

AGREEMENT

Between

BOROUGH OF RIVERDALE

And

RIVERDALE PBA LOCAL NO 335

JANUARY 1, 2023 through DECEMBER 31, 2026

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE	3
I	RECOGNITION	4
II	MANAGEMENT RIGHTS	4
III	SALARIES	5
IV	TOUR OF DUTY AND OVERTIME	5
V	OUTSIDE CONTRACTOR WORK	6
VI	TWELVE HOUR SCHEDULE	7
VII	WORK RELATED & NON-WORK-RELATED INJURIES	9
VIII	SPECIAL LEAVE AND VACATIONS	11
IX	LONGEVITY AND HOLIDAYS	14
X	CLOTHING AND EQUIPMENT MAINTENANCE	15
XI	PAY DAYS	16
XII	INSURANCE	16
XIII	LEGAL AID	16
XIV	TRAINING	17
XV	OTHER COMPENSATION	18
XVI	GRIEVANCE PROCEDURE	19
XVII	CEREMONIAL ACTIVITIES	21
XVIII	PERSONNEL FILES	22
XIX	NO STRIKE PLEDGE	23
XX	SEPARABILITY AND SAVINGS	23
XXI	FULLY BARGAINED PROVISIONS	24
XXII	STATE PBA DELEGATE	24
XXIII	TERM OF AGREEMENT	25
	SCHEDULE A	26
	POLICE SALARY SCHEDULE FOR OFFICERS	
	SCHEDULE B	27
	POLICE LONGEVITY SCHEDULE	

PREAMBLE

THIS AGREEMENT, made this **27th** day of **September, 2023** by and between the **BOROUGH OF RIVERDALE**, a municipal corporation of the State of New Jersey, with offices at the Borough Hall, Riverdale, Morris County, New Jersey (hereinafter called the “Employer” or “Borough”) and the **RIVERDALE P.B.A.**, with its principal office at Borough Hall, Riverdale, Morris County, New Jersey (hereinafter called the “Association”). This Agreement represents the complete and final understanding on all bargainable issues between the Employer and the Association.

ARTICLE I
RECOGNITION

The Employer recognizes the Association for the purposes of collective negotiations as the exclusive representative of the Patrolmen, Patrolman First Class, Sergeants and Lieutenants in the negotiation's unit. All references to males shall include female Police Officers.

ARTICLE II
MANAGEMENT RIGHTS

- A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States.

- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

- C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 40 and R.S. 11, or any other national, state, county or local laws or ordinances.

ARTICLE III
SALARIES

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

ARTICLE IV
TOUR OF DUTY AND OVERTIME

- A. The regular tour of duty for members of the department shall be twelve (12) hours per day. The work schedule shall be as established by the Chief of Police.
- B. Overtime is defined as work in excess of the daily tour of duty or one hundred seventy-one (171) hours in a twenty-eight (28) day work period. Whenever an employee is required to attend a court at a time outside of his tour of duty and the court attendance is required because of his activities as a police officer, the employee shall be compensated as follows:
1. Time and one-half (1½) the regular hourly straight time rate of pay for time spent in any court other than the Riverdale Municipal Court.
 2. Time and one-half (1½) the regular hourly straight time rate of pay for time spent in the Riverdale Municipal Court with a minimum guarantee of two (2) hours pay. An effort should be made to schedule such court time during working hours. If that time spent in Court is contiguous, before or after, with a regularly scheduled shift, the time and one-half (1½) will be based on actual hours worked.
 3. Time and one-half (1½) the regular hourly straight time rate of pay for off duty call in with a minimum guarantee of one (1) work hour.
- C. The hours between one hundred sixty (160) and one hundred seventy-one (171) in the twenty-eight (28) day work period which are utilized for training including qualification purposes will be compensated at the regular straight time hourly rate of pay. Work performed in excess of one hundred sixty (160) hours for purposes other than aforementioned in this section will be compensated at time and one-half (1½) the regular hourly straight time rate of pay. An attempt will be made to avoid scheduling training on the same day an Officer performs his regular tour of duty.

- D. A unilaterally imposed work schedule change implemented with less than forty-eight (48) hours' notice shall be compensated for at the overtime rate. A shift change requested by an Employee forty-eight (48) hours in advance will be granted if a replacement is available at the straight time rate.
- E. All Police Officers shall be offered all overtime including details before such overtime is offered to Class 2 Specials.

ARTICLE V
OUTSIDE CONTRACTOR WORK

- A. Work performed by an Officer for an outside contractor, shall be compensated by the contractor at ninety dollars (\$90.00) an hour.
- B. Work performed by an Officer for an outside contractor on a holiday or weekend, shall be compensated by the contractor at one hundred dollars (\$100.00) an hour.
- C. Outside contractor work assignments shall carry a five (5) hour minimum pay at the rates of pay as stated in Sections A and B above. In the event an outside contractor cancels the employment of a Police Officer after 6:30 A.M., the contractor guarantees the scheduled Police Officer five (5) hours pay at the rates established in Section A and Section B above.

ARTICLE VI
TWELVE HOUR SCHEDULE

A. Minimum Staffing Levels

The Chief of Police shall determine the manning levels (that is, the exact number of Sergeants and Patrolmen) for each of the two (2) shifts and four (4) Platoons that are necessary for the twelve (12) hour schedule. In addition, the Chief of Police shall have the managerial right to alter said manning levels, from time to time, as he deems appropriate and necessary to ensure the efficient operation of the Department and/or where said adjustments shall be in the best interest of the Department.

B. Hours of Work and Absences from Duty

1. Under the 12-hour schedule, Officers working the 12-hour schedule will be scheduled to work 12-hour days as opposed to 8-hour days. The 12-hour schedule will result in a total of 104 scheduled work hours over the contractually established 2,080 annual scheduled work hours. Since the existing Collective Negotiations Agreement salary scales are based upon 2,080 scheduled hours, there are an additional 104 scheduled work hours generated by the 12-hour schedule.
2. The Borough and the PBA recognize that those Officers working the 12-hour schedule shall be working 12-hour workdays as opposed to 8-hour workdays. The Borough and the PBA agree, therefore, that, except as otherwise provided for in this contract, Officers working the 12-hour schedule shall utilize such compensated leave days in 12-hour blocks as opposed to 8-hour blocks
3. The (104) additional hours above the standard 2,080 hours worked as a result of the 12-hour schedule will be credited as additional vacation time hours. All time off shall be taken as a full twelve-hour day. The vacation time will be treated the same as normal vacation time and is expected to be utilized in the year it was earned. Each officer shall choose how time off shall be utilized.

4. The parties further agree that sick leave shall accrue and be utilized based upon twelve (12) hour days. Therefore, all annual entitlements and banked time shall be converted to 12-hours and utilized accordingly on the basis of twelve (12) hour days.

C. Overtime

1. For those Officers working the 12-hour schedule, Sections A and C of Article IV of the existing Collective Negotiations Agreement shall be suspended.
2. Overtime for any Officer working the 12-hour schedule shall be defined as set forth in Article IV as currently provided in Section B.
3. Overtime shall be paid at the rate of one and one-half (1½) times an Officer's base rate of pay when overtime is worked in connection with regular Departmental assignments including school crossing-guard duty, church-guard duty and official appearances. In computing overtime compensation, the nearest one-half (½) hour shall be the smallest fraction of an hour to be counted.
4. The hourly rate shall be calculated by dividing the annual salary by 2,080.

D. Extended Absences from Duty

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

E. Training

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

ARTICLE VII
WORK RELATED AND NON-WORK-RELATED INJURIES

A. Work Related Injuries

1. In the event a Police Officer sustains a work-related injury, as recognized and defined by the prevailing law of Workers Compensation in New Jersey, the Governing Body shall grant a leave of absence for a period not to exceed one (1) year with pay and all other benefits as provided by the terms of this Agreement; provided, however, that the Officer shall submit a certificate of a physician attesting to the Officer's inability to perform Police duties. Upon the demand of the Governing Body, the said Officer shall submit to a physical examination by a physician selected by the said Body. In the event that the physicians chosen by the parties should differ on the issue of the Officer's ability to perform Police functions, the parties shall confer and agree upon the choice of a third physician whose judgment shall be binding on both parties. Immediately upon expiration of the aforesaid leave of absence, the Officer may return to his Police duties provided he is certified by a physician to be fit for duty. Upon return to his Police duties, the Officer shall be reinstated to his former position and shall be entitled to the same pay and benefits he would then be entitled to receive had he not been on the leave of absence. Any salary, income or benefits collectible from other sources as a result of employment with the Borough shall be deductible from the income and benefits due herein during the leave of absence. Workers Compensation pay shall be deductible from the income and benefits provided by the Employer to the Police Officer during such leave of absence.

2. In the event an Officer is not fit to return to duty upon the expiration of the aforesaid leave of absence, he may apply for additional periods of leave not to exceed eighteen (18) months during which period(s) of time he will receive no pay or other benefit as provided by this Agreement. Prior to its decision as to whether a leave will be granted, the Governing Body may require the Officer to submit a certification of a physician attesting to the Officer's inability to perform Police duties; additionally,

the Governing Body may demand of the Officer that he be examined by a physician of the choosing of the Governing Body. In the event the physicians chosen by the parties differ on the issue of the Officer's ability to perform Police duties, the parties shall confer and agree upon a third physician whose judgment shall be binding on both parties. Immediately upon the expiration of the leave of absence, the Officer shall be permitted to return to duty provided he is certified by a physician to be fit for duty. Upon return to his Police duties, the Officer shall be reinstated to his former position and shall be entitled to the same pay and benefits that he would then be entitled to receive had he not been on the leave of absence.

B. Non-Work-Related Injuries

1. In the event an Officer sustains a non-work-related injury, the Governing Body shall grant the Officer a leave of absence from the Department for a period not to exceed six (6) months without pay during which period all other benefits as provided by this Agreement shall continue; provided, however that the Officer shall submit a certification of physician attesting to the Officer's inability to perform Police duties. Upon demand of the Governing Body, the said Officer shall submit to a physical examination by a physician selected by said Body. In the event the physicians differ on the issue of the Officer's ability to perform Police duties, the parties shall confer and agree upon the choice of a third physician, whose judgment shall be binding on both parties. Immediately upon expiration of the leave of absence, the Officer shall be returned to duty provided he is certified by a physician to be fit for duty. Time spent on leave of absence as provided by this Section shall not count as service time for any purposes under this Agreement.
2. In the event an Officer is not fit to return to duty upon the expiration of the aforesaid leave of absence, the Governing Body may grant additional periods of leave not to exceed six (6) months during which period(s) of time the Officer shall not receive any pay or benefits from the municipality under the terms of this Agreement. Prior to making its decision as to whether to grant an additional period of leave, upon the

demand of the Governing Body, the Officer shall submit to a physical examination by a physician selected by said Body. In the event the physicians chosen by the parties should differ on the issue of the Officer's ability to perform Police duties, the parties shall confer and agree upon the choice of a third physician whose judgment shall be binding on both parties. Immediately upon the expiration of the leave of absence, the Officer shall return to his Police duties provided he is certified by a physician to be fit for duty. Upon return to these duties, the Officer shall be reinstated to his former position and shall be entitled to the same pay and benefits he would then be entitled to receive had he not been on leave of absence. In the event an Officer is unable to return to his Police duties as defined under this Section, the Officer at the termination of the first six (6) months leave of absence shall be permitted to use all his accumulated sick days and vacation days prior to any additional period(s) of leave. Time spent on additional periods of leave pursuant to this Section shall not account as service time for any purpose under the Agreement.

ARTICLE VIII

SPECIAL LEAVE AND VACATION

A. Funeral Leave

1. Employees covered by this Agreement shall suffer no loss of regular straight time pay, up to a maximum of three (3) consecutive days, one of which shall be the day of the funeral, in the event of a death of a member of his immediate family. For the purposes of the Article, immediate family shall be defined as the Employee's spouse, children, mother, father, brother, sister, mother-in-law, father-in-law and grandparents. In the event of a death of a sister-in-law or brother-in-law, the employee will be entitled to one (1) day of straight time pay.

B. Sick Leave

1. Sick leave is hereby defined to mean an absence from the post of duty while in good standing, due to illness, accident, injury, disability, exposure to contagious disease, or the necessity to attend to and care for a seriously ill member of the immediate family.

2. The term “immediate family” for the purpose of this Article shall include the following:
 - a) spouse; b) parent; c) step-parent; d) child; e) foster child; and f) any other relative residing in the Employee’s household.

3. Sick leave with pay shall accrue to any full-time Employee covered by this Agreement on the basis of one (1) twelve (12) hour working day per month during the remainder of the first calendar year of employment after initial appointment. Following the completion of the remainder of the first calendar year of employment after initial appointment, a full-time Employee covered by this Agreement shall accrue sick leave with pay on the basis of one twelve (12) hour working day per month. Any amount of sick leave allowance not used in a calendar year shall accumulate to the Employee’s credit from year to year for a maximum of three hundred (300) days and may be used, if and when needed, for sick leave. An Employee accumulating sick leave time under this provision shall be reimbursed for accrued and unused sick leave at the time of retirement from his employment up to the maximum of three hundred (300) days at a rate of Thirty Dollars (\$30.00) per day.

4. If an Employee is to be absent for reasons that entitle him to sick leave, he shall promptly notify his supervisor no later than his scheduled reporting time.
 - a. Failure to so notify his supervisor may be cause for denial of the use of sick leave for that absence and may constitute cause for disciplinary action unless a bona fide reason acceptable to the Borough has been submitted and approved.
 - b. Absence without notice for five (5) consecutive days shall constitute a resignation.
 - c. Unexplained absence without notice for two (2) consecutive days shall constitute a resignation.

5. An Employee who shall be absent on sick leave for five (5) or more consecutive working days may be required to submit acceptable medical evidence substantiating the illness.

- a. An Employee who has been absent on sick leave for periods totaling ten (10) days in one (1) calendar year consisting of periods of less than five (5) days, may be required to submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day or less in which case only one (1) certificate shall be necessary for a period of six (6) months.
 - b. The Borough may require proof of illness of any Employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.
6. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health may be required.
 7. The Borough may require an Employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the Borough, by a physician chosen by the Employee from a panel of four (4) physicians designated by the Borough. Such examination shall establish whether the Employee is capable of performing his normal duties and that his return will not jeopardize the health of other Employees.

C. Vacation

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

<u>Years of Service</u>	<u>8-hour shift</u>	<u>12-hour shift</u>
Up to 6th Year:	80 hours	120 hours*
Upon Completion of 6th Year:	120 hours	180 hours*
Upon Completion of 12th Year:	160 hours	240 hours*
Upon Completion of 24th Year:	200 hours	300 hours*

- All 12-hour shift officers receive an additional 104 hours of vacation time due to the excess hours work as a result of the 12-hour schedule. (See Article VI – Section B)

2. Vacation will run from midnight Sunday until Midnight of the concluding day of vacation according to member's schedule.
3. If a member becomes ill or injured before beginning his/her vacation and provides notice to the Chief before beginning vacation the vacation leave or portion thereof may be converted to sick leave.

D. Vacation Carryover

Effective January 1, 2000, an Employee who has not been able to take his/her entire allotment of vacation leave for the preceding calendar year may be allowed to carry over into the following year one (1) week vacation time subject to the following conditions:

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

ARTICLE IX LONGEVITY AND HOLIDAYS

- A. All Officers shall receive a longevity increase. The rank increase will be a rank of first class to the Officer's rank. Each milestone will result in the following additional longevity:
- On January 1 of the year following the start of 6th year of service: \$1,250.00
(For 12-hour shift officers only)
 - On January 1 of the year following the start of 12th year of service: \$1,000.00
 - On January 1 of the year following the start of 19th year of service: \$1,000.00
 - On January 1 of the year following the start of 24th year of service: \$1,000.00

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

- B. Holiday pay has been mutually agreed by both parties to be eliminated in the agreement. (See Appendix A for miscellaneous compensation in lieu of holiday pay). Each member of the Department shall be entitled to eleven (11) holidays off per year. Lieutenants will not be scheduled to work on holidays. In the event a Lieutenant should work a holiday he shall be granted one day off. He shall receive straight time pay for that day.
- C. Each member of the Department shall be entitled to four (4) personal days off per year, provided approval of the Chief prior to using them is obtained.
- D. There shall be no pyramiding of time.
- E. Members may take their time at their own discretion.

ARTICLE X
CLOTHING AND EQUIPMENT MAINTENANCE

- A. The Borough shall provide new members of the Department with the initial issue of required clothing, boots, jacket, etc. for patrol work. In the event this equipment is defective as determined by the Borough, the Borough shall repair or replace the same.
- B. The Borough shall pay for the required duty belt.
- C. In the event, any member of the Department while performing his duties suffers damage that would require dental repair, the Borough shall pay all costs for said repair including repayment for full dentures or partial dentures and all orthodontist services.
- D. In the event, any member of the Department loses, damages or has equipment stolen, the Borough will consider replacement on a case-by-case basis.
- E. If the Chief denies a request to replace defective equipment, the member may bring his request to the governing body.

ARTICLE XI
PAY DAYS

- A. Each member of the Department shall be paid semi-monthly. Overtime pay will be paid on the next available pay date.

ARTICLE XII
INSURANCE

- A. The Borough shall provide health insurance for all members and their family. The Borough shall pay the entire coverage for the State Health Benefits Direct-15 Plan or its equivalent. If a member chooses a different plan under the State Health Benefits Plan, the member will be responsible for any premium payment above that of the State Health Benefits.
- B. The Employer may, at its option, change any of the insurance plans or carrier or self-insure under this provision so long as the plan is equal to or better than that of the Direct-15 Plan at the time of this Agreement. The Association will be notified sixty (60) days in advance of any prospective change.
- C. Health care contributions shall be consistent with that required by P.L. 2011, Chapter 78 or any subsequent legislation that modifies these requirements.

ARTICLE XIII
LEGAL AID

- A. The Borough will provide an attorney and pay all resulting legal fees for the defense of any member of the Department charged with a complaint or Court actions arising from the performance of his duties, whether on or off official duty. The Borough Attorney will represent the member unless there is a conflict of interest. In such case, the member will select an attorney of his own choosing who shall be approved by the Mayor and Council and whose fees the said body shall approve in advance. The approved legal aid rate is One Hundred Dollars (\$100.00) per hour, together with necessary costs and expenses.

- B. Notwithstanding the provisions of Paragraph A above, the Borough will either provide an attorney or reimburse for all legal expenses of an Employee under this Agreement in accordance with the rate noted in Paragraph A above only where the member of the Department has complied with and as required pursuant to N.J.S.A. 40A et seq., and is proven not guilty.
- C. The provisions of this Article shall not apply except under the conditions as noted above and specifically will not apply in any cases where a complaint or charges are brought against an Employee covered under this Agreement by the Chief of Police or any other appropriate official on behalf of the Borough.

ARTICLE XIV
TRAINING

- A. In the event members of the Department are required to perform special training sessions, such as firearm qualification, the Borough shall provide ammunition and supplies for said training.
- B. Since the members of the Department are required to qualify with on-duty and off-duty weapons, the Borough shall provide ammunition for on-duty and at least one (1) off-duty weapon per man for firearms training.
- C. Compensation for all such training shall be in compensatory time off at the time and one-half (1½) rate, up to a maximum of eleven (11) hours in the twenty-eight (28) day work period.

ARTICLE XV
OTHER COMPENSATION

- A. Travel Compensation: In the event, any member of the Department shall be required to use private transportation for any Police Department business or related matter, said member shall be compensated at the current IRS rate per mile traveled, when verified by the Chief, and which shall be presented to the Council by the Chief of Police in the form of a typed reported.

- B. In the event a member of the Department shall have cause to attend police-related meeting while off-duty, namely juvenile meetings, traffic meetings, detective meetings, etc., he shall be compensated by payment at the overtime rate of time and one-half.

- C. In addition, if at the end of the year there is any “compensation time” left, the member of the Department shall be paid straight time for all accumulated “compensation time” remaining.

- D. College Reimbursement - The Borough will pay up to a maximum of Five Hundred Dollars (\$500.00) per year for Police related courses. The Officer must pay for the course up front and the Borough will reimburse the Officer after the Governing Body obtains documentation of a passing grade. (This does not include courses previously taken).

- E. An Officer assigned to the Detective Bureau and given the title of Detective shall receive a stipend of \$5,000.00 annually to be paid each year in December, payable pro-rated beginning the first pay period following his assignment to the Detective Bureau, and ceasing the first pay period following reassignment out of the Bureau.

ARTICLE XVI
GRIEVANCE PROCEDURE

- A. To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to complaints occurring under this Agreement, the following procedures shall be used.

- B. For purposes of this Agreement, the term “grievance” means any complaint, difference or dispute between the Employer and any Employee with respect to the interpretation, application or violation of any of the provisions of this Agreement or any applicable rule or regulation or policies, agreements or administrative decisions affecting any Employee(s) covered by this Agreement.

- C. Disciplinary action shall not be subject to the grievance procedure.

- D. The procedure for the settlement of grievances shall be as follows:

1. STEP ONE

In the event that any Employee covered by this Agreement has a grievance, within ten (10) working days of the occurrence of the event being grieved, the Employee shall present the grievance in writing to the Chief of Police or the Officer in charge of the Department in the event of the Chief’s absence. The Chief will respond to the grievance in writing within ten (10) days of receipt of the grievance. If no timely response is issued by the Chief, the grievance shall be deemed denied after the expiration of ten (10) days from the Chief’s receipt.

2. STEP TWO

If the Association wishes to appeal the decision of the Chief of Police (or the Lieutenant in charge if the Chief is absent), it shall be presented in writing to the Employer's Governing Body or its delegated representative within ten (10) working days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Employer's Governing Body or its delegated representative may give the Association the opportunity to be heard and will give his decision in writing within twenty (20) working days of receipt of the written grievance.

3. STEP THREE

- a. If no satisfactory resolution of the grievance is reached at STEP TWO, then within five (5) working days the grievance shall be referred to the Public Employment Relations Commission for the selection of an Arbitrator, pursuant to the rules of said Commission. The decision of the Arbitrator shall be final and binding upon the parties. The expense of the Arbitrator shall be borne equally by the parties. Each party shall, however, be responsible for its own expenses including but not limited to the presentation of witnesses.
- b. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) calendar days after the decision rendered by the Employer's Governing Body or its representative on the grievance.
- c. Employees covered by this Agreement shall have the right to process their own grievance without representation.
- d. The cost of the Arbitrator shall be borne equally by the parties, but each party shall be responsible for such other costs as he may incur.
- e. The Arbitrator shall not have the authority or the power to add to, delete from or in any way modify the Agreement.

- f. The Arbitrator shall render his opinion and award in any given case no later than thirty (30) calendar days after the close of the last day of hearing in that case.
 - g. No more than one grievance may be submitted to an Arbitrator at any one time in any one case unless the parties agree otherwise. Similarly, the Arbitrator does not have the power or authority to hear evidence on nor render an opinion and award on more than one grievance in any given case unless the parties mutually agree otherwise.
- E. The PBA shall be permitted the use of office equipment and an office for the purposes of filing work-related grievances, with the consent of the Police Committee Chairperson (Councilperson). If the Committee Chairperson is not available due to the hour, and provided that the grievance preparation is not done on the Employee's duty hours, office equipment may be used to prepare a grievance.

ARTICLE XVII
CEREMONIAL ACTIVITIES

- A. In the event a Police Officer in another Department in the State of New Jersey is killed in the line of duty, the Borough will permit at least one uniformed Police Officer of the Borough to participate in the funeral service for the said deceased Officer.
- B. Subject to the availability of same, the Borough will permit a Borough Police vehicle to be utilized by the members in the funeral service.
- C. Police Officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral service, unless otherwise agreed to by the Chief of Police.

ARTICLE XVIII
PERSONNEL FILES

- A. A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Chief of Police, and may be used for evaluation or other appropriate purposes by the police, mayor and/or governing body.

- B. Upon advance notice and at a reasonable time, any member of the Police Department may at any time review his personnel file. However, the appointment for review must be made through the Chief of Police or his designated representative.

- C. Whenever a written complaint concerning the actions of an officer is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut if he so desires. Such rebuttal, if any, shall be made in writing within five (5) days once the copy has been made available to him and the rebuttal shall be placed in his file. When the employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the employee shall be furnished with all details of the complaint, including the identity of the complainant.

- D. All personnel files will be carefully maintained and safeguarded permanently and nothing placed in any file shall be removed therefrom. Removal of any material from a personnel file by any member of the force shall subject that member to appropriate disciplinary action.

- E. Each employee shall be supplied with a written certification from the Borough during the month of November of each year, which shall state the number of accumulated vacation days, holidays taken, sick days, personal days and any other time which is available to the officer.

ARTICLE XIX
NO STRIKE PLEDGE

- A. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or concerted willful absence of a police patrolman from his duties of employment), work stoppage, slowdown, walk-out or other job action against the Borough.

- B. In the event of a strike, slowdown, walk-out or job action, the Association shall take all reasonable steps which are necessary to ensure that the employees covered under this Agreement return to work promptly.

- C. In the event of a strike, slowdown, walk-out or job action, it is covenanted and agreed that participation in any such activity by any Association member shall be deemed grounds for disciplinary action.

- D. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Association or its members.

ARTICLE XX
SEPARABILITY AND SAVINGS

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

- B. In the event either party to this Agreement desires to negotiate over the replacement of any provision which is inoperative as noted above, such party shall notify the other party of the Agreement, in writing. The parties specifically agree that negotiations over a replacement provision shall not be subject to interest arbitration.

ARTICLE XXI
FULLY BARGAINED PROVISIONS

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues, which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE XXII
STATE PBA DELEGATE


The Borough agrees to permit the State PBA President and Delegate to attend conventions during work hours consistent with N.J.S.A. 40A:14-177.

ARTICLE XXIII
TERM OF AGREEMENT

This Agreement shall be in full force and effect as of January 1, 2023, and shall remain in effect to and including December 31, 2026.

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

ATTEST:




Deputy Clerk

BOROUGH OF RIVERDALE



Paul M. Carelli, Mayor

ATTEST:



Secretary

RIVERDALE PBA LOCAL 335



President

POLICE SALARY SCHEDULE FOR OFFICERS

Appendix A

Step Rank	2023	2024	2025	2026
Patrolman				
Academy (per week)	\$575	\$575	\$575	\$575
Start Year 1 (Certified)	\$37,500	\$38,813	\$40,171	\$41,577
Start Year 2	\$46,166	\$47,782	\$49,454	\$51,185
Start Year 3	\$51,937	\$53,755	\$55,636	\$57,583
Start Year 4	\$57,708	\$59,727	\$61,818	\$63,981
Start Year 5	\$63,478	\$65,700	\$68,000	\$70,380
Start Year 6	\$69,249	\$71,673	\$74,181	\$76,778
Start Year 7	\$80,791	\$83,618	\$86,545	\$89,574
Start Year 8	\$92,332	\$95,564	\$98,908	\$102,370
Start Year 9	\$103,874	\$107,509	\$111,272	\$115,166
Start Year 10	\$115,415	\$119,455	\$123,636	\$127,963
Start Year 11	\$128,214	\$132,701	\$137,346	\$142,153
Start Year 12	\$133,389	\$138,057	\$142,889	\$147,890
Sergeant				
Start Year 1	\$141,859	\$146,824	\$151,962	\$157,281
Lieutenant				
Start Year 1	\$151,047	\$156,334	\$161,805	\$167,468

(Article IX)

Miscellaneous – all PBA members (Added to base): \$1,100

Longevity (Added to base):

On January 1 of the year following the start of 6th year of service: \$1,250

(For 12-hour shift officers only)

On January 1 of the year following the start of 12th year of service: \$1,000

On January 1 of the year following the start of 18th year of service: \$1,000

On January 1 of the year following the start of 24th year of service: \$1,000

POLICE LONGEVITY SCHEDULE FOR OFFICERS

Appendix B

Effective	Name	2023	2024	2025	2026
07/01/2002	DiGirolamo	\$3,250			
02/16/2003	Harden (8hr)	\$2,000	\$2,000	\$2,000	\$2,000
12/16/2003	Quant (8hr)	\$2,000	\$2,000	\$2,000	\$2,000
06/15/2004	Famularo (8hr)	\$3,250	\$2,000	\$2,000	\$2,000
01/17/2005	Roemmele	\$3,350	\$3,250	\$3,250	\$3,250
01/09/2006	McDermott (8hr)	\$1,000	\$1,000	\$2,000	\$2,000
07/01/2007	Hollenstein	\$2,250	\$2,250	\$2,250	\$3,250
03/01/2013	Reilly	\$1,250	\$1,250	\$1,250	\$2,250
03/01/2013	Parrill	\$1,250	\$1,250	\$1,250	\$2,250
07/01/2014	Duffy	\$1,250	\$1,250	\$1,250	\$1,250
07/01/2014	Salvati	\$1,250	\$1,250	\$1,250	\$1,250
01/01/2018	Nordlander		\$1,250	\$1,250	\$1,250
02/15/2021	Pierro				
01/10/2022	Savittieri				
01/10/2022	Pollack				
07/05/2022	Felano				
01/01/2023	Espinal				
07/01/2023	Brown				

Longevity (Added to base):

- On January 1 of the year following the start of 6th year of service: \$1,250
(For 12-hour shift officers only)
- On January 1 of the year following the start of 12th year of service: \$1,000
- On January 1 of the year following the start of 18th year of service: \$1,000
- On January 1 of the year following the start of 24th year of service: \$1,000