

**THIS BOOK DOES
NOT CIRCULATE**

PREAMBLE

THIS AGREEMENT, made this 18 day of Feb., 1974, 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 entered 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:

Bergen County

Jan 1, 1973 - Dec 31, 1975

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Labor Relations

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ARTICLE I
RECOGNITION AND RIGHTS

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

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

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

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

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

ARTICLE 2

MANAGEMENT RIGHTS

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

ARTICLE 3

EMPLOYEES' RIGHTS

A. The parties recognize and affirm that their relationship is covered by the "New Jersey Employer-Employee Relation Act," the laws of 1968, Chapter 303 (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. Except as otherwise provided herein, the employees shall retain all civil rights as provided under Federal and New Jersey State laws.

ARTICLE 4

STRIKE AND NON-INTERFERENCE

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

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

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

The VILLAGE agrees that there shall be no discrimination, interference, or coercion by the VILLAGE or any of its agents against any representative of the P. B. A. because of membership or activities of any members of the Police Department by reason of appointment by said representative to the negotiating committee. The P. B. A. or any of its agents, shall not intimidate or coerce employees into membership. Neither the VILLAGE nor the P. B. A. shall discriminate against any employee because of race, creed, color, age, sex, or national origin.

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

ARTICLE 5

RULES AND REGULATIONS CURRENTLY IN EFFECT

The P. B. A. recognizes 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.

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.

The VILLAGE shall provide a complete copy of said "Blue Book" to each member within five (5) days after execution of this Agreement.

ARTICLE 6

ISSUES BARGAINED

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

Therefore, the VILLAGE and the P. B. A. for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter (except 1975 time pay scales and 1975 clothing allowance) whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated this Agreement.

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

ARTICLE 7

CONDUCTING ASSOCIATION BUSINESS

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

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

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

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

The VILLAGE will not hold any meeting at the offices of the P. B. A. with prior permission of the P. B. A. Said offices are located at

ARTICLE 3

DURATION

This Agreement shall become effective on January 1, 1973 at 12:01 a.m. and shall remain in full force and effect until midnight, December 31, 1975. All rights, duties, and obligations created hereunder shall be retroactive to January 1, 1973. If upon expiration of this Agreement at midnight, December 31, 1975 a new agreement has not been entered into between the parties, then this Agreement shall continue in full force and effect until a new Agreement shall be executed between the parties. However, either party may serve written notice upon the other to terminate this Agreement after midnight, December 31, 1975 by giving thirty (30) days notice to the other party.

On or after October 1, 1975, either party may serve upon the other party a written notice of an intent to commence negotiations for a new contract. The parties will make every effort after notice is served to promptly commence negotiations in accordance with Chapter 303 Public Laws of New Jersey in a good faith effort to reach an agreement on all matters concerning the terms and conditions of employment of the members of the P. B. A.

ARTICLE 9

SPECIAL POLICE

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

ARTICLE 10
GRIEVANCE PROCEDURE

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

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

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

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

Any grievance, which arises after the effective date of this Agreement, shall first be 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 presentation, to be considered further, must be filed within five (5) days after the disposition by the Chief of Police, who at the time of said disposition shall notify the employee of his decision. The grievance shall be presented to the Commissioner 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

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GRIEVANCE PROCEDURE (CONTINUED)

Commissioner and returned to the employee or his representative within ten (10) days from its presentation to the Commissioner.

If dissatisfied with the decision rendered by the Commissioner 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 with the employee and his representative and the Chief of Police and attempt to resolve the grievance. A written decision will be made following the meeting with the governing body of the VILLAGE and returned to the employee or his representative within fifteen (15) days from its presentation to the governing body of the VILLAGE.

The decision of the governing body shall be final and binding.

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

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

ARTICLE 11

TRANSPORTATION TO AND FROM WORK

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

ARTICLE 12

MEETINGS

It is agreed that representatives of the VILLAGE and representatives of the P. B. A. will meet from time to time upon request of either party to discuss matters of general interest or concern, matters which are not necessarily a grievance, as such. A written notice indicating the purpose of the meeting shall be mailed or hand delivered within three (3) days prior to the date of the said meeting to the interested representatives of both the VILLAGE and the P. B. A.

ARTICLE 13

HOURS OF WORK AND OVERTIME

A. General Provisions

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

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

B. Detective, Traffic and Juvenile Bureaus

For those members assigned to the Detective Bureau, Traffic Bureau, and Juvenile Bureau, the standard work week shall begin on Sunday at 12:01 a.m. and shall end at midnight, Saturday. The standard hours shall be eight (8) consecutive hours in one day and five (5) consecutive days for no more than forty (40) hours in the standard work week. Those members assigned to these bureaus shall be compensated for any overtime worked pursuant to Section 18-11 of the General Ordinances of the VILLAGE, as it currently exists or as it may be amended at the term of this contract providing said amendment does not result in a decrease in said compensation.

C. All Other Employees

For all other employees of the VILLAGE represented by the P. B. A., the standard work day shall consist of not more than eight (8) hours in a twenty-four (24) hour period, and the standard work week shall consist of four (4) consecutive working days and two (2) consecutive days off. This is the work shift currently in effect.

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HOURS OF WORK AND OVERTIME (CONTINUED)

Since under this four and two (4 and 2) work week only one thousand nine hundred forty-four (1,944) hours of service will be completed in each year by each employee of the P. B. A. and since each employee is responsible for the performance of two thousand, eighty (2,080) hours of service each year, a deficit of one hundred thirty-six (136) hours will result each year. In order to reduce this deficit of one hundred thirty-six (136) hours, all time off accruing as the result of the VILLAGE'S granting the twelve (12) holidays referred to in Article 16 of this Agreement, shall be applied against this one hundred thirty-six (136) hour deficit. Consequently, this deficit will then be reduced to forty (40) hours per year.

Compensatory time off will be given for all work in excess of eight (8) hours per day and for all work in excess of thirty-two (32) hours per standard work week as defined above, provided, however, that there shall be no pyramiding or duplication of overtime hours. However since those employees who work the four and two (4 and 2) work week have a deficit of forty (40) hours of service, the number of overtime hours that each of these employees works shall first be applied to the reduction of the deficit and then once the forty (40) hour deficit has been completely eliminated, then said employees shall be entitled to the actual receipt of their compensatory time off.

All compensatory time off shall be given on a one-for-one basis, that is, one hour of compensatory time off shall be given for each hour of overtime worked.

HOURS OF WORK AND OVERTIME (CONTINUED)

All time owed the VILLAGE for any reason whatsoever shall be cancelled as of midnight, December 31, 1973. All time owed any employee for any reason whatsoever (including overtime, holidays, etc.) shall be cancelled as of midnight, December 31, 1973.

Since each party to this Agreement recognizes that at the end of 1974 and 1975 there may be certain employees who have not worked sufficient overtime to reduce the deficit referred to above to zero and also that there may be certain employees who have not only eliminated their deficit but also have accumulated compensatory time off which is due to them, it is agreed that during the months of January, February, and March of both 1975 and 1976, each party shall in good faith make every effort to make adjustments in hours of work to insure that the VILLAGE has received all time due to it and to insure that each employee has received all time due him. January, February, and March of 1975 shall be used to adjust the time for the year 1974. January, February, and March of 1976 shall be used to adjust the time for 1975. In the event that the adjustment of time either to an employee or to the VILLAGE has not been completed as of midnight, March 31 of either adjustment period, then, and in that event, all time due either party shall be cancelled.

ARTICLE 14

SALARY

The salaries for the year 1973 shall be:

Captain of Police	\$13,190
Lieutenant of Police	12,290
Sergeants of Police	11,685
Patrolman--First Year	9,260
Patrolman--Second Year	9,865
Patrolman--Third Year	10,470
Patrolman--Fourth Year and Maximum	11,080

The salaries for the year 1974 shall be:

Captain of Police	\$14,115
Lieutenant of Police	13,150
Sergeants of Police	12,505
Patrolman--First Year	9,910
Patrolman--Second Year	10,555
Patrolman--Third Year	11,205
Patrolman--Fourth Year and Maximum	11,855

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SALARY (CONTINUED)

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

The salary scale for the year 1975 for all employees covered by this Agreement shall be renegotiated between the parties, which negotiations shall start prior to October 1, 1974.

The 1975 salary scale and 1975 clothing allowance shall be the only subjects of this contract which shall be renegotiated during the term of this Agreement.

ARTICLE 15

LONGEVITY

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

ARTICLE 16

HOLIDAYS

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

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

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

For those members of the P. B. A. who work a four and two (4 and 2) work week all the above holidays shall be used to reduce the deficit (referred to in Article 12) resulting from the working of a four and two (4 and 2) work week.

ARTICLE 17

HOSPITALIZATION AND LIFE INSURANCE

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

ARTICLE 18

CLOTHING ALLOWANCE

A clothing allowance of one hundred dollars (\$100) per employee shall be allowed for 1973 and 1974. This allowance shall be for the purchase of replacement clothing and shall be paid only upon presentment of a VILLAGE voucher and supporting evidence of purchase of replacement items. Said clothing allowance shall not be for the purchase of any foot gear. The clothing allowance for the year 1975 shall be renegotiated between the parties, which negotiations shall start prior to October 1, 1974. The 1975 salary scale and clothing allowance shall be the only subjects of this contract which shall be renegotiated during the term of this Agreement.

ARTICLE 19

VACATION

The vacation period for each member of the P. B. A. shall begin on January 1 of each vacation year and shall continue in effect until December 31 inclusive of the same year. Annual vacation will be granted to employees covered by this Agreement who have completed the required service as of the eligibility date for the particular vacation year as provided below.

Patrolmen appointed to the department from January 1 to June 30 of the vacation year shall be entitled to one day's vacation for each calendar month of service completed between January 1 and June 30 of the said vacation year.

Patrolmen appointed from July 1 through December 31 inclusive of the said vacation year shall not receive any vacation during said vacation year but shall be entitled to the vacation benefits in the next year as indicated in the subsequent paragraphs.

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

ARTICLE 20

SICK LEAVE

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

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

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

SICK LEAVE (CONTINUED)

With regard to illness or injury which is not service connected, each employee covered by this Agreement shall be entitled to five (5) days of sick leave with pay during the year 1974 and seven (7) days of sick leave with pay during the year 1975. However, there shall be established to the credit of each employee effective as of midnight, December 31, 1973 a "bank" of sick leave days, as indicated in the schedule below, which bank shall be established for the purpose of permitting drawings to be made against same for future use

No. of Full Calendar Years of Service

Completed as of Midnight, December 31, 1973

More than	but	Less than	Additional Sick Leave Days
0		1 year	5 days
1		5	10
6		10	15
11		15	20
16		20	25
21 and over			30

The VILLAGE agrees that any sick leave not used by any employee whether it be the annual allotment or the bank may be accumulated by each employee during the term of this contract. Any sick leave taken in excess of the amounts referred to above shall be without pay.

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SICK LEAVE (CONTINUED)

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

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

ATTEST:

LOCAL P. B. A. 86

BY: _____

BY: _____

ATTEST:

VILLAGE OF RIDGEFIELD PARK

BY: _____

BY: _____