

#2703

A G R E E M E N T

BETWEEN

VILLAGE OF RIDGEWOOD
BERGEN COUNTY, NEW JERSEY

and

RIDGEWOOD, NEW JERSEY
POLICEMEN'S BENEVOLENT ASSOCIATION
LOCAL NO. 20, INC.

January 1, 1996 through December 31, 1998

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AGREEMENT

PREAMBLE

THIS AGREEMENT, made this 27th day of November, 1996 by and between the VILLAGE OF RIDGEWOOD, a body politic and corporate of the State of New Jersey, hereinafter referred to as "The Employer", and the POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 20, INC., hereinafter referred to as the "PBA";

NOW, THEREFORE, it is agreed as follows:

1.00 EMPLOYEES BASIC RIGHTS

1.01 Pursuant to Chapter 303, Public Laws 1968, the Village hereby agrees that every police officer represented by the PBA hereunder shall have the right freely to organize, join and support the PBA for the purpose of engaging in collective negotiations. As a body exercising governmental power under the laws of the State of New Jersey, the Village undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any such police officer in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or other Laws of New Jersey or the Constitution of New Jersey and of the United States.

1.02 The Village further agrees that it shall not discriminate against any such police officer with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the PBA, his participation in any proper activities of the PBA, collective negotiations with the Village

pursuant hereto, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, as prescribed by the Statutes of the State of New Jersey.

1.03 The term "police officer" or "employee" may be used interchangeably herein and as so used shall include the plural as well as the singular and to include females as well as males but shall be limited to those persons in the employee bargaining unit.

2.00 RECOGNITION

2.01 The Village recognizes the PBA as the exclusive bargaining representative for the purpose of collective negotiations with respect to all negotiable items of employment of all regular, full time police officers employed in the Village Police Department. Excluded from this representation and from this Agreement are the Chief, Captain, lieutenants, sergeants, police radio dispatcher, parking violation officer, auxiliary police and crossing guards and all other employees by whatever title except those of police officer.

2.02 No police officer shall be compelled to join the PBA but may do so at his option.

2.03 The Village agrees that it will not enter into any contract or Memorandum of Agreement with any person other than the PBA during the term of this Agreement with regard to the categories of personnel covered hereby.

3.00 PBA REPRESENTATIVES

3.01 The Village recognizes the right of the PBA to designate two (2) representatives and one (1) alternate from among those employees represented by the PBA for purposes of administering this Agreement. The names of these employees and any changes therein shall be provided in writing to the Village.

3.02 The authority of the representatives and alternate shall be limited to, and shall not exceed, the following duties and activities.

(a) The presentation of grievance in accordance with the terms of this Agreement.

(b) The transmission of such messages and information originating with and authorized by the PBA.

3.03 With the permission of the Director of the Department, which said permission shall not be unreasonably withheld and provided there shall thereby be no interference with the normal operations of the business of the Department, the representatives while on duty may investigate grievances and/or conduct meetings with employees regarding collective negotiations.

3.04 Representatives or alternates who are on duty at the time negotiating sessions are being held shall suffer no loss of regular straight time pay for time spent in such activities.

4.00 DEPARTMENTAL INVESTIGATIONS

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

- (1) The interrogation of a member of the force shall be at a reasonable hour preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.
- (2) The interrogation shall take place at a location designated by the Director of Police. Usually it will be at Police Headquarters or the location where the incident allegedly occurred.
- (3) The member of the force shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact.
- (4) The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls, and the rest periods at the end of every two (2) hours.
- (5) The member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions nor shall any threat or promise be made to induce silence.
- (6) If the employee is considered a suspect, the Department shall afford an opportunity for such employee of the force, if he or she so requests, to consult with counsel, and/or the Association representative before being questioned. Said consultation shall not delay the interrogation beyond one (1) hour for consultation with his Association representative, nor more than two (2) hours for consultation with his or her attorney.
- (7) In cases other than departmental investigations, the employees shall be accorded all applicable rights under the laws of the United States or the State of New Jersey.
- (8) Nothing herein shall be construed to deprive the Department or its officers of the ability to conduct the routine and daily operations of the Department and nothing in the foregoing to the contrary shall be construed to excuse or delay the prompt execution and delivery of departmental reports.

5.00 NO-STRIKE PLEDGE

5.01 The PBA covenants and agrees that during the term of this Agreement neither the PBA 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 willful absence of any employee from his 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 against the Village.

5.02 In the event of a strike, slowdown, work stoppage or walkout, it is covenanted and agreed that participation in any such activity by any member of the negotiating unit shall entitle the Village to take appropriate disciplinary action including, but not limited to, discharge in accordance with applicable law.

6.00 SALARIES

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

6.02 The base annual salary for the period covered by this Agreement shall, along with all other economic items, be deemed retroactive to the effective dates noted on Appendix "A", paid as soon as possible after the execution of this Agreement as practicable.

7.00 WORK DAY, WORK WEEK AND OVERTIME (EXCLUDING DETECTIVE BUREAU AND JUVENILE BUREAU)

7.01 The normal work day tour shall be eight (8) hours, which shall include within the eight (8) hour span, thirty (30)

minutes of meal time per day, together with appropriate rest periods.

7.02 The present work schedule practice shall be maintained except in cases of full departmental mobilization.

7.03 Work in excess of the employee's basic work week or tour for a day is overtime.

7.04 Overtime shall be paid as paid overtime compensation (time and one-half).

7.05 Overtime compensation may be taken on a compensatory hours off basis, rather than paid in cash, at the discretion of the employee, but not exceed 40 hours in any calendar year. Overtime in excess of 40 hours will be paid in cash, once earned, compensatory time off must be requested by the employee and approved by the Director of the Department in the same fashion as other holiday requests.

8.00 HOURLY RATE

8.01 To compute the base hourly rate of an employee for overtime or other purposes, the employee's yearly base salary shall be divided by 2080 hours.

9.00 COURT TIME

9.01 Court time, as referred to in this Article, shall consist of all time, excluding regular tours of duty, during which any employee covered under this Agreement shall be required to attend a Municipal Court, County Court, Superior Court, Grand Jury Proceeding, or other Courts or Administrative Bodies.

9.02 All such required court time shall be considered as overtime and shall be compensated at time and one-half.

9.03 When an employee covered under this Agreement shall be required to travel to and from any of the Courts or Administrative Bodies as noted in this Article, such travel time shall be considered and included in the computation of the amount of overtime to which the employee is entitled, provided, however, that such travel time shall be computed between the Employer's Police Headquarters and the pertinent Court or Administrative Body. Subject to availability, the Department may provide an automobile for Court appearances.

9.04 The amount of overtime to which an employee may be entitled under this Article shall be the actual time required including waiting time in the Court or Administrative Body, together with any applicable travel time, provided, however, that the employee's entitlement to overtime under this Article shall not be less than one (1) hour of overtime pay. If required to attend court on a regular or assigned day off, the employee shall be entitled to a minimum of two hours pay.

9.05 Officers shall only be entitled to court time pay when an appearance is required because of a police investigation. All appearances of a private or civil nature, other than those related to police investigations, shall be excluded.

10.00 TRAINING PAY

10.01 The Employer agrees to compensate all employees covered by this Agreement at time and one-half rate when required to attend training courses on their own time.

11.00 STANDBY TIME FOR OTHER THAN THOSE ASSIGNED TO THE
DETECTIVE BUREAU

11.01 Standby time shall be considered as time worked if the Employer requires the employee to remain in a fixed location.

12.00 DETECTIVE BUREAU PERSONNEL

12.01 Employees assigned to the Detective Bureau shall work a forty (40) hour week, the hours of which shall be as assigned from time to time by an officer in charge of the Bureau.

12.02 Overtime compensation may be taken on a compensatory hours off basis, rather than paid in cash, at the discretion of the employee, but not to exceed 40 hours, subject to the approval of the Police Director/Chief.

Overtime in excess of 40 hours will be paid in cash. Compensatory time off must be requested by the employee and approved by the director of the Department.

12.03 In lieu of the application of the eight (8) hour day limitation of Article 7.01 and the recall and standby provisions of Article 13.01 respectively, the employees assigned to the detective bureau and juvenile officers shall receive as additional compensation as follows:

First year of service in Bureau	\$1,100
After one year of service in Bureau	\$1,400

After two years of service in Bureau

\$1,800

13.00 RECALL FOR OTHER THAN THOSE ASSIGNED TO THE DETECTIVE BUREAU

13.01 Any employee who is called back to work after completion of his regularly scheduled shift shall be guaranteed a minimum of three (3) hours of overtime work (at the time and one-half rate) or pay in lieu thereof at the same three (3) hours overtime minimum.

13.02 The three (3) hour provision shall not apply for overtime work which is contiguous to a regularly scheduled shift. In such cases where the overtime work is contiguous to a regularly scheduled shift, the employee shall be paid for the time actually worked (at the time and one-half rate). As used herein, overtime work is contiguous to a regularly scheduled shift where it is directly subsequent to and continuous to a regularly scheduled shift.

13.03 An officer will not be paid overtime when recalled to duty to correct an omission, oversight or error in his investigation, reports or other required documents. It is the intent of this section to have accurate and complete Police reporting procedures. If an officer is required to return to duty for what he considers a frivolous reason, he may follow the grievance procedure.

14.00 PRIORITY FOR OVERTIME

14.01 Overtime for regularly scheduled shifts and details will be offered to regular full time employees of the Department

first, in an order of preference based upon a rotating seniority roster within ranks. Non-Employer assigned overtime shall be made by sign-up sheet in accordance with current practices with equal opportunity being afforded.

14.02 There may be certain situations in which the Department because of special skills or other attributes of a particular officer determines that it is in the best interest of the Employer to bypass an employee or employees on the seniority list.

14.03 While this Agreement contemplates the possibilities noted in Section 14.02 it is agreed and understood that such bypassed employee or employees must become next on the list for the purpose of the overtime roster.

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

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

15.00 NON-POLICE PERSONNEL

15.01 The Employer agrees to follow and adhere to such decisions, rulings, directives, and opinions as may be rendered by New Jersey Civil Service regarding the use of non-regular police personnel.

15.02 No full time employee covered by this Agreement shall

be replaced by any non-regular police personnel or part time person.

16.00 SHIFT CHANGES

16.01 The Employer agrees that it will not unreasonably adjust shifts so as to avoid overtime payment to employees covered by this Agreement and shift changes shall not occur without giving affected employees twelve (12) hours notice except in cases of exceptional departmental emergency. Twelve (12) hours notice should be deemed reasonable.

17.00 LONGEVITY

17.01 In addition to all wages and other benefits, each employee shall be entitled to a longevity payment computed on the employee's base annual wage upon the completion of the following years of service.

Years of Completed Service	Longevity Effective 1984
4	2%
8	4%
12	7%
16	9%
20	11%
24	13%

17.02 The said payments for longevity shall be included in bi-weekly base pay as part of yearly salary.

17.03 Notwithstanding the above, patrolmen hired subsequent to April 1, 1987 shall be subject and entitled to the following longevity schedule:

Years of Completed Service	Percentage of Longevity Benefit
4	2%
8	4%
12	6%
16	8%
20	10%

18.00 UNIFORM ALLOWANCE

18.01 Each new employee shall receive from the Village, free of charge in lieu of clothing allowance, a complete uniform.

18.02 Thereafter, the Village shall pay an annual clothing allowance to each employee covered by this Agreement. The annual clothing allowance shall be \$800.00. The clothing allowance shall be payable in the first pay period in April of each year pursuant to a properly submitted voucher. This paragraph shall not apply during an employee's initial calendar year of appointment.

18.03 This payment shall be made to plain clothed as well as uniformed employees.

18.04 If the Village decides to change the uniform in any part thereof, it shall provide to each employee, free of charge, any such changed items. Uniform changes requested by the PBA, if approved by the Village, shall be paid for by the employees.

18.05 Any change in uniform instituted by the Village shall not reduce an employee's right to his uniform allowance.

18.06 An employee's uniform or personal equipment which are

required in his capacity as police officer, which may become damaged as a result of a single episode during the course of his performance of his duties shall, after approval of the Director of the Department, be replaced at the expense of the Village except where such damage is caused by the negligence of the employee, and such replacement shall be made within thirty (30) days of the report of loss or damage.

19.00 PBA BUSINESS

19.01 The Village agrees to grant the necessary time off without loss of pay to three (3) delegates or alternates to attend the regular State Convention of New Jersey Policemen's Benevolent Association and to grant the same benefit to one (1) delegate or alternate to attend the regular monthly meeting of the State PBA and Bergen County Conference Meeting.

20.00 ANNUAL LEAVE

20.01 The annual leave allowance shall be as set forth in this Agreement in Appendix "B".

20.02 If an employee is on annual leave and becomes sufficiently ill so as to require hospitalization four (4) days or more, he may have such period of illness and post hospital recuperation period charged against sick leave at his option upon proof of hospitalization and a physician's certificate.

20.03 No employee who is on annual leave shall be recalled except in a case of the full mobilization of the Department by the Director to meet a clear and present danger confronting the

Village and as determined in the sole discretion of the Village.

20.04 Annual leave shall be selected on a rotating seniority basis within rank and shall be selected by the employees covered by this Agreement and posted by the Village by February 1st of each calendar year.

21.00 PERSONAL LEAVE

21.01 Each employee shall have two (2) personal leave days per year. For the purpose of this clause, an employee shall not be required to advise his superior of the reason for the personal leave days.

21.02 Except in unusual cases, the employees must give the Director twenty-four (24) hours notice of their intention to take a personal leave day and must receive approval from the Director to insure that the Village has adequate personnel on hand to perform all necessary functions.

21.03 Personal leave days are not cumulative and must be taken within the calendar year or thereafter lost.

21.04 Starting January 1, 1996, each employee is entitled to one (1) additional personal day to be scheduled in accord with current departmental policies governing vacation and personal days. Any such day not scheduled by December 1 or not taken by December 31 of any calendar year may be bought back by the Village of Ridgewood at current rates. If the Village elects not to buy the day back, the officer has the option of either selling

the day back at current rates or carrying the day over into the next calendar year to be utilized in that year or forfeited.

22.00 HOLIDAYS

22.01 In lieu of legal holidays, each employee will be entitled to thirteen (13) holidays each calendar year. SIX (6) of the holidays shall be paid at regular straight time and the remaining seven (7) to be granted upon request and 24 hours prior notice with the approval of the Director of the Department. Holidays are noncumulative and may not be carried beyond the first month of the succeeding calendar year. Holiday pay is included in bi-weekly base pay as part of yearly salary.

22.02 During the first year of employment, patrolmen shall be entitled to nine holidays; three shall be paid at regular straight time rate and the remaining six shall be granted upon request and approval of the Police Director/Chief.

22.03 The present system of the employee's option of accumulating holidays and taking them as holiday weeks, selected on a rotating seniority basis shall continue, selected in accordance with present practices.

23.00 SICK LEAVE

23.01 Each employee shall be granted sick leave at the rate of one (1) day per month for the first year of his appointment. Thereafter and for each full year of service he shall be granted fifteen (15) days. Any unused sick leave shall accumulate from year to year.

23.02 Upon retirement, the retiring employee may, at his or her sole option, elect to take all of his or her accumulated sick days in a lump sum cash payment which shall be computed by multiplying one-half (1/2) of the accumulated sick days times the annual salary divided by 2080 times 8 hours per day:

Lump Sum Terminal Leave Payment

$$\frac{1}{2}(\text{accumulated sick leave}) \times \frac{\text{Annual Salary} \times 8}{2080}$$

The lump sum terminal leave benefit for employees hired subsequent to April 1, 1987 shall not exceed six months.

23.03 If an employee uses one day or less sick leave during the period of January 1 to June 30 in any calendar year or the period July 1 to December 31 in any calendar year, the employee shall be entitled to one additional leave day which may be used at the employee's option as follows:

- (a) The day may be credited to the employee's accumulated sick leave;
- (b) The day may be taken as an additional holiday. If taken as a holiday, the day must be taken before the end of the calendar year or during the first month of the following calendar year. For example, an extra holiday earned during the first six-month period of 1987 must be taken by January 31, 1988. An extra holiday earned during the second six-month period of 1987 must be taken before July 31, 1988.

24.00 WORK INCURRED INJURY

24.01 Where an employee covered under this Agreement suffers a work-connected injury or disability, the employer shall continue such employee at full pay, during the continuance of

such employee's inability to work. During this period of time, all temporary disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid over to the Employer.

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

24.03 In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Employer or by its insurance carrier, then, and in that event, the burden shall be on the employee to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation, or, by the final decision of the last reviewing court shall be binding upon the parties.

24.04 For the purpose of this Article, injury or illness incurred while the employee is acting in any Employer authorized activity, shall be considered in the line of duty.

24.05 In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, or as to the extent of temporary disability, the parties agree to be bound by the decision of an appropriate Workers' Compensation judgment, or if there is an appeal therefrom, the final decision of the last reviewing court.

24.06 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.

25.00 BEREAVEMENT LEAVE

25.01 All permanent full time employees covered by this Agreement shall be entitled to three (3) days leave with pay upon the death of a member of his immediate family.

25.02 Immediate family shall include spouse, children, parents, brothers, sisters, grandparents of employee. In addition, employees shall be entitled to one (1) day to attend the funeral or other service of a father-in-law, mother-in-law, brother-in-law or sister-in-law. Three calendar days leave with pay shall be granted in the event of death of a mother-in-law, father-in-law or other person living as a permanent member of the employee's household.

25.03 Such funeral leave shall not be charged against the employee's vacation or sick leave.

25.04 Any extension of absence under this Article, however, may be at the employee's option and with the consent of the Department Head, be charged against available vacation time or taken without pay for a reasonable period. With the prior written consent of the Department Head and only in extraordinary circumstances, may accumulated sick time be used to extend any absence under this Article.

26.00 LEAVE OF ABSENCE

26.01 All permanent full time employees covered by this Agreement may at the discretion of the Employer be granted a leave of absence without pay for a period not to exceed ninety (90) working days.

26.02 The employee shall submit in writing all facts bearing on the request to the Director or his designated representative who shall append his recommendations and forward the request to the Village Manager. The Village Manager shall consider each case on its merits and without establishing a precedent. The Employer will not unreasonably deny an employee's request for a leave of absence. It is understood that no application for a leave of absence shall be made except in extraordinary circumstance.

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

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

26.05 Seniority shall be retained.

27.00 MEDICAL COVERAGE

27.01 The Village agrees to provide Village employees and their dependents comprehensive health insurance as follows: (1) A Point-Of-Service Plan (hereinafter referred to as the "Ridgewood

Plan", see attached schedule at Appendix D); or (2) A Traditional Indemnity Plan (hereinafter referred to as "The Indemnity Plan"). The Ridgewood Plan will be offered at no charge to employees. The Indemnity Plan will be offered at a cost representing the amount by which the cost of the Indemnity Plan exceeds the cost of the Ridgewood Plan. This differential will be calculated annually and implemented at the beginning of each calendar year. Cost differentials for the 1996 calendar year are: Single - \$17.56/month; Dependents - \$26.34/month; and Family - \$43.90/month. Such payments shall be by deduction from pay.

- A. **New Hires** - New Hires will be placed in the Ridgewood Plan when hired but may change to the Indemnity Plan during periods of open enrollment.
- B. **Retirees** - Employees who become eligible for retirement on or after September 2, 1996, will be offered retiree health insurance benefits available to active employees. Retirees may apply reimbursement for Medicare B to the cost of the Indemnity Plan. It is understood that employees who achieve 25 years of service with the Village of Ridgewood and therefore are eligible to retire on or before September 1, 1996, will continue to be eligible for indemnity insurance coverage at no cost even if their retirement takes place after the Ridgewood Plan has been implemented.
- C. **Prescription** - Employees shall be enrolled in a prescription plan under which they can obtain prescriptions required by competent medical authority for Federal legend drugs with a \$5.00 co-pay. There shall be no co-pay for drugs obtained through mail orders. The annual cap for prescription drugs shall be increased to \$5,000 effective August 1, 1996 which is the policy renewal date.
- D. If the number of doctors participating in First Option decreases by ten percent (10%) in the plan beneficiaries zip code area, the Village agrees, upon request of the Union, to meet with the Union to review the situation, to review other PPO's, and to discuss whether the Village should consider substituting another PPO in place of First Option.

- E. The Village agrees that the PBA shall be notified immediately and given the right to meet and discuss any modification of the health insurance provider. The general subject of health insurance shall remain negotiable consistent with applicable law.
- F. The co-pay for Doctors' visits shall be \$10 for the first twelve months the Ridgewood Plan is in effect, thereafter reverting to \$15 co-pay.
- G. Should a retiree choose the "Ridgewood Plan" at retirement and, through no fault of his own, lose his ability to participate in the network "Ridgewood Plan" because the Managed Care provider Network ceases to exist, then the retired employee shall be allowed to use the Indemnity Plan free of charge.
- H. Should a Managed Care Hospital Facility not be available to a retiree within a twenty mile radius of his home then the retiree may choose to take the Indemnity Plan. If the retiree chooses to take the Indemnity Plan, Part B Medicare reimbursements will be used to offset the differences in premium between the Indemnity Plan and the Managed Care Plan. The balance of Part B Medicare will then be refunded to the retiree.
- I. The members of the PBA agree to the point of service plan consistent with the Plan Document supplied by the employer and employers representation of coverage. It is further agreed that there will be no reduction in the level of coverage or additional cost to the employee other than the specified co-pays provided herein. Additionally, any member may, during open enrollment periods, elect to change from his current plan to either the Indemnity Plan or the Ridgewood Plan with no limitations (i.e. Pre-existing conditions limitations or evidence of good health).
- J. If any part of this provision is prohibited by current law, then it shall not be implemented until such time as it becomes legally permissible. In any event, all other parts of this provision shall continue in full force and effect.
- K. All notices of changes in plan or plan options and elections available to employees shall be put in writing by the Employer. Employees who wish to change plans, coverage or method of contribution (including the application of Medicare B reimbursement to the cost of the Indemnity Plan) shall notify the Village in writing.

27.02

The Employer shall continue to provide the full family

plan, as described above, for each employee who retires with a twenty-five (25) year service retirement or a disability retirement; through the employee's entire period of retirement. If an employee retires and receives the medical benefits after serving 25 years, the employee's spouse is eligible for continuation of the medical benefits if the employee dies.

27.03 If an employee retires with less than twenty-five (25) years of service then the employee shall be entitled to continue the Plan described above at his own cost and expense.

27.04 The Village will pay up to a maximum of twenty dollars (\$20.00) per month per employee toward the total cost of a dental plan.

The employer shall have the right to obtain similar coverage from any plan or insurance carrier in the future.

27.05 Commencing January 1, 1990, the insurance coverage includes eyeglasses as more fully described in Appendix "C" attached hereto.

28.00 INSURANCE

28.01 The Village agrees to defend and indemnify all employees covered by this agreement for any claims arising out of and/or incidental to the performance of their duties as police officers as construed and applied by the laws of the State of New Jersey or other applicable law, including but not limited to claims for false arrest, false detention or false imprisonment, malicious prosecution, libel, slander, defamation, invasion of civil rights, rights of privacy, wrongful entry or eviction, or

other invasion of the right of private occupancy.

28.02 The Village may purchase or provide insurance coverage applicable to the above sections which shall not be construed as limiting or expanding the Village's responsibilities under N.J.S.A. 40A:14-155 or other applicable law.

28.03 The coverage under this Article shall be modified to include first aid given on or off duty.

29.00 BULLETIN BOARD

29.01 The Employer will supply one (1) bulletin board for the use of the Association to be placed in a conspicuous location.

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

30.00 CEREMONIAL ACTIVITIES

30.01 In the event a police officer in another department in the State of New Jersey is killed in line of duty, the employer may assign at least two (2) uniformed, off-duty police officers of the Department to participate in funeral services for the said deceased officer.

30.02 In the event a police officer in another department in the State of New Jersey is killed in the line of duty, the Village, subject to the availability of same, will provide a department police vehicle to those off-duty employees wishing to attend same.

31.00 PERSONNEL FILES

31.01 A separate personal history file shall be established and maintained for each employee covered by this agreement; personal history files are confidential records and shall be maintained in the office of the Chief of Police.

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

31.03 Whenever a written complaint concerning an officer of his actions is to be placed in his personnel file, a copy shall be made available to him and shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file.

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

32.00 MILITARY LEAVE

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

33.00 PENSION

33.01 The Employer shall provide pension and retirement benefits to employees covered by this Agreement pursuant to provisions of the Statutes and Laws of the State of New Jersey.

33.02 It is agreed that in the event that the parties have a dispute as to whether a payment should or should not be made to the appropriate police retirement fund, then, and in that event, resolution of the said dispute shall be made by the appropriate fund and the parties to this Agreement agree to be bound thereby.

34.00 GRIEVANCE PROCEDURE

34.01 For the purposes of providing expeditious and mutually satisfactory resolutions of problems arising under this Agreement, the parties adopt the following procedures which shall be kept as informal as may be appropriate.

34.02 This grievance procedure shall cover issues of application or interpretation of this Agreement, and, meant to provide means by which employees covered by this Agreement may appeal the interpretation, application or violation of policies, agreements, and administrative decisions effecting them.

34.03 The following constitutes the sole and exclusive procedure for settlement of grievances and shall be followed in its entirety unless waived by the parties.

(a) STEP ONE

An employee with a grievance shall within seven (7) calendar days of the occurrence of the event being grieved present the same to his immediate superior. After full disclosure of the facts surrounding the event being grieved, the immediate superior and the grievant must make every earnest effort to reach a satisfactory settlement with the employee and griever. The immediate supervisor shall render a decision within five (5) calendar days of his receipt of the grievance.

(b) STEP TWO

In the event the grievance is not resolved at Step One, the employee shall reduce the grievance and decisions respectively to writing and file same with the next higher superior officer of the unit to which the employee is assigned within five (5) calendar days who shall thereupon render his decision in writing within five (5) calendar days of his receipt of the matter and all respects related thereto.

(c) STEP THREE

In the event the grievance is not resolved at Step Two, the matter and all reports shall be submitted to the Director for his determination in writing within seven (7) calendar days of his receipt of the matter and all reports related thereto. In the absence of the Director the grievance shall be presented to the ranking officer in charge of the department for determination. The Director, or ranking officer in charge of the Department in the absence of the Director, shall respond to the grievance within seven (7) calendar days of his receipt of the matter.

(d) STEP FOUR

If the employee wishes to appeal the determination of Step Three proceeding, the grievance shall be submitted in writing together with description of prior steps to the Village Manager who shall decide the matter within twenty (20) calendar days of the presentation to him.

(e) STEP FIVE

1. If the grievance is not settled through the proceeding steps, either party may refer the matter to the Public Employment Relations Commission within fourteen (14) calendar days after the determination of Step Four proceeding. The arbitrator or arbitrators shall be selected in accordance with the rules of said Commission and the expense of the arbitrator or arbitrators shall be borne equally by the parties hereto, provided, however, that each party shall bear the expense of producing witnesses, testimony or evidence for his presentation.

2. The arbitrator or arbitrators shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him and

relevant to the grievance. He or they shall have no authority to modify or alter in any way the provisions of this Agreement or any amendment or supplement hereto. The decision of the arbitrator shall be final and binding.

3. 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 Manager. 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 Civil Service Commission 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 Civil Service Commission review and decision.

4. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance procedure. A failure to respond at any step within the provided time limits shall be deemed a denial.

35.00 SAVINGS CLAUSE

35.01 It is understood and agreed that if any portion of this Agreement or the application of this Agreement to any person or circumstance shall be invalidated by statute, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

36.00 OFF-DUTY POLICE ACTION

36.01 Since all police officers are presumed to be subject to duty twenty-four (24) hours per day, the parties agreed to the following:

(a) An action taken by a member of the Ridgewood Police Force on his time off, within the State of New Jersey, in an emergency situation and which action would have been taken by an officer on active duty if present and available or at the request of another police officer, shall be considered police action, provided however (a) the same shall be promptly reported to the police department in the jurisdiction where the action occurs and to the Ridgewood Police Department, and (b) shall have been taken pursuant to the regulations of the Ridgewood Police Department and any applicable statutes of the State of New Jersey. An employee performing such police action shall have all of the rights and benefits concerning such action as if he were on active duty.

(b) Recognizing that the Employer and its residents benefit from the additional protection afforded them by armed, off-duty police officers, and further recognizing the weighty responsibility and hazards confronting such armed, off-duty police officers, the Employer agrees to pay such employees an additional sum of One (\$1.00) Dollar per year for off-duty time which will be deemed included in his regular base pay.

37.00 MILEAGE ALLOWANCE

37.01 Whenever an employee shall be required to use his personal vehicle in any job connected capacity, he shall be entitled to an allowance of .21 cents per mile.

38.00 MATERNITY LEAVES

38.01 Maternity leaves not to exceed six (6) months without pay shall be granted at the request of a female employee. Thirty (30) days notice shall be given to the Employer.

39.00 VOLUNTARY SWAPPING OF SHIFTS

39.01 Employees covered by this Agreement shall have the right to swap shifts of work with each other providing that the Employer incurs no additional expenses by virtue of such exchanged shifts. The Employer shall be given at least twenty-four (24) hours notice of such exchange in advance of the swapped shift. In all instances as used in this Agreement, shift shall mean an eight (8) hour work period. The right to swap shifts of work provided in this section shall be limited to four (4) swaps in any given 28-day-tour of duty. Additional swaps may be permitted at the sole discretion of the employer. It is the intent of this article to give latitude to employees to swap shifts, providing that productivity of the Department is maintained.

40.00 NO WAIVER

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

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

41.00 VILLAGE'S RIGHTS

41.01 The Village hereby retains and reserves unto itself 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.

42.00 SENIORITY

42.01 Seniority which is defined as continuous employing with the Village from date of last hire, will be given due consideration by the Village under the following circumstance: The most senior employee within ranks shall be given preference in the selection of annual leave provided that there is no interruption of the normal operations of the Village.

43.00 WORK IN HIGHER RANK

43.01 When an employee works in a higher rank, he shall receive the pay of that higher rank in which he is working and the Village shall not defeat the intent of this clause by shifting two or more employees to cover the higher rank in question.

44.00 FUTURE NEGOTIATIONS

44.01 This Agreement represents and incorporates the result of collective bargaining between the parties during which negotiations both parties had an opportunity to present and discuss all negotiable issues and make proposals.

44.02 This clause shall not effect negotiations of a successor Agreement.

45.00 TERM OF CONTRACT

45.01 This contract shall take effect on January 1, 1996 and shall terminate on December 31, 1998.

IN WITNESS WHEREOF, the parties hereto have entered their hands and seals this 27th day of November, 1996.

ATTEST:

James M. DeMarco

VILLAGE OF RIDGEWOOD:

BY: Patrick A. Mancuso

BY: James W. ...
VILLAGE MANAGER

ATTEST:

POLICEMEN'S BENEVOLENT ASSOCIATION
LOCAL NO. 20, INC.

PBA

BY: [Signature]
PBA

BY: Paul Denis
PBA VICE-PRESIDENT

BY: [Signature]
PBA Delegate

BY: [Signature]

CA1020331/vss
71296-10:22

APPENDIX "A"
SALARIES

Hired After July 1, 1996

	1996		1997		1998	
	January 1st	July 1st	January 1st	July 1st	January 1st	July 1st
Step 1 (first 6 months)		22,660	23,113	23,807	24,283	24,906
(second 6 months)		24,583	25,075	25,827	26,343	27,019
Step 2		30,342	30,949	31,877	32,515	33,349
Step 1 (3)	35,050	36,102	36,824	37,929	38,687	39,680
Step 2 (4)	41,268	42,506	43,356	44,657	45,550	46,719
Step 3 (5)	46,235	47,622	48,574	50,031	51,032	52,341
Step 4 (6)	49,346	50,826	51,842	53,398	54,466	55,863
Step 5 (7)	57,417	59,139	60,322	62,132	63,374	65,000
	2%	3%	2%	3%	2%	2.566%

Hired Prior to July 1, 1996

	1996		1997		1998	
	January 1st	July 1st	January 1st	July 1st	January 1st	July 1st
Step 1 (first 6 months)		36,102	36,824	37,929	38,687	39,680
(second 6 months)		42,506	43,356	44,657	45,550	46,719
Step 2		47,622	48,574	50,031	51,032	52,341
Step 1 (3)	35,050	36,102	36,824	37,929	38,687	39,680
Step 2 (4)	41,268	42,506	43,356	44,657	45,550	46,719
Step 3 (5)	46,235	47,622	48,574	50,031	51,032	52,341
Step 4 (6)	49,346	50,826	51,842	53,398	54,466	55,863
Step 5 (7)	57,417	59,139	60,322	62,132	63,374	65,000
	2%	3%	2%	3%	2%	2.566%

APPENDIX "B"

ANNUAL LEAVE

<u>Completed years of Service</u>	<u>Days Annual Leave</u>
1	13
2	13
3	13
4	13
5	14
6	14
7	14
8	14
9	14
10	16
11	16
12	16
13	16
14	16
15	16
16	17
17	18
18	19
19	20
20	23
21	23
22	24
23	24
24	25
25	26
26	27
27	28
28	29
29	30
30	31

One additional day per year after completion of 30 years.
There shall be a 30 day vacation maximum for any employees hired
after September 15, 1989.

APPENDIX "C"

Commencing January 1, 1990 employees covered by this Agreement are eligible for up to \$100 per year payment from the Village of Ridgewood as self-administered eyeglass insurance.

To be eligible for reimbursement, the employee must first present proof of an eye examination. In any two year period, in which the Village would reimburse up to \$100 per year, the employee must get at least one eye examination. The remaining amount of the eligible \$200 (\$100 per year for two years) can be spent on eyeglass purchase. Vouchers for either examination or eyeglass expense shall be presented to the Finance Department for reimbursement.

Policeman's Benevolent Association



Local NO. 20
131 N. Maple Avenue
Ridgewood, N.J. 07450
(201) 670-5519
Fax: (201) 652-4870

DAVID McDERMOTT
President

CHRIS McDOWELL
Financial Secretary

PAUL DINICE
Vice-President

ROBERT HIRSCH
Recording Secretary

MARK BUTLER
State Delegate

STEVE SANTUCCI
Sergeant at Arms

DOUGLAS WILLIAMS
Treasurer

D. LaPORTA
W. HEMMER
J. RICE
Trustees

Health Care Proposal as Modified by The SOA Negotiating Committee

The Village agrees to provide Village employees and their dependents comprehensive health insurance as follows: (1) A Point-Of-Service Plan (hereinafter referred to as the "Ridgewood Plan", see attached schedule); or (2) A Traditional Indemnity Plan (hereinafter referred to as "The Indemnity Plan"). The Ridgewood Plan will be offered at no charge to employees. The Indemnity Plan will be offered at a cost representing the amount which the cost of the Indemnity Plan exceeds the cost of the Ridgewood Plan. This differential will be calculated annually and implemented at the beginning of each calendar year. Cost differentials for the 1996 calendar year are. Single - \$17.56 / month; Dependents - \$26.34/month; and Family - \$43.90/month. Such payments shall be by deduction from pay.

A) **Retirees** - Employees who are offered retiree health insurance and employees who achieve 25 years of service are eligible to retire on or before September 2, 1996, will be entitled to retiree health insurance coverage at no charge if it has not been implemented. All active employees on September 1, 1996, will be entitled to retire after September 2, 1996, on the Indemnity Plan.

1996 Contract -

September 2, 1996, will be eligible for indemnity health insurance. It is understood that those employees who select the "Ridgewood Plan" will have prescriptions covered at the 80% - 20% rate, as do those who chose The Indemnity Plan.

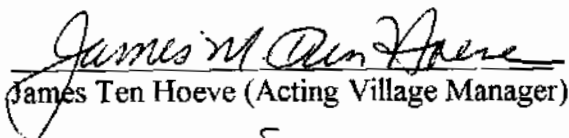
B) **Prescription** - Employee who obtain prescriptions requiring a \$5.00 co-pay. There shall be an annual cap for prescription coverage which is the policy renewal date. It is understood that those employees who select the "Ridgewood Plan", will have prescriptions covered at the 80% - 20% rate, as do those who chose The Indemnity Plan.

which they can obtain mail orders. The August 1, 1996


C) If the number of doctors participating in First Option decreases by ten percent (10%) in the plan beneficiaries zip code area, the Village agrees, upon request of the union, to meet with the union to review the situation, to review other PPOs, and to discuss whether the Village should consider substituting another PPO in place of First Option.

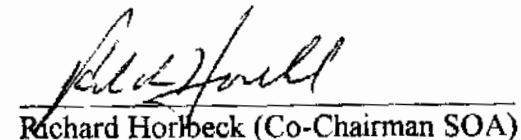
- D) The Village agrees that the PBA shall be notified immediately and given the right to meet and discuss any modification of the health insurance provider. The general subject of health insurance shall remain negotiable consistent with applicable law.
- E) The co-pay for Doctors' visits shall be \$10 for the first twelve months the Ridgewood Plan is in effect, thereafter reverting to \$15 co-pay.
- F) Should a retiree choose the "Ridgewood Plan" at retirement and, through no fault of his own, lose his ability to participate in the network "Ridgewood Plan" because the Managed Care provider Network ceases to exist, then the retired employee shall be allowed to use the Indemnity Plan free of charge.
- G) Should a Managed Care Hospital Facility not be available to a retiree within a twenty mile radius of his home then the retiree may choose to take the Indemnity Plan. If the retiree chooses to take the Indemnity Plan, Part B Medicare reimbursements will be used to off set the differences in premium between the Indemnity Plan and the Managed Care Plan. The balance of Part B Medicare will then be refunded to the retiree.
- H) The members of the PBA agree to the point of service plan consistent with the Plan Document supplied by the employer and employers representation of coverage. It is further agreed that there will be **no reduction** in the level of coverage or additional cost to the employee other than the specified co-pays provided herein. Additionally, any member may, during open enrollment periods, elect to change from his current plan to either the Indemnity Plan or the Ridgewood Plan with **no limitations** (i.e. Pre-existing conditions limitations or evidence of good health).
- I) If any part of this provision is prohibited by current law, then it shall not be implemented until such time as it becomes legally permissible. In any event, all other parts of this provision shall continue in full force and effect.
- J) All notices of changes in plan or plan options and elections available to employees shall be put in writing by the employer. Employees who wish to change plans, coverage or method of contribution (including the application of Medicare B reimbursement to the cost of the indemnity plan) shall notify the Village in writing
- K) Beginning January 1, 1996 superior officers will be entitled to one additional holiday, to be taken as time off.
- L) We agree to the attached salary schedule

As agreed to this 21 Day of August, 1996 by;


James Ten Hoeve (Acting Village Manager)


Heather Mailander (Village Clerk)


John LiPuma (Chairman SOA)


Richard Horbeck (Co-Chairman SOA)

Promoted After July 1, 1996

	1996		1997		1998	
	January 1st	July 1st	January 1st	July 1st	January 1st	July 1st
Sergeant						
Step 1		61,944	63,183	64,763	66,058	67,709
Step 2		63,842	65,119	66,747	68,082	69,784
Step 3		65,740	67,055	68,731	70,106	71,859
	2.0%	2.5%	2.0%	2.5%	2.0%	2.5%
Lieutenant						
Step 1	67,659	69,350	70,737	72,505	73,955	75,804
Step 2	72,396	74,206	75,690	77,582	79,134	81,112
	2.0%	2.5%	2.0%	2.5%	2.0%	2.5%

Promoted Prior To July 1, 1996

	1996		1997		1998	
	January 1st	July 1st	January 1st	July 1st	January 1st	July 1st
Sergeant						
Step 1	60,433	61,944	63,183	64,763	66,058	67,709
Step 2	64,137	65,740	67,055	68,731	70,106	71,859
	2.0%	2.5%	2.0%	2.5%	2.0%	2.5%
Lieutenant						
Step 1	67,659	69,350	70,737	72,505	73,955	75,804
Step 2	72,396	74,206	75,690	77,582	79,134	81,112
	2.0%	2.5%	2.0%	2.5%	2.0%	2.5%