

AGREEMENT

between

**VILLAGE OF RIDGEFIELD PARK
COUNTY OF BERGEN**

and

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

JANUARY 1, 2019 through DECEMBER 31, 2024

PREPARED BY:

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NT/ [Signature]
RD

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PREAMBLE

THIS Agreement made this ____ day of _____, 2020, between the VILLAGE OF RIDGEFIELD PARK (hereinafter referred to as the "Village"), and P.B.A. LOCAL 86 (hereinafter referred to as the "PBA").

WHEREAS, the parties have carried on collective negotiations 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 PBA as follows:


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ARTICLE I

RECOGNITION AND RIGHTS

A. The Village recognizes the PBA as the sole exclusive representative for purposes of collective negotiations for all Patrolmen and Sergeants of the Village of Ridgefield Park Police Department, except as noted below, but excluding the Chief of Police, Captains, Lieutenants, and all other Village employees.

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 PBA in the above designated negotiating unit.

C. The PBA 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.

D. By reason thereof, the PBA and the Village acknowledge that the power of the Village and PBA 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.

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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.



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ARTICLE III
EMPLOYEES' 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 of 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 (PBA 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 PBA hereby agrees that it will not sanction any strike of any kind, slowdown, sit-down, 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 PBA, 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 PBA because of his membership in or his activities connected with PBA Local 86.

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

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 PBA 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 PBA. 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.

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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 republished and became effective in December, 2007, and which are designated as the "Ridgefield Park Police Department Rules and Regulations," are in full force and effect in their entirety. These rules and regulations shall remain 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 PBA 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.

E. In the event an officer calls in sick on a particular day which leaves that officer's shift with less personnel than originally assigned in accordance with the

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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.

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ARTICLE VI

CONDUCTING ASSOCIATION BUSINESS

A. No officers, members or representatives of the PBA shall conduct any association business on Village time, except as specified in this Agreement. No PBA meeting shall be held on Village time, unless specifically authorized by the Village.

B. The PBA 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 PBA without prior permission of the PBA. Said offices are located at the home of the President of the PBA Local 86.

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

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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 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.

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ARTICLE VII

DURATION

A. This Agreement shall be deemed effective from and retroactive to January 1, 2019 at 12:01 A.M., and shall remain in full force and effect until midnight, December 31, 2024. If, upon expiration of this Agreement at midnight, December 31, 2024, a new Agreement has not been entered into between the parties, then this Agreement shall continue in full force of effect until a new Agreement shall be executed between the parties.

B. The parties agree that negotiations for the year commencing January 1, 2025 shall start prior to August 30, 2024. On or before August 30, 2024, 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 PBA.

ARTICLE VIII

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SPECIAL POLICE

The PBA recognizes that the Village shall have the right, in its discretion, to utilize the services of the voluntary Special Police force at such time 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 PBA.

ARTICLE IX

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GRIEVANCE PROCEDURE

A. 1. For the purposes of providing the expeditious and mutually satisfactory resolution of problems arising under this Agreement, the parties adopt the following procedures which shall be kept as informal as may be appropriate.

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 and application or violation of policies, agreements, and administrative decisions affecting them.

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 of 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 PBA 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 grieved 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

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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.

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.

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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 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 the 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.

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ARTICLE X

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.

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ARTICLE XI

MEETINGS

It is agreed that representatives of the Village and representatives of the PBA 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 PBA.

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ARTICLE XII

HOURS OF WORK AND OVERTIME

A. General Provisions

The first shift shall be at 11:00 P.M. to 7:00 A.M.; the second shift shall be 7:00 A.M. to 3:00 P.M.; and the third shift shall be 3:00 P.M. to 11:00 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 AM 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 \$1200.00. Any Member assigned to be a Traffic Officer, Range Officer or Terminal Access Coordinator ("TAC") Officer shall receive a stipend of \$1,200.00. Any stipends or differentials paid pursuant to this Agreement shall be broken into equal payments over the course of the year which shall be included in each paycheck. All overtime worked by the Detectives, Traffic, Range and TAC Officers shall be paid as it is paid to all other employees at the time and one-half (1 1/2) rate, pursuant to Article XIII.

C. All Other Employees

For all other employees of the Village represented by the PBA, the standard work day shall consist of eight (8) hours in a twenty-four (24) hour 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 considered as overtime. All over time 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, holiday pay for the Martin Luther King, Jr. Day Holiday, four (4) other holidays listed in Article XVIII(A) 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 payroll period basis as part of the member's regular paycheck. The Chief of Police shall submit a list to the Village Clerk, which shall be the official list for overtime payments.

H. Effective January 1, 2021, or as soon thereafter as practicable, a twelve

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(12) hour schedule shall be implemented for those officers working in Patrol.

1. Once the 12 hour schedule is in effect all officers working this schedule shall receive fourteen (14) Kelly Days. Eight (8) of these days can cause overtime to fill the absence and six (6) of these days cannot cause overtime at the time they are requested. Officers receiving Kelly Days shall have the option to cash out up to four (4) days each year, to be paid in February of the following year. The eight (8) days that can cause overtime will be treated as vacation days under vacation day rules. Two (2) people per squad shall be permitted to take off for Vacation, Personal, and/or Kelly time.

2. Officers shall be permitted to utilize four (4) tour swaps per month using the current practice currently in existence.


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ARTICLE XIII

BEREAVEMENT LEAVE

A. Each employee covered by this Agreement shall be entitled to seven (7) working days of bereavement in the event that a current spouse, child or children, or ex-spouse with minor children dies while employee is a member of the Police Department. Each employee covered by this Agreement shall be entitled to three (3) days of bereavement in the event that a 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. A 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.

An employee may request to schedule bereavement leave other than as set forth as in this section. It shall be within the Chief's discretion, subject to approval by the

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Police Commissioner, to grant such requests, such discretion to be reasonably exercised.


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ARTICLE XIV

OUT OF TITLE PAY

When a patrol officer works a shift as an Acting Sergeant, he/she shall be paid at the Sergeant's regular rate of pay after working in this capacity for two (2) full consecutive shifts (24 hours) or after working five (5) full consecutive or non-consecutive shifts (60 hours) per year.

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ARTICLE XV

SALARY

A. The following salary guide shall be for Employees hired on or before June 15, 2012, and shall be retroactive to January 1, 2019:

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Sergeants	\$145,603	\$148,943	\$152,366	\$155,875	\$159,472	\$163,159
Patrolman	\$133,603	\$136,943	\$140,366	\$143,875	\$147,472	\$151,159

B. The following salary guide shall be for Employees hired after June 15, 2012, and shall be retroactive to January 1, 2019:

<u>STEP</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
1	\$43,976	\$45,075	\$46,202	\$47,357	\$48,541	\$49,754
2	\$50,606	\$51,871	\$53,168	\$54,497	\$55,860	\$57,256
3	\$57,237	\$58,668	\$60,135	\$61,638	\$63,179	\$64,758
4	\$63,866	\$65,462	\$67,099	\$68,776	\$70,496	\$72,258
5	\$70,496	\$72,259	\$74,065	\$75,917	\$77,815	\$79,760
6	\$77,126	\$79,054	\$81,031	\$83,056	\$85,133	\$87,261
7	\$83,757	\$85,851	\$87,997	\$90,197	\$92,452	\$94,763
8	\$90,386	\$92,645	\$94,961	\$97,335	\$99,769	\$102,263
9	\$97,016	\$99,442	\$101,928	\$104,476	\$107,088	\$109,765
10	\$103,647	\$106,238	\$108,894	\$111,616	\$114,407	\$117,267
11	\$110,277	\$113,034	\$115,859	\$118,756	\$121,725	\$124,768
12	\$116,906	\$119,829	\$122,825	\$125,895	\$129,043	\$132,269
13	\$123,536	\$126,624	\$129,790	\$133,035	\$136,361	\$139,770
14	\$126,611	\$129,776	\$133,021	\$136,346	\$139,755	\$143,249
15	\$127,510	\$130,698	\$133,965	\$137,314	\$140,747	\$144,266
16	\$129,434	\$132,670	\$135,987	\$139,386	\$142,871	\$146,443
17	\$133,603	\$136,943	\$140,366	\$143,875	\$147,472	\$151,159
Sergeants	\$145,603	\$148,943	\$152,366	\$155,875	\$159,472	\$163,159

C. The payroll period shall be every two weeks (approximately 26 pay periods annually) as is currently the practice. 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.



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ARTICLE XVI

LONGEVITY

A. Effective January 1, 2019 no members shall be eligible for longevity except, in the event a member with the rank of Sergeant hired on or before June 15, 2012, would receive higher compensation by receiving salary increases of 2.5%, plus longevity (as stated below), on top of the Sergeants' salary in 2018 and in each year of this contract instead of the salaries stated in Article XV.

Longevity, for purposes of the previous paragraph, shall be calculated as follows as 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.

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ARTICLE XVII

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 holiday 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 at 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 for 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 1945 hour year.

F. Beginning on January 1, 2001, and in each year thereafter, employees shall receive thirteenth paid holiday: Martin Luther King, Jr., Day. Employees will

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receive an additional days pay at their ordinary rate ("holiday pay") for the holiday without regard to whether the employee actually worked on Martin Luther King, Jr., Day. The right to receive holiday pay for the Martin Luther King, Jr., Day Holiday will accrue and vest in the employee, if the employee is on payroll as of the Martin Luther King, Jr., Day of that year. Holiday pay paid pursuant to this paragraph shall be broken into equal payments over the course of the year and paid as ordinary salary.

G. Effective January 1, 2009, officers shall be paid for an additional four (4) holidays listed in Schedule A regardless of whether they work the day or not. The Village will determine its sole discretion which four (4) holidays employees will be paid for. Holiday pay for these four (4) holidays pursuant to this paragraph shall be broken into equal payments over the course of the year and paid as ordinary salary. Employees who work the 5-2 schedule will continue to have time off for these days in addition to the payment provided by this paragraph.

H. Effective with the commencement of the twelve (12) hour patrol schedule, on or about January 1, 2021 or as soon thereafter as practicable, Holiday time shall be converted to hours.

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ARTICLE XVIII

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, 2000, the eye care program shall be expanded to provide \$150 annual coverage for eyeglasses or contact lenses for employees, and \$100 annual coverage for eyeglasses or contact lenses for each dependent.

C. The Village of Ridgefield Park shall pay insurance benefits for employees of the Ridgefield Park Police Department with twenty-five (25) years or more of service and certain employees who retire on disability pension, including dependents, in accordance with the Village's health coverage that is provided to employees and their dependents and the provisions of N.J.S.A. 40A:10-23(a-c). It is expressly understood that the Village shall not be responsible for reimbursing any retiree for the Medicare Part B premiums incurred on the behalf of his/her spouse or other dependents.

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.

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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. (1) 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.

(2) Employees hired after June 15, 2012 will no longer be permitted to apply credit for other service and must serve twenty five (25) years or more with the Village to qualify for paid medical under this article unless the Employee qualifies for disability retirement pursuant to state law.

G. A police officer who has been in active services 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 (1) above, shall be entitled to paid medical upon retirement, which paid medical shall also provide a Vision Plan for the employee.

H. Employees retiring on or after June 15, 2012 shall receive the same benefits in retirement (to the extent qualified) as provided to active officers.

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ARTICLE XIX
CLOTHING ALLOWANCE

The annual clothing allowance shall be the sum of \$1,175.00. 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 \$700.00, in cash, for maintenance. Said maintenance shall be paid as follows: one-half ($\frac{1}{2}$) of the amount to be paid in the first pay period in January and one-half ($\frac{1}{2}$) to be paid in the first pay period in December.

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ARTICLE XX

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 for each member of the PBA shall begin on January 1st of each vacation year and shall continue in effect until December 31st 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 the 15th day of June until the Saturday nearest to the 15th day of September. Selection for vacation will be made by seniority with no officer being permitted to select more than two weeks in a block during the Summer Vacation Period. Once all employees have been given an opportunity to schedule two full weeks of vacation periods (or all of the Employee's vacation if the Employee does not have two weeks based upon service time), Employees may schedule additional vacation days including adding additional days to previously selected blocks, if those dates remain open. Employees may schedule as many consecutive vacation days as the Employee has available and are open to the Employee by seniority in this manner. Pre-scheduling of vacation shall be completed by the last day of February. Nothing in the foregoing shall

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require an Employee to pre-schedule any amount or blocks of vacation time.

D. Requests for all remaining vacation days must be submitted by the 1st 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. All employees shall receive ten (10) vacation days per vacation year when they are hired. In each subsequent year of employment up to year five (5), each employee shall receive one (1) additional vacation day up to fifteen (15) vacation days.

F. 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, the same employees shall receive the maximum amount of vacation days to which they are entitled (15 days).

G. Each employee having completed less than eighteen (18) 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

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(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).

H. Each employee having completed more than eighteen (18) 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 shall receive one (1) additional vacation day per month (maximum four (4) days) in the 19th anniversary year only. After that anniversary year, these same employee shall receive the maximum amount vacation days to which they are entitled (25 days).

I. There shall be no carryover 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.

J. 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.

K. Effective with the commencement of the twelve (12) hour patrol schedule, on or about January 1, 2021 or as soon thereafter as practicable, Vacation time shall be converted to hours.

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ARTICLE XXI

SICK LEAVE

A. Each member of the PBA 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.

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

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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 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 to the 30 day maximum provided by Paragraph E of this article.

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 or resigning 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 or resignation. Each individual officer must notify the management of the Police Department in writing of his/her intention to retire or resign no later than March 1 of the year of retirement or resignation 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 affect the operation of this Paragraph and employees and/or their beneficiaries remain 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 physician 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

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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 31st 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 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.

J. Effective with the commencement of the twelve (12) hour patrol schedule, on or about January 1, 2021 or as soon thereafter as practicable, Sick time shall be converted to hours.



ARTICLE XXII
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.

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ARTICLE XXIII
PERSONAL LEAVE

Employees shall be entitled to two (2) full work days of personal leave per year. Employees shall not be entitled to any monetary compensation for the non-use of personal leave and unused leave days cannot be carried over from year to year.


NT / RD

SIGNATURES

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

VILLAGE OF RIDGEFIELD PARK

By: _____

Mayor George Fosdick

By: _____

Commissioner Adam McNeill

ATTEST

PBA LOCAL 86

By: _____

Robert DiStasi

By: _____

Nick Triano

AT / RD