

A G R E E M E N T

Between

TOWNSHIP OF ROCHELLE PARK

and

POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL 102

ROCHELLE PARK POLICE DEPARTMENT

January 1, 1981 through December 31, 1982

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Labor Relations

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RUTGERS UNIVERSITY

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VMC

~~THIS AGREEMENT~~ THIS AGREEMENT, made this 17TH day of AUGUST 1981.

by and between the TOWNSHIP OF ROCHELLE PARK, a municipal corporation of the State of New Jersey (hereinafter called "Township" and the POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 102, representing the full time police personnel of the Rochelle Park Police Department (hereinafter called "Employees").

WHEREAS, both parties to this Agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship existing between them and wish to enter into an agreement covering terms and conditions of employment,

WHEREAS, the parties have, by good faith, collectively bargained and reached an agreement with respect to such terms and conditions of employment,

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

1. RECOGNITION

1.1 The Township recognizes the Employees as the sole and exclusive representative for all the full time law enforcement personnel of the Rochelle Park Police Department.

1.2 The parties recognize and affirm that their relationship is governed by the "New Jersey Employer-Employee Relations Act", the Laws of 1967, Chapter 303 (NJSA 34:33A, et seq.) as amended, and they agree in the conduct of

and procedure of their collective negotiations to be bound by the rules and regulations of the New Jersey Public Employment Relations Commission.

II. RETENTION OF EXISTING BENEFITS AND RIGHTS

2.1 Except as otherwise provided herein, all rights, privileges and benefits which all Employees have heretofore enjoyed and are presently enjoying, shall be maintained and continued by the Township during the term of this Agreement and the Employees shall retain all civil rights, as provided under Federal and New Jersey State Laws.

III. MANAGEMENT RIGHTS

3.1 The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Township Government and its properties and facilities, and the activities of its employees;
2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law. VMC

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

IV. NEGOTIATION PROCEDURES

4.1 The collective negotiations with respect to rates of pay, hours of work or conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties and such additional agents or persons as each of the parties shall designate as its negotiating team.

4.2 Collective negotiation meetings shall be held at times and places mutually convenient at the request of either the Township or the Employees.

4.3 Employees who may be designated to participate in the collective negotiations will be excused from police assignment, provided that their absence from duty will not interfere seriously with the operation of the Township Police Department in the opinion of the Chief of Police.

4.4 The duly authorized negotiating agent of either the Township or the Employees shall not be required to be an employee of the Township.

V. MANAGEMENT OF THE TOWNSHIP'S AFFAIRS

5.1 The Employees recognize that areas of responsibility must be reserved to the Township if the governing body of the Township is to serve the public effectively. Therefore, the right to manage the affairs of the Township and to direct the working force and operations of the Township, subject only to the limitations of this Agreement, and applicable State Laws is vested in and retained by the Township exclusively. *Ym L*

VI. CONTINUED WORK OPERATIONS

6.1 The parties agree that there shall be no action by either of them in violation of any State Law.

VII. NON-DISCRIMINATION

7.1 There shall be no discrimination, interference, or coercion by the Township, or any of its agents, against the Employees, because of membership or activities of any member of the Police Department, by reason of appointment by the Employees to the negotiating committee. The Employees or any of its agents, shall not intimidate or coerce employees into membership. Neither the Township nor the Employees shall discriminate against any employees because of race, creed, color, age, sex or national origin.

VIII. HOSPITALIZATION

8.1 The Township shall continue to provide all Employees and members of their immediate families with hospitalization and other insurance, at least equal to the nature and level of benefits currently in effect as of the execution of this Agreement. Said benefits shall be provided by the Township without interruption during the continuance of employment by the Township of each employee covered hereunder. In the event that there is any interruption in such insurance coverage, then and in that event the Township agrees to be responsible for any and all medical bills incurred during such period of interruption, to the extent as would have been paid under the insurance coverage, had the policy remained uninterruptedly in force. *VMC*

8.2 Subject to applicable provisions of State and Federal Law, the Township agrees to continue to provide hospitalization and medical insurance as provided for in the previous section for employees who retire and become entitled to a police pension, either on the basis of regular time in service retirement after twenty-five (25) years of service, and upon reaching the age fifty-five (55), or disability retirement, until such time as the employee becomes entitled to medicare coverage. Provided, however, that if any such employee shall become entitled to equal coverage under any other group plan subsequent to his retirement from employment by the Township, the obligation of the Township under this section shall cease.

8.3 The Township shall carry a life insurance policy for each Employee, the amount of insurance to be not less than Ten Thousand (\$10,000.00) Dollars.

IX SCHEDULE OF WORK

9.1 The present police schedule of work is adopted herein by reference and made a part of this contract, as to hours of work, shifts and tour basis.

9.2 Employees covered by this Agreement shall remain on 5-2, 5-2, 5-3 schedule with the same rotation arrangement. However, the Chief shall have the right to affect involuntary changes in shift schedules provided that a minimum of two (2) weeks notice be given to the affected employee, and that all such changes shall be in blocks of five (5) consecutive days, and that no more than two (2) such schedule changes per man per year (i.e., a maximum of ten (10) working days) be made. In all other respects, the method of scheduling and compensation shall be unchanged. *VME*

X. HOLIDAYS

10.1 The Employees shall have fourteen (14) paid holidays per year effective 1/1/81. All of which holiday compensation shall be paid at time and one-half (1 1/2).

XI. WAGES

11.1 The base wages of the various employees covered under this Agreement shall be as set forth on Schedule "A" annexed.

11.2 All retroactive monies due by virtue of this wage schedule shall be paid promptly upon execution of this Agreement.

XII. CLOTHING ALLOWANCE

12.1 The Township shall pay to each employee covered by this Agreement, who has completed at least one (1) year as a member of the Police Department, the sum of Four Hundred (\$400.00) Dollars for the calendar year 1981 toward uniform and equipment replacement, maintenance and cleaning. Effective January 1, 1982, the annual clothing allowance shall be increased to Four Hundred and Fifty (\$450.00) Dollars per annum. Said payments are to be made during the month of June each year.

12.2 If an Employee has received an initial clothing issue, then, during his first year he shall receive Seventy-Five (\$75.00) Dollars for maintenance only.

XIII. OVERTIME

13.1 It is recognized that the needs of the Township may require overtime work, beyond the employees' standard daily or weekly schedule, although it is the policy of the Township to avoid the necessity of overtime work, wherever possible.

13.2 Overtime shall be paid to any member of the Police Department, at the rate of time and one-half (1 1/2) of their regular salary.

13.3 Overtime for regularly scheduled shifts and details will be offered to regular fulltime employees of the Department first, in an order of preference based upon a rotating seniority roster. There may be certain situations in which the Department, because of special skills or other attributes of a particular officer, determines that it is the best interests of the Township to by-pass an employee or employee of the seniority list. While this Agreement contemplates such possibilities, it is agreed and understood that such bypassed employee or employees must become next on the list for the purposes of the overtime roster. The purpose of this clause is to equalize overtime among employees and same shall not be defeated by the Township's selection of special persons for special details as set forth herein. Such overtime will be offered to persons other than full time employees only if it has first been refused by each member on the seniority roster aforementioned.

13.4 It is understood and agreed that the clauses relating to overtime will require an equalization of overtime among all full time employees of the Department.

XIV. COURT TIME

14.1 The appearance of any full time police officer at a criminal hearing in a County or Superior Court, or before the Grand Jury or Motor Vehicle Department, or Municipal Court, or any other Court, while such officer is off duty shall constitute overtime, and a minimum of four (4) hours at the rate of one and one-half (1 1/2) times the employee's salary shall be paid by the Township. VMC

14.2 If the appearance shall be beyond six (6) hours, then the Township shall pay hour for hour starting with the sixth hour at the one and one-half (1 1/2) rate.

XV. LONGEVITY

15.1 All full time employees of the Police Department shall be entitled to receive a longevity pay increment expressed in terms of a percentage of their annual salary in accordance with the following schedule:

- Employees having completed four service -----2%
- Employees having completed eight years service-----4%
- Employees having completed twelve years service-----8%
- Employees having completed twenty years service-----10%

XVI. VACATIONS

16.1 The Township shall provide the following vacations:

- 6 months, but less than 2 years ----- 5 working days
- 2 years, but less than 5 years-----10 working days
- After 5 years, but less than 15 years-----15 working days
- 15 years and over or an officer of Dept.-----20 working days VmL

XVII. IN SERVICE SCHOOLS

17.1 The Township will pay to any member attending any police academy the sum of Four (\$4.00) Dollars for lunch.

XVIII. GRIEVANCE PROCEDURE

18.1 To provide for the expeditious and mutually satisfactory settlement of grievances arising under this Agreement, the following procedures shall be used. For the purposes of this Agreement, the term "grievance" includes any difference or dispute between the Township and any employee or group of employees covered under this Agreement, with respect to the interpretation, application or violation of any of the provisions of this Agreement, and with respect to terms and conditions of employment.

18.2 The procedure for settlement of grievances shall be as follows:

(A) STEP ONE

In the event that any employee covered by this Agreement has a grievance, within five (5) working days of the occurrence of the event being grieved, the employee shall discuss it informally with his PBA Grievance Committee.

(B) STEP TWO

In the event the Grievance Committee is convinced of the merit of the grievance presented to it, then the said Grievance Committee shall, within fifteen (15) working days after *VMC*

having heard the grievance of the individual member, present the grievance in writing to the Chief of Police. The Chief shall render a decision within five (5) working days after the grievance was first presented to him. In the absence of the Chief, the grievance shall be presented to the designee of the Chief in charge of the Department for determination.

(C) STEP THREE

If the Association wishes to appeal the decision of the Chief of Police (or the designee of the Chief in charge if the Chief is absent), it shall be presented in writing to the Police Commissioner, or his delegated representative, within five (5) working days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Police Commissioner or his authorized representative may give the Association his opportunity to be heard and will give his decision in writing within ten (10) working days of receipt of the written grievance.

(D) ARBITRATION

The following provision with respect to arbitration of grievances shall take effect as of January 1, 1981 and remain in effect until December 31, 1982, at which time it shall be subject to renegotiation by the parties. VML

- (1) If no satisfactory resolution of the grievance is reached at Step Three, then within five (5) working days the grievance shall be referred to the Public Employment Relations Commission for the selection of an arbitrator, pursuant to the rules of said Commission. The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.
- (2) The arbitrator shall have no authority to add to or subtract from the Agreement.
- (3) It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the Police Commissioner on the grievance.
- (4) The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limit specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the Grievance Procedure within the time limits prescribed, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the Grievance Procedure. *VMC*

XIX. ASSOCIATION REPRESENTATIVES

19.1 The Township recognizes the right of the PBA to designate one (1) representative and one (1) alternate for the enforcement of this Agreement. The PBA shall furnish the Township in writing the names of the representative and the alternate and notify the Township of any changes.

19.2 The authority of the representative and alternate so designated by the PBA shall be limited to, and shall not exceed, the following duties and activities:

- (a) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining Agreement.
- (b) The transmission of such messages and information which shall originate with, and are authorized by the PBA or its officers.

19.3 The designated PBA representative shall be granted time with pay during working hours to investigate and seek to settle grievances and to attend all meetings and conferences on contract negotiations with Township officials.

19.4 The employer agrees to grant the necessary time off without discrimination for the PBA delegate from the Rochelle Park Police Department to attend the state and county convention; state or county PBA meetings not to exceed one per month, and in addition, for the hours necessary to attend one meeting per month of the Local PBA chapter provided twenty-four (24) hours notice is given in writing to the Chief of Police. *VMC*

XX. AGENCY SHOP

20.1 Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a representation Fee to the Union by automatic payroll deduction. The representation Fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees, and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the Representation Fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

20.2 The Union agrees that it will indemnify and save harmless the City against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the City at the request of the Union under this Article. *VMC*

XXI. EFFECTIVE DATE AND DURATION

21.1 This contract shall become effective upon signing and execution thereof by the parties, with all provisions hereof retroactive to January 1, 1981, unless herein otherwise specifically provided.

21.2 This Agreement shall remain in full force and effect and may not be terminated without a writing signed by both parties, until midnight, December 31, 1982.

21.3 In the event that the parties do not enter into a new Agreement on or before midnight December 31, 1982, then this Agreement shall continue in full force and effect from month to month, subject to being terminated upon written notice by either party, at least thirty (30) days prior to any intended expiration date.

21.4 All notices shall be served with either party on the other party, stating such intention to terminate or amend this Agreement and shall be sent by certified mail, return receipt requested, in the case of the Township, to the Township Clerk at the Municipal Building, and in the case of the Employees to PBA Local, c/o Rochelle Park Police Department, Rochelle Park, New Jersey.

21.5 The parties agree that they will receive proposals for any proposed change in this Agreement pursuant to the P.E.R. C. Rules, and that they will meet and negotiate thereafter in an effort to arrive at a new collective bargaining agreement within the shortest time possible. *Vmc*

XXII. MISCELLANEOUS

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

~~22.2~~ In all references to any parties, persons or entities or corporations, the use of any particular gender or the plural or singular number shall be deemed to refer to and include the appropriate gender or number, as the text may require.

22.3 All the terms, covenants and conditions herein contained shall inure to the benefit of and shall be binding upon the respective parties hereto, their legal representatives, successors and assigns. *VNC*

IN WITNESS WHEREOF, the parties hereto, have set their hands and seals or caused this Agreement to be signed by their duly

authorized officers or representatives, on the day and year first above
set forth.

TOWNSHIP OR ROCHJELLE PARK

By: W E Luettrich Jr
Mayor

ATTEST:

Jane M Rasmussen
Borough Clerk

POLICEMEN'S BENEVOLENT ASSOCIATION
LOCAL 102, ROCHELLE PARK POLICE
DEPARTMENT

BY: Vincent Caragliano

ATTEST:

Robert B. Batters