued and uninterrupted operation of the Borough's Departments and Agencies is of paramount importance to the citizens of the Community, and that there should be no interference with such operations.
- B. The RCSO covenant and agree that during the term of this Agreement, neither the RCSO nor any person acting in its behalf will cause, authorize, or support any strike (i.e., the concerted failure to report for duty, or willful absence of a CSO from his/her position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the CSO's duties of employment), work stoppage, slowdown, walk-out or other job action against the Borough.
- C. There shall be no lockouts of the any persons represented by the RCSO.

## **Article IV - NON-DISCRIMINATION**

Neither the Borough nor the RCSO shall discriminate against any employee because of race, creed, religion, color, age, sex, national origin or handicap.

## **Article V – DEPARTMENT REPRESENTATIVES**

- A. The Borough recognizes the right of the RCSO to designate a representative and an alternate for enforcement of this Agreement.
- B. The RCSO shall notify the Borough, in writing of the names of the representative and alternate and notify the Borough of any changes.

- C. The authority of the representative and alternate so designated by the RCSO shall be limited to and shall not exceed the following duties and activities:
  - 1. The investigation and presentation of grievances shall be in accordance with the provisions of this Agreement. In the presentation of grievances, the aggrieved shall always have access to the grievance hearing and shall normally be present.
- D. The designated representative and alternate shall be granted time without loss of pay to attend grievance hearings and meetings when such hearings and meetings are scheduled during normal work hours. The representative and alternate will be required to investigate matters on their off-duty time and will not be compensated in any fashion for participating in grievance procedures during off-duty hours.

#### **Article VI – DATA FOR FUTURE BARGAINING**

- A. The Borough agrees to make available for inspection all relevant data in the public domain which the RCSO may require to bargain collectively.
- B. The relevant data noted above shall include, but shall not be limited to such items as salaries and benefits enjoyed by other employee groups, the cost of various insurance and other programs, information concerning overtime worked by employees, the total number of sick leave days utilized by employees, the total number of injuries on duty, and other data of a similar nature.
- C. The Borough shall incur no additional expenses by virtue of this Article. This Article shall not apply to any attorney-client work product.

#### **Article VII – RECALL AND OVERTIME**

- A. Any CSO who is called back to work after having completed a regular shift shall be entitled to overtime pay at the rate of one and one half times (1 ½) his or her hourly rate after ten (10) hours per day or forty (40) hours during the week.
- B. A CSO workday (at the time this Agreement was prepared) is defined as a ten (10) hour workday. A CSO work week (at the time this Agreement was prepared) is defined as a forty (40) hour work week. In the event that a CSO must remain on duty after the specified shift, the CSO will be compensated at a rate of one and one half (1 ½) times of his or her regularly based salary. **THE BOROUGH RESERVES THE RIGHT TO CHANGE THE WORK SCHEDULE NOT TO EXCEED 40 HOURS PER WEEK.** A CSO shall be considered to be on duty at all times during the normal workday and forty-hour workweek. Every effort will be made to provide a customary lunch period during these work hours, but it is recognized that on occasions the duties and emergencies/exigencies of the job

may interfere with this customary right. When such interference occurs, no additional compensation of any form will be paid.

- C. At the discretion of management, a full-time CSO will be allowed to remain after a shift if additional duties are warranted.

#### **Article VIII – MATERNITY LEAVE**

The RCSO will adopt the Borough policies and/or ordinances outlining the guidelines for such leave that are currently in place and enjoyed by all other employee groups.

#### **Article IX – SALARIES AND WAGES**

- A. Effective January 1, 2010, each full-time CSO who has been employed by the Borough for one (1) year at that time shall receive a stipend of \$750.00 in addition to the base salary that such Employee was receiving as of December 31, 2009. This amount will not be rolled into the base pay.
- B. Effective January 1, 2011, each full-time CSO who has been employed by the Borough for one (1) year at that time shall receive a stipend of \$750.00 in addition to the base salary that such Employee was receiving as of December 31, 2009. This amount will not be rolled into the base pay.
- C. Effective January 1, 2012, each full-time CSO who has been employed by the Borough for one (1) year at that time shall receive a salary increment of one and a half percent (1.5%) above the base salary that the CSO was receiving as of December 31, 2011.
- D. Effective January 1, 2013, each full-time CSO who has been employed by the Borough for one (1) year at that time shall receive a salary increment of one and a half percent (1.5%) above the base salary that the CSO was receiving as of December 31, 2012.
- E. Effective January 1, 2014, each full-time CSO who has been employed by the Borough for one (1) year at that time shall receive a salary increment of two percent (2%) above the base salary that the CSO was receiving as of December 31, 2013.
- F. Any CSO who has been employed for less than one (1) year as of January 1 in any of the above years shall receive his or her initial salary increment on the anniversary date of his or her employment and shall thereafter receive his or her next salary increment on the January 1 immediately following the said anniversary date of employment.

#### **Article X - LONGEVITY**

In addition to base salary and commencing as of January 1, 2009, each employee covered under this Agreement shall receive longevity payments based upon the employee's length of service with the Borough in accordance with the following schedule:

On completion of the:

10th year of employment - 2% additional pay on base pay.

15th year of employment - 4% additional pay on base pay.

20th year of employment - 6% additional pay on base pay.

This shall be based upon the date the employee was hired.

#### **Article XI - SICK LEAVE**

- A. Each full time CSO may be allotted sick leave with pay for a period not exceeding ten (10) working days in aggregate during each calendar year on account of sickness or related cause of absence which may be considered by the Borough as a sufficient and legitimate excuse for the CSO's failure to be present, and not in attendance upon his or her duties, provided the reason for his or her absence and the good faith of the CSO in making the application for such leave shall be shown to the Council by such reasonable evidence as may be required. Any unused sick days shall accrue without limit until the CSO's retirement, resignation or termination.
1. **Vacation and sick leave periods may be combined in the event and to the extent that a Borough approved licensed physician has recommended (in writing) an absence from work in excess of the sick leave earned and/or accrued by the CSO at that time, but only in the event that the long continued sickness of the CSO warrants such case.**
  2. Sick leave shall also include exposure to a contagious disease which would endanger the health of co-workers, illness in the immediate family of the CSO which requires the CSO's personal care and dental, optical or medical examinations or treatments when such professional services are not readily available outside of working hours.
- B. In all cases of sick leave, the CSO shall notify and inform the Department Head of the reason for said sick leave. Any absence on account of sickness which exceeds five (5) days shall require a written statement from a physician stating the nature of the illness, the time required to be absent from work and that the CSO has been under the care of the physician. At the request of the Borough or Department Head, such a statement may be required for absence due to illness for a period of less than five (5) days. The parties acknowledge that the Borough or Department Head, at their request, may require any CSO to be examined by a licensed physician. The parties further acknowledge that the Borough reserves the right to

waive such requirement and to require any CSO to be examined by a physician designated by the Borough in order to have the CSO certified as fit for duty before the CSO may return to work.

- C. A CSO who shall be absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than five (5) days shall submit applicable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one day or less in which case only one certificate shall be necessary for a period of six (6) months.
- D. During protracted periods of illness, the Borough may require interim reports on the condition of the CSO on weekly or biweekly periods from the attending physician. A certificate of a reputable physician in attendance shall be required if sufficient proof of need of leave of absence of the CSO or the need of the CSO's attendance upon a member of the immediate family. In case of leave of absence due to a contagious disease, a certificate from the Borough's Department of Health shall be required. In the case of recurring or chronic illness, a doctor's certificate may be required once every six (6) months when a CSO is absent because of same.
- E. CSO's having exhausted all their sick leave will not receive any further sick leave or compensation in lieu thereof until same has been accumulated and earned by the CSO's subsequent service.
- F. Abuse of sick leave shall be cause of disciplinary action.
- G. Severance of employment prior to the use of all or any part of such sick leave terminates all right for compensation hereunder.
- H. Upon retirement from a Retirement System, CSO's are entitled to be paid at the rate of one (1) day for every three (3) days of accumulated sick time. The calculation of the accumulated sick time shall be based on the base pay plus longevity for the daily rate of pay for the year in which the retirement occurs, provided, however, that no such lump sum accumulated sick leave payment shall exceed \$15,000.00. The calculation of the per diem rate for the sick days shall be as follows.

The calculation of the per diem rate for the sick days shall be as follows:

Yearly Base Salary + Longevity = Total Salary  
Total Salary / 26 pays = Bi-weekly Salary  
Bi-weekly Salary / 80 hours = hourly rate  
Hourly rate x 10 hrs = Rate of pay per day.

**For Example:**

$$\$45,530.00 + \$910.60(\text{longevity}) = \$46,440.60$$

$$\$46,440.60/26 = \$1,786.18$$

$$\$1,786.18/80 = \$22.33$$

$$\$22.33 \times 10 = \$223.30$$

$$\$223.30 = \text{Rate of pay per day.}$$

## Article XII - VACATIONS

- A. As per Borough Ordinance No. 1240, CSO's shall be entitled to vacation as follows:
1. During a CSO's first year of service with the Borough, the CSO shall earn and accumulate vacation time at the rate of one (1) day for each thirty (30) days of service, subject to a maximum of five (5) working days during the first year of employment. No vacation may be used by a CSO until that CSO shall be in the Borough service for one hundred eighty (180) days.
  2. Upon completion, on the anniversary date, of a CSO's first (1<sup>st</sup>) year of service, the CSO shall be entitled to ten (10) working days' vacation.
  3. Upon completion, on the anniversary date, of a CSO's fifth (5<sup>th</sup>) year of service, the CSO shall be entitled to fifteen (15) working days' vacation.
  4. Upon completion, on the anniversary date, of a CSO's tenth (10<sup>th</sup>) year of service, the CSO shall be entitled to twenty (20) working days' vacation.
  5. As set forth above, accumulation of vacation time shall be measured and computed by using each CSO's starting employment date with the Borough and not against a calendar year. Where a CSO has been employed a fraction of a calendar year on his or her anniversary date, utilized vacation time shall be pro rated.
- B. Arrangements for dates of vacation periods will be made by the Chief of Police so that leaves will not conflict with the proper performance of duty. Seniority which is defined as continuous employment with the Borough from the date of the last hire, shall be given due consideration by the Chief of Police or the Borough in determining preference for vacation.
- C. Vacations shall be based on anniversary of employment dates, that is, the date on which the CSO is hired.
- D. A CSO who resigns prior to the completion of his/her anniversary date of his or her employment shall receive the pro-rated portion of that year's vacation benefit.

- E. If a CSO is terminated by the Borough because of a reduction of work force, said CSO shall be entitled to a pro-rated amount of vacation pay, based on the time spent on employment that year.
- F. In the event of dismissal of any CSO by the Borough for reasons other than a reduction of work force, the CSO shall not be entitled to any pro-rated vacation pay for that portion of the year.
- G. The Chief of Police or the Borough may revoke vacations in the event that an emergency is declared.

### **Article XIII – HOLIDAYS AND PERSONAL DAYS**

- A. All CSO's shall receive eleven (11) paid holidays per year in accordance with the Borough's present practices provided that the holiday (or equivalent day off) falls within the four (4) day work schedule. If it is determined that a CSO is needed to work any of the eleven (11) holidays (when approved by the Chief of Police or designated supervisor) this CSO shall receive his or her regular base salary holiday pay plus time and a half.
- B. All CSO's shall receive two (2) paid personal days to be utilized from January 1 to December 31, inclusive and not accruable.
- C. Arrangements for days off will be made by the Chief of Police so that leaves will not conflict with the proper performance of the CSO duties.
- D. Per-diem employees shall not be entitled to any of the above sections.

### **Article XIV – FUNERAL LEAVE**

~~Each employee covered by this Agreement is entitled to three (3) days paid leave for a death in the immediate family. Immediate family, for the purpose of this article, is defined as spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren.~~

### **Article XV- UNIFORM ALLOWANCE**

Each full time CSO shall be entitled to Six Hundred Dollars (\$600.00) per year. This amount shall be paid directly to the CSO on or about October 1<sup>st</sup> of each qualifying year. This amount will not be rolled into the base pay.

### **XVI – EDUCATION AND MEETINGS**



It is recognized that CSO's are required to attend and successfully complete certain education courses and professional meetings in order to continue to perform the customary duties of a CSO and retain proper state certification as EMT's. The Borough will pay for courses, materials, conventions and professional meetings deemed necessary by the CSO's directory personnel and approved by the Mayor and Council. All such courses and meetings are to be taken during normal off-duty time unless specifically authorized by the Chief of Police or the Borough.

## **XVII – GRIEVANCE PROCEDURE**

- A. Definition. The term “grievance,” as used herein, means any controversy or dispute arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement, or of the policies, directives, orders or administrative decisions affecting the terms and conditions of employment, and may be presented by an individual CSO, group of CSO, or the RCSO.
- B. Steps of the Grievance Procedure. 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:

The moving party shall present the grievance in writing signed by the aggrieved to the Chief of Police within ten (10) working days of the occurrence giving rise to the grievance for the purpose of resolution. The Chief of Police shall make whatever additional investigation is necessary and shall, within ten (10) working days after presentation of the grievance, give his decision.

### Step Two:

If a grievance is not resolved at Step One, the moving party may, within ten (10) working days of receipt of the answer in Step One, submit the written grievance to the Borough's designee, who shall give his or her answer within ten (10) working days of the presentation of the grievance in Step Two.

### Step Three:

If the grievance is not resolved in Step Two, it may be appealed in writing within thirty (30) working days after receipt of the answer in Step Two to the Governing Body. Upon receipt of an appeal by the Borough's designee referenced in Step Two, a meeting may be scheduled to discuss the grievance within fifteen (15) days of receipt of the appeal. The decision of the Mayor and Council shall be made not later than twenty-one (21) working days after receipt of the appeal.

### Step Four:

- (1) In the event the grievance has not been resolved at Step Three, the RCSO may, within ten (10) working days, request arbitration. The arbitrator

shall be chosen in accordance with the Rules and Procedures of the Public Employment Relations Commission of the State of New Jersey.

- (2) The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented and involved in 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.
  - (3) The costs of the services of the arbitrator shall be borne equally between the Borough and the RCSO. Any other expense incurred, including, but not limited to the presentation of witnesses, shall be paid by the party incurring same.
  - (4) The decision of the arbitrator shall be final and binding.
- C. Failure by the Borough at any Step of the Grievance Procedure to communicate its written decision on a grievance within the specified time period shall permit the aggrieved to proceed to the next Step. Failure at any Step of the Grievance Procedure to appeal a grievance to the next Step within the specified time period shall be deemed an acceptance of the decision rendered at that Step. The time limits set forth herein may be extended by mutual agreement in writing.

#### **Article XVIII - PERSONNEL FILES**

- A. A personnel file shall be 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 the Borough Clerk.
- B. Upon advance notice and at reasonable times, any CSO may review his or her personnel file. However, this appointment for review must be made through the Police Chief and the Borough Clerk. The CSO may place a rebuttal in his or her file if he or she disagrees with any document found during the review.
- C. Whenever a written complaint concerning a CSO or his or her actions is to be placed in his or her personnel file, a copy shall be made available to him or her and he or she shall be given the opportunity to rebut it if he or she so desires; and he or she shall be permitted to place such rebuttal in his or her file.
- D. All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom, except as hereinafter set forth.

#### **Article XIX -WORK-INCURRED INJURY**

- A. Where an employee covered under this Agreement suffers a work-incurred or work connected injury or disability, said employee shall be entitled to all benefits accruing under the provisions of the Workers Compensation Act as provided by law.
- B. The employee shall be required to present evidence by a certificate of a Borough approved physician that he or she is unable to work and, the employer may reasonably require the Employee to present such certificate from time to time.
- C. Time off for treatment, recuperation or rehabilitation for an injury that occurs on duty and/or a communicable illness contracted as a result of an exposure while on duty shall not be construed as sick leave under the sick leave policy heretofore agreed upon between the Borough and the RCSO.

#### **Article XX - DISABILITY COVERAGE**

The Borough shall continue to provide disability coverage for the employees covered by this Agreement. Such coverage shall take effect only after the exhaustion of all sick leave due a CSO and shall be paid at the same rate provided by the Statutes of the State of New Jersey and for the same duration as provided by the Ordinances of the Borough of Ridgefield.

#### **Article XXI – PENSION**

The RCSO will adopt Borough policies at the present level under the Public Employee Retirement Systems. (PERS).

Notwithstanding the previous paragraph, this Article shall be modified to be consistent with Chapter 78, P.L. 2011, which made various changes to pension benefits for public employees.

#### **ARTICLE XXII – MEDICAL, DENTAL AND EYE CARE**

- A. Medical Coverage: The Borough shall continue the current medical or equivalent insurance program for employees covered by this Agreement and their eligible dependents.
- B. Dental Plan: The Borough agrees to provide a dental plan entitled “New Jersey Dental Plan, Inc., The Delta Dental Plan,” or like Dental Plan and pay for the full costs thereof for all covered Employees.
- C. Eye Care Plan: The Borough agrees to reimburse employees covered by this Contract for all eye care expenses for said employees and spouses or children. Eye care expenses shall include, but not be limited to, all expenses related to eye examination, medical treatments and prescription related to the eyes, eyeglasses, frames, lenses, etc. The Borough’s total obligation for all covered eye care

expenses shall not exceed the sum of Two Hundred Dollars (\$200.00) per year for any individual employee and employee's spouse.

- D. Modifications: This Article shall be modified to be consistent with Chapter 78, P.L. 2011 and Chapter 2, P.L. 2010. Pursuant to Chapter 78, commencing on June 28, 2011, Employees are required to contribute to the cost of their health insurance premiums at a rate of 1.5% of base salary, or a percentage of the premium as set by statute – whichever is higher. This percentage of premium contribution rate is phased in over four years and reaches a maximum of 35% of the premiums by the fourth year. Newly hired employees immediately start contributing at the full contribution rate.

To the extent that contributions have not been made pursuant to Chapter 78, P.L. 2011, or Chapter 2, P.L. 2010 (effective date of May 21, 2010), the Borough has the right to request them retroactively.

#### **Article XXIII – INSURANCE**

The Borough will indemnify all employees covered by this Agreement from civil suits arising out of the performance of their duties including but not limited to items specified under the Job Description.

#### **Article XXIV- MANAGEMENT RIGHTS**

The Borough hereby reserves and retains unto itself all powers, rights, duties and responsibilities conferred upon and vested in it by the laws and constitutions of the State of New Jersey and the United States including, but not limited to, the following:

1. The executive management and administrative control of the Borough of Ridgefield and its properties and facilities and the activities of its employees.
2. The hiring of all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment and assignment and to promote and transfer employees.
3. The right to suspend, demote, discharge, or take other disciplinary action for just cause.

#### **Article XXV - PRESERVATION OF RIGHTS**

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

## **Article XXVI - SEPARABILITY AND SAVINGS**

If any provision of this Agreement or any application of this Agreement to any CSO or a group of CSO's 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.


## **Article XXVII - TERM AND RENEWAL**

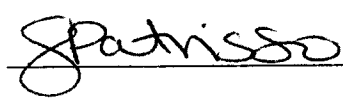
This Agreement shall be in full force and effect as of January 1, 2010, except as noted in individual Articles, and shall remain in effect until December 31, 2014. Negotiations for a successor agreement shall commence on or about October 1st prior to the expiration date of this Agreement.

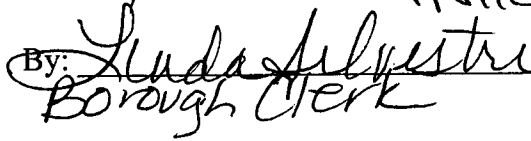
IN WITNESS WHEREOF, the parties have hereunto set their hands at the Borough of Ridgefield, Bergen County, New Jersey, on the 24th day of August, 2012.

BOROUGH OF RIDGEFIELD

RIDGEFIELD COMMUNITY SERVICES OFFICERS

By:   
\_\_\_\_\_  
Mayor 9/8/12

 9/4/2012  
\_\_\_\_\_

By:   
\_\_\_\_\_  
Borough Clerk

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

10/1/12  
10/1/12