

MEMORANDUM OF AGREEMENT

Township of River Vale

and

River Vale PBA Local 206

January 1, 1995 through December 31, 2004

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0.00 PREAMBLE.

0.01 This agreement, by and between the Township of River Vale, a body politic and corporate of the State of New Jersey, hereinafter referred to as “The Employer”. and the Policemen’s Benevolent Association, Local 206 (River Vale Unit), hereinafter referred to as “The PBA”;

0.02 Whereas, the Employer and the PBA recognize that it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to the end that continuous and efficient service will be rendered to and by both parties.

NOW, THEREFORE, it is agreed as follows:

1.00 PRESERVATION OF RIGHTS

1.01 The Township of River Vale hereby retains and reserves unto itself, exclusively, 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, including, but without limiting the generality of the foregoing, the following rights:

- (a) To the executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees;
- (b) To hire all employees, and subject to the provisions of Law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
- (c) To suspend, promote, demote, transfer, assign, reassign, or discharge employees, or to take any other disciplinary actions for the good and just cause according to law.

1.02 Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority, under New Jersey Revised Statutes, Titles 11, 40 and 40A, or under any other national, state, county or other applicable law.

1.03 The Township of River Vale agrees that all benefits, terms and conditions of employment relating to the status of Township of River Vale police officers which benefits, terms and conditions of employment are not specifically set forth in this Agreement, shall be maintained at not less than the highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Memorandum of Agreement.

AGREEMENT

BETWEEN

TOWNSHIP OF RIVER VALE
BERGEN COUNTY, NEW JERSEY

AND

NEW JERSEY STATE POLICEMENT'S BENEVOLENT ASSOCIATION
INC.

PASCACK VALLEY LOCAL NO. 206

RIVER VALE UNIT

- 1.04 Unless a contrary intent is expressed in this Memorandum of Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any police officer, pursuant to any rules, regulations, instruction, directive, memorandum, statute, or otherwise shall not be limited, restricted, impaired, removed or abolished.
- 1.05 The parties agree that during the term of this Agreement, they shall meet periodically in a good faith attempt to resolve such additional issues as may arise. Failure to meet pursuant to this clause shall not be cause for a grievance.
- 1.06 If agreement is reached between the parties as to any such additional issues, then, in that event, any such agreed upon language shall become part of this Agreement upon the execution of the same, duly signed by the PBA President and the Township Administrator.
- 2.00 MAINTENANCE OF WORK OPERATIONS
- 2.01 The parties agree that there shall be no lockouts, strikes, work stoppages, job actions, or slowdowns during the life of this Agreement. No officer, or representative of the PBA, shall authorize, instigate, or condone such activity.
- 2.02 It is understood that a violation of the provisions of the article may subject any employee participating in, or condoning, such activity to disciplinary action by the Township. Such disciplinary action may include termination of employment, or any other appropriate lesser form of discipline, subject to applicable provisions of this Agreement.
- 3.00 EMPLOYEES' BASIC RIGHTS
- 3.01 Pursuant to Chapter 303, Public Law 1968, the employer hereby agrees that every employee shall have the right to freely organize, join and support the PBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the laws of the State of New Jersey, the employee undertakes and agrees that it shall not directly, or indirectly, discourage, or deprive, or coerce any employee in the enjoyment of any rights conferred by Chapter 303, Public Law 1968, or other laws of the State of New Jersey and of the United States.
- 3.02 The employer further agrees that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the PBA and its affiliates, his participation in any activities of the PBA and its affiliates, collective negotiations with the employer, or his institution of any grievance, complaint or proceeding under this Agreement or other wise with respect to any terms or conditions of employment, as prescribed by the Statutes of the State of New Jersey.

4.00 EXCLUSIVITY OF PBA REPRESENTATION

4.01 The employer agrees that it will not enter into any contract or memorandum of agreement with anyone but the PBA with regard to the categories of personnel covered by this Agreement.

5.00 DUES CHECKOFF

5.01 Upon presentation to the employer of a dues check off card signed by individual employees, the employer will deduct from such employees' periodic salaries the amount set forth on said dues check-off authorization card.

5.02 Thereafter, the employer will, as soon as practicable forward a check in the amount of all dues withheld for this purpose to the PBA representative entitled to receive same.

5.03 The said PBA representative shall be appointed by a resolution of the PBA and certified to the employer by the PBA.

6.00 EXISTING LAW

6.01 The provisions of this Agreement shall be subjected to and subordinate to, and shall not annul or modify, existing applicable provisions of State or Federal laws.

7.00 PBA RECOGNITION

7.01 The employer recognizes the PBA as the exclusive bargaining representative for the purpose of collective negotiations with respect to all negotiable items of employment for all employees employed by the employer's police department except those employees excluded herein (Chief and Captain excluded).

7.02 No employee shall be compelled to join the PBA but each employee shall have the option to join said PBA voluntarily.

7.03 The term "police officer" or "employee" as used herein shall be defined to include the plural as well as the singular, and to include females as well as males.

8.00 PBA REPRESENTATIVES

8.01 The employer recognizes the right of the PBA to designate representatives within the Department and alternates for the enforcement of this Agreement, provided they are members of the River Vale Police Department or their attorneys.

8.02 The PBA shall furnish the employer in writing the names of the representatives and the alternates and notify the employer of any changes.

- 8.03 The authority of the representatives and alternates so designated by the PBA shall be limited to, and shall not exceed, the following duties and activities:
- (a) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
 - (b) The transmission of such messages and information, which shall originate with, and are authorized by, the PBA or its officers,
- 8.04 The designated PBA representatives shall be granted time, with pay during working hours, to investigate and seek to settle formal grievances and to attend all meetings and conferences on collective negotiations with employer officials. There shall be no overtime credited under this section.
- 9.00 RIGHTS OF EMPLOYEES
- 9.01 Members of the force hold a unique status as public officers in that the nature of their office and employment involves the exercise a portion of the police power in the municipality.
- 9.02 The security of the community depends to a great extent on the manner in which police officers perform their duties, and their employment is thus in the nature of a public trust.
- 9.03 The wide-ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public.
- 9.04 Out of these contacts may come questions concerning the actions of the members of the force.
- 9.05 These questions may require investigation by superior officers designated by the Chief of Police and the governing body.
- 9.06 In an effort to insure that these investigations are conducted in a manner, which is conducive to good order and discipline, the following rules are hereby adopted:
- (a) The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise, in which event reassignment of the member of the force should be employed. If any time is lost as a result of a departmental investigation, the member of the force shall be compensated.
 - (b) The interrogations shall take place at a location designated by the Chief of Police. Usually it will be at police headquarters, or the location where the incident allegedly occurred.

(c) The member of the force shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact.

(d) The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.

(e) The member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal, or other disciplinary punishment. No promise or reward shall be made as an inducement to answering questions.

(f) The complete interrogation of the member of the force shall be recorded mechanically, or by stenographer, if so requested by him. There will be no "off the record" questions. All recesses called during the questioning shall be recorded.

(g) If a member of the force is under arrest, or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

(h) In all cases, and at every stage of the proceedings, in the interest of maintaining the usual high morale of the force, the department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel and /or his PBA representative, before being questioned concerning a violation of the Rules and Regulations, during the interrogation of a member of the force.

10.00 DATA FOR FUTURE BARGAINING

10.01 The employer agrees to make available to the PBA all relevant data the PBA may require to bargain collectively.

10.02 The relevant data noted above shall include, but not be limited to, such items as salaries and benefits enjoyed by other employee groups, the costs of various insurance and other programs, information concerning overtime worked by employees, the total number of sick days utilized by employees, the total number of injuries on duty and other data of a similar nature.

10.03 The Township shall incur no additional expense by virtue of this article. The article shall not apply to any attorney-client work product.

11.00 SALARIES

11.01 The base annual salaries of all employees covered by this Agreement shall be as set forth in Appendix "A".

12.00 WORK DAY, WORK WEEK AND OVERTIME

12.01 The normal workday tour shall be eight hours, which shall include within the eight-hour span, thirty minutes of mealtime per day, and shall include two coffee breaks per day of fifteen minutes each. On the 3:10 P.M. to 11:00 P.M. shift, an employee may elect to take a 45-minute meal break and thus waive the second coffee break of fifteen minutes. (Revised 2001)

12.02 The work schedule shall be comprised of a straight 4 on and 2 off schedule, with a total of 244-chart work days and 121 regular days off. This shall represent 1952 working hours per year, exclusive of vacations, personal days or other compensated time off. No overtime shall be earned due to any tour swap. (Revised 1995)

12.03 Work in excess of the employee's basic workweek, or tour for a day, is overtime. In accordance with the Fair Labor Standards Act, the hourly overtime rate of an employee shall be based upon the sum of the employee's annual base salary, longevity and shift premium, divided by the number of calendar working hours in the year, and multiplied by 1.5. (Revised 1995)

12.04 Deleted (1995).

12.05 Detectives will receive an additional payment of \$1000 per annum added to their appropriate base salaries. Detectives will not be utilized to avoid overtime payments to other members of the bargaining unit. (Revised 1990)

12.06 It is agreed and understood that during all meal periods and coffee breaks arising under this section that all employees will be available to respond to any call for emergency or other contingency.

12.07 (Deleted 1995)

12.08 The detective work schedule shall be 5 days on (Monday thru Friday) 2 days off. Each detective will receive 16 pay back days per year. This schedule shall be subject to review and re-evaluation at the discretion and approval of the Mayor and Chief of Police, as of December 31, 2002 (Added 2001)

13.00 HOURLY RATE

13.01 To compute the base hourly rate of an employee, the employee's annual base salary shall be divided by the number of calendar working hours in each year. The number of calendar working hours in each year of this Memorandum of Agreement shall be 1952.

14.00 COURT TIME

14.01 Court time, as referred to in this article, shall consist of all time, excluding regular tours of duty, during which an employee covered under this Agreement shall be required to attend a Municipal Court, County Court, Superior Court, Grand Jury proceeding, or other Courts or Administrative Bodies, as a direct result of his official duties.

14.02 When an employee covered under this Agreement shall be required to travel to and from any of the Courts or Administrative Bodies, as noted in this article, such travel time shall be considered and included in the computation of the amount of overtime to which the employee is entitled provided, however, that such travel time shall be computed between the employer's police headquarters and the pertinent court or administrative body.

14.03 The amount of overtime to which an employee may be entitled under this article shall be the actual time required, including the waiting time in the Court or Administrative Body, together with any applicable travel time provided, however, that the employee's entitlement to overtime under this article shall not be less than three (3) hours of overtime. (Revised 2001)

15.00 TRAINING PAY

15.01 The employer agrees to compensate all employees covered by this agreement for attending required training courses on their own time.

16.00 STANDBY TIME

16.01 Standby time shall be considered as time worked if the Township requires the employee to remain in the fixed position, by virtue of an order of the Chief of Police, or his designee.

16.02 In the event that a police officer is required to be available by phone, it shall not be considered mandatory for him to remain at such a position and, in the event that he is not able to be reached or cannot respond, he will not be subject to any censure or any disciplinary action. However, if he is required to remain in a fixed position, he will be compensated and will remain subject to the normal Rules and Regulations of the Department.

17.00 RECALL

17.01 Any employee who is called back to work after having completed his regularly scheduled shift shall be guaranteed two hours of work. (Revised 1995)

18.00 SHIFT CHANGES

18.01 The employer agrees that it will not unreasonably adjust shifts so as to avoid overtime to the employees covered by this Agreement.

19.00 LONGEVITY

19.01 In addition to all wages and benefits, each employee shall be entitled to an annual longevity payment of 1 percent of the employee's base salary, for each three years of service with the Township. (Revised 1995)

19.02 The said payments for longevity shall be quarterly to the employee entitled to it.

20.00 UNIFORMS

20.01 Each new employee shall receive from the employer, free of charge, in lieu of a clothing allowance, a complete uniform, as follows: 1 spring/fall jacket, 3 winter shirts, 3 summer shirts, 3 pants, 1 belt, 1 hat with a strap and band, 1 pair shoes/boots, 2 ties, 1 tie clip, 1 set of collar brass, 1 whistle with chain and holder, 1 name plate, 1 rain coat with hat cover, 1 gun belt, 1 holster, 1 handcuff case, 1 pair of handcuffs, 1 pair protective gloves with pouch, 1 mace holder, 1 can of mace, 1 police baton, 1 police baton holder, 1 service weapon, 2 spare ammunition clips, 1 portable radio belt clip, 1 ammunition pouch, 1 short sleeve yellow class "B" uniform shirt, 1 short sleeve black class "B" uniform shirt, 1 long sleeve black class "B" uniform shirt, 1 pair class "B" uniform pants, 1 baseball style cap w/RVPD emblem, 3 mock turtleneck shirts, 1 rechargeable flashlight with charger, 2 police badges, 1 police hat shield. (Revised 2001)

20.02 During the term of this Agreement, the sum of \$600 shall be paid as a uniform allowance. This article shall not apply to an employee's initial calendar year of appointment, except that he shall receive a cleaning allowance of \$100 during his initial year. (Revised 1998)

20.03 This allowance shall be paid to plain-clothed as well as uniformed employees.

20.04 If the employer decided to change the uniform, or any part thereof, it shall provide to each employee, free of charge, any such changed items.

20.05 Utilization of Section 20.04 shall not diminish the clothing allowance set forth in this Agreement.

20.06 Any employees uniform or personal equipment, which are required by him in his capacity as a police officer, which may be damaged as a result of a single episode

during the course of his employment, shall be replaced by the employer, with the approval of the Chief of Police, except where such damage is caused by the negligence of the employee. Any such replacements made under this section shall be in addition to the employees annual clothing allowance otherwise referred to in this Agreement, and shall be made to the employee within 30 days of the reporting of same.

21.00 PBA OFFICERS AND DELEGATES

- 21.01 The employer agrees to grant the necessary time off, without loss of pay, to one member of the PBA or his alternate, selected by the members of the PBA, as a delegate to attend any state or national convention of the new Jersey Policemen's Benevolent Association. Further, the employer agrees to grant the necessary time off, without loss of pay, to the PBA representative duly designated as the State Delegate, to attend the monthly PBA meeting, provided that this clause is covered by statute.
- 21.02 Elected officers of the PBA will be permitted to attend meetings of PBA while on duty, provided that the department shall not incur overtime as a result.

22.00 VACATIONS

- 22.01 The vacation allowance for members covered by this Agreement shall be as follows:
- (a) All employees who have completed six months of employment, but less than one year, shall receive twelve working days vacation.
 - (b) All employees who have completed one year of employment, but less than five years, shall receive twelve working days vacation.
 - (c) All employees who have completed five years of service or more shall receive twelve working days vacation, plus one additional day for each year worked in excess of five years.
 - (d) The maximum number of vacation days to which an employee shall be entitled is thirty –two working days. (Revised 1995)
- 22.02 When in any calendar year, the vacation, or any part thereof, is not granted by reason of police activity, such vacation periods not granted shall accumulate and shall be granted during the next succeeding year with the approval of the Chief, except that any employee shall be permitted to carry up to five vacation days into the next succeeding year, for any reason whatsoever at the employees discretion.
- 22.03 If an employee is on vacation and becomes sufficiently ill, so as to require hospitalization for four days or more, he may have such period of illness and post hospital recuperation charged against sick leave at his option, upon proof of hospitalization and a physician's certificate.
- 22.04 No employee who is on vacation shall be recalled, except in a case of a full mobilization of the Department by the Chief of Police to meet a clear and present

emergency confronting the employer. For the purposes of this section, any regular day or days off immediately preceding and/or following an employee's vacation shall be treated identically to vacation in the preceding sentence.

22.05 Vacations shall be selected on a rotating seniority basis, which shall be established by the Department, as is presently in use. Seniority will prevail for the purpose of picking vacations up to and including April 30. After the cutoff date of April 30, all vacations will be selected on a first come, first served basis.

22.06 Vacations will not be denied employees, in the event the request for vacation requires a replacement at the overtime rates, so long as no more than one such replacement per day, at the overtime rates, is made necessary by virtue of the vacation request.

22.07 No officer will be required to work an overtime tour for a vacation day or personal day on any of the following holidays: New Years day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day. (Added 2001)

23.00 PERSONAL LEAVE

23.01 Each employee shall have three personal leave days per year. For purposes of this section, an employee shall not be required to advise his superior of the reason for the personal leave days.

23.02 An employee must give the Chief of Police 24 hours notice of his intention to take a personal leave day and must receive approval from the Chief to insure that the employer has adequate personnel on hand to perform all necessary functions.

24.00 RESERVED

24.01 (Deleted 1995)

25.00 SICK LEAVE

25.01 Each employee shall receive a sick leave benefit of sixteen (16) days annually, with unlimited accumulation. The employer reserves the right to grant additional sick leave for a major illness or accident. Such additional sick leave for a major illness or accident shall not be charged against an employee's annual sick leave.

25.02 (Deleted 1995)

25.03 Upon retirement, an employee shall receive one half of his accumulated, but unused, bank of sick leave days, in a cash payment, at his rate of pay upon his retirement date.

26.00 WORK INCURRED INJURY

- 26.01 Where an employee covered under this Agreement suffers a work connected injury or disability; the employer shall continue such employee at full pay, during the continuance of such employee's inability to work. During this period of time, all temporary disability benefits accruing under the provisions of the Workmen's Compensation Act shall be paid over to the employer.
- 26.02 The employee shall be required to present evidence, by a certificate from a responsible physician, that he is unable to work. The employer may require the said employee to present an additional certificate from the Police Surgeon.
- 26.03 In the event that the employee contends that he is entitled to a period of disability, beyond the period established by the treating physician, employed by the employer or by its insurance carrier, then, in that event, the burden shall be upon the employee to establish such additional period of disability, by obtaining a judgment in the Division of Workmen's Compensation or, by the final decision of the last reviewing court, which shall be binding upon the parties.
- 26.04 For the purpose of this article, injury or illness incurred while the employee is acting in any employer-authorized activity shall be considered in the line of duty.
- 26.05 In the event a dispute arises, as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of an appropriate Workmen's Compensation judgment or, if there is an appeal therefrom, the final decision of the last reviewing court.
- 26.06 Any injury on duty, requiring time off for treatment, recuperation, or rehabilitation, shall not be construed as sick leave, or a sick leave occasion, under the terms of the sick leave policy, heretofore agreed upon by the parties.

27.00 BEREAVEMENT LEAVE

- 27.01 Each permanent full-time employee covered by this Agreement shall be entitled to three days leave, with pay, upon the death of a member of his immediate family.
- 27.02 Immediate family shall include spouse, children, parents, brothers, sisters, grandparents of employee or spouse, and such other relatives as may be approved by the Chief of Police.
- 27.03 Such bereavement leave shall not be charged against an employee's vacation or sick leave.

27.04 Any extension of absence under this article, however, may at the employees option, and with the consent of the Department Head, be charged against available vacation time, or be taken without pay for a reasonable period.

27.05 In the case of unusual circumstances not specifically covered in this article, bereavement leave may be granted or extended at the discretion of the Chief of Police.

28.00 LEAVE OF ABSENCE

28.01 All permanent full time employees covered by this Agreement may be granted a leave of absence without pay for a period not to exceed one year.

28.02 The employee shall submit in writing all facts bearing on the request to the Chief of Police, or his designated representative, show shall append his recommendation and forward the request tot he Township Administrator. The Township Administrator shall consider each case on its merits and without establishing a precedent. The employer will not unreasonably deny an employees request for leave of absence.

28.03 This leave is subject to renewal for reasons deemed proper and approved by the employer. Normally, it shall be granted only when the employee has used his accumulated sick leave and vacation leave, in the case of illness, or his vacation leave, if leave without pay is requested for reasons other than illness.

28.04 At the expiration of such leave, the employee shall be returned to the position from which he is on leave.

28.05 Seniority shall be retained.

29.00 MEDICAL CONTRACT

29.01 The employer will provide and pay for the Blue Cross, Blue Shield, and Rider J Major Medical Insurance for employees covered by this Agreement and their families. All plans recently in existence shall be maintained.

29.02 All increases in premiums during the term of this Agreement shall be entirely borne by the employer.

29.03 During the period of an employee's retirement, the cost of maintaining the employee's medical benefits, as set forth in 20.01, shall be borne solely by the employer. (Revised 1986?)

29.04 In the event that legislation is passed relieving the employer from the cost of providing medical benefits for is retired employees, under 29.01 above, the employer and the PBA unit agree to re-open negotiations to discuss, solely, the

effects of said legislation upon benefits of the retired employee, in the event that said legislation may be detrimental to the benefits of the retired employees.
(Revised 1995)

29.05 Each employee is entitled to an annual allowance of \$400 on a reimbursement basis, towards dental and /or eye care, including eyeglasses. The allowance can be used for the employee and/or a member of his/her family listed under their current medical coverage. As of January 1, 2002 allowance may also be used for un-reimbursed medical or major medical expenses. As of January 1, 2003 allowance will be \$500,000. (Revised 2001)

30.00 INSURANCE

30.01 The employer will continue to provide existing insurance coverage to employees covered under this Agreement, protecting them from civil suits arising out of the performance of their duties, including but not limited to, the following: false arrest, malicious prosecution, libel, slander, defamation of character, violation of the right of privacy, invasion of the right of privileged occupancy and the invasion of civil rights.

30.02 The employer will also pay the fees, at rates not to exceed those paid to the Township Attorney, of any attorney selected by said employee, to defend him in any civil action by reason of his performance of official duties for the employer, providing that the employee is successful in the defense of said civil action. This provision does not apply to departmental charges or disciplinary proceeding, which shall be governed by N.J.S.A. 40A:14-155.

31.00 LIFE INSURANCE

31.01 The employer will continue to provide, at its own cost and expense, the existing life insurance coverage to all employees.

32.00 BULLETIN BOARD

32.01 The employer will supply one bulletin board for the use of the PBA to be placed in a conspicuous location.

32.02 The bulletin board shall be for the use of the PBA for the posting of notices and bulletins pertaining to PBA business and activities or matters dealing with the welfare of employees.

32.03 No matter may be posted without receiving permission of the officially designated PBA representative.

33.00 CEREMONIAL ACTIVITIES

33.01 In the event a police officer in another department in the State of New Jersey is killed in the line of duty, the employer will permit at least two uniformed police officers of the Department to participate in funeral services for the said deceased officer.

33.02 Subject to the availability of same, the employer will permit a department vehicle to be utilized by the members in the funeral service.

33.03 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 services, unless otherwise agreed to by the Chief of Police.

34.00 PERSONNEL FILES

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

34.02 Any member of the police department may, by appointment, review his personnel file, but this appointment for review must be made through the Chief of Police, or his designated representative.

34.03 Whenever a written complaint concerning an officer or his action 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 it if he so desires and he shall be permitted to place said rebuttal in his file.

34.04 All personal history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom.

35.00 MILITARY LEAVE

35.01 Military leave for employees training or serving with the National Guard, or the Armed Forces of the United States, will be granted in accordance with the laws applying to such cases.

36.00 PENSION

36.01 The employer shall make payments to the appropriate Pension and Retirement Board on behalf of the employees covered by this Agreement, based on base salary, shift premium and longevity pay, pursuant to the statutes and laws of the State of New Jersey. (Revised 1995)

37.00 GRIEVANCE PROCEDURE

- 37.01 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.
- 37.02 For the 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.
- 37.03 The procedure for settlement of grievances shall be as follows:
- (a) STEP ONE- In the event that any employee covered by this Agreement has a grievance, within four working days of the event being grieved, the employee shall discuss it informally with his immediate supervisor. The supervisor shall decide the grievance within two working days after the grievance is first presented to him.
 - (b) STEP TWO- If no satisfactory resolution of the grievance is reached at step one, then within two working days the grievance shall be presented in writing to the Chief of Police. The Chief shall render a decision within five working days after the grievance was first presented to him. In the absence of the Chief, the grievance shall be presented to the officer in charge of the Department for determination.
 - (c) STEP THREE- If the PBA wishes to appeal the decision of the Chief of Police, it shall be presented in writing to the Township Administrator within five working days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Township Administrator shall give his decision, in writing, within ten days of receipt of the written grievance.
 - (d) STEP FOUR- If no satisfactory resolution of the grievance is reached at Step Three, then within five working days the PBA shall appeal the matter to the Mayor. The Mayor may give the PBA the opportunity to be heard and will give his decision, in writing, within fifteen days of receipt of the written grievance.
 - (e) STEP FIVE- If no satisfactory resolution of the grievance is reached at Step Four, the employee, or the PBA, may refer the matter to PERC for the selection of an Arbitrator. The parties will pay their respective costs for arbitration, and the decision of the arbitrator shall be final and binding upon the parties.

38.00 SAVINGS CLAUSE

- 38.01 It is understood and agreed that if any portion of this Agreement, or the application of this Agreement to any person or circumstance shall be invalidated by statute, the remainder of this Agreement, or the application of such provision to other persons or circumstances, shall not be affected thereby.
- 38.02 If any such provisions are so invalidated by statute, the employer and the PBA will meet for the purpose of negotiating changes made necessary by applicable laws.
- 39.00 OFF DUTY POLICE ACTION
- 39.01 Since all police officers are presumed to be subject to duty 24 hours per day, the parties agree to the following:
- (a) Any action taken by an employee on his time off, which would have been taken by an officer on active duty, if present or available, shall be considered police action, and the employee shall have all the rights and benefits concerning such action as if he were then on active duty.
- (b) Recognizing that the employer and its residents benefit from the additional protection afforded them by off duty police officers, and further recognizing the weighty responsibility and hazards confronting such police officers, the employer agrees to pay employees an additional sum to be added to the regular and periodic payments in the following amount: one dollar per year for off duty time.
- 40.00 MILEAGE ALLOWANCE
- 40.01 Whenever an employee shall be required to use his personal vehicle in any job-connected capacity, he shall be entitled to an allowance of \$.17 per mile.
- 41.00 MATERNITY LEAVE
- 41.01 Maternity leaves may be extended, or renewed, for a period not to exceed six months, without pay, upon the request of a female employee.
- 41.02 Maternity leaves may be extended, or renewed, for a period not to exceed six months, without pay, upon the request of a female employee.
- 41.03 Each employee is entitled to two (2) birth in the family days for the birth of his/her child. This shall be the first day of hospitalization for labor and the first day of hospital discharge of the baby.
- 42.00 SAFETY AND HEALTH

42.01 The employer shall, at all times, maintain existing working conditions, to insure maximum safety for all employees and shall provide employees with appropriate equipment and devices toward that end.

43.00 TELEPHONE

43.01 Each employee shall be required to submit his home phone number to the Department and shall be required to report any change of home phone number.

43.02 The Department shall not release the employee's home phone number to anyone without an express and written authorization executed by the employee.

44.00 YEARLY CALENDAR

44.01 The monthly work schedule will be posted by the tenth day of the second month preceding said schedule (i.e. the March schedule will be posted by January 10). The only exceptions are the July and August schedules, which will be posted together, by May 15. (Revised 1995)

44.02 Vacations selected pursuant to this Agreement shall be fully shown and included upon the posting of the calendar, as set forth in this article.

44.03 Once the calendar is posted, the employer shall have the option of not granting a vacation day to an employee, if the granting of such vacation day will result in overtime to the employer by the granting of such day.

44.04 When an employee opts to take his earned overtime as a compensatory day, the said option shall be posted on the calendar as soon as practicable thereafter. Any such compensatory day shall be considered as a regular day off.

45.00 NO WAIVER

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

45.02 This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the employees are herein entitled by law.

46.00 UNIFORM REGULATIONS

46.01 While the parties agree that a full and complete uniform and the use thereof by the employee has an affirmative impact upon an officer's image, it is recognized that the use of the police hat, while riding in a patrol car, and cause inconvenience and discomfort to the employee.

46.02 The parties, therefore, agree that an employee may remove his uniform hat while riding in an official police car.

46.03 The tour commander may, at his option, change the uniform for the tour throughout the year. The tour commander is responsible for notifying everyone working the tour of the change of uniform. (Revised 1998)

47.00 POLICE VEHICLES

47.01 All police vehicle purchased after the execution of this Agreement shall have the same or similar equipment as presently exists.

47.02 Shotguns will be mounted in front of all radio cars for the use of all employees.

48.00 FACILITIES

48.01 All police quarters shall have adequate air conditioning, heating, hot water, sanitary facilities and reasonable private locker rooms.

49.00 TERMINAL LEAVE

49.01 Each employee shall be entitled to a terminal leave period of one month for every three years of service upon retirement.

49.02 During the time period that an employee is actually on terminal leave, past practices shall, except as set forth hereafter, continue and an employee shall receive in full his: salary, longevity, college credit pay and shift differential. (Added 1987, Revised 1995)

49.03 In addition, an employee actually on terminal leave shall accrue one-half the vacation time he would have otherwise accrued; one-half the sick pay he would have otherwise accrued; and one-half the additional final terminal leave credit he would have otherwise accrued. (Added 1987)

49.04 "Retirement" for the purpose of Section 49.01 is the completion of 25 years of credited services in the Police and fire Pension System, with retirement status in effect, or a disability retirement due to an on the job injury. The necessary submittals must have been made to the Pension Division. It is understood that any disability incurred before retirement, which is not work connected, will result in no terminal leave payments to the individual. Work-connected disability will result in payment of full benefits.

50.00 SENIORITY

50.01 Traditional principles of seniority shall apply to employees covered by this Agreement. Such principles shall apply to layoff, recall, transfer and any other similar acts. Seniority is defined to mean time in rank and then time in service. Any employee's length of service shall not be reduced by time lost due to an injury or illness in the line of duty. An injury or illness in the line of duty must be certified by the police surgeon. (Revised 1995)

51.00 DUTY OUTSIDE THE TOWNSHIP

51.01 The present practice of reimbursing an employee for meal expenses on duty, when he is outside the Township, shall continue at the following amounts: breakfast- \$4.50, lunch- \$7.50 and dinner \$10.00. (Revised 1990)

52.00 WORKING OUT OF TITLE

52.01 Whenever a police officer acts as a sergeant, in charge of a tour for any tour or tours, he shall receive the sergeant's hourly rate, per salary ordinance, for such tour or tours.

53.00 EDUCATION

53.01 Educational credits shall be paid pursuant to the following:

(a) Each employee enrolled in a recognized program leading to an Associate's Bachelor's, or Master's degree, in Police Science or Criminal Justice, will receive credit for all courses taken, which are required for said degree. However, credit will not be allowed for athletic and/or recreational type courses and certain electives, said courses to be determined by the Chief of Police and the Township Administrator. (Revised 1995)

(b) A maximum of 50 paid credits will be allowed any officer for a degree, as enumerated in 53.01 (a). Upon award of the degree, the officer shall be entitled to a maximum increment of \$750 per year, to be paid as long as he is a member of the Police Department. (Revised 1995)

(c) New members coming onto the Police Force, holding a degree, as enumerated in 53.01 (a), shall receive an increment of \$750 per year, after completion of their probationary period. (Revised 1995)

(d) Payment of the \$15.00 per credit bonus shall be allowed only as long as the officer is matriculated at a recognized college, studying for a degree, as enumerated in 53.01 (a). If said officer ceases such status, payment will end immediately. (Revised 1995)

(e) If officer re-enrolls, after a hiatus, he must be enrolled for a minimum one-year period, before the bonus payment recommences.

(f) Back credit will be allowed officers presently on the Force, as long as they were earned as part of a program leading to a degree, as enumerated in 53.01(a), and as long as the officer is currently enrolled in a course leading to a degree as enumerated in 53.01 (a). Credits earned prior to January 1, 1969 shall not be eligible for credit. (Revised 1995).

(g) Payments for credit earned shall be made upon presentation of official transcripts.

(h) The education credit payments shall not be included when computing Longevity and pension payments.

(i) A committee, composed of the Police Chief and the Township Administrator, shall be formed to administer the provisions of this policy.

54.00 JOB DESCRIPTION

54.01 The job duties and responsibilities for all employees shall be those as set forth in the River Vale Police Department rules and Regulations and the River Vale Police Code. (Revised 1995)

55.00 PRIORITY FOR OVERTIME

55.01 Overtime for regularly scheduled shifts and details will be offered to regular full time employees of the Department first, in order of preference, based upon a rotating seniority roster.

55.02 There may be certain situations in which the Department, because of special skills or attributes of a particular officer, determines that is in the best interest of the employer to bypass an employee, or employees, must become next on the list for the purposes of the overtime roster.

55.03 While this Agreement contemplates the possibilities noted in section 55.02, it is agreed and understood that such bypassed employee, or employees, must become next on the list for the purposes of the overtime roster.

55.04 The purpose of this section is to equalize overtime among employees and it shall not be defeated by the employer's selection of special persons for special details as set forth herein.

55.05 Such overtime will be offered to persons other than full-time employees only if it has first been refused by each member on the seniority roster aforementioned.

55.06 The Department will establish and maintain a chart available for inspection by all employees showing the names of all employees of the Department and hours of overtime earned by each of them. This chart will be updated weekly.

55.07 In the event volunteers cannot be obtained to work overtime, that employee with the least number of overtime hours who is available will be directed and ordered to work.

56.0 TOURS OF DUTY

56.01 The Department shall work three tours of duty per day, which shall be as follows:
(a) Day tour- 7:00 A.M. to 3:15 P.M.
(b) Evening tour- 3:10 P.M. to 11:00 P.M.
(c) Midnight tour- 11:00 P.M. to 7:00 A.M.
(d) Detective tour- 8:00 A.M. to 4:00 P.M. and 2:00 P.M. to 10:00 P.M.
(Revised 2001)

56.02 Employees shall be required to start their tour at 7:00 A.M., 3:10 P.M., or 11:00 P.M. as the case may be. (Revised 2001)

56.03 All members covered by this agreement shall be paid an annual shift premium of 11.33%. In recognition of the fact that the increase in shift premium to 11.33% caused by the elimination of holiday pay, the employer agrees that shift premiums paid to police officers in other jurisdictions, in any future negotiations, arbitration hearings, or other legal proceedings. (Revised 1995)

56.04 The shift premium set forth in this Agreement shall be folded into the employee's base annual salary as set forth in Appendix "A", for all purposes under this Agreement. (Revised 1995)

57.00 TERM OF AGREEMENT

57.01 This Agreement shall be effective from January 1, 2001 through December 31, 2004. (Revised 2001)

57.02 The undersigned certify that, (See addendum sheet for signatures) to the best of their knowledge and beliefs, this revision of the Memorandum of Agreement, between the Township of River Vale and River Vale P.B.A. Local 206, accurately depicts the original collective bargaining agreement between the Township of River Vale and River Vale P.B.A. Local 206, and any amendments that have been agreed to thereafter. (Revised 1995)

57.03 The parties agree that if any conditions or terms of the Agreement have been inadvertently omitted, during the revision process, that said conditions or terms

shall be incorporated into the Memorandum of Agreement upon the discovery of said omission(s). (Revised 1995).

58.00 INCENTIVE TO RETIRE AT THE END OF 25 YEARS

58.01 Each officer is entitled to contact the Township Administrator and Township Council at the beginning of his/her 24th year of service to negotiate an incentive to leave program.

58.02 If the State of New Jersey enacts a buy-out program for police officers, it is agreed that the parties will re-open the Agreement on this point only, to determine if any years of service credit would be accepted by the township, for purposes of computing terminal leave.

Appendix A

Rank	2001	2002	2003	2004
Lieutenant	79,546	82,529	85,727	89,049
Sergeant	73,999	76,774	79,749	82,839
Patrolman 6	68,855	71,437	74,205	77,080
Patrolman 5	56,387	58,502	60,769	63,124
Patrolman 4	50,122	52,002	54,017	56,110
Patrolman 3	43,856	45,501	47,264	49,095
Patrolman 2	37,592	39,002	40,513	42,083
Patrolman 1	31,326	32,501	33,760	35,068

**ORDINANCE 0-11-01
AN ORDINANCE SETTING SALARIES
FOR THE POLICE DEPARTMENT OF THE
TOWNSHIP OF RIVER VALE**

BE IT ORDAINED by the Township Council of the Township of River Vale that the following shall constitute the annual rates of pay for their River Vale Police Department for the years indicated:

Section 1:

<u>Rank</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>	
Lieutenant	79,546	82,529	85,727	89,049	
Sergeant	73,999	76,774	79,749	82,839	
Patrolman 6	68,855	71,437	74,205	77,080	
Patrolman 5	56,387	58,502	60,769	63,124	
Patrolman 4	50,122	52,002	54,017	56,110	
Patrolman 3	43,856	45,501	47,264	49,095	
Patrolman 2	37,592	39,002	40,513	42,083	
Patrolman 1	31,326	32,501	33,760	35,068	

Section 2:

The provisions of this Ordinance shall supersede prior agreements with PBA Local 206, and shall be retroactive to January 1, 2001.

Section 3:

This ordinance shall take effect as provided by law.

DATED: Introduced July 26, 2001