

4231

**AGREEMENT**

between

**VILLAGE OF RIDGEFIELD PARK**  
**COUNTY OF BERGEN**

and

**POLICEMEN'S BENEVOLENT ASSOCIATION**  
**LOCAL # 86**

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JANUARY 1, 1996 through DECEMBER 31, 1999

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Law Office of D. John McAusland  
611 Palisade Avenue  
Englewood Cliffs, New Jersey 07632  
(201) 871-2100

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## PREAMBLE

THIS AGREEMENT made this twenty-first day of October, 1998, 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:

ARTICLE I  
RECOGNITION AND RIGHTS

A. 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, except as noted below, but excluding the Chief of Police, Captains and all other Village employees. Effective May 22, 1990, pursuant to the decision of Edmund G. Gerber, Director of Representation, Public Employment Relations Commission, the representation of the Lieutenants by the P.B.A. ceased immediately, therefore excluding them from representation by the P.B.A.. After May 22, 1990, the Lieutenants and the Village remain free to negotiate any such Agreement as they may choose.

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

C. 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.

Article 1, continued;

D. 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 that any part or any provision herein contained being rendered or declared invalid by reason of any existing or subsequently enacted legislation or any decree of court or tribunal of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portion thereof.

E. 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.

ARTICLE II  
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 III  
EMPLOYEE'S RIGHTS

A. The parties recognize and affirm, that their relationship is covered by the "New Jersey Employer-Employee Relations 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 it will not enter into any contract or memorandum of agreement with anyone but the recognized association (P.B.A. Local 86, Ridgefield Park Unit) with regard to the categories 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 employee shall retain all civil rights as provided under Federal and New Jersey State Laws.



ARTICLE IV  
NO STRIKE AND NON-INTERFERENCE

A. 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.

B. In the event that any of the employees violate the provisions 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.

C. 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.

D. 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.

E. 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.

Article IV, continued;

F. 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 waivers shall be binding on both the 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.

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

H. 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.

ARTICLE V  
RULES AND REGULATIONS CURRENTLY IN EFFECT

A. 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 body of the Village. Any modification of existing rules and regulations governing working conditions shall be negotiated with the representative of the P.B.A. before it is established.

B. 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.

C. The management of the Police Department reserves the right to determine the number of men to be assigned to a particular shift.

D. The parties agree to abide by the Arbitrator's award in the matter entitled "In the Matter of Arbitration between the Village of Ridgefield Park and Ridgefield Park P.B.A. Local 86", Docket No. AR-81-190, June 19, 1981, a copy of which is attached hereto as "Exhibit 1", which award is binding upon the parties hereto.

Article V, continued;

E. In the event an officer calling in sick on a particular day which leaves that officer's shift with less personnel than originally assigned in accordance with the determination of the management of the Police Department, it will be the responsibility of the Tour Commander to locate an off-duty officer who will respond to work on an overtime basis on that shift, in accordance with the roster of people to be called for overtime, which is located at the desk.

ARTICLE VI  
CONDUCTING ASSOCIATION BUSINESS

A. No officers, members or representatives of the 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.

B. 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 on grievances or other matters of mutual interest.

C. 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.

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

E. In the event that the P.B.A. elected delegate of Local 86 is an employee of the Village Police Department, then the Village shall allow the delegate time to attend P.B.A. Local 86, Bergen County Conference and New Jersey State P.B.A. meetings.

F. Ceremonial Activities

In the event a Police Officer in another department in the State of New Jersey is killed in the line of duty, the Village will permit at least two uniformed Police Officers of the Department to participate in funeral services for the deceased Police Officer. Subject to availability, the Village will permit a Police Department vehicle to be utilized by the members in the funeral services.

Police

Article VI, continued;

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

ARTICLE VII

DURATION

A. This Agreement shall be deemed effective on January 1, 1996 at 12:01 A.M., with all terms and conditions herein retroactive from the date of execution of this Agreement to January 1, 1996 and shall remain in full force and effect until midnight, December 31, 1999. If, upon expiration of this Agreement at midnight, December 31, 1999, 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.

B. The parties agree that negotiations for the year commencing January 1, 2000 shall start prior to August 30, 1999. On or before August 30, 1999, either party may serve upon the other party a written notice of intent to commence negotiations regarding salaries and benefits. The parties will make every effort, after such notice is served, to promptly commence negotiations in accordance with Chapter 303 P.L. of NJ., in good faith effort to reach an agreement on all matters concerning the terms and conditions of employment of members of the P B.A..

ARTICLE VIII

DELETED



ARTICLE IX  
SPECIAL POLICE

The P.B.A. 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..

ARTICLE X  
GRIEVANCE PROCEDURE

A. 1. 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.

A. 2. This grievance procedure shall cover issues of application or interpretation of this Agreement and is meant to provide means by which police officers covered by this Agreement may appeal the interpretation, application or violation of policies, agreements, and administrative decisions affecting them.

A. 3. All grievances shall be written in triplicate and such writing shall contain a clear and concise statement of the grievance and indicate the issues involved, the relief sought, the date the incident or violation took place, and the specific section(s) of the Agreement involved.

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

STEP ONE

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 of 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.

Article X, continued;

STEP TWO

If no satisfactory result is achieved at STEP ONE, the grievant may present the grievance to the Commissioner of the governing body of the Village who is in charge of the Police 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 Commissioner and returned to the employee or his representative within ten (10) days from its presentation to the Commissioner.

STEP THREE

If the grievant(s) is dissatisfied with the decision rendered by the Commissioner at STEP TWO or if the Commissioner fails to render a decision, to be considered 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 Commissioner. The governing body of the Village will meet 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.

STEP FOUR

If the grievance is not settled through the preceding steps, the grievant(s) may refer the matter to the Public Employment Relations Commission (PERC) within fourteen (14) calendar days after determination of STEP THREE proceeding. The Arbitrator shall be selected in accordance with rules of PERC and the expense

Article X, continued;

of the Arbitrator 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. The Arbitrator shall be bound by the provision of this Agreement and restricted to the application of the facts presented to him and relevant to the grievance. The decision of the Arbitrator shall be final and binding.

C. 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 step 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 the grievance procedure.

ARTICLE XI

TRANSPORTATION TO AND FROM WORK

Henceforth, the use of police vehicles for the transportation of police officers to and from work shall be at the discretion of the Department Commander.

ARTICLE XII  
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 said meeting to the interested representatives of both the Village and the P.B.A..

ARTICLE XIII  
HOURS OF WORK AND OVERTIME

A. General Provisions

The first shift shall be at 12:00 A.M. to 8:00 A.M.; the second shift shall be 8:00 A.M. to 4:00 P.M.; and the third shift shall be 4:00 P.M. to 12:00 A.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 (1) day and five (5) consecutive days for no more than forty (40) hours in the standard work week. Any member assigned to the Detective Bureau shall receive a stipend of 1,000.00. Any Member assigned to be Traffic Officer or Range Officer shall receive a stipend of \$1,200.00. Any stipends paid pursuant to this Agreement shall be broken into twelve (12) equal monthly payments which shall be included in the first paycheck of each month. All overtime worked by the detectives and Traffic and Ranger Officers shall be paid as it is paid to all other employees, at the time and one-half (1 ½) rate, pursuant to ARTICLE XIII.

C. All Other Employees

For all other employees of the Village represented by the P.B.A., the standard work day shall consist of eight (8) hours in a twenty-four (24) hours period. The standard work week shall consist of four (4) consecutive working days on and two (2) consecutive days off. This is the work shift currently in effect. All work in excess of eight (8) hours in any day or working any regular day off, as is defined by the regularly posted 4-2 work schedule, shall be

Article XIII, continued;

considered as overtime. All overtime shall be compensated at the time and one-half (1 ½) rate. The base hourly rate shall be computed by taking the base annual wage and longevity of each officer and dividing that figure by 1945. The time and one-half (1 ½) rate shall be computed by multiplying the base hourly rate of the individual officer by one hundred fifty (150%) percent.

D. The same employees shall receive three (3) hours flat overtime pay compensation for municipal court appearances, regardless of the jurisdiction in which the municipal court lies.

E. For all other court appearances apart from municipal court, inclusive of civil court when the appearance is required in line with official duties, these same employees will receive four (4) hours flat overtime pay compensation for a morning session and another four (4) hours flat overtime pay compensation for an afternoon session if they need to return to court after a lunch break.

F. The same employees will receive two (2) hours minimum in overtime pay compensation for call-back time.

G. The Village will pay the cash overtime on a monthly basis with payments to be made after the second week in the following month. The Chief of Police shall submit a list to the Village Clerk, which shall be the official list for overtime payments. Any overtime for the month of December shall be paid after the second week in January.



ARTICLE XIV  
BEREAVEMENT LEAVE

A. Each employee covered by this Agreement shall be entitled to three (3) days of bereavement in the event that a spouse, child or children, sister, brother, mother or father, grandparent or grandchild of the employee or spouse he or she is presently married to dies while the employee is a member of the Police Department. Such three (3) day bereavement leave shall be computed as follows:

In the event that any employee is on duty and scheduled to work the day after the date of death of the particular individual noted above, then the employee may commence his bereavement for a period of three (3) days following the death of the particular individual stated above. If, however, the employee is off duty, or scheduled to be off, in accordance with the shift scheduled by the person who prepared the duty tour, the employee shall not be entitled to a day of bereavement, or if an employee's relative, designated above, dies when the employee is off, it shall be considered as a normal off duty day and not a day of bereavement. Each day the employee extends his bereavement past the three (3) days allowed shall be considered a regular day off and not a day of bereavement. Such extended bereavement leave under this Article shall only be at the Employer's option and only with the permission of the Chief of Police, and such absence shall be charged against available vacation time first, then sick time. Bereavement shall only commence when the employee is working or scheduled to return to work. In the event that any employee is scheduled to be off for the two (2) or three (3) successive days following the death of a relative listed above, he shall not be entitled to any bereavement days and shall return to work in accordance with his normal tour of duty.

ARTICLE XV  
MEDICAL EXAMINATION

Each employee covered by this Agreement shall undergo a medical examination within three (3) years from the effective date of this contract by a physician licensed to practice in the State of New Jersey, and more particularly, within Bergen County or the surrounding counties. The examination shall consist of a complete EKG, eye test, urinary examination, blood pressure examination, chest x-ray, stool examination, examination of blood, weight and height, and all other necessary medical functions that may be related to the officer's employment. The Village shall pay a sum not to exceed \$150.00 toward the cost of such examination, upon submission of a voucher, which voucher shall be signed by the officer and the Chief of Police. A report of the examination shall accompany the voucher and be submitted to the Chief of Police and the Commissioner in charge of the Police Department for review. The examination shall be made on the employee's own time and not on the time of the Village. The Chief of Police and the members of the Ridgefield Park Police Department shall cooperate to see that the examinations are conducted in an orderly manner so that all examinations are conducted every three (3) years.

ARTICLE XVI

SALARY

A. The base salaries, excluding longevity for the years 1996, 1997, 1998 and 1999 shall be as follows:

Officers Hired Prior to 7/01/93

	<u>1996</u>	<u>1997</u>	<u>1998</u>	<u>1999</u>
Sergeants of Police	\$63,511	\$66,369	\$69,190	\$71,784
Patrolman - First Year	39,592	41,374	43,132	44,749
Patrolman - Second Year	46,339	48,425	50,483	52,376
Patrolman - Third Year	53,090	55,479	57,837	60,006
Patrolman - Fourth Year	59,841	62,534	65,192	67,636

Officers Hired After 7/01/93 and Prior to 9/01/98

	<u>1996</u>	<u>1997</u>	<u>1998</u>	<u>1999</u>
Sergeants of Police	\$63,511	\$66,369	\$69,190	\$71,784
Patrolman - First Year	29,611	30,944	32,259	33,468
Patrolman - Second Year	39,592	41,374	43,132	44,749
Patrolman - Third Year	46,339	48,425	50,483	52,376
Patrolman - Fourth Year	53,090	55,479	57,837	60,006
Patrolman - Fifth Year	59,841	62,534	65,192	67,636

Article XVI, continued;

Officers Hired After 9/01/98

	<u>1996</u>	<u>1997</u>	<u>1998</u>	<u>1999</u>
Sergeants of Police	\$63,511	\$66,369	\$69,190	\$71,784
Patrolman - Academy (1 <sup>st</sup> to 6 <sup>th</sup> months)	23,000	23,000	23,000	23,000
Patrolman - First Year (7 <sup>th</sup> to 18 <sup>th</sup> months)	29,611	30,944	32,259	33,468
Patrolman - Second Year (19 <sup>th</sup> to 30 <sup>th</sup> months)	34,602	36,159	37,696	39,109
Patrolman - Third Year (31 <sup>st</sup> to 42 <sup>nd</sup> months)	39,592	41,374	43,132	44,749
Patrolman - Fourth Year (43 <sup>rd</sup> to 54 <sup>th</sup> months)	46,339	48,425	50,483	52,376
Patrolman - Fifth Year (55 <sup>th</sup> to 66 <sup>th</sup> months)	53,090	55,479	57,837	60,006
Patrolman - Sixth Year (67 <sup>th</sup> month and after)	59,841	62,534	65,192	67,636

The above base salaries have been agreed upon for the calendar years 1996, 1997, 1998 and 1999 according to the following formula:

As of January 1, 1996 - 4.5 % increase

As of January 1, 1997 - 4.5 % increase

As of January 1, 1998 - 4.25 % increase

As of January 1, 1999 - 3.75 % increase

B. All pay periods shall be in accordance with the public employee's 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 public employee's current procedure for all employees.

ARTICLE XVII

LONGEVITY

All full time members of the Police Department shall receive longevity pay of one (1%) percent for each three (3) years of completed service to a maximum of eight (8%) percent, effective January 1, 1991. Said longevity compensation shall be calculated upon the base annual salary of each employee.

ARTICLE XVIII

HOLIDAYS

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

- |                          |                      |
|--------------------------|----------------------|
| 1. New Year's Day        | 7. Independence Day  |
| 2. Lincoln's Birthday    | 8. Labor Day         |
| 3. Washington's Birthday | 9. Columbus Day      |
| 4. Good Friday           | 10. Veteran's Day    |
| 5. Easter Sunday         | 11. Thanksgiving Day |
| 6. Memorial Day          | 12. Christmas Day    |

B. Those employees covered by the 5-2 work schedule shall be compensated for the holidays as time off.

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

D. For those members of the PBA who work a four and two (4 and 2) work week all the above holidays shall be considered as part of the work schedule.

E. Those members of the PBA who work a four and two (4 and 2) work week will not get an additional twelve (12) days off, and all of the above holidays shall be considered as having been taken as a result of their working a 4-2 schedule, or a 1945 hour year.

ARTICLE XIX  
MEDICAL, DENTAL, VISION AND LIFE INSURANCE  
BENEFITS

A. The Village shall maintain the same or similar type of medical and dental 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.

B. The Village shall provide Vision Plan for members of the Police Department and their dependents. Effective January 1, 1991, the eye care program shall be expanded to include \$100.00 per year for contact lenses.

C. The Village of Ridgefield Park shall pay insurance benefits to employees of the Ridgefield Park Police Department with twenty-five (25) years or more of service and certain employees who retire on disability pension in accordance with the following: effective May 1, 1984, the Village will provide health coverage for all eligible present and future pensioners and their dependents which is provided in the Chapter 88 P.L. 1974, Division of Pensions N.J. State Health Benefits Program Act. The conditions of this act provide that coverage will be provided to present and future pensioner and their dependents who retire, under the Police and Fireman's Retirement System with twenty-five (25) or more years of service, as well as those employees who retired on disability pensions based on fewer years of service credited in the retirement system provided they are eligible for such coverage under the aforementioned law.

Article XIX, continued;

D. Effective January 1, 1999, the medical deductible for each employee covered by this agreement shall increase from \$250.00 for each individual and \$500.00 for each family to \$325.00 for each individual and \$650.00 for each family.

E. On or before January 1, 1999, the Village agrees to implement an Internal Revenue Code Section 125 Cafeteria Plan (26 U.S.C. § 125) permitting employees covered by this agreement to withhold pre-tax earnings at a rate determined by the individual employee. Such withheld earnings will be available to employees to pay for medical expenses, including medical deductible expenses, as provided for by applicable Federal law.

F. An employee of the Village of Ridgefield Park who has been employed for twenty (20) years may receive as a credit toward his 25 years of service under paragraph C above five (5) years of service with any other government agency or any arm of the military, whether such five years was as a police officer or as another employee of such government agency or any arm of the military. The five years of service must have been for full time employment.

G. A police officer who has been in active service of the Village of Ridgefield Park for twenty five (25) years, or with 20 years active service with the Village of Ridgefield Park and five (5) years of service as described in F above, shall be entitled to paid medical upon retirement, which paid medical shall have at least a \$500,000 cap. Any individual who has previously retired from the Ridgefield Park Police Department with unpaid medical pursuant to any section of the Agreement shall receive the same cap as the existing employees.



ARTICLE XX  
CLOTHING ALLOWANCE

The annual clothing allowance shall be the sum of \$1025.00. This allowance shall be for the purchase of replacement clothing and/or maintenance, in accordance with this Article, and shall be paid only upon presentation of a Voucher. Members shall utilize the prescribed Village agent unless otherwise directed by the Department Commander. The Clothing Allowance set forth above shall be allocated and/or paid as follows: \$475.00 for clothing and \$550, in cash, for maintenance. Said maintenance shall be paid as follows: one-half (1 /2) of the amount to be paid in the first pay period in January and one-half (1/2) to be paid in the first pay period in December.

## ARTICLE XXI

### VACATION

A. The management of the Police Department reserves the right to arrange vacation periods granted to the employees covered by this Agreement so that these same vacation periods will not interfere with the essential manpower needs of the Department.

B. The vacation period from each member of the P.B.A. shall begin on January 1<sup>st</sup> of each vacation year and shall continue in effect until December 31<sup>st</sup> 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.

C. The summer vacation period will cover the period from the Saturday nearest to the 15<sup>th</sup> of June until the Saturday nearest the 15<sup>th</sup> day of September. Requests for summer vacation periods must be submitted no later than the last day of February.

D. Requests for all remaining vacation days must be submitted by the 1<sup>st</sup> day of October. If the remaining vacation days are not submitted by that date, the management of the Police Department reserves the option to assign these days so that they do not interfere with the essential manpower needs of the Department.

E. Patrolmen appointed to the Department from January 1<sup>st</sup> to June 30<sup>th</sup> of the vacation year shall be entitled to one (1) day's vacation for each calendar month of service completed between January 1<sup>st</sup> and June 30<sup>th</sup> of the said vacation year. Patrolmen appointed from July 1<sup>st</sup> through December 31<sup>st</sup> 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 paragraph.

F. All employees having less than five (5) full calendar years of service

Article XXI, continued;

as of the employee's anniversary date of the vacation year shall be entitled to receive ten (10) working days of vacation time.

G. Each employee having completed less than twelve (12) full calendar years of service, but more than five (5) full calendar years of service as of the employee's anniversary date of the vacation year shall be entitled to receive fifteen (15) working days of vacation time. The employees in this entitlement group whose anniversary date is from the month of September to the month of December of the anniversary vacation year shall receive one (1) additional day per month (maximum four (4) days) in the fifth (5th) anniversary year only. After that anniversary year, these same employees shall receive the maximum amount of vacation days to which they are entitled (15 days).

H. Each employee having completed less than nineteen (19) full calendar years of service, but more than eleven (11) full calendar years of service as of the employee's anniversary date of the vacation year shall be entitled to receive twenty (20) working days of vacation time. The employees in this entitlement group whose anniversary date is from the month of September to the month of December of the anniversary vacation year shall receive one (1) additional vacation day per month (maximum four (4) days) in the twelfth (12th) anniversary year only. After that anniversary year, these same employees shall receive the maximum amount of vacation days to which they are entitled (20 days).

I. Each employee having completed more than nineteen (19) full calendar years of service, as of the employee's anniversary date of the vacation year shall be entitled to receive twenty-five (25) working days of vacation time. The employees in this entitlement group whose anniversary date is from the month of September to the month of December of the anniversary vacation year

Article XXI, continued;

shall receive one (1) additional vacation day per month (maximum four (4) days) in the 20th anniversary year only. After that anniversary year, these same employees shall receive the maximum amount of vacation days to which they are entitled (25 days).

J. There shall be no carry over vacation time from one year to another for any employees of the Police Department unless the same is approved in writing by the Commissioner of the Police Department and the Chief of Police.

K. Vacation time may be carried over to the following year in the event that the Department must cancel or modify vacation schedules for the months of November and December.

ARTICLE XXII

SICK LEAVE

A. 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 receives as Workers' 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 appropriate New Jersey State Official, Commission or Agency for the retirement of any disabled employee pursuant to applicable New Jersey Statutes, Rules and Regulations.

B. If there is a dispute between the employees 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 Worker's Compensation Bureau in connection with the employee's application for Worker's Compensation Benefits.

Article XXII, continued;

C. With regard to illness or injury which is not service connected, each employee covered by this Agreement shall be entitled to eleven (11) days of sick leave with pay per year.

D. All sick leave days accrued in the present calendar year which are not used in the present calendar year must either be paid out pursuant to OPTION ONE or banked pursuant to OPTION TWO at the discretion of each employee, subject to the limitations set forth in Paragraph E below.

OPTION ONE

All unused sick leave days which are not banked pursuant to OPTION TWO below are payable at one hundred percent (100%) of the employee's base hourly rate. Employees who elect this option must notify the Department Commander of their intention by December 31 of each year. The Village agrees to pay employees electing this option by the second pay period of January following the Department's receipt of notice.

OPTION TWO

Unused sick leave days may be added to the employee's Sick Bank, provided that after January 1, 1999 such accumulation is made in accordance with Paragraph E below.

Effective January 1, 1999, employees will be permitted to split accrued unused sick days between OPTION ONE and OPTION TWO, provided that the employee's sick bank does not exceed the 30 day maximum provided by Paragraph E of this article.

Article XXII, continued;

E. Effective January 1, 1999, employees will no longer be permitted to accumulate hours in their Sick Banks in excess of thirty (30) days, except that, any employee whose accumulated Sick Bank hours exceeds thirty (30) days as of January 1, 1999 will be permitted to retain these days, but not to accumulate additional Sick Bank hours under Paragraph D, Option Two above. Any employee whose Sick Bank exceeds thirty (30) days as of January 1, 1999 will be permitted to retain these days and use them for sick leave or to receive payment pursuant to Paragraph F below. In the event an employee who is permitted to exceed 30 days accumulation pursuant to this Paragraph utilizes banked sick time and such use causes the employee's Sick Bank to drop below the thirty (30) day limit, the employee may not accumulate banked time in excess of the thirty (30) day limit again.

F. In the event an employee retiring has any sick leave days accumulated in the bank, he/she shall be paid accrued time at one hundred (100%) percent of the hourly rate to which he/she is entitled to at the time of retirement. Each individual officer must notify the management of the Police Department in writing of his/her intention to retire no later than March 1 of the retirement year or that individual officer will be paid his sick leave bank payment during the following year, after that year's fiscal budget is passed. In the event the individual dies during the course of his employment, his estate shall be entitled to any sick leave days accumulated in the bank, which shall be paid in accordance with the schedule set forth in this Article and shall be paid to the executor or administrator of the deceased police officer's estate.

All modifications to this Agreement implementing Catastrophic Medical Leave and capping further accumulation of Sick Bank time shall not effect the operation of this Paragraph and employees and/or their beneficiaries remain

Article XXII, continued;

entitled to payment for any hours accumulated in their Sick Banks pursuant to this Paragraph.

G. Subject to the specific provisions set forth herein for Catastrophic Medical Leave, each officer is entitled to use unused sick leave time during periods of illness. The sick bank time shall be used in the following order:

1. All current calendar year sick leave hours are to be used first.
2. All "100% bank" hours shall be used next.
3. Any sick leave used in excess of the above shall be

without pay.

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

I. Catastrophic Medical Leave

Effective January 1, 1999, all employees will be granted one year of Catastrophic Medical Leave to be used throughout the employee's career. Catastrophic Medical Leave may be taken at the option of the employee in segments as medically necessary subject to the limitations set forth in this Paragraph.

(1) Employees will be permitted to take Catastrophic Medical Leave for any Sick Leave period exceeding 30 calendar days. Beginning on the 31<sup>st</sup> calendar day of any Sick Leave Period, employees will have the option to use Catastrophic Medical Leave rather than using any remaining time in their Sick Bank or going on leave without pay.

(2) During the first 30 calendar days of any Catastrophic illness, employees will be required to use current and accumulated sick leave time. In the event that an employee does not have enough



Article XXII, continued;

remaining sick leave time in his or her sick bank to reach the Catastrophic Medical Leave threshold, that employee will be permitted to draw an additional year's allotment of sick leave time prior to going without pay. Any such draw will be repaid by the employee out of future years sick leave allowance.

(3) Employees shall comply with any request by the Village to apply for Temporary Disability Benefits, if such benefits are available to the employee, during any Catastrophic Medical Leave period. If any such application is successful, the employee will not be entitled to retain both the Catastrophic Medical Leave payments and the Temporary Disability Benefit payments in full. In such circumstances, the Village will provide the successful applicant with the difference between his or her ordinary salary and the Temporary Disability Benefit payments.

(4) Catastrophic Medical Leave does not apply to any Service Connected Disability which will continue to be controlled by the terms of Paragraphs A and B of this Article.

ARTICLE XXIII  
PERSONNEL FILES

Only one file shall be maintained for each employee, said file shall remain, at all times, in the office of the Chief of Police. Each employee shall have the right to inspect his personnel file at any reasonable hour upon request made to the Chief of Police. Such request shall not be unreasonably denied by the Chief of Police. Every item inserted into an employee's file shall be consecutively numbered and initialed by the employee upon insertion into the file. Each employee shall have the opportunity to rebut any negative material inserted into his file.

SIGNATURES

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 day and year first above written.

ATTEST

Sarah Karlikowski

VILLAGE OF RIDGEFIELD PARK

By: George Fosdick

Mayer George Fosdick

By: John Anlian

Commissioner John Anlian

By: Brian Hubert

Commissioner Brian Hubert

ATTEST

[Signature]

P.B.A. LOCAL 86

By: Charles Gneiding

Charles Gneiding

By: John DiNiro

John DiNiro

By: James Maglione

James Maglione

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

*Sarah Karlikowski*

VILLAGE OF RIDGEFIELD PARK

By: *George Fosdick*

Mayor George Fosdick

By: *John Anlian*

Commissioner John Anlian

By: *Brian Hubert*

Commissioner Brian Hubert

ATTEST

*[Signature]*

P.B.A. LOCAL 86

By: *Charles Gneiding*

Charles Gneiding

By: *John DiNiro*

John DiNiro

By: *James Maglione*

James Maglione