

**AGREEMENT
BY AND**

BETWEEN

**THE BOROUGH OF PARK RIDGE
BERGEN COUNTY, NEW JERSEY**

AND

**NEW JERSEY STATE POLICEMEN'S BENEVOLENT
ASSOCIATION, LOCAL 206
PARK RIDGE UNIT**

JANUARY 1, 2018 THROUGH DECEMBER 31, 2020

INDEX

Article I – Agreements..... 1

Article II – Job Specification 1

Article III – Work Schedule..... 1

Article IV – Salaries..... 4

Article V – Overtime..... 5

Article VI – Longevity 5

Article VII – Educational Incentive..... 6

Article VIII – Uniform Allowance 6

Article IX – Vacations 7

Article X – Holidays 7

Article XI – Excused Absence 8

Article XII – Death/Illness in Family 8

Article XIII – Sick Leave..... 8

Article XIV – Insurance..... 9

Article XV – Medical Coverage 9

Article XVI – Meal Allowances 11

Article XVII – Leave of Absences..... 11

Article XVIII – Legal Aid..... 12

Article XIX – False Arrest..... 12

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INDEX

Article I – Agreements..... 1

Article II – Job Specification 1

Article III – Work Schedule..... 1

Article IV – Salaries..... 4

Article V – Overtime..... 5

Article VI – Longevity..... 5

Article VII – Educational Incentive..... 6

Article VIII – Uniform Allowance 6

Article IX – Vacations 7

Article X – Holidays 7

Article XI – Excused Absence..... 8

Article XII – Death/Illness in Family 8

Article XIII – Sick Leave..... 8

Article XIV – Insurance..... 9

Article XV – Medical Coverage 9

Article XVI – Meal Allowances 11

Article XVII – Leave of Absences..... 11

Article XVIII – Legal Aid..... 12

Article XIX – False Arrest..... 12

Article XX – Severability	12
Article XXI – Work Incurred Injury	12
Article XXII – Grievance Procedure	13
Article XXIII – Departmental Investigations	14
Article XXIV – Management Rights	15
Article XXV – No Strike Pledge	16
Article XXVI – Terminal Leave	16
Article XXVII – Labor Management Committee	16
Article XXVIII – Term of Agreement	17
Schedule A - Longevity	18

THIS AGREEMENT, made this ____ day of _____ 2018, by and between the **BOROUGH OF PARK RIDGE**, a municipal corporation of the County of Bergen, State of New Jersey (hereinafter referred to as the "Borough"), and **PARK RIDGE POLICE BENEVOLENT ASSOCIATION, NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL #206** (formerly known as the **PARK RIDGE POLICE DEPARTMENT EMPLOYEES ASSOCIATION**) (hereinafter referred to as the "Association").

NOW THEREFORE, it is agreed as follows:

ARTICLE I - AGREEMENTS:

The Borough agrees not to enter into agreements with anyone but the recognized representatives of the Association with regard to Police employees of the Borough of Park Ridge. For purposes of this Agreement, the representatives of the Association are:

SGT. J. Babcock
PO Gleason
PO Puglis
PO Stowe
PO Stalb
PO Santangelo

ARTICLE II - JOB SPECIFICATIONS:

The job specifications as set forth by the Department of Personnel shall govern the activities of the personnel covered by this Agreement, subject also to Chapters 2 and 26 of the Code of the Borough of Park Ridge and the rules and regulations of the Park Ridge Police Department, not in conflict with the provisions of this Agreement.

ARTICLE III - WORK SCHEDULE:

The parties hereto recognize that they have previously agreed to a Modified Pitman Schedule as set forth in a Memorandum of Understanding executed by the parties in 2017. The parties further acknowledge that the following twelve (12) hour work schedule (Modified Pitman Schedule) was and continues to be designed as a temporary and experimental change for the Park Ridge Police Department. As such, the duration of this schedule shall be subject to the following conditions and limitations:

1. The trial period initially created for one year pursuant to the aforementioned Memorandum of Understanding, as described in detail below,

shall continue to be in effect unless terminated by either party to this Agreement at the end of any calendar year. In the event either party to this Agreement elects to terminate the Modified Pitman Schedule, upon at least one month's prior notice to the other party, the work schedule shall revert to the work schedule established in Section 11.0 of the 2013 Collective Bargaining Agreement. In the event either party terminates the Modified Pitman Schedule, such termination shall not be a ground for a grievance, unless terminated for retaliatory and/or coercive purposes. In the event the Modified Pitman Schedule is terminated, all unused holiday, vacation and personal time shall be prorated to the 2013 Contract Levels on an hourly basis.

b. The Borough of Park Ridge and Park Ridge Local 206 agree to meet at mutually convenient times periodically during the trial period to evaluate the schedule and propose changes in the schedule. 2. Employees working the Modified Pitman Schedule shall be entitled to one (1), forty-five (45) minute, meal period and two (2) rest periods of fifteen (15) minutes each, which may not be taken consecutively, with a meal break, or at the beginning or end of the shift.

3. The work schedule for those working the Modified Pitman Schedule will comply with the following provisions.

The "day" shift will be between 0630-1830 hours and the "night" shift will be from 1830-0630 hours. The covered employee will work a four (4) week schedule that consists of two (2) days on, followed by two (2) days off, followed by three (3) days on, followed by two (2) days off, followed by (2) days on, followed by three (3) days off, working either the day or night shifts, with every other weekend a three-day weekend off as shown in the example below.

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	<u>Mon</u>	<u>Tues</u>	<u>Wed</u>	<u>Thurs</u>	<u>Fri</u>	<u>Sat</u>	<u>Sun</u>
Week 1	Days	Days	Off	Off	Days	Days	Days
Week 2	Off	Off	Days	Day	Off	Off	Off
Week 3	Nights	Nights	Off	Off	Nights	Nights	Nights
Week 4	Off	Off	Nights	Nights	Off	Off	Off

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In cases of emergency, the officer in charge or in control of the Department shall have the full authority to summon and keep on duty any and all such members during the period of emergency as defined by the Chief of Police pursuant to New Jersey law.


4. Work in excess of the covered employee's basic work schedule under the Modified Pitman Schedule or in excess of a twelve (12) hour shift shall be considered overtime and shall be paid at an hourly rate of one and one-half (1 ½) times the employee's base hourly rate based on 1947 hours. Work in excess of eight (8) hours for those employees working the eight (8) hour schedule shall be considered overtime and shall be paid an hourly rate of one and one-half (1 ½) times the employee's base hourly rate based on 1947 hours.

a. Except in cases of emergency, (as defined in 4(d) below) no double shifts shall be permitted for those employees working the twelve (12) hour shift schedule.

b. Except in cases of emergency, (as defined in 4(d) below), a maximum of four (4) hours of overtime may be worked if it is prior to or immediately following an employee's shift for those employees working the Modified Pitman Schedule.

c. Except in cases of emergency, an employee must have eight (8) hours off before returning to a regularly scheduled shift.

d. Emergency is defined as an unforeseen incident where the Chief or his Designee requires additional personnel on duty.

 6. Schedule Adjustment Time (Kelly Time).

The Contract between the parties states that the officer will work a total of 1947 hours in a calendar year. The Modified Pitman Schedule states that the officer will work a total of 2196 hours. The difference of 240 hours (20.75 days) will be utilized by the officer as Kelly time.

a. Mandated requests for Kelly time must be submitted as soon as it is practical to the Chief (scheduling officer) to be included on a published schedule (by the 10th of the month) prior to an approved schedule being published.

b. All Kelly time must be used within the calendar year and will not carry over to the next year. In the event of an emergency condition/extenuating circumstance where a member may have a situation where he/she cannot use the Kelly time by the end of the year such as injured off duty, military leave, maternity leave or something along those lines, any Kelly time will be utilized before any banked (comp time, vacation time, or sick time) time.

c. Officers shall continue to accrue Kelly hours while on Vacation, Holiday or during time off and due to personal time, off duty injury, compensatory time and bereavement leave. Kelly time will not accrue for extended time off due to an on the job injury (workman's compensation events) requiring time off in excess of 30 days.

7. Vacation, Personal, Death/Illness, and Sick Days

<u>Vacation</u>	<u>8 Hour Days</u>	<u>12 Hour Days</u>
First Year 8/hours/month	1-12	Up to 8 (96 hrs)
Year 1 up to 6	12	8 (96 hrs)
Year 6 up to 12	16	10 (120 hrs)
Year 12-20	20	13 (156 hrs)
Year 20 +	25	16 (192 hrs)
<u>Sick</u>	15	10 (120 hrs)
<u>Death/Illness</u>	4	3 (36 hrs)

a. Vacation days banked as provided hereinabove will be converted to hours and utilized as 12 hour vacation days for those employees working the Modified Pitman schedule.

b. Sick days banked as provided hereinabove will be converted to hours and utilized as 12 hour sick days for those employees working the Modified Pitman schedule.

c. In the event the parties terminate the Modified Pitman Schedule, posted vacation and/or personal days will remain as scheduled.

8. Employees working the Modified Pitman schedule attending a full or half day police academy course will return to work to complete the remainder of his/her twelve (12) hour shift. Any officer assigned to police training on a day he/she is scheduled for duty may use Kelly time in lieu of returning to duty if staffing levels permit.

ARTICLE IV – SALARIES

1. Employees hired on or after January 1, 2013 will receive salaries as follows based upon rank and service time except as modified below:

	2017	2018	2019	2020	
LT	\$143,078	\$146,000	\$148,800	\$151,600	LT
SGT	\$132,135	\$135,000	\$137,800	\$140,600	SGT
PO1	\$121,442	\$124,200	\$126,900	\$129,600	PO1
PO2	\$113,580	\$114,700	\$117,400	\$120,100	PO2
PO3	\$101,382	\$105,200	\$107,900	\$110,600	PO3
PO4	\$89,186	\$95,700	\$98,400	\$101,100	PO4
PO5	\$76,992	\$86,200	\$88,900	\$91,600	PO5
PO6	\$64,796	\$76,700	\$79,400	\$82,100	PO6
PO7	\$57,990	\$67,200	\$69,900	\$72,600	PO7
PO8	\$48,736	\$57,700	\$60,400	\$63,100	PO8
PROB	\$40,000	\$48,200	\$50,900	\$53,600	PROB

Those employees in PO8, PO7, & PO6 in 2017 shall remain in those steps for 2018 and thereafter beginning in 2019 move up a step on their anniversary date.

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2. The Probationary Step will apply to the Officer for twelve (12) months from the date of appointment, or until the date of his/her permanent appointment, whichever is later, whereupon step movement shall be to PO-8.

Full time Detectives assigned to the Investigative Services Bureau shall receive an annual Two Thousand Five Hundred Dollar (\$2,500.00) stipend. payable immediately following the adoption of the annual budget. Part time Detectives assigned to the Investigative Services Bureau shall receive an annual Five Hundred Dollar (\$500.00) stipend payable immediately following the adoption of the annual budget.

ARTICLE V - OVERTIME:

Employees in the rank of Police Officer and Sergeant will be paid overtime at the rate of one and one-half (1 1/2) times their respective hourly rate for time worked in excess of an employee's twelve (12) hour shift. Detectives will be paid overtime at the rate of one and one-half (1 1/2) times their respective hourly rate for time worked in excess of their eight (8) hour shift.

For call in time which is contiguous to the scheduled daily tour, the overtime rate will be paid only for those hours worked beyond the regular daily tour.

An employee in the rank of Police Officer or Sergeant, who is called to duty in an emergency or for special assignment, shall receive a minimum of two (2) hours pay at one and one-half (1 1/2) times the employee's hourly rate or may be compensated in time off in lieu of overtime pay at the employee's option. Time off shall also be given at the time and one-half (1 1/2) rate, which time off shall be subject to the approval of the Chief of Police.

Compensatory time for superior officers shall be computed and given at the time and one-half (1 1/2) rate.

All uniformed patrol overtime shifts, including work for any non-governmental agency, will be offered via a rotating seniority list. The overtime shall be offered on the basis of the annual number of overtime hours worked, with overtime being first offered to the employees having the fewest number of hours worked up to the employees having the greatest number of hours worked. If two or more employees have worked the same number of overtime hours, overtime shall be offered to the employee having the most seniority. Officers ordered to work will not be charged time on call out list. If after offering the overtime opportunity, sufficient coverage is not met, employees shall be ordered to work in an inverse order of seniority; provided, however, that unless the Chief of Police declares an emergency condition, no member shall be required to work more than two consecutive shifts, nor will any employee be called off vacation to fill the overtime positions.

The Employee will be considered on-duty in those instances, and in any other case where the employee is acting in an Employer authorized activity, any injury or illness incurred by the employee shall be considered in the line of duty and said Employee shall be entitled to all benefits thereof.

The Employer agrees that it will not unreasonably adjust shifts to avoid overtime to the Employees covered by this Agreement.

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longevity - ^{increases} w/ salary

ARTICLE VI - LONGEVITY:

1. Longevity for employees employed as of the date of this Agreement or thereafter shall be entitled to longevity increase each year of this contract as per Longevity Schedule 'A'. This Longevity Schedule will begin after the completion of the fourth year of service or the start of the 49th month of service.
2. Payment for longevity shall be part of the regular bi-weekly pay. See Longevity Schedule "A." Longevity payments shall convert to the Schedule "A" percentages after January 1, 2014 with the prior longevity scale used until said date.
3. Beginning January 1, 2015, an employee with 31 or more years of service will have their longevity payment lowered to four percent (4%).
4. Employees hired after January 1, 2014 will not become eligible for longevity payments until the beginning of their tenth (10th) year, and thereafter will receive longevity payments as listed on Schedule "A."

ARTICLE VII - EDUCATIONAL INCENTIVE:

An employee, who earns an Associate's Degree, shall receive a sum in the amount of Five Hundred (\$500.00) Dollars per year; an employee who earns a Bachelor's Degree shall receive the sum of One Thousand (\$1,000.00) Dollars per year.

Any employee attending courses leading to an Associate's or Bachelor's Degree, or for continuing education for police related work shall be reimbursed for the expense of tuition, registration and books, upon satisfactory completion of said course of instruction commensurate with a (C) grade. The employee must notify the Chief of Police in writing by January 31st prior to attending courses or risk late reimbursement. Any employee receiving reimbursement for these expenses from any other government program, except VA, shall not be eligible for reimbursement from the Borough.

All employees who have completed three (3) full years of service with the Department shall receive One Thousand (\$1,000.00) dollars per year for police academy credits earned. These amounts will be added to the employee's base salary and in equal amounts as part of the biweekly pay.

ARTICLE VIII - UNIFORM ALLOWANCE:

All employees will receive an annual uniform purchase allowance of Five Hundred (\$500.00) Dollars. This amount will be paid to each officer towards the purchase of uniforms immediately following adoption of the annual budget.

In addition, all members of the Police Department will receive a uniform clothing maintenance allowance annually in the amount of Five Hundred Dollars (\$500.00) together with an equipment maintenance allowance in the amount of One Thousand Five Hundred Dollars (\$1,500.00), with the exception of the Lieutenant who shall receive an equipment maintenance allowance in the

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cloth - 1000
Equip - 1500

Mauvo got one 1600 payment ✓
in June 2019

- 1 uniform allowance
- 2 clothing maint.
- 3 equip. maint.

Mauvo
J. Babcock

amount of One Thousand Six Hundred Dollars (\$1,600.00) for the term of this Contract only. The clothing maintenance allowance will be made in the month of December, immediately following the first public meeting of the Mayor & Council. The equipment maintenance allowance will be made in three equal \$500.00 payments (First Pay Period in: June, August, and October) (except for the Lieutenant who shall receive one \$600.00 payment). These payments will not be pensionable.

1600

The actual cost of repairing or replacing an employee's regular eyeglasses or contact lenses, if lost or damaged in the line of duty, shall be paid by the Borough with the written approval of the Chief of Police.

ARTICLE IX - VACATIONS:

All members of the Police Department shall be entitled to vacation according to the Schedule set forth in Article III hereinabove. In the event either party elects to terminate the Pitman Schedule pursuant to the provisions of Article III, vacation days/hours will be as listed in Article III Paragraph (7).

Vacations will be authorized subject to adequate personnel available to maintain police service and seniority will be recognized in the selection of vacation periods.

ARTICLE X - HOLIDAYS:

1. Holidays recognized by the Borough of Park Ridge included in base pay are as follows:

- | | |
|--------------------------|------------------------------|
| a. New Year's Day | h. Columbus Day |
| b. Lincoln's Birthday | i. General Election Day |
| c. Washington's Birthday | j. Veteran's Day |
| d. Good Friday | k. Thanksgiving Day |
| e. Memorial Day | l. Friday after Thanksgiving |
| f. Independence Day | m. Christmas Day |
| g. Labor Day | |

2. The holidays listed above will not be observed by personnel working rotating schedules unless scheduled for that day off.

3. In addition to the regular holidays heretofore set forth, the employees covered under this Agreement shall be entitled to additional holidays if additional holidays are declared by the President of the United States or the Governor of the State of New Jersey. The term "additional holidays" shall not be defined to include States of Emergency declared by the Governor or other State Official, nor shall it be defined to include any other emergent condition requiring or permitting other Borough Employees to be absent from work.

4. Employees shall be entitled to the personal days/hours listed in Article III Paragraph (7). Personal days may not be banked or carried over to the following year. Personal days shall be used at the discretion of the employee subject to the employee providing no less than two hours' notice, if practical, to the Borough and subject to the approval of the Borough which approval shall not be unreasonably withheld.

ARTICLE XI - EXCUSED ABSENCES:

Excused absences are defined as any authorized absences from scheduled hours of work for which no deductions are made from the employee's compensation, and which are not attributable to other absences under the following circumstances:

Time necessary for involuntary participation in governmental proceedings such as jury duty.

ARTICLE XII - DEATH/ILLNESS IN FAMILY:

In the event of the death of a member or the immediate family of personnel covered under this Agreement, no deduction of pay will be made because of contiguous absence not exceeding the hours listed in Article III Paragraph (7) from the date of death. Immediate family will be considered parents, step-parents, mother and father-in-laws, husband, wife, children, step-children, brother, sister, grandparents, or any member who resides in the employee's home.

In the event of an extension of absence for this cause for a reasonable period is requested, such an extension may be granted with the approval of the Chief of Police and charged against vacation time, comp hours or taken without pay.

In the event of a serious illness of a member of an employee's family, a leave of absence without pay may be granted or the employee may utilize available vacation time with the consent of the Chief of Police.

ARTICLE XIII - SICK LEAVE:

Employee(s) are entitled to one working day for every month of service during the remainder of the first calendar year of service following appointment.

After the first calendar year sick leave will be earned at the rate of fifteen (15) days per year (1 ¼ days per month) and may be accumulated. An employee who becomes ill while on vacation may use accumulated sick days for the remainder of the illness.

If an employee is absent due to illness for more than thirty-six hours upon return to duty he/she may be required to submit a doctor's certificate explaining the nature of the illness. The Chief of Police or the Borough, at their discretion, may request a doctor's certificate at any time.

ARTICLE XIV - INSURANCE:

The Borough of Park Ridge will continue to provide life insurance in the amount of Ten Thousand (\$10,000.00) Dollars for each Police Officer and Fifteen Thousand (\$15,000.00) Dollars for each rank above Police Officer.

ARTICLE XV - MEDICAL COVERAGE:

1. The Borough of Park Ridge will continue to provide full family protection for hospitalization and medical insurance as is presently in effect. The Borough may elect to change coverage to the State Health Benefits Plan inclusive of its various plan options as selected by each employee or a mirroring plan of the State Health Benefits Plan provided by the Bergen Municipal Employee Benefits Fund ("BMED") (known as the Vozza BMED plan during negotiations). For the period December 31, 2009 through December 31, 2010, the Borough has elected to provide this coverage through BMED. The Borough currently provides coverage through the Bergen Municipal Employee Benefits Fund ("BMED"). The Borough may elect to change coverage to the State Health Benefits Plan inclusive of its various plan options as selected by each employee or another plan providing the same or substantially similar benefits as presently exist, but in no event shall the coverage be less than that provided under the New Jersey State Health Benefit Plan.

2. Full time retired employees who are currently employed will be entitled to full family protection provided they have completed at least twenty-five (25) years of service credit in PFRS (Police and Fire Retirement System) with at least fifteen (15) years of that service in Park Ridge for employees hired on or before June 1, 1992, and twenty (20) years of that service in Park Ridge for employees hired subsequent to that date, and have no other coverage from any other employment. Any service credit time bought back by an employee that was served in the United States Armed Forces shall be considered service with Park Ridge and shall be counted against the service time with the Borough required above. Employees hired on or after January 1, 2013 will not receive medical/hospital coverage after leaving service with the Borough. In lieu of providing medical/hospital coverage, employees hired after January 1, 2013 will receive an annual payment of \$3,000.00 to be paid into a new irrevocable "rabbi" trust under IRC 457(J) for each new employee, said account to be utilized in the employees' discretion after terminating employment with the Borough. Annual payments into said account shall be made on the employee's anniversary date. If an employee ceases employment during the twelve month period prior to said anniversary date, the Borough shall pay a pro-rated amount for that portion of the twelve month period of employment.

3. A current Borough employee, upon retirement and fulfilling all requirements thereof, shall be covered in full by medical/hospital coverage as enjoyed by all full-time employees until the date of his/her death at no cost to the employee except that subject to the employee's obligation to contribute to said costs in such amounts as are set forth in Paragraph 8 of this Article. Thereafter, the surviving spouse of the retired employee shall also be covered in full until the date of his/her death at no cost subject to the contribution amounts set forth in Paragraph 8 of this Article whereby this survivor benefit shall cease.

Nothing herein shall be deemed to affect the insurance coverage presently being provided to former employees already retired or surviving spouses and children as of the date of this Agreement except insofar as contributions for insurance coverage are required pursuant to The Pension and Health Benefit Reform Act, P.L. 2011, Chapter 78.

4. A surviving spouse of an employee who was covered in the insurance program will continue to be covered in full for two (2) years at no cost to the surviving spouse provided said spouse contributes to the cost of said insurance as required by The Pension and Health Benefit Reform Act, P.L. 2011, Chapter 78. After said two (2) year period, the surviving spouse shall be

offered the opportunity to continue coverage, but at said spouse's own expense, provided, that within the two (2) year period such spouse does not have any other hospitalization or medical coverage, except for Medicare and/or Medicaid coverage.

5. There is hereby established a Borough of Park Ridge Employee Insurance Review Committee comprised of one (1) member from each Collective Bargaining unit, one (1) member representing the non-collective bargaining exempt employees and one (1) member from the Governing Body (Borough).

The Committee will meet on an as needed basis, but not less than four (4) meetings a year. The Committee will review any employee inquiry that may have resulted in a claim not being paid correctly or the Plan benefit not being administered correctly. It will be the responsibility of the Committee to convene a meeting and review all facts, documentation and bills submitted by the provider to determine if the Plan properly administered and paid out the benefit according to the Plan Document.

6. If established that a benefit has been paid incorrectly due to a claim processing error, then the current claims administrator will make proper adjustments. If it is determined that the Plan Document did not reflect the coverage in effect as of December 31, 1990, then the Borough of Park Ridge, upon the recommendation of the Park Ridge Employee Insurance Review Committee, will provide written directive to current claims administrator to make an amendment to the Plan Document. If the Borough elects to change the coverage as permitted by this Article, then the effective date of the new Plan Document shall replace the date of December 31, 1990.

7. Each employee shall be required to contribute monthly to the costs of such insurance at those levels established pursuant to The Pension and Health Benefit Reform Act, P.L. 2011, Chapter 78, currently Tier Four payments, or such contributions as may be required under any successor legislation. This provision is specifically subject to any changes in the laws of the State of New Jersey affecting public employees within the State.

8. Employees who are employed as of January 1, 2013 shall, upon retirement, contribute to medical insurance costs in such amounts as are required by The Pension and Health Benefit Reform Act, P.L. 2011, Chapter 78, or in such amounts as may be required under any successor legislation. Employees hired after January 1, 2013 shall not be entitled to medical insurance coverage upon retirement.

ARTICLE XVI - MEAL ALLOWANCE:

A meal allowance of the appropriate amount shall be available to employees who are required to work three (3) hours before or after their regularly scheduled shift; or any call out other than shift coverage, of four (4) or more hours.

- | | |
|--------------------|--|
| \$8.00 Breakfast - | called in 3 or more hours before a day shift.
staying 3 or more hours after the midnight shift. |
| \$9.00 Lunch- | called in 3 or more hours before the evening shift. |

staying 3 or more hours after the day shift.

\$12.00 Dinner

called in 3 or more hours before the midnight shift.
Staying 3 or more hours after the evening shift.

Meal allowances shall be available to any employee who attends any out of Borough Police Academy class, seminar, or any meeting scheduled by the Chief of Police or anyone acting on their behalf and upon presentation of proper documentation for payroll processing.

ARTICLE XVII - LEAVE OF ABSENCE WITHOUT PAY:

An employee may take a leave of absence without pay for valid reasons, as determined by the Chief of Police with the approval of the Mayor and Council, for a period not to exceed twelve (12) months. Such leave shall not be considered service and no credits including vacation shall accrue from such leave. If an employee is granted a leave of absence said employee shall first utilize any and all unused vacation time, sick time and comp time. In the event the employee is granted such leave of absence and is insured under the Borough's health/medical/dental insurance plan, the employee, during said leave of absence, shall reimburse the Borough in an amount equal to its actual cost of said insurance during said leave of absence except that if the employee is using vacation time, sick time and comp time, then, in such event, the employee shall be charged his/her regular payroll deduction for said costs until he/she has exhausted his/her unused vacation time, sick time and comp time. Notwithstanding the provisions of this paragraph, the parties shall be subject to the New Jersey Family Leave Act, N.J.S.A. 34:11B-1 et seq.

ARTICLE XVIII - LEGAL AID:

The Borough will provide legal aid and liability to the employee in suits or other legal proceedings against the employee arising from incidents in the line of duty. This provision will not be applicable to any disciplinary or criminal proceeding instituted against the employee by the employer.

ARTICLE XIX - FALSE ARREST INSURANCE:

The Borough of Park Ridge shall continue to provide employees with insurance coverage protecting them from civil suits arising out of the performance of their duties including, but not limited to false arrest.

ARTICLE XX - SEVERABILITY:

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

ARTICLE XXI - WORK INCURRED INJURY:

Where an employee covered under this Agreement suffers a work-connected injury or disability, the Borough 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. During this period of time, all temporary disability benefits accruing under the provisions of the Worker's Compensation Act shall be paid over to the Borough.

The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work, and the Mayor and Council may reasonably require the said employee present such certificates from time to time.

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 Borough 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 Worker's Compensation establishing such further period of disability and such findings by the Division of Worker's Compensation or by the final decision of the last reviewing Court shall be binding upon the parties.

For the purpose of this Article, work incurred injury shall mean injury or illness incurred while the employee is acting in an official police capacity.

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 Worker's Compensation Judgment, or if there is an appeal therefrom, the final decision of the last reviewing court.

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.

In the event an employee visits a doctor at the request of the Borough and a portion of the time required for such visit occurs during the period when the employee is scheduled for a normal tour of duty, the employee shall be excused and paid for the excused portion of the scheduled tour as if it were time worked.

ARTICLE XXII- GRIEVANCE PROCEDURE:

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

For the purpose of this Agreement, the term "grievance" means any complaint, difference or dispute between the Borough and any employee with respect to the interpretation, application or violation of any of the provisions of this Agreement, any rule, policy or regulation of the Department.

(A) STEP ONE

In the event that any employee covered by this Agreement has a grievance, then within ten (10) working days, from the happening of the event that constitutes the grievance, the grievance shall be presented, in writing, to the Chief of Police. The Chief shall render a decision within five (5) working days after the grievance was first presented. In the absence of the Chief, the grievance shall be presented to the next ranking officer in charge of the Department for determination.

(B) STEP TWO

If the employee wishes to appeal the decision of the Chief of Police or the Supervisor in charge, if the Chief is absent, he/she shall present, in writing, to the Borough Administrator such an appeal within five (5) working days of the decision of the Chief. This presentation shall include copies of all previous correspondence and correspondence relative to the matter in dispute. The Borough Administrator shall provide the employee the opportunity to be heard and will give his/her decision in writing within twenty (20) working days of receipt of the written grievance.

(C) STEP THREE

If the grievance has not been or cannot be resolved through Steps 1 or 2, or if the Association seeks to appeal the decision arrived at in Step 2, the grievance will then be sent, in writing, to the governing body within five (5) working days of the decision made by the Borough Administrator under Step 2. Upon receipt of the grievance by the governing body, the governing body will give the Association the right to be heard on the grievance and render a decision in writing within twenty (20) working days from receipt of the grievance.

(D) STEP FOUR - ARBITRATION

1. If no satisfactory resolution of the grievance is reached at Step 3, then within fifteen (15) working days the grievance shall be referred to the Public Employment Relations Commission for the selection of an arbitrator, pursuant to the rules of PERC. The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.
2. The arbitrator shall have no authority to add or subtract from the Agreement. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the Borough's governing body or its representative on the grievance.
3. Further, it is the intent of the parties that no matter in dispute that is subject to the review and/or the decision of the Department of Personnel & Merit System Board of the State of New Jersey may be submitted to arbitration. The parties herein direct the arbitrator not to accept or to decide any matter in dispute that is subject to Department of Personnel & Merit System Board review and decision.
4. Employees covered by this Agreement shall have the right to process their own grievance, with or without an Association representative.
5. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any Step in the Grievance Procedure.

ARTICLE XXIII - 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 Police Force regarding an alleged violation of Rules and Regulations of the Department shall be commenced within ten (10) days after the alleged infraction could have been reasonably known.
2. 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.
3. 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 alleged incident occurred.
4. The member of the force shall be informed of the nature of the investigation before any interrogation commences. A signed written statement by the complainant to reasonably apprise the member of the allegations shall 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.
5. 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.
6. The member of the force shall not be subject to any offensive language, nor shall he/she be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.
7. At every stage of the proceedings, the Department shall afford an opportunity for a member of the force, if he/she so requests, to consult with counsel and/or their Association representative before being questioned concerning a violation of the Rules and Regulations. Said request for consultation during interrogation shall not delay the interrogation beyond one (1) hour for consultation with their Association representative, nor more than two (2) hours for consultation with their attorney.
8. In cases other than Departmental Investigations, if a member of the force is under arrest or if he/she is a suspect or the target of a criminal investigation, he/she shall be given their rights pursuant to the current decisions of the United States Supreme Court.
9. 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.

ARTICLE XXIV - MANAGEMENT RIGHTS

The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but not limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Borough Government and its properties and facilities and the activities of its employees.
2. 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.
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.
4. The selection of all insurance carriers

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

ARTICLE XXV - NO STRIKE PLEDGE

The Association covenants and agrees that during the term of this Agreement neither the Association, nor any person acting on its behalf, will cause, authorize or support, nor will any of its members take part in any strike (ie: the concerted failure to report for duty or willful absence or any employee from their position, or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action interfering with normal operations against the Borough.

In the event of a strike, work stoppage, slowdown or other job action interfering with the normal operation of the Department, it is covenanted and agreed that participation in any such activity by an employee covered by this Agreement shall be deemed grounds for discipline of such employee or employees, subject, however, to the Grievance Procedure and/or the provisions of Title 40.

The Association will do everything in its power to prevent any of its members or persons acting in their behalf, from taking part in any strike, slowdown, walkout or job action interfering with the normal operations and will take whatever affirmative steps are necessary under the circumstances to prevent and terminate such illegal action.

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

David

Albameda
Lamy
Sant
Powers
D'Arco

ARTICLE XXVI - TERMINAL LEAVE

Employees who retire after twenty-five (25) years of service shall be paid a sum equal to twenty-five (25%) percent of the total number of said officer's accrued sick days to a maximum of two hundred (200) accrued days.

Payment shall be at the base rate of the officer at the time of retirement. Payment may be made over a period of three (3) years in equal installments. Notification of intention to retire must be given by December 31st of the year preceding retirement.

ARTICLE XXVII - LABOR MANAGEMENT COMMITTEE

Both parties agree to establish a joint labor-management committee to discuss and resolve any current or future issues as they might relate to this Agreement or operating rules and regulations of the Department. This committee will consist of two (2) members from the Collective Bargaining Unit, two (2) members from the Governing Body and the Chief of Police.

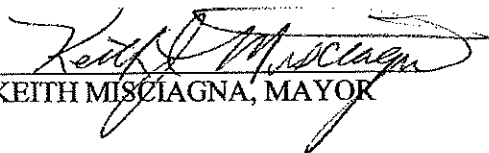
ARTICLE XXVIII - TERM OF AGREEMENT

This Agreement shall be effective January 1, 2018 and shall terminate December 31, 2020. It is not the intention of the Borough to make any changes in existing benefits, practices or policies not covered in this Agreement. If a new Agreement is not agreed upon prior to the expiration of this Agreement, all benefits covered in this Agreement will remain in effect until a new Agreement is signed.

IN WITNESS WHEREOF, the parties hereto have hereunder affixed their hands and

seals.

BOROUGH OF PARK RIDGE

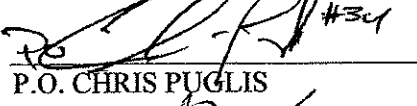
BY: 
KEITH MISCIAGNA, MAYOR

**NJ STATE PBA LOCAL 206
(PARK RIDGE UNIT)**

BY:  31
SGT. J. BABCOCK

BY:  #38
P.O. JOHN GLEASON

BY:  #39
P.O. GREG SANTANGELO

BY:  #34
P.O. CHRIS PUGLIS

BY:  #76
P.O. TODD STOWE

BY:  #30
P.O. GREG STALB

ATTEST:

BY: 

LONGEVITY

Schedule A

Years 5-6 One Percent (1%)

Years 7-9 Two Percent (2%)

Years 10-12 Four Percent (4%)

Years 13-15 Five Percent (5%)

Years 16-18 Six Percent (6%)

Years 19-30 Eight Percent (8%)

After 30 years 4%



