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2339

AGREEMENT

Between

BOROUGH OF RIVERDALE

and

RIVERDALE P.B.A.

January 1, 1994 through December 31, 1996

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PREAMBLE

THIS AGREEMENT, made this day of , 1994 by and between the BOROUGH OF RIVERDALE, a municipal corporation of the State of New Jersey, with officers at the Borough Hall, Riverdale, Morris County, New Jersey (hereinafter called the "Employer" or "Borough") and the RIVERDALE P.B.A., with its principal office at Borough Hall, Riverdale, Morris County, New Jersey (hereinafter called the "Association").

This Agreement represents the complete and final understanding on all bargainable issues between the Employer and the Association.

ARTICLE I RECOGNITION

The Employer recognizes the Association for the purposes of collective negotiations as the exclusive representative of the patrolmen, corporals and sergeants in the negotiation's unit. All references to males shall include female police officers.

ARTICLE II MANAGEMENT RIGHTS

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

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

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

ARTICLE III

SALARIES

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

ARTICLE IV

TOUR OF DUTY AND OVERTIME

A. The regular tour of duty for members of the department shall be eight (8) hours per day, forty (40) hours per week. The work schedule shall be as established by the Chief of Police. Any scheduled change that is made on less than a forty-eight (48) hours notice shall result in the entire period of work so changed to be compensated at the overtime rate of pay (time and one-half)

B. Overtime is defined as work in excess of the daily tour of duty or one hundred seventy-one (171) hours in a twenty-eight (28) day work period. Whenever an employee is required to attend a court at a time outside of his tour of duty and the court attendance is required because of his activities as a police officer, the employee shall be compensated as follows:

1. Time and one-half (1-1/2) the regular hourly straight time rate of pay for time spent in any court other than the Riverdale Municipal Court.

2. Time and one-half (1-1/2) the regular hourly straight time rate of pay for time spent in the Riverdale Municipal Court with a minimum guarantee of two (2) hours' pay. An effort should be made to schedule such court time during work hours.

C. The hours between one hundred sixty (160) and one hundred seventy-one (171) in the twenty-eight (28) day work period which are utilized for training including qualification purposes will be compensated at the regular straight time hourly rate of pay. Work performed in excess of one hundred sixty (160) hours for purposes other than aforementioned in this section will be compensated at time and one-half (1-1/2) the regular hourly straight time rate of pay. An attempt will be made to avoid scheduling training on the same day an officer performs his regular tour of duty.

D. A unilaterally imposed work schedule change implemented with less than forty-eight (48) hours' notice shall be compensated for at the overtime rate. A shift change requested by an employee forty-eight (48) hours in advance will be granted if a replacement is available at the straight-time rate.

E. Work performed by an officer for an outside contractor on a holiday or weekend, shall be compensated by the contractor at a rate of double time the officer's rate of pay.

F. In the event an outside contractor cancels the employment of a police officer after 6:30 a.m., the contractor guarantees the scheduled police officer four (4) hours pay at time and one half (1x1/2).

G. All police officers shall be offered all overtime including details before such overtime is offered to Class 2 specials.

ARTICLE IV-A

WORK RELATED AND NON-WORK RELATED INJURIES

A. Work Related Injuries

1. In the event a police officer sustains a work related injury, as recognized and defined by the prevailing law of Workers Compensation in New Jersey, the governing body shall grant a leave of absence for a period not or exceed six (6) months with pay and all other benefits as provided by the terms of this Agreement; provided, however, that the officer shall submit a certificate of a physician attesting to the officer's inability to perform police duties. Upon the demand of the governing body, the said officer shall submit to a physical examination by a physician selected by the said body. In the event that the physicians chosen by the parties should differ on the issue of the officer's ability to perform police functions, the parties shall confer and agree upon the choice of a third physician whose judgment shall be binding on both parties. Immediately upon expiration of the aforesaid leave of absence, the officer may return to his police duties provided he is certified by a physician to be fit for duty. Upon demand of the governing body that the said officer shall submit to a physical examination by a physician selected by the said body. In the event that the physicians chosen by the parties should differ on the issue of the officer's ability to perform police functions, the parties shall confer and agree upon the choice of a third physician whose judgment shall be binding on both parties. Upon return to his police duties, the officer shall be reinstated to his former position and shall be entitled to the same pay and benefits he would then be entitled to receive had he not been on the leave of absence. Any salary, income or benefits collectible from other sources as a result of employment with the Borough shall be deductible from the income and benefits due herein during the leave of absence. Workers Compensation pay shall be deductible

from the income and benefits provided by the Employer to the police officer during such leave of absence.

2. In the event an officer is not fit to return to duty upon the expiration of the aforesaid leave of absence, he may apply for additional periods of leave not to exceed eighteen (18) months during which period(s) of time he will receive no pay or other benefit as provided by this Agreement. Prior to its decision as to whether a leave will be granted, the governing body may require the officer to submit a certification of a physician attesting to the officer's inability to perform police duties; additionally, the governing body may demand of the officer that he be examined by a physician of the choosing of the governing body. In the event the physicians chosen by the parties differ on the issue of the officer's ability to perform police duties, the parties shall confer and agree upon a third physician whose judgment shall be binding on both parties. Immediately upon the expiration of the leave of absence, the officer shall be permitted to return to duty provided he is certified by a physician to be fit for duty. Upon demand of the governing body, the said officer shall submit to a physical examination by a physician selected by the said body. In the event the physicians differ on the issue of the officer's ability to perform police duties, the parties shall confer and agree upon the choice of a third physician whose judgment shall be binding on both parties. Upon return to his police duties, the officer shall be reinstated to his former position and shall be entitled to the same pay benefits that he would then be entitled to receive had he not been on the leave of absence.

B. Non-Work Related Injuries

1. In the event an officer sustains a non-work related injury, the governing body shall grant the officer a leave of absence from the department for a period not to exceed six (6) months without pay during which period all other benefits as provided by this Agreement shall continue; provided, however that the officer shall submit a certification of physician attesting to the officer's inability to perform police duties. Upon demand of the governing body, the said officer shall submit to a physical examination by a physician selected by said body. In the event the physicians differ on the issue of the officer's ability to perform police duties, the parties shall confer and agree upon the choice of a third physician, whose judgment shall be binding on both parties. Immediately upon expiration of the leave of absence, the officer shall be returned to duty provided he is certified by a physician to be fit for duty. Upon demand of the governing body, the officer shall submit to a physical examination by a physician selected by said body. In the event the

physicians differ on the issue of the officer's ability to perform police duties, the parties shall confer and agree upon the choice of a third physician whose judgment shall be binding on both parties. Time spent on leave of absence as provided by this section shall not count as service time for any purposes under this Agreement.

2. In the event an officer is not fit to return to duty upon the expiration of the aforesaid leave of absence, the governing body may grant additional periods of leave not to exceed six (6) months during which period(s) of time the officer shall not receive any pay or benefits from the municipality under the terms of this Agreement. Prior to making its decision as to whether to grant an additional period of leave, upon the demand of the governing body, the officer shall submit to a physical examination by a physician selected by said body. In the event the physicians chosen by the parties should differ on the issue of the officer's ability to perform police duties, the parties shall confer and agree upon the choice of a third physician whose judgment shall be binding on both parties. Immediately upon the expiration of the leave of absence, the officer shall return to his police duties provided he is certified by a physician to be fit for duty. Upon demand of the governing body, the officer shall submit to a physical examination by a physician selected by said body. In the event the physicians chosen differ on the issue of the officer's ability to perform police duties, the parties shall confer and agree on the choice of a third physician whose judgment shall be binding on both parties. Upon return to these duties, the officer shall be reinstated to his former position and shall be entitled to the same pay and benefits he would then be entitled to receive had he not been on the leave of absence. In the event an officer is unable to return to his police duties as defined under this section, the officer at the termination of the first six (6) months leave of absence shall be permitted to use all his accumulated sick days and vacation days prior to any additional period(s) of leave. Time spent on additional periods of leave pursuant to this section shall not count as service time for any purposes under the Agreement.

ARTICLE V

SPECIAL LEAVE AND VACATION

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

B. 1. Sick leave with pay shall accrue to any full-time employee covered by this Agreement on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment. Following the completion of the remainder of the first calendar year of employment after initial appointment, a full-time employee covered by this Agreement shall accrue sick leave with pay on the basis of one and one-quarter (1-1/4) working days per month. Any amount of sick leave allowance not used in a calendar year shall accumulate to the employee's credit from year to year for a maximum of three hundred (300) days and may be used, if and when needed, for sick leave. An employee accumulating sick leave time under this provision shall be reimbursed for accrued and unused sick leave at the time of retirement from his employment up to the maximum of three hundred (300) days at a rate of thirty (\$30.00) dollars per day.

2. If an employee is to be absent for reasons that entitle him to sick leave, he shall promptly notify his supervisor no later than his scheduled reporting time.

a. Failure to so notify his supervisor may be cause for denial of the use of sick leave for that absence and may constitute cause for disciplinary action unless a bona fide reason acceptable to the Borough has been submitted and approved.

b. Absence without notice for five (5) consecutive days shall constitute a resignation.

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

a. An employee who has been absent on sick leave for periods totaling ten (10) days in one (1) calendar year consisting of periods of less than five (5) days, may be required to submit acceptable medical evidence for any additional sick leave in that year unless such illness is of chronic or recurring nature requiring recurring absences of one (1) day or less in which case only one (1) certificate shall be necessary for a period of six (6) months.

b. The Borough may require proof of illness of any employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

4. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health may be required.

5. The Borough may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the

expense of the Borough, by a physician chosen by the employee from a panel of four (4) physicians designated by the Borough. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

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

Up to 6th year2 weeks
Upon completion of 6th year3 weeks
Upon completion of 12th year4 weeks

ARTICLE VI

LONGEVITY AND HOLIDAYS

A. Members of the department shall be paid longevity compensation at the following rates for years service - two (2%) percent each five (5) years service:

5 years service	2%
10 years service	4%
15 years service	6%
20 years service	8%
25 years service	10%

Employees hired on or after September 13, 1989 will not be eligible for longevity compensation.

B. Members of the department shall receive twelve (12) paid holidays per year.

C. **Holiday Pay:** In the event a member is scheduled to work a holiday, those members shall be compensated a sum equivalent to one and one-half (1-1/2) times his hourly rate for hours worked on the holiday and, in addition thereto, each member working a holiday shall be granted one (1) DAY OFF.

D. Each member of the department shall be entitled to two (2) personal days off per year, provided approval of the Chief prior to using them is obtained.

E. There shall be no pyramiding of time.

ARTICLE VII

CLOTHING AND EQUIPMENT MAINTENANCE

A. The Borough shall provide new members of the department with the initial issue of required clothing, boots, etc. for patrol work. In the event this equipment is defective as determined by the Borough, the Borough shall repair or replace the same.

B. The Borough shall provide each member of the force with an annual clothing allowance, which allowance shall be paid directly to the officers in the month of April of each year. Each officer shall be responsible for purchasing and maintaining his uniform pursuant to departmental standards. The clothing allowance shall be as follows:

January 1, 1994	\$850.00
January 1, 1995	\$850.00
January 1, 1996	\$850.00

C. The Borough shall pay for the required leather goods (gun belt and holster).

D. In the event an employee requires eyeglasses for the performance for his duties, the Borough will pay up to one hundred twenty-five dollars (\$125.00) for such prescription safety glasses. In the event such prescription safety glasses are damaged during the performance of the employee's duties, the employee will be compensated for the repair or replacement of such prescription safety glasses up to a maximum of one hundred twenty-five dollars (\$125.00).

E. In the event a member of the department suffers damage to personal items (excluding eyeglasses), while in the performance of his duties, the Borough shall repair or replace these items, provided however that in no event shall the member be compensated for more than one hundred twenty-five (\$125.00) dollars damage per item.

F. In the event any member of the department while performing his duties suffers damage that would require dental repair, the Borough shall pay all costs for said repair including repayment for full dentures or partial dentures and all orthodontist services.

ARTICLE VII

PAY DAYS

- A. Each member of the department shall be paid semi-monthly.
- B. Overtime pay will be paid on the second pay day of each and every month.

ARTICLE IX

INSURANCE

A. The Borough will maintain all insurance policies presently in effect. The Borough shall pay the entire premium for all insurance.

B. The Employer may, at its option, change any of the insurance plans or carrier or self-insure under this provision so long as substantially similar benefits

are provided. The Association will be notified sixty (60) days in advance of any prospective change.

ARTICLE X
LEGAL AID

A. The Borough will provide an attorney and pay all resulting legal fees for the defense of any member of the department charged with a complaint or court actions arising from the performance of his duties, whether on or off official duty. The Borough Attorney will represent the member unless there is a conflict of interest. In such case, the member will select an attorney of his own choosing, who shall be approved by the Mayor and Council and whose fees shall be approved by the said body in advance. The approved legal aid rate is seventy five (\$75.00) dollars per hour, together with necessary costs and expenses.

B. Notwithstanding the provisions of paragraph A above, the Borough will either provide an attorney or reimburse for all legal expenses of an employee under this Agreement in accordance with the rate noted in paragraph A above only where the member of the Department has complied with and as required pursuant to N.J.S.A. 40A et seq., and is proven not guilty.

C. The provisions of this Article shall not apply except under the conditions as noted above and specifically will not apply in any cases where a complaint or charges are brought against an employee covered under this Agreement by the Chief of Police or any other appropriate official on behalf of the Borough.

ARTICLE XI
TRAINING

A. In the event members of the department are required to perform special training sessions, such as firearms qualification, the Borough shall provide ammunition and supplies for said training.

B. Since the members of the department are required to qualify with on-duty and off-duty weapons, the Borough shall provide ammunition for on-duty and at least one (1) off-duty weapon per man for firearms training.

C. Compensation for all such training shall be in compensatory time off at the time and one half rate up to a maximum of eleven (11) hours in the twenty-eight (28) day work period.

ARTICLE XII
OTHER COMPENSATION

A. Travel Compensation

In the event any member of the department shall be required to use private transportation for any police department business or related matter, said member shall be compensated at the rate of thirty-five (35) cents per mile traveled, when verified by the Chief, and which shall be presented to the Council by the Chief of Police in the form of a typed report.

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

C. A member of the department attending an educational institution for the purpose of studying police courses shall receive seven and one-half (\$7.50) dollars per day as reimbursement for meal expenses, provided: (1) the meal expense was necessitated by attendance at the course; and (2) the institution and course of study were approved by the Chief of Police.

D. In addition, if at the end of the year there is any "compensation time" left, the member of the department shall be paid straight time for all accumulated "compensation time" remaining.

E. Whenever an officer is required to leave the Borough on police business there will be a police vehicle available for his use. The officer shall be paid a mileage expense of thirty-five (35) cents per mile, if there is absolutely no vehicle available. When a meal period is covered by such out of town duty, the officer shall be paid a meal allowance of seven and on-half (\$7.50) dollars.

F. Members of the department performing special details such as traffic control during off duty hours shall be compensated at the regular rate of salary as provided in this Agreement and shall no longer have deducted from their compensation the sum of one (\$1.00) dollar per hour for insurance.

G. College Reimbursement — The Borough will pay up to a maximum of \$350.00 per year for police related courses. The officer must pay for the course up front and the borough will reimburse the officer after documentation of a passing grade is obtained by the governing body. (this does not include courses previously taken).

ARTICLE XIII
GRIEVANCE PROCEDURE

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

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

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

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

(a) **STEP ONE**

In the event that any employee covered by this Agreement has a grievance, within ten (10) working days of the occurrence of the event being grieved, the employee shall present the grievance in writing to the Chief of Police or the officer in charge of the Department in the event of the Chief's absence.

(b) **STEP TWO**

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

(c) **STEP THREE**

(1) If no satisfactory resolution of the grievance is reached at Step Two, then within five (5) working days the grievance shall be referred to the Public Employment Relations Commission for the selection of an arbitrator, pursuant to the rules of said Commission. The decision of the arbitrator shall be final and binding upon the parties. The expense of the arbitrator shall be borne equally by the parties. Each party shall, however, be responsible for its own expenses including but not limited to the presentation of witnesses.

(2) It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) calendar days after the

decision rendered by the Employer's governing body or its representative on the grievance.

(3) Employees covered by this Agreement shall have the right to process their own grievance without representation.

(4) The cost of the arbitrator shall be borne equally by the parties, but each party shall be responsible for such other costs as he may incur.

(5) The arbitrator shall not have the authority nor the power to add to, delete from or in any way modify the Agreement.

(6) The arbitrator shall render his opinion and award in any given case no later than thirty (30) calendar days after the close of the last day of hearing in that case.

(7) No more than one grievance may be submitted to an arbitrator at any one time in any one case unless the parties agree otherwise. Similarly, the arbitrator does not have the power or authority to hear evidence on nor render an opinion and award on more than one grievance in any given case unless the parties mutually agree otherwise.

E. The PBA shall be permitted the use of office equipment and an office for the purposes of filing work-related grievances, with the consent of the police committee chairperson (councilperson).

ARTICLE CEREMONIAL ACTIVITIES

A. In the event a police officer in another department in the State of New Jersey is killed in the line of duty, the Borough will permit at least one uniformed police officer of the Borough to participate in the funeral service for the said deceased officer.

B. Subject to the availability of same, the Borough will permit a Borough police vehicle to be utilized by the members in the funeral service.

C. Police Officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral service, unless otherwise agreed to by the Chief of Police.

ARTICLE XV PERSONNEL FILES

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

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

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

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

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

ARTICLE XVI
NO STRIKE PLEDGE

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

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

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

D. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be

entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Association or its members.

ARTICLE IVII

SEPARABILITY AND SAVINGS

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

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

ARTICLE XVIII

FULLY BARGAINED PROVISIONS

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

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE XIX

STATE PBA DELEGATE

The Borough agrees to permit the State PBA delegate to attend conventions during work hours.

ARTICLE XX

AUTO MAINTENANCE

The Borough agrees to establish a police vehicle maintenance plan. The purpose is to insure that all police vehicles are in good working order.

ARTICLE XXI

TERM OF AGREEMENT

This Agreement shall be in full force and effect as of January 1, 1994 and shall remain in effect to and including December 31, 1996.

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

ATTEST:

Paul J. Tellez

Clerk

BOROUGH OF RIVERDALE

Michael DeLuca

Mayor

ATTEST:

Charles DeLuca

Secretary

RIVERDALE P.B.A.

John A. DeLuca

President

SALARIES

<u>PATROLMAN</u>	^{5 1/2} <u>1994</u>	⁴ <u>1995</u>	⁴ <u>1996</u>
1st 6 Months	\$33,526.00	\$34,867.00	\$36,262.00
2nd 6 Months	\$35,541.00	\$36,963.00	\$38,442.00
Completion 1st Year	\$40,003.00	\$41,603.00	\$43,267.00
Completion 2nd Year	\$42,159.00	\$43,845.00	\$45,599.00
Completion 3rd Year	\$44,312.00	\$46,084.00	\$47,927.00
Completion 4th Year	\$46,460.00	\$48,318.00	\$50,251.00
<u>CORPORAL</u>			
1st Year	\$46,631.00	\$48,496.00	\$50,436.00
<u>SERGEANT</u>			
1st Year	\$48,232.00	\$50,161.00	\$52,167.00
2nd Year	\$49,842.00	\$51,836.00	\$53,909.00

2339

AMENDMENT TO AGREEMENT

Between

BOROUGH OF RIVERDALE

and

RIVERDALE P.B.A.


Coverage Period: January 1, 1994 through December 31, 1996

THIS AGREEMENT, made this day of April, 1995, by and between the **BOROUGH OF RIVERDALE**, a municipal corporation of the State of New Jersey, with offices located at the Borough Hall, Riverdale, Morris County, New Jersey, (hereinafter called the "Borough") and the **RIVERDALE P.B.A.**, with its principal office at Borough Hall, Riverdale, Morris county, New Jersey (hereinafter called the "PBA").

WHEREAS, the Borough has made application to the U.S. Department of Justice pursuant to a grant sponsored by the Violent Crime Control and Law Enforcement Act of 1994; and

WHEREAS, approval of the FAST application whereby Riverdale will receive a grant of seventy five (75%) percent of the total salary and benefits of each new officer hired over a three (3) year period up to a maximum amount of Seventy Five Thousand (\$75,000.00) Dollars per officer; and

WHEREAS, the employer and the PBA believe in the soundness of the principals of collective bargaining and contracting; and

WHEREAS, the Borough and the PBA have negotiated an amendment to the existing PBA Contract for the coverage period January 1, 1995 through and including  December 31, 1996; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed by and between the parties as follows:

1. ARTICLE III. SALARIES, of the Agreement for the period January 1, 1994 through and including December 31, 1996 shall be amended by adding a Schedule B, attached hereto and made a part hereof. Schedule B shall pertain only to personnel hired after the approval of this amendment. Under no circumstances shall Schedule B apply to any personnel currently on the force and the current schedule of salaries and

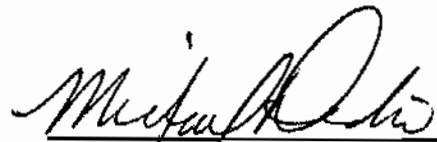
Schedule A shall remain in full force and effect. It is specifically understood and agreed between the parties that any new hire shall receive the salary pursuant to Schedule B and shall not receive the salary as provided for in Schedule A.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

ATTEST:

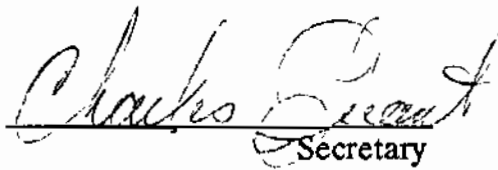
BOROUGH OF RIVERDALE

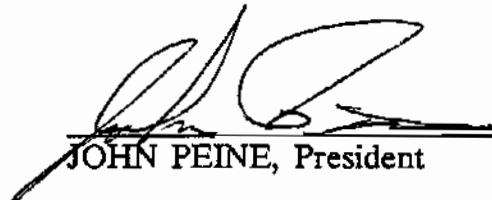

CAROL TALERICO, Clerk


MICHAEL DEDIO, Mayor

ATTEST:

RIVERDALE P.B.A.


Secretary


JOHN PEINE, President

SCHEDULE B

1. Trainee - while attending the Academy to be paid \$300 per week.

2. First six months \$17,500 per annum

3. Second six months \$26,300 per annum

4. Third six months \$34,800 per annum

5. Fourth six months \$36,900 per annum

6. Completion 2nd year \$41,603 per annum

7. " 3rd year \$43,845 "

8. " 4th year \$46,084 "

9. " 5th year \$48,318 "

Depending on the previous experience of the new appointee, he or she may, at the discretion of the Mayor and Council receive a starting salary at any one level of the probationary period as the governing body may see proper.