

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**BOROUGH OF RIDGEFIELD**

**and**

**RIDGEFIELD PBA LOCAL NO. 330**

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**JANUARY 1, 2014 THROUGH DECEMBER 31, 2016**

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**Prepared By:**

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## INDEX

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	PREAMBLE	1
I	RECOGNITION	2
II	MANAGEMENT RIGHTS	3
III	DEPARTMENT REPRESENTATIVES	4
IV	DATA FOR FUTURE BARGAINING	5
V	PRESERVATION OF RIGHTS	6
VI	SICK LEAVE	7
VII	MATERNITY LEAVE	10
VIII	VACATIONS	11
IX	HOLIDAYS	12
X	COURT TIME, RECALL TIME, OVERTIME AND SCHEDULING	13
XI	SHIFT CHANGES	15
XII	LONGEVITY	16
XIII	COLLEGE CREDITS	17
XIV	PERSONNEL FILES	19
XV	BULLETIN BOARDS	20
XVI	WORK INCURRED INJURY	21
XVII	WORK RULES	23
XVIII	GRIEVANCE PROCEDURE	24
XIX	SEPARABILITY AND SAVINGS	27
XX	FULLY BARGAINED PROVISIONS	28
XXI	SAVINGS CLAUSE	29
XXII	MEDICAL, DENTAL AND EYE CARE PLANS	30
XXIII	SALARIES	31
XXIV	OFF DUTY POLICE ACTION	32

XXV	INSURANCE	33
XXVI	DEPARTMENTAL INVESTIGATIONS	34
XXVII	TERM AND RENEWAL	36
	SIGNATURE PAGE	37
	SCHEDULE A - SALARY GUIDE	38
	SCHEDULE A-1 - SALARY GUIDE	39
	SCHEDULE B	40

**PREAMBLE**

**THIS AGREEMENT** entered into this \_\_\_\_\_ day of December, 2013, by and between the Mayor and Council of the **BOROUGH OF RIDGEFIELD**, Bergen County, New Jersey, hereinafter referred to as the "Council" and the **RIDGEFIELD PBA LOCAL NO. 330**, hereinafter referred to as the "PBA", which represents the complete and final understanding on all bargainable issues between the Borough and the PBA.

**ARTICLE I**  
**RECOGNITION**

The Borough recognizes the Ridgefield PBA Local No. 330 as the exclusive collective negotiations' agent for all permanent full-time Police Officers employed by the Borough, and more specifically, including Captains, Lieutenants, Sergeants, Detectives and Patrolmen, and excluding the Chief of Police, Deputy Chiefs and all other Borough Employees not specifically mentioned above.

**ARTICLE II**

**MANAGEMENT RIGHTS**

The Borough hereby retains and reserves the right to suspend, demote, discharge, or take other disciplinary action for good and just cause according to law.

### ARTICLE III

#### DEPARTMENT REPRESENTATIVES

1. The Borough recognizes the right of the PBA to designate a representative and an alternate for enforcement of this Agreement.
2. The PBA shall notify the Borough, in writing, of the names of the representatives and alternate and notify the Borough of any changes.
3. The authority of the representative and alternate 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 shall be in accordance with the provisions of the Collective Bargaining Agreement. In the presentation of grievances, the aggrieved shall always have access to the grievance hearing and shall normally be present
  - B. The transmission of such messages and information which shall originate with and are authorized by the Department or its Officers.
4. The designated PBA representative and alternate shall be granted time without loss of pay to attend grievance hearings and meetings when such hearings and meetings are mutually scheduled. The representative and alternate will be required to investigate departmental matters on their off-duty time.

**ARTICLE IV**

**DATA FOR FUTURE BARGAINING**

The Borough agrees to make available for inspection to the PBA all relevant data in the public domain which the PBA may require to bargain collectively and to make copies at the public rates.



**ARTICLE V**

**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 Police Officer pursuant to any rules, regulations, instruction, directive, memorandum, statute or otherwise shall not be limited, restricted, impaired, removed or abolished.

## ARTICLE VI

### SICK LEAVE

A. Each full-time Police Officer may be allotted sick leave with pay for periods not exceeding ten (10) working days in the aggregate during each calendar year on account of sickness or related cause of absence which may be considered by the Council as a sufficient and legitimate excuse for the Employee's failure to be present and in attendance upon his duties, provided the reason for the absence and the good faith of the Employee in making the application for such leave shall be shown to the Council by such reasonable evidence as may be required.

1. Sick leave credit earned by an Employee in the Borough shall accrue without limitation at the rate of ten (10) days per year of continuous employment.
2. Vacation and sick leave period may be combined but only in the event that long continued sickness of the Employee warrants such cause. Vacation time may be used to extend sick leave once all available sick time has been exhausted.
3. Sick leave may also include exposure to a contagious disease which would endanger the health of co-workers, illness of the immediate family of the Employee which requires the Employee's personal care; dental, optical or medical examinations or treatments when such professional services are not readily available outside of working hours.

- B. 1. In all cases of sick leave the Employee is to inform the Police Chief or his designees of the reason for said sick leave. When absence due to sickness does not exceed five (5) days, normally the Employee's statement of the cause will be accepted without a

supporting statement by his attending physician, although the Borough or Police Chief may require the Employee to submit a statement from a licensed physician at any time it elects to do so. The Borough also reserves the right to require the Employee to be examined by a physician designated by the Borough and to have the Employee certified as fit for duty before the Employee returns to work.

2. An Employee who shall be absent on sick leave for five (5) or more consecutive days shall be required to submit acceptable medical evidence substantiating the sickness; an Employee who has been 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 acceptable medical evidence for any additional sick leave in that year. The Council or Police Chief may require proof of illness of an Employee on sick leave whenever such requirement appears reasonable.
3. During protracted periods of illness the municipality may require interim reports on the condition of the Employee on a weekly or biweekly basis from the attending physician. A certificate from a reputable physician in attendance shall be required if the leave of absence of the Employee is necessitated by the Employee'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 Department of Health shall be required. In the case of recurring or chronic illness causing absence of one (1) day or less per occurrence, a doctor's certificate may be required once every six (6) months.

C. Employees having exhausted all their sick leave or utilized one hundred fifty (150) consecutive days of sick leave will not receive any further sick leave or compensation

in lieu thereof until same has been accumulated and earned by the Employee's subsequent service unless otherwise approved by the Council. Sick leave will be credited on the first day of each calendar year whether or not the Employee reports for duty on that day.

D. Abuse of sick leave shall be cause for disciplinary action.

E. Upon retirement in accordance with the rules of P.E.R.S. accumulated sick leave shall be convertible to terminal leave at the rate of thirty-five percent (35%) of all accumulated sick leave if retirement is taken in calendar year 2001; forty percent (40%) if retirement is taken in calendar year 2002; and fifty percent (50%) if retirement is taken in calendar year 2003 or any year thereafter. The retiring Officer may elect to receive accumulated sick time, as set forth above, in the form of terminal leave or monetary compensation upon retirement.

F. In the event of the death of an actively employed Department member, his beneficiary shall be entitled to any accrued sick leave of the deceased.

## ARTICLE VII

### MATERNITY LEAVE

Female Police Officers shall advise the Employer of a pregnancy. The rights of a female Police Officer shall include, but not be limited to, the following provisions:

1. The female Police Officer shall be permitted to work her normal duties so long as such work is permitted by a doctor's note. The doctor shall be a physician of the female Police Officer's own choosing and said doctor's report shall be subject to review by an Employer selected doctor.
2. In addition to the other provisions of this Article, the female Police Officer shall be permitted to use accumulated sick time, compensatory time off and any other accumulated time benefits which she may have during the period of her pregnancy and the period following childbirth.
3. In addition, an Employee with two (2) years or more of service shall be granted, on thirty (30) days' notice, maternity leave without pay, for up to twelve (12) months duration and shall be returned to work without loss of seniority or benefits provided she notifies the Chief of Police no later than after six (6) months of leave that she intends to return. Additional seniority shall not accrue during the period of said leave. Employees with less than two (2) years of service shall be entitled only to their rights which are required under law.
4. The female Police Officer shall at all times be kept at full benefits and shall be considered as on active duty for all computation purposes.
5. Upon return to active duty status, the female Police Officer shall be placed in the same position, whenever possible, which she held before departing for maternity status. In addition, the returning Employee may be required to submit to a physical examination by a duly licensed New Jersey physician of the Employer's selection.

**ARTICLE VIII**

**VACATIONS**

A. Vacation entitlement shall be as follows:

Second Year through Fifth Year	10 days
Begin Sixth Year through Tenth Year	15 days
Begin Eleventh Year through Nineteenth Year	20 days
Begin Twentieth Year through Termination	25 days

B. The regular vacation period shall be from January 1st to December 31st inclusive. Vacation may be split by permission of the Chief of Police with a minimum vacation period of five (5) working days.

C. Police Officers shall not be entitled to a vacation until they have served one (1) full year in the Department.

D. 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 Police Duty. Seniority, which is defined as continuous employment with the Borough from the date of last hire, will be given due consideration by the Chief in determining preference for vacation periods.

E. All Police Officers, before absenting themselves on vacation leave, shall leave an address at which they can be contacted if necessary during the vacation period. Vacations may be revoked by the Chief of Police or higher authority in the event that the Council declares an emergency.

**ARTICLE IX**

**HOLIDAYS**

A. Employees shall receive thirteen (13) holidays per year in accordance with present practice.

## ARTICLE X

### COURT TIME, RECALL TIME, OVERTIME AND SCHEDULING

A. Court time shall consist of all time, excluding regular tours of duty, during which any Employee covered by this Agreement shall be required to attend a Municipal Court, County Court, Superior Court, Grand Jury Proceeding, or other Court of Administrative Bodies.

B. Any Employee who is called back to work after having completed his regularly scheduled shift shall be compensated at time and one-half (1½) the straight time hourly rate of pay with a minimum guarantee of four (4) hours work.

- C.
1. Scheduled overtime for regular shifts and details will be offered to regular full-time Employees of the Department in an order of preference based upon a rotating seniority roster.
  2. There may be special situations in which the Borough, because of special skills or other attributes of a particular Officer, determines that it is in the best interest of the Borough to bypass an Employee or Employees on the Seniority List.
  3. While this Agreement contemplates the possibilities noted in **Subsection 2** above, it is agreed and understood that such bypassed Employee or Employees must become next on the list for the purposes of the overtime roster.
  4. The purpose of this **Section** is to equalize overtime among Employees.
  5. The current overtime distribution practice and procedure shall continue.



D. All overtime [over eight (8) hours in a day or any work on a regular day off as is defined by the posted Police Department schedule] shall be compensated either in pay or as compensatory time off, whichever the Officer, in his sole discretion elects. If paid overtime is elected by the Officer, then the rate shall be time and one-half (1½) (150% of the respective Officer's base hourly rate of pay). If compensatory time off is elected by the Officer, then said Officer shall be compensated with a time and one-half (1½) time rate [example: one and one-half (1½) hours of time off for each hour worked] for pay purposes, the hourly rate shall be defined as the respective Officer's annual base rate of pay divided by the number of hours in the Officer's annual work obligation, in accordance with existing and prior practices.

E. At the time of retirement, no Employee shall receive remuneration for accumulated compensatory time off, either by way of terminal leave or cash payment, for surrender of the accumulated compensatory time off, in an amount greater than forty-five (45) days. Accumulated return time of greater than forty-five (45) days may be used as time off prior to retirement. The limit of forty-five (45) days as set forth in this paragraph shall not apply to those Officers who, as of June 1, 2001, have return time accumulations of greater than forty-five (45) days, which Officers shall instead be limited by the amount of accumulated return time as of that date.

**ARTICLE XI**

**SHIFT CHANGES**

If an Employee's schedule is changed on less than forty-eight (48) hours' notice, then the Employee shall be paid at the overtime rate for the actual hours worked in the first day of his tour, or at the Officer's election, the Officer may receive return time for the additional compensation due for the hours worked in the first day of the tour.

For example, an Officer whose shift was changed on less than forty-eight (48) hours' notice, and who worked eight (8) hours on the first day of the changed shift would receive pay for twelve (12) hours (eight (8) hours at time and one-half (1½)) or at the Officer's election, would receive pay for eight (8) hours and four (4) hours of return time.

ARTICLE XII

LONGEVITY

A. Longevity increments shall be granted for full years of service as follows:

2½% after four (4) full years

5% after eight (8) full years

7½% after twelve (12) full years

10% After sixteen (16) full years

12½% after twenty (20) full years

15% after twenty-four (24) full years

B. Longevity increments shall be calculated as a percentage of the annual salaries as set forth on **Schedule A-1**, exclusive of any and all premium payments [such as Detective Premium] and exclusive of all allowances. Current payroll practices shall continue.

C. Those Police Officers receiving a longevity premium in excess of fifteen percent (15%) on the effective date of this contract will continue to receive the longevity premium based on the higher percentage for the duration of their employment with the Police Department.

**ARTICLE XIII**  
**COLLEGE CREDITS**

A. Employees hired after January 1, 1976 or Employees currently not receiving college credit premium or Employees taking courses not related to their degree as specified in **Section C** below shall be eligible for the following:

1. The Council will reimburse Police Officers for eighty percent (80%) of tuition costs for up to fifteen (15) college credits per calendar year for the satisfactory completion of courses directly related to Police work or leading to a degree or certificate in Police work, including core credit requirements for such degrees or certificates. Each college credit shall be the equivalent of thirteen (13) class hours.
2. In order to be eligible for reimbursement the course(s) must be approved by the Council before the course is taken, and the Officer must receive a grade of C or better, or its equivalent, in the course(s) for which reimbursement is sought. Approval by the Council shall be based on the criteria set forth in this contract.
3. Upon presentation of evidence of satisfactory completion of a course or courses, the Council shall reimburse the Police Officer for the cost of tuition; however, such reimbursement shall be computed on a maximum tuition rate of One Hundred Fifty Dollars (\$150.00) per credit. Reimbursement shall be paid in a timely manner.

B. All Employees employed prior to January 1, 1976 currently receiving a college credit premium of Eighteen Dollars (\$18.00) per credit, and who have successfully completed college courses for which the college credit premium could be earned between

July 1975 and December 31, 1977, shall have the right to continue to be eligible to earn the college credit premium at the rate of Eighteen Dollars (\$18.00) per credit until such time as they earn a Bachelor's Degree provided not more than one (1) year passes without their having successfully completed at least six (6) credits towards that degree.

C. All employees employed prior to January 1, 1976, currently receiving a college credit premium of Eighteen (\$18.00) dollars per credit, and who have successfully completed college courses for which the college credit premium could be earned between July, 1975 and December 31, 1977, shall have the right to continue to be eligible to earn the college credit premium at the rate of eighteen (\$18.00) dollars per credit until such time as they earn a Bachelor's Degree provided not more than one (1) year passes without their having successfully completed at least six (6) credits towards that degree.

**ARTICLE XIV**  
**PERSONNEL FILES**

A. A separate personnel history file shall be established and maintained for each Employee covered by this Agreement; personnel history files are confidential records and shall be maintained by the Office of the Chief of Police.

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

C. 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 files.

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

**ARTICLE XV**

**BULLETIN BOARDS**

- A. The Borough will supply one (1) bulletin board for the use of the Department.
- B. The bulletin board shall be for the use of the Department for the posting of notices and bulletins pertaining to PBA business and activities or matters dealing with the welfare of Patrolmen.
- C. No matter may be posted without receiving permission of the officially designated PBA representative.
- D. Any bulletins deemed detrimental to the operation of the Department may be rejected for posting by the Chief of Police. However, approval for posting shall not be unreasonably withheld.

## ARTICLE XVI

### WORK INCURRED INJURY

- A. 1. Where an Employee covered under this Agreement suffers a work-incurred injury or disability, the Employer shall continue such Employee at full pay, during the continuance of such Employee's inability to work, for a period of up to one (1) year. Said full pay shall be paid in the following manner: during this period of time, all temporary disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid over to the Employee. The Employer shall pay the Employee the difference between the Workers' Compensation or disability check received and the amount of his regular salary.
2. In the event that an Employee does not receive a Workers' Compensation or disability check, the Employee will receive his or her regular pay check from the Borough. Upon the Employee's receipt of a retroactive Workers' Compensation or disability payment, the retroactive payment shall be deducted from the Employee's salary. However, to ensure that an Employee receives a sufficient salary from which normal deductions (*i.e.*, pension, pension loans, taxes, *etc.*) can be made, the amount of salary paid to the Employee shall be sufficient to cover such deductions. Should the amount of retroactive Workers' Compensation or disability payments to an Employee result in an overpayment pursuant to this **Article** which is greater than the amount of salary needed to cover the above deductions, such overpayment will be deducted from the Employee's salary over a period of time sufficient to insure a salary adequate to cover the above deductions.



B. The Employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and, the Employer may reasonably require the said Employee to present such certificate from time to time.

C. In the event the Employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Employer or by its insurance carrier, then, and 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 Workers' Compensation or, by the final decision of the last reviewing Court shall be binding upon the parties.

D. 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.

E. In the event a dispute 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 Workers' Compensation judgment or, if there is an appeal therefrom, the final decision of the last reviewing Court.

F. An 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 between the parties.

**ARTICLE XVII**

**WORK RULES**

The Borough may adopt and post or otherwise disseminate such rules and regulations as it may desire other than terms and conditions of employment, provided that the same are not contrary to this Agreement.

## ARTICLE XVIII

### GRIEVANCE PROCEDURE

A. 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.

B. LEVEL ONE: Within fifteen (15) days after the occurrence of the events or conditions on which the grievance is based, a grievance may be submitted, in writing, to the Chief of Police or the Deputy Chief in his absence. Within ten (10) days thereafter, a written reply shall be given by the Chief or Deputy Chief to the Grievant.

LEVEL TWO: Within five (5) days from the receipt of the Chief's reply, the aggrieved may submit the grievance in writing to the Police Committee or the Borough Council. The Committee shall meet with the aggrieved within fifteen (15) days after the receipt of the grievance to discuss the matter. The Committee shall submit their decision in writing to the aggrieved within five (5) days after the grievance meeting.

LEVEL THREE: If the grievance is still unresolved within five (5) days after the receipt of the Committee's decision, the aggrieved with the consent of the Police Department may submit the matter to the full Council and Mayor for review. The Council shall review the grievance within thirty (30) days and shall, if requested, hold a hearing within the thirty (30) days with the aggrieved and one or more Police Department Officers

and render a decision, in writing, within twenty (20) days after the hearing.

**LEVEL FOUR:** Within fifteen (15) days after the receipt of the Council's reply, any grievance processed through **LEVELS ONE, TWO, and THREE** and not satisfactorily resolved may be submitted by the PBA, in writing, to the Public Employment Relations Commission.

1. The Arbitrator shall limit himself to the issue submitted to him, as well as the definition of grievance contained herein, and shall consider nothing else. He can add nothing to nor subtract anything from the Agreement between the parties. The Arbitrator's decision in connection with the grievance as defined herein, shall be final and binding upon both parties for the duration of this Agreement.
2. The Arbitrator's action shall be accomplished within thirty (30) days of the completion of the Arbitrator's hearing. The Arbitrator's decision shall be in writing and shall set forth his findings of fact; reasoning; and conclusions on the issue submitted.

C. The parties shall equally share the Arbitrator's fee and reasonable expenses  
All other costs shall be borne by the party incurring such costs.

D. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. The time limits set forth herein may be extended by mutual agreement in writing.

E. It is understood that the Employee shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and

regulations until such grievance and any effect thereof shall have been fully determined.

F. A group grievance of more than one (1) Employee shall be signed by each aggrieved Employee of the Police Department identifying the aggrieved.

**ARTICLE XIX**

**SEPARABILITY AND SAVINGS**

If any provision of this Agreement or any application of this Agreement to any Employee or a 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.

**ARTICLE XX**

**FULLY BARGAINED PROVISIONS**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which 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. Proposed new rules or modifications of existing rules shall be negotiated with the PBA before they are established.

**ARTICLE XXI**

**SAVINGS CLAUSE**

Neither party shall be required to negotiate except as required by law.



## ARTICLE XXII

### MEDICAL, DENTAL AND EYE CARE PLANS

A. MEDICAL COVERAGE: The Employer shall continue the current medical insurance program for Employees covered by this Agreement and their families. Employer Resolution dated June 16, 1980 and September 13, 1982 [annexed as **Schedule B**] are incorporated by reference into this contract.

B. DENTAL PLAN: The Borough agrees to procure a dental plan entitled "New Jersey Dental Plan, Inc., The Delta Dental Plan", and pay for the full costs thereof for all members of the PBA.

C. EYE CARE PLAN: The Employer agrees to reimburse Employees covered by this contract for all eye care expenses for said Employees and their families in accordance with the provisions of this paragraph. Eye care expense 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 Employer's total obligation for all covered eye care expenses shall not exceed the sum of Four Hundred Twenty-Five Dollars (\$425.00) per year for any individual Employee and Employee's family.

D. The Employer shall have the right to change the present prescription coverage to that coverage provided through the State Health Benefits Prescription Plan.

**ARTICLE XXIII**

**SALARIES**

A. The salaries for Employees covered by this Agreement shall be as set forth in **Schedule A** and **Schedule A-1** annexed.

B. All Employees covered by this Agreement who are E.M.T. or Defibrillator certified shall receive an annual stipend of Six Hundred Dollars (\$600.00) per year, (prorated where appropriate) in December of each year.

C. The public employer shall have the right to commence bi-weekly payroll schedule in the first pay period following June 1, 1998.

## ARTICLE XXIV

### OFF DUTY POLICE ACTION

A. Since all Police Officers are presumed to be subject to duty twenty-four (24) hours per day, the parties agree that any action taken by a member of the force on his time off, while in the State of New Jersey, which would have been taken by an Officer if present or available, shall be considered as Police action, and the Employee shall have all of the rights, benefits and responsibilities concerning such action as if her were 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 each off-duty Police Officer , the Employer agrees to pay such Employees an additional sum to be added to the regular and periodic payments the Employees receive in the following amount: One Dollar (\$1.00) per year which shall be considered as part of the base annual wage.

## ARTICLE XXV

### INSURANCE

The Employer will indemnify all Employees covered by this Agreement 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, privileged occupancy and the invasion of civil rights.

Employees covered by this Agreement shall be fully indemnified and defended by the Employer for all circumstances in which the Employee renders first aid, whether on or off duty.

## ARTICLE XXVI

### DEPARTMENTAL INVESTIGATIONS

In an effort to insure that Departmental Investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. 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.
2. The interrogations shall take place at a location designated by the Chief of Police. Usually it will be at the Police Headquarters or the location where the incident allegedly occurred.
3. The member of the force shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members 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.
4. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every two (2) hours.
5. 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 of reward shall be made as an inducement to answering questions.
6. At every stage of the proceedings, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of the rules and regulations during the interrogation of a member of the force, which shall not delay the interrogation beyond one (1) hour for

consultation with his Association representative.

7. In cases other than Departmental Investigations, if an Officer is under arrest or if he is a suspect or the target of a criminal investigation, he shall be given his right pursuant to the current decision of the United States Supreme Court.
8. Nothing herein shall be construed to deprive the Department or its Officers of the ability to conduct the routine and daily operations of the Department.
9. No Employee covered by this Agreement shall be subjected to any urinalysis or blood screening unless one (1) of the two (2) circumstances exist: (1) Where the Employer has reasonable belief to suspect that there is a job-related individualized impact with respect to the specific Employee being tested; (2) where the urinalysis or blood testing is done as part of a *bona fide* annual physical examination which is done for the entire Police Department.
10. Under no circumstance shall the Employer direct the taking of a polygraph or voice print examination for any employee covered by this Agreement.


## ARTICLE XXVII

### TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2014, except as noted in individual **Articles**, and shall remain in effect until December 31, 2016. This Agreement shall, continue in full force and effect from year to year thereafter, unless either party gives notice, in writing, by October 1<sup>st</sup> prior to the expiration date of this Agreement, of a desire to change, modify, or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands at the  
Borough of Ridgefield, Bergen County, New Jersey, on this 13 day of  
December, 2013.

**BOROUGH OF RIDGEFIELD**

  
BY: \_\_\_\_\_

**ATTEST:**

  
Borough Clerk

**RIDGEFIELD POLICE DEPARTMENT**

  
BY: Kevin A. Nabbia  
PBA President

  
BY: STATE PBA DELEGATE

BY: \_\_\_\_\_

BY: \_\_\_\_\_



**SCHEDULE A**  
**SALARY GUIDE**

	Effective 01/01/2014	Effective 01/01/2015	Effective 01/01/2016
<b><u>Patrolman</u></b>			
<b>Initial Hire Date</b>	<b>\$50,918</b>	<b>\$51,682</b>	<b>\$52,716</b>
<b>Academy</b>	<b>\$54,003</b>	<b>\$54,813</b>	<b>\$55,909</b>
<b>2<sup>nd</sup> Year</b>	<b>\$63,962</b>	<b>\$64,922</b>	<b>\$66,220</b>
<b>3<sup>rd</sup> Year</b>	<b>\$72,849</b>	<b>\$73,942</b>	<b>\$75,421</b>
<b>4<sup>th</sup> Year</b>	<b>\$81,737</b>	<b>\$82,963</b>	<b>\$84,623</b>
<b>5<sup>th</sup> Year</b>	<b>\$90,624</b>	<b>\$91,984</b>	<b>\$93,823</b>
<b>6<sup>th</sup> Year</b>	<b>\$99,514</b>	<b>\$101,007</b>	<b>\$103,027</b>
<b>7<sup>th</sup> Year</b>	<b>\$108,400</b>	<b>\$110,026</b>	<b>\$112,227</b>
<b>8<sup>th</sup> Year</b>	<b>\$117,289</b>	<b>\$119,049</b>	<b>\$121,430</b>
<b>Maximum</b>	<b>\$126,175</b>	<b>\$128,068</b>	<b>\$130,629</b>
<b>Sergeant</b>	<b>\$129,715</b>	<b>\$131,661</b>	<b>\$134,294</b>
<b>Lieutenant</b>	<b>\$134,922</b>	<b>\$136,946</b>	<b>\$139,685</b>
<b>Captain</b>	<b>\$139,904</b>	<b>\$142,003</b>	<b>\$144,843</b>

In addition, those members of the Police Department who are designated as Detectives shall receive an additional compensation in the amount of One Thousand Dollars (\$1,000.00) Dollars per *annum* which shall be folded-in and paid along with regular payroll.

**SCHEDULE A-1**

**SALARY GUIDE**

**EMPLOYEES HIRED AFTER JANUARY 1, 2014**

	<b>Effective 01/01/2014</b>	<b>Effective 01/01/2015</b>	<b>Effective 01/01/2016</b>
<b><u>Patrolman</u></b>			
<b>Initial Hire Date</b>	<b>\$40,000</b>	<b>\$40,600</b>	<b>\$41,412</b>
<b>Academy</b>	<b>\$45,000</b>	<b>\$45,675</b>	<b>\$46,589</b>
<b>2<sup>nd</sup> Year</b>	<b>\$54,019</b>	<b>\$54,829</b>	<b>\$55,926</b>
<b>3<sup>rd</sup> Year</b>	<b>\$63,038</b>	<b>\$63,984</b>	<b>\$65,263</b>
<b>4<sup>th</sup> Year</b>	<b>\$72,057</b>	<b>\$73,138</b>	<b>\$74,601</b>
<b>5<sup>th</sup> Year</b>	<b>\$81,076</b>	<b>\$82,292</b>	<b>\$83,938</b>
<b>6<sup>th</sup> Year</b>	<b>\$90,095</b>	<b>\$91,446</b>	<b>\$93,275</b>
<b>7<sup>th</sup> Year</b>	<b>\$99,114</b>	<b>\$100,601</b>	<b>\$102,613</b>
<b>8<sup>th</sup> Year</b>	<b>\$108,133</b>	<b>\$109,755</b>	<b>\$111,195</b>
<b>9<sup>th</sup> Year</b>	<b>\$117,152</b>	<b>\$118,909</b>	<b>\$121,287</b>
<b>Maximum</b>	<b>\$126,175</b>	<b>\$128,068</b>	<b>\$130,629</b>
<b>Sergeant</b>	<b>\$129,715</b>	<b>\$131,661</b>	<b>\$134,294</b>
<b>Lieutenant</b>	<b>\$134,922</b>	<b>\$136,946</b>	<b>\$139,685</b>
<b>Captain</b>	<b>\$139,904</b>	<b>\$142,003</b>	<b>\$144,843</b>

In addition, those members of the Police Department who are designated as Detectives shall receive an additional compensation in the amount of One Thousand Dollars (\$1,000.00) Dollars per *annum* which shall be folded-in and paid along with regular payroll.

BOROUGH OF RIDGEFIELD

BENGEEN COUNTY, NEW JERSEY

Meeting June 15,

Resolution

Presented by Councilman Majerian

WHEREAS, the Borough of Ridgefield desires to adopt the provisions of Chapter 88 Public Laws of 1974 to permit the Borough to pay the premium charges for certain eligible pensioners and their dependants and to pay medicare charges for such recipients and their spouses covered by the New Jersey State Health Benefits Program.

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Ridgefield, that the Borough hereby elects to adopt the provisions of Chapter 88 Public Laws of 1974 and adhere to the rules and regulations promulgated by the State Health Benefits Commission to implement the provisions of the Law.

BE IT FURTHER RESOLVED, that the Borough hereby acknowledge that the rules and regulations of the State Health Benefits Commission established that Chapter 88, P.L. 1974 does:

- a) apply to all eligible present and future pensioners of the Borough and their dependants.
- b) continue as long as the State is paying the cost of its eligible pensioners and their dependants in accordance with the provisions of Chapter 75, Public Laws of 1972.
- c) provide for Borough reimbursement of Federal Medicare premiums for eligible pensioners and/or their spouses, as well as the payment of health insurance premiums required by the program, on a basis comparable to the reimbursement made by the State to its eligible pensioners and their spouses in accordance with the provisions of Chapter 75, Public Laws of 1972.
- d) require the Borough to pay the full costs of such premiums and Medicare charges.

BE IT FURTHER RESOLVED, that the Borough agrees to pay the premium or periodic charges for the benefits provided to all eligible retired employees and their dependants covered under the program, but not including survivors, if such employees retired from a State or locally-administered retirement system, effective after the date the employer adopted the State Health Benefits Program on a benefit based on 25 years or more of service credited in such retirement system, excepting the employees who elected deferred retirement, but including the employees who retired on disability pensions based on fewer years of service credited in such retirement system and also to reimburse such retired employees for their premium charges under Part B of the Federal Medicare Program covering the retired employees and their spouses in accordance with the regulations of the State Health Benefits Commission.

Handwritten signatures and initials, including "ER" and "10/11".

BOROUGH OF RIDGEFIELD

BERGEN COUNTY, NEW JERSEY

Meeting of the Board of Trustees

Resolution

Resolved by Councilmen \_\_\_\_\_

BE IT FURTHER RESOLVED, that this resolution shall provide for an effective date not earlier than the first day of the month at least 90 days following the receipt of such resolution by the Health Benefits Bureau in the State Division of Pensions.

BE IT FURTHER RESOLVED, that the Borough Clerk be and is hereby directed to forward a certified copy of this resolution to the Health Benefits Bureau in the State Division of Pensions, Trenton, New Jersey along with all the appropriate forms to make this resolution effective.

Approved:

*[Handwritten Signature]*

Attest:

*[Handwritten Signature]*  
MAY 4 1964  
JUL 1 1964  
JUL 1 1964  
JUL 1 1964



RECEIVED

State of New Jersey

DEPARTMENT OF THE TREASURY

DIVISION OF PENSIONS

WILLIAM J. JONES  
DIRECTOR

10 - 1000 FORM 6-61  
P. O. BOX 1400  
TREASURY, NEW JERSEY 0

TO: Participating Employers  
New Jersey State Health Benefits Program Act

FROM: Galus B. Mouné, Chief, Health Benefits Bureau

SUBJECT: Discrimination in Payments for Retiree Coverage

Under the provisions of Chapter 80, P.L. 1974, a location participating in the State Health Benefits Program may provide the premium for this coverage for those eligible retirees who retired from a state or local pension fund with benefits based upon 25 or more years of service or a Disability Retirement.

By State law, a public employer cannot provide the premium for one group of retirees without providing the premium for all eligible retirees. For example, if the municipality provides the premium for coverage for retired police and firemen, it must do the same for other retirees of the municipality. Likewise, a board of education cannot discriminate in favor of a group of teachers. Such benefits must be available to all eligible retirees without discrimination. A contract with a given group cannot supersede State law.

New Jersey is an Equal Opportunity Employer

*Handwritten initials*

*Handwritten date: 11/16*

STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY - DIVISION OF PENSIONS  
NEW JERSEY STATE HEALTH BENEFITS PROGRAM ACT  
P.O. Box 2058 Trenton, New Jersey 08625

RESOLUTION

A RESOLUTION to amend the provisions of Chapter 88, Public Laws of 1974 to permit local public employers to pay the premium charges for certain eligible pensioners and their dependents and to pay Medicare charges for such retirees and their spouses covered by the New Jersey State Health Benefits Program.

**BE IT RESOLVED:**

1. The \_\_\_\_\_ (Name of Employer - Colony)

hereby elects to adopt the provisions of Chapter 88, Public Laws of 1974 and adhere to the rules and regulations promulgated by the State Health Benefits Commission to implement the provisions of the law.

2. We hereby acknowledge that the rules and regulations of the State Health Benefits Commission established that Chapter 88, P.L. 1974 does:

- a) apply to all eligible present and future pensioners of the employer and their dependents
- b) continue as long as the State is paying the cost of its eligible pensioners and their dependents in accordance with the provisions of Chapter 75, Public Laws of 1972,
- c) provide for local employer reimbursement of Federal Medicare premiums for eligible pensioners and/or their spouses, as well as the payment of health insurance premiums required by the program, on a basis comparable to the reimbursement made by the State to its eligible pensioners and their spouses in accordance with the provisions of Chapter 75, Public Laws of 1972.
- d) require the local employer to pay the full cost of such premiums and Medicare charges.

3. We hereby agree to pay the premium or periodic charges for the benefits provided to all of retired employees and their dependents covered under the program, but not including survivors, if such employees are from a State or locally-administered retirement system effective after the date the employer adopted the State Health Benefits Program on a benefit based on 25 years of more of service credited in such retirement system, excluding the employees who elected deferred retirement, but including the employees who retired on disability payments based on fewer years of service credited in such retirement system and also to reimburse such retired employees for their Medicare charges under Part B of the Federal Medicare Program covering the retired employees and their spouses in accordance with the regulations of the State Health Benefits Commission.

4. This resolution shall provide for an effective date not earlier than the first day of the month at least 90 days following the receipt of such resolution by the Health Benefits Bureau in the State Division of Pensions.

I hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by me.

\_\_\_\_\_  
(Name of Employer)

on the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Official Title)

\_\_\_\_\_  
(Location)

*Handwritten initials/signature*

State of New Jersey  
DEPARTMENT OF THE TREASURY  
DIVISION OF PENSIONS

M E M O R A N D U M

TO: Employers Participating in the State Health Benefits Program

FROM: Gail S. Mount, Chief, Health Benefits Bureau

SUBJECT: CHAPTER 88, P.L. 1974: STATE HEALTH BENEFITS PROGRAM

On August 19, 1974, Governor Brendan T. Byrne approved Assembly Bill 1218, now Chapter 88, Public Laws

The law permits local employers to pay the premium charges for certain eligible pensioners and their dependents to reimburse such pensioners and their spouses covered by the New Jersey State Health Benefits Program, for Federal Medicare charges. The employer who elects to adopt the provisions of Chapter 88 would be required to pay the one-time or periodic charges for the benefits provided to all eligible retired employees and their dependents covered under the program, but not including survivors, if such employees retired from a State or locally administered retirement plan after the date the employer adopted the State Health Benefits Program, on a benefit-based, on 25 years or more service credited in such retirement system, but including the employees who retired on disability pensions based on fewer years of service credited in such retirement system.

The State Health Benefits Commission has established that Chapter 88, P.L. 1974 does:

- (a) apply to all eligible present and future pensioners of the employer and their dependents;
- (b) continue as long as the State is paying the cost of its eligible pensioners and their dependents in accordance with the provisions of Chapter 75, Public Laws of 1972;
- (c) provide for local employer reimbursement of Federal Medicare premiums for eligible pensioners and/or spouses, as well as the payment of health insurance premiums required by the program, on a basis comparable to the reimbursement made by the State to its eligible pensioners and their spouses in accordance with the provisions of Chapter 75, Public Laws of 1972;
- (d) require the local employer to pay the full cost of such premiums and Medicare charges.

A resolution should be requested from your office by any employer who is interested in adopting the provisions of Chapter 88. The resolution shall provide for an effective date of adoption not earlier than the first day of the month at least 30 days following the receipt of such resolution by the Health Benefits Bureau in the State Division of Pensions.

If you are interested in receiving any further information concerning this matter, please contact my office at 212-312-3073 (area code 609).

GSM/hmp

WHEREAS, the Borough of Ridgefield desires to adopt the provisions of Chapter 88 Public Laws of 1974 to permit the Borough to pay the premium charges for certain eligible pension years and their dependents and to pay medicare charges for such retirants and their spouses covered by the New Jersey State Health Benefits Program.

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Ridgefield, that the Borough hereby elects to adopt the provisions of Chapter 88 Public Laws of 1974 and adhere to the rules and regulations promulgated by the State Health Benefits Commission to implement the provisions of the Law.

BE IT FURTHER RESOLVED, that the Borough hereby acknowledge that the rules and regulations of the State Health Benefits Commission established that Chapter 88, P.L. 1974 does:

- a) apply to all eligible present and future pensioners of the Borough and their dependents.
- b) continue as long as the State is paying the cost of its eligible pensioners and their dependents in accordance with the provisions of Chapter 75, Public Laws of 1972.
- c) provide for Borough reimbursement of Federal Medicare premiums for eligible pensioners and/or their spouses, as well as the payment of health insurance premiums required by the program, on a basis comparable to the reimbursement made by the State to its eligible pensioners and their spouses in accordance with the provisions of Chapter 75, Public Laws of 1972.
- d) require the Borough to pay the full costs of such premiums and Medicare charges.

BE IT FURTHER RESOLVED, that the Borough agrees to pay the premium or periodic charges for the benefits provided to all eligible retired employees and their dependents covered under the program, but not including survivors, if such employees retired from a State or locally-administered retirement system effective after the date the employer adopted the State Health Benefits Program on a benefit based on 25 years or more of service credited in such retirement system, excepting the employees who elected deferred retirement, but including the employees who retired on disability pensions based on fewer years of service credited in such retirement system and also to reimburse such retired employees for their premium charges under Part B of the Federal Medicare Program covering the retired employees and their spouses in accordance with the regulations of the State Health Benefits Commission.

BE IT FURTHER RESOLVED, that this resolution shall provide for an effective date not earlier than the first day of the month at least 90 days following the receipt of such resolution by the Health Benefits Bureau in the State Division of Pensions.

BE IT FURTHER RESOLVED, that the Borough Clerk be and is hereby directed to forward a certified copy of this resolution to the Health Benefits Bureau in the State Division of Pensions, Trenton, New Jersey along with all the appropriate forms to make this resolution effective.

Voting Aye: Councilmen Birchenle, Rispoli, Vassallo, Najemian  
Absent: Councilmen Capozzi and Wall

Approved: Vito Borrelli Mayor      Attest: Ernest J. Refolo Boro Clerk



Councilman Birchwale said that Mr. Kelleher told him that their budget for operating expenses for the Buildings and Grounds was at a Zero mark and he refused to go over that budget expenditure. Some articles would come in and he would authorize to take them as the BW operating expenses. He said nothing is going to be bought for the purposes of the Buildings and Grounds and he doesn't care what happens, he would not expend that budget. Councilman Birchwale said that he would check with Mr. Kelleher about the credibility of the statement about the paper products.

Councilman Grosso commented that he finds Councilman Birchwale's remarks most interesting. First of all he basically had quoted the Finance Committee on the utilization of The Record to reach out to more people, but as he also stated, and he did take his comments to mean that the budget wasn't important enough to reach out to all the people.

Resolution by Councilman Birchwale to adopt provision of Chapter 88 P.L. 1974 State Health benefit payments for retirees.

BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield as follows:

1. The Borough of Ridgefield hereby elects to adopt the Provision of Chapter 88, Public Laws of 1974 as amended by Chapter 436, P.L. 1981 and adhere to the rules and regulations promulgated by the State Health Benefits Commission to implement the provisions of the law.
2. We hereby acknowledge that the rules and regulations of the State Health Benefits Commission established that Chapter 88, P.L. 1974 as amended by Chapter 436, P.L. 1981 does:
  - (a) apply to all eligible present and future pensioners of the employer and their dependents.
  - (b) continue as long as the State is paying the cost of its eligible pensioners and their dependents in accordance with the provisions of Chapter 75, Public Laws of 1972.
  - (c) provide for local employer reimbursement of Federal Medicare premiums for eligible pensioners and/or their spouses as well as the payments of health insurance premiums required by the program, on the basis comparable to the reimbursement made by the State to its eligible pensioners and their spouses in accordance with the provisions of Chapter 75, Public Laws of 1972.
  - (d) require the local employer to pay the full cost of such premiums and Medicare charges.
  - (e) to include eligible surviving spouse of retirees and to include those retirees who would have been eligible but who did not elect to continue coverage at the time of retirement.
3. We hereby agree to pay the premium of periodic charges for the benefits provided to all eligible retired employees and their dependents covered under the program, including surviving spouses, if such employees retired from a State or locally-administered retirement system effective after the date the employer adopted the State Health Benefits Program on a benefit based on 25 years or more of service credited in such retirement system, excepting the employees who elected deferred retirement, but including the employees who retired on disability pensions based on fewer years of service credited in such retirement system and also to reimburse such retired employees for their premium charges under Part B of the Federal Medicare Program covering the retired employees and their spouses in accordance with the regulations of the State Health Benefits Commission.

4. This resolution shall provide for an effective date not earlier than the first day of the month at least 90 days following the receipt of such resolution by the Health Benefits Bureau in the