# **PREAMBLE**

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THIS AGREEMENT, made this 14 day of Dezember, 1976, between the VILLAGE OF RIDGEFIELD PARK, hereinafter referred to as the "VILLAGE", and P.B.A. LOCAL 86, hereinafter referred to as the "P.B.A."

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering salaries, hours of work, and other conditions of employment as set forth herein.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained, the parties hereto agree with each other in respect to the employees of the VILLAGE recognized as being represented by the P.B.A. as follows:

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Institute of Management and
Labor Relations •

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## RECOGNITION AND RIGHTS

The VILLAGE recognizes the P.B.A. as the sole and exclusive representative for purposes of collective bargaining negotiations for all patrolmen, sergeants and lieutenants of the Village of Ridgefield Park Police Department, but excluding the Chief of Police, Captains and all other employees.

Unless otherwise indicated, the terms, patrolman, employee, employees, or officers whenever used in this Agreement shall refer to all persons who are employed by the Village of Ridgefield Park Police Department and who are represented by the P.B.A. in the above designated negotiating unit.

The P.B.A. recognizes that the VILLAGE is a public benefit corporation, that it was created and exists by virtue of statutory enactments, that it is in the nature of a political subdivision, and that its operations are for the public benefit.

By reason thereof, the P.B.A. and the VILLAGE acknowledge that the power of the VILLAGE and P.B.A. to enter into this Agreement or any of the provisions thereof is or may be subject to legal limitations; and in the event any part or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or any decree of a court or tribunal of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portion thereof.

The parties hereto further agree that this Agreement will be subject to comply with and be governed by all applicable laws, executive orders of the President of the United States and the Governor of the State of New Jersey, decisions, rulings and regulations of any court or tribunal of competent jurisdiction.

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# MANAGEMENT RIGHTS

All rights, duties, powers, authority and responsibilities conveyed to and vested in the VILLAGE previous to the signing of this Agreement by the laws and Constitution of the State of New Jersey and the United States are hereby retained by the VILLAGE. These rights, duties, powers, authority and responsibilities shall be limited only by the terms of this Agreement.

# ARTICLE 3

## **EMPLOYEES' RIGHTS**

- A. The parties recognize and affirm that their relationship is covered by the "New Jersey Employer-Employee Relation Act", the laws of 1968, Chapter 303, as amended by the laws of 1974, Chapter 123, (N.J.S.A. 34:13A-1, et seq.), and they agree in the conduct and procedures of their collective negotiations to be bound by the rules and regulations of the New Jersey Public Employment Relations Commission.
- B. The VILLAGE agrees that it will not enter into any contract or memorandum of agreement with anyone but the recognized association (the P.B.A. Local 86, Ridgefield Park Unit) with regard to the catagories of personnel covered by this agreement during the term of this agreement. This provision, however, shall not, in any way, bar the remedies available to the VILLAGE with regard to decertification, as provided under the New Jersey Administrative Code.
- C. Except as otherwise provided herein, the employees shall retain all civil rights as provided under Federal and New Jersey State laws.

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## NO STRIKE AND NON-INTERFERENCE

The P.B.A. hereby agrees that it will not sanction any strike of any kind, slowdown, sit-down, stay-in, boycott, picketing, work stoppage, mass absenteeism, nor will it sanction any other type of organized interference or delays in traffic or deliveries, coercive or otherwise by its members and will do everything within its power to prevent its members from participating in any unauthorized activity.

In the event that any of the employees violate the provision of the above paragraph, the P.B.A., after receiving notification from the VILLAGE, shall direct any of its members who participated in such action to return to their jobs and shall forward copies of such direction to the governing body of the VILLAGE.

It is understood that violation of the provisions of this paragraph may subject any employee participating in the activities stipulated above to disciplinary action by the VILLAGE, which may include termination of employment. Said disciplinary action shall be governed by and subject to the laws of the State of New Jersey.

The VILLAGE agrees that there shall be no discrimination, interference, or coercion by the VILLAGE or any of its agents against any representative or member of the P.B.A. because of his membership in or his activities connected with P.B.A. Local 86.

The P.B.A., or any of its agents, shall not intimidate or coerce employees into membership. Neither the VILLAGE nor the P.B. A. shall discriminate against any employee because of race, creed, color, age, sex or national origin.

The parties recognize the provisions of N.J.S.A. 40A:14-147, et seq., dealing with discipline, and agree to be bound by the same where applicable. However, the parties agree that the members of the P.B.A. shall be given the opportunity to waive their rights granted under these statutes, and such waiver shall be binding on both the

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# NO STRIKE AND NON-INTERFERENCE (CONTINUED)

VILLAGE and the P.B.A. Said waiver shall be in writing and shall be addressed to and delivered to the Chief of Police within five (5) days of notice by the Chief of Police that a complaint has been, or is about to be served upon them.

The parties agree that there shall be no action by either of them in violation of any State or Federal law.

Nothing herein shall be construed to limit the right of the Village to seek injunctive relief or any other appropriate relief before a Court of competent jurisdiction.

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## RULES AND REGULATIONS CURRENTLY IN EFFECT

The parties recognize that the rules and regulations of the Police Department of the VILLAGE, which were published and became effective in October, 1955 and which are contained in a booklet designated as Police Ordinance and Manual of Rules and Regulations, commonly known as the "Blue Book", are still in full force and effect in their entirety and shall remain in full force and effect, except as modified by this Agreement, until they are modified, reversed, or amended in whole or in part by the governing bady of the VILLAGE. Any modification of existing rules and regulations gaverning warking conditions shall be negatiated with the representative of the P.B.A. before it is established.

Said rules and regulations shall only be limited by the terms of this Agreement and by the laws, Constitution, statutes, and decisions of courts of competent jurisdiction of the State of New Jersey and the United States.

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# ISSUES BARGAINED

The parties acknowledge that, during negotiations which resulted in this

Agreement, each had the unlimited right and opportunity to make demands and proposals
with respect to any subject or matter not removed by law from the area of collective
bargaining and that the understandings and agreements arrived at by the parties after the
exercise of that right and opportunity are set forth in this Agreement.

Therefore, the VILLAGE and the P.B.A. for the life of this Agreement,
each voluntarily and unqualifiedly waives the right, and each agrees that the other
shall not be obligated to bargain collectively with respect to any subject or matter (except
1978 base pay scales) whether or not referred to or covered in this Agreement, even though
such subject or matter may not have been within the knowledge or contemplation of
either or both of the parties at the time they negotiated this Agreement.

Both parties agree that neither party may change any benefit herein granted without the written consent of the other.

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# CONDUCTING ASSOCIATION BUSINESS

No officers, members, or representatives of the said P.B.A. shall conduct any association business on VILLAGE time except as specified in this Agreement.

No P.B.A. meeting shall be held on VILLAGE time unless specifically authorized by the VILLAGE.

The P.B.A. will notify the VILLAGE in writing of the names of one (1) representative and one (1) alternate selected from the employees' group which it wishes to authorize to confer with management or grievances or other matters of mutual interest.

The VILLAGE agrees that it will permit the authorized representative or his alternate (but not both) to take a reasonable amount of time from his job to confer with management or to investigate grievances without loss of pay, provided prior arrangements to be excused are made with the Chief of Police.

The VILLAGE will not hold any meeting at the offices of the P.B.A. without prior permission of the P.B.A. Said offices are located at the home of the President of P.B.A. Local 86.

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# DURATION

This Agreement shall become effective on January 1st, 1976, at 12:01 a.m. and shall remain in full force and effect until midnight, December 31, 1978. If upon expiration of this Agreement at midnight, December 31, 1978 a new agreement has not been entered into between the parties, then this Agreement shall continue in full force and effect until a new Agreement shall be executed between the parties. However, either party may serve written notice upon the other to terminate this Agreement after midnight, December 31, 1978 by giving thirty (30) days notice to the other party.

On or after September 1,1978, either party may serve upon the other party a written notice of an intent to commence negotiations for a new contract. The parties will make every effort, after notice is served, to promptly commence negotiations in accordance with "New Jersey Public Employer-Employee Relations Act" in a good faith effort to reach an agreement on all matters concerning the terms and conditions of employment of the members of the P.B.A.

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# SPECIAL POLICE

The P.B.A. hereby recognizes that the VILLAGE shall have the right in its discretion to utilize the services of the voluntary special police force at such times and under such circumstances as the VILLAGE may see fit in order to provide for the public benefit, provided the use of said voluntary special police force does not change any of the benefits granted herein to the P.B.A.

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#### GRIEVANCE PROCEDURE

A. grievance is defined as and limited to an alleged violation of a specific provision of this Agreement and the "Blue Book" referred to in Article 5.

All grievances shall be written in triplicate and such writing shall contain a clear and concise statement of the grievance and indicate the issued involved, the relief sought the date the incident or violation took place, and the specific section or sections of the Agreement involved.

An employee may choose to have his attorney and/or the P.B.A. representative represent him in any step of the grievance procedure.

All grievances must be presented promptly and no later than ten (10) days from the date the grievant first became aware of the cause of such grievance.

Any grievance, which arises after the effective date of this Agreement, shall be first presented by the aggrieved employee to the Chief af Police.

Grievances which have not been settled by the Chief of Police to the satisfaction of the employee under the foregoing procedure within five (5) days of the presentation, to be considered further, must be filed within five (5) days after the disposition by the Chief of Police, who at the time of said disposition shall notify the employee of his decision. The grievance shall be presented to the Commissioner on the governing body af the VILLAGE, who is in charge of the Palice Department. The Chief of Police and the Commissioner will meet with the employee and his representative and attempt to resolve the grievance. A written decision will then be made by the Cammissioner and returned to the employee or his prepresentative within ten (10) days from its presentation to the Cammissioner.

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# GRIEVANCE PROCEDURE (CONTINUED)

If dissatisfied with the decision rendered by the Commissioner or if the Commissioner fails to render a decision, to be cansidered further the grievance must be appealed to the governing body of the VILLAGE within fifteen (15) days of receipt of the written decision of the Commissioners. The governing body of the VILLAGE will meet with the employee and his representative and the Chief of Police and attempt to resolve the grievance. A written decision will be made following the meeting with the governing body of the VILLAGE and returned to the employee or his representative within fifteen (15) days from its presentation to the governing body of the VILLAGE.

If dissatisfied with the decision rendered by the governing body of the VILLAGE, an employee may resort to a Court of competent jurisdiction, and nothing herein shall be construed as a waiver of that right. Said appeal to a Court of competent jurisdiction shall be made within fifteen (15) days from the date of the receipt of the written decision of the governing body.

All expenses and costs (such as attorneys' fees, transcripts, taking of depositions, calling of witnesses, etc.) incurred with regard to any step in this grievance procedure, shall be born by the party at whose request these expenses were incurred, and said party shall not look to the opposing party for reimbursement of same.

Grievances not appealed within the designated time limits in any steps of the grievance procedure will be considered as having been adjudicated on the basis of the last preceding management answer. Grievances not answered by management within the designated time limits in any steps of the grievance procedure may be appealed to the next steps within ten (10) days of expiration of the designated time limits in any step of

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# **GRIEVANCE PROCEDURE (CONTINUED)**

the grievance procedure.

The grievance procedure set out above shall be the exclusive procedure for the adjustment of any disputes arising from the alleged violation of the Agreement and the "Blue Book" as referred to in Article 5.



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## TRANSPORTATION TO AND FROM WORK

Henceforth, the use of police vehicles for the transportation of police officers to and from work shall cease, except in case of emergencies and then only with the approval of the Tour Commander.

# ARTICLE 12

# MEETINGS

It is agreed that representatives of the VILLAGE and representatives of the P.B.A. will meet from time to time upon request of either party to discuss matters of general interest or concern, matters which are not necessarily a grievance, as such.

A written notice indicating the purpose of the meeting shall be mailed or hand delivered within three (3) days prior to the date of the said meeting to the interested representatives of both the VILLAGE and the P.B.A.

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#### HOURS OF WORK AND OVERTIME

#### A. General Provisions:

Each employee of the Police Department shall be responsible for the completion of two thousand eighty (2,080) hours of service each calendar year inclusive of holiday and vacation hours. The Chief of Police shall set all work schedules and shifts.

The first shift shall be 12:00 a.m. to 8:00 a.m., the second shift shall be 4:00 p.m. to 12:00 a.m., and the third shift shall be 8:00 a.m. to 4:00 p.m.

#### B. Detective, Traffic and Juvenile Bureaus:

For those members assigned to the Detective Bureau, Traffic Bureau and Juvenile Bureau, the standard work week shall begin on Sunday at 12:01 a.m. and shall end at midnight Saturday. The standard hours shall be eight (8) consecutive hours in one day and five (5) consecutive days for na morethan forty (40) hours in the standard work week. Those members assigned to these bureaus shall be compensated for any overtime worked pursuant to Section 18-11 of the General Ordinances of the VILLAGE, as it currently exists ar as it may be amended at the term of this cantract providing said amendment does not result in a decrease in said campensation.

# C. All other Employees:

For all other emplayees of the VILLAGE represented by the P.B.A., the standard work day shall consist of eight (8) hours, which the standard for the standard f

working days and two (2) consecutive days off. This is the work shift currently in effect.

Since under this four and two (4 and 2) work week only ane thousand nine hundred forty-four (1,944) hours of service will be campleted in each year by each employee of the P.B.A., and since each employee is responsible for the performance of two thousand, eighty (2,080) hours af service each year, a deficit of one hundred thirty-six (136) hours

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# HOURS OF WORK AND OVERTIME (continued)

will result each year. In order to reduce this deficit of one hundred thirty-six (136) hours all time off accruing as the result of the VILLAGE's granting the twelve (12) holidays referred to in Article 16 of this Agreement, shall be applied against this one hundred thirty-six (136) hour deficit. Consequently, this deficit will then be reduced to forty (40) hours per year. In order to further reduce this deficit the first forty (40) hours of overtime worked by each employee shall be applied to the reduction of this deficit, and then once this forty (40) hour deficit has been completely eliminated the respective employee shall be entitled to receive compensation either by the receipt of compensatory time off during the calendar year 1976, or by the payment of cash for the calendar year 1977 and 1978 as hereinafter provided.

For the calendar year 1976 all overtime in excess of the forty (40) hour deficit shall be compensated by the granting of compensatory time off. All compensatory time off shall be given on a one for one basis. That is, one (1) hour of compensatory time off shall be given for each hour of overtime worked. For the calendar years 1977 and 1978, the first forty (40) hours of overtime worked by an employee shall as stated above be applied to the reduction of the forty (40) hour deficit. The second forty (40) hours, (that is, hours forty—ane (41) through eighty (80)) of overtime worked shall be compensated monetarily at the rate of straight time (base hourly rate). The eighty—first (81st) hour of overtime worked by each employee and all overtime worked thereafter shall be compensated monetarily at the rate of one and a half (1 1/2) time of the base hourly rate. To compute the base hourly rate of an employee for overtime purposes, the employee's yearly base salary as designated in Article 14 shall be divided by two thousand eighty (2,080) hours.

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## HOURS OF WORK AND OVERTIME (continued)

The VILLAGE will pay the cash overtime on a quarterly basis with the payment to be made on the third (3rd) regular pay day after the quarter ends.

Since each party to this Agreement recognizes that at the end of 1976 and 1977 and 1978 there may be certain employees who have not worked sufficient overtime to reduce the deficit referred to above to zero, and also that there may be certain employees who during the year 1976 have not only eliminated their deficit but also have accumulated compensatory time off which is due them, it is agreed that during the months of January, February and March of 1977, 1978, and 1979, each party shall in good faith make every effort to make adjustments in the hours of work to insure that the VILLAGE has received all the time due to it and to insure that each employee has received all time due to him. January, February and March 1977 shall be used to adjust the time for the year 1976. January, February and March 1978 shall be used to adjust the time for the year 1977. January, February and March 1979 shall be used to adjust the time for the year 1978. In the event that the adjustment of time either to an employee or to the VILLAGE has not been completed as of March 31st of the respective adjustment period, then, and insert that event, all time due either party shall be cancelled.

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# SALARY

The salaries for the year 1976 shall be:

Lieutenant of Police
Sergeants of Police
PatrolmenFirst Year
PatrolmenSecond Year
PatrolmenThird Year
PatrolmenFourth Year and Maximum\$ 13,650.00
The salaries for the year 1977 shall be:
Lieutenant of Police
Sergeant of Police
PatrolmenFirst Year
PatrolmenSecond Year
Patrolmen Third Year
PatrolmenFourth Year and Maximum\$ 14605.00 Fig. 14/76

All pay periods shall be in accordance with the public employees payroll procedure for all VILLAGE employees as is currently in existence. Should the pay period fall on a holiday, such pay period shall be in accordance with the VILLAGE's current procedure for all employees.

The salary scale for the year 1978 for all employees covered by this Agreement shall be negotiated between the parties, which negotiations shall start prior to September lst, 1977.

The 1978 salary scale shall be the only subject of this contract which shall be renegotiated during the term of this Agreement.

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## LONGEVITY

All full time members of the Police Department shall receive longevity pay of one percent (1%) for each four (4) years of completed service to a maximum of five percent (5%). Said longevity compensation shall be calculated upon the base annual salary of each employee.

# ARTICLE 16

# **HOLIDAYS**

All full time members of the Police Department shall have twelve (12) paid holidays as follows:

1.	New	Year's	Day
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- .. ....
- 2. Lincoln's Birthday

3. Washington's Birthday

- 4. Good Friday
- Easter Sunday
- 6. Memorial Day

- 7. Independence Day
- 8. Labor Day
- 9. Columbus Day
- 10. Veterans Day
- 11. Thanksgiving Day
- 12. Christmas Day

All holidays shall be given to members as back days off at a time when they will not conflict with the proper performance of police duties.

For those members of the P.B.A. who work a four and two (4 and 2) work week all the above holidays shall be used to reduce the deficit (referred to in Article 13) resulting from the working of a four and two (4 and 2) work week.

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# HOSPITALIZATION AND LIFE INSURANCE

The VILLAGE shall maintain the same or similar type of medical coverage and life insurance as is currently being provided for the members of the Police Department. However, should the VILLAGE change from one carrier or company to another, this change shall be done in such a manner so that all coverage will be continuous and without interruption.

# ARTICLE 18

# **CLOTHING ALLOWANCE**

A clothing allowance of one hundred fifty dollars (\$150.00) per employee, shall be allowed for the calendar year 1976. A clothing allowance of two hundred dollars (\$200.00) per employee, shall be allowed for the calendar years 1977 and 1978.

This allowance shall be for the purchase of replacement clothing and shall be paid only upon presentment of a VILLAGE voucher and supporting evidence of purchase of replacement items. Said clothing allowance shall not be for the purchase of any foot gear.

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# VACATION

The vacation period for each member of the P.B.A. shall begin on

January 1 of each vacation year and shall continue in effect until December 31 inclusive

of the same year. Annual vacation will be granted to employees covered by this

Agreement who have completed the required service as of the eligibility date for the

particular vacation year as provided below.

Patrolmen appointed to the department from January 1 to June 30 of the vacation year shall be entitled to one day's vacation for each calendar month of service completed between January 1 and June 30 of the said vacation year. Patrolmen appointed from July 1 through December 31 inclusive of the said vacation year shall not receive any vacation during said vacation year, but shall be entitled to the vacation benefits in the next year as indicated in the subsequent paragraphs.

All employees having completed less than five (5) full calendar years of service as of 12:01 a.m. of January 1 of the vacation year shall be entitled to receive ten (10) working days of vacation time. Each employee having completed less than fifteen (15) full calendar years of service but more than five (5) full calendar years of service as of 12:01 a.m. of January 1 of the vacation year shall be entitled to receive fifteen (15) working days of vacation time. Eoch employee hoving completed more than fifteen (15) full calendar years of service as of 12:01 a.m. of January 1 of the vacation year shall be entitled to receive twenty working days of vacation time.

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## SICK LEAVE

Each member of the P.B.A. shall be entitled to sick leave as follows:

In the event that any employee becomes unable to work as a result of injury incurred or illness contracted in connection with and as a result of services performed in his capacity as a member of the VILLAGE Police Department (hereinafter referred to as "Service Connected Disability"), the VILLAGE shall pay to the employee, so long as he shall remain unable to work, the difference between the amount he received as Workmen's Compensation Temporary Disability Insurance Benefits plus any other monetary disability benefits (excluding medical expenses) he receives or is entitled to receive and his salary. Such payments by the VILLAGE to the employee shall continue for such period of time as deemed fit and proper by the Police Commissioner in his sole discretion, such period not to exceed one (1) year. However, this provision shall not prohibit the VILLAGE in its sole discretion from retiring or making application to the applicable New Jersey State Officia, Commission or Agency for the retirement of any disabled employee pursuant to applicable New Jersey Statutes, rules and regulations.

If there is a dispute between the employee and the VILLAGE as to whether or not the employee's illness or injury is service connected, that issue shall be resolved by the determination made by the Workmen's Compensation Bureau in connection with the employee's application for Workmen's Compensation Benefits.

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# SICK LEAVE (continued)

With regard to illness or injury which is not service connected, each employee covered by this Agreement shall be entitled to seven (7) days of sick leave with pay during the calendar year 1976, and ten (10) days of sick leave with pay during the calendar years 1977 and 1978. However, there has been established to the credit of each employee, effective as of midnight, December 31, 1973, a "bank" of sick leave days, as indicated in the schedule below, which bank has been established for the purpose of permitting drawings to be made against same for future use.

The net amount of sick leave days contained in this bank has been adjusted to reflect the annual allotments of sick leave days for prior years and to also reflect a reduction for all sick leave days used during prior years.

# No. of Full Calendar Years of Service:

# Completed as of Midnight, December 31, 1973.

More than	but	Less than	Addition	al Sick Leave Days
0		l year		5 days
1	,	5		10
6		10		l5 ·
11		15		20
16		20		25
21 and ove	r	•		30

The VILLAGE agrees that any sick leave not used by any employee, whether it be the annual allotment for the years 1976, 1977, or 1978, or the net amount of unused

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# SICK LEAVE (continued)

sick leave days contained in the bank as of January 1, 1976, may be accumulated by each employee during the term of this contract. Any sick leave taken in excess of the amounts referred to above shall be without pay.

All illness, injuries, or disabilities resulting from any cause whatsoever, shall be certified by an examining physician appointed by the governing body.

IN WITNESS WHEREOF, the parties have hereunto caused their presence to be signed by their proper officials and agents and caused their seals to be affixed hereto the date and year first above written.

ATTEST

ROSEMARY CASOLA

NOTARY PUBLIC OF NEW JERSEY My Commission Empires Navamber 4, 1979

LOCAL P.B.A. 86

VILLAGE OF RIDGEFIELD PARK

ATTEST:

BY: Sugar Distriction Eugene P. McIntyre

ROSEMARY CASOLA NOTARY PUBLIC OF NEW JERSEY My Commission Expires November 4, 1979

# REPRESENTATION OF AUTHORIZATION TO EXECUTE THIS AGREEMENT

Each of the individuals whose signatures appear below hereby represents that they are authorized, either individually or jointly, to execute this Agreement and to bind the respective parties to this Agreement.

ATTEST:

ROSEMARY BASOLA
NOTARY PUBLIC OF NEW JERSEY

LOCAL P. B. A. 86

Thomas Connors

By: Caket I morris

Robert Morris

VILLAGE OF RIDGEFIELD PARK

y: Cugane P. McIntyre

Louis J. Perna

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ROSEMARY CASOLA

NOTARY PUBLIC OF NEW JERSEY

My Commission Expires November 4, 1979