

**AGREEMENT**

**Between the**

**BOROUGH OF ROSELAND**

**and**

**THE ROSELAND SUPERIOR OFFICERS LODGE 184,  
FRATERNAL ORDER OF POLICE**

January 1, 2017 through December 31, 2020

## TABLE OF CONTENTS

<u>ARTICLE NO.</u>	<u>DESCRIPTION</u>	<u>PAGE NO.</u>
	PREAMBLE	1
I.	NEGOTIATING UNIT	1
II.	NON-DISCRIMINATION PROVISION	3
III.	VISITATION	3
IV.	PROBATIONARY PERIOD	4
V.	SENIORITY RIGHTS	4
VI.	GRIEVANCE PROCEDURE - CONTRACTUAL	6
VII.	HOURS OF WORK AND OVERTIME	9
VIII.	WAGES (SCHEDULE A)	12
IX.	LONGEVITY PAYMENTS	14
X.	VACATIONS	15
XI.	LEAVES	16
XII.	PERSONAL TIME	19
XIII.	UNIFORMS AND EQUIPMENT	19
XIV.	INSURANCE, HEALTH AND DENTAL	20
XV.	COLLEGE INCENTIVES	21
XVI.	NO STRIKE PROVISION	23
XVII.	SEPARABILITY	24
XVIII.	MANAGEMENT RIGHTS	24
XIX.	PAYROLL SAVINGS PLAN	25
XX.	MISCELLANEOUS	25
XXI.	DURATION	27
	ADDENDUM B – SALARIES OF OFFICERS PROMOTED AFTER JANUARY 1, 2013	28

**PREAMBLE**

This Agreement made and entered into at Roseland, New Jersey, this \_\_\_\_\_ day of \_\_\_\_\_ 2017, by and between the **BOROUGH OF ROSELAND**, in the County of Essex (hereinafter referred to as the "Borough" or "Employer") and the **ROSELAND SUPERIOR OFFICERS LODGE 184, FRATERNAL ORDER OF POLICE**, a professional organization (hereinafter referred to as the "FOP").

**WITNESSETH:**

WHEREAS, the Borough and the FOP recognize and declare that providing quality Police protection for the Borough is their mutual aim; and

WHEREAS, the parties have reached certain understandings with respect to terms and conditions of employment, which they desire to confirm in this Agreement;

WHEREAS, in consideration of the following mutual covenants, it is hereby agreed as follows:

**ARTICLE I**

**NEGOTIATING UNIT**

**Section A**

The Employer recognizes the FOP as the exclusive bargaining agent for all officers presently employed or hereafter employed by the Employer in the following classifications, titles and/or positions:

Sergeant  
Detective Sergeant  
Lieutenant  
Detective Lieutenant  
Captain

Excluded from the negotiating unit shall be all officers below the rank of Sergeant in the Patrol Division and Detective Sergeant in the Detective Bureau. The Chief of Police shall also be excluded from the negotiating unit.

#### **Section B**

The term "Parties", when used in this Agreement, shall mean the Employer and the FOP in its capacity as the exclusive bargaining representative for the employees included in the negotiating unit.

#### **Section C**

Unless otherwise indicated herein, the term "Employee" or "Officer", when used hereafter in this Agreement, shall refer to all employees represented by the FOP in the negotiating unit, as defined above, and references to the masculine gender shall include the feminine gender.

#### **Section D – NEW TITLES**

1. If, and when, new titles are created that appear to be within the scope of the unit, or existing unit titles are changed, the Employer may consult with the FOP in determining whether the new or amended titles should be included in the negotiating unit defined above. If the parties cannot agree on the unit status of a title, the matter may be processed in accordance with the New Jersey Employer-Employee Relations Act and the rules and procedures of the Public Employees Relations Commission (hereinafter referred to as "PERC"). Pending the disposition of any such challenge, the Employer may create the position and fill the vacancy subject to the determination of PERC. This paragraph shall not be construed to be a waiver of any rights that the parties might otherwise have by law.

2. Any employee filling a new title or an office presently in the negotiating unit shall remain in the unit, with the new title until the parties agree or PERC renders a ruling on such disputed title.

## ARTICLE II

### NON-DISCRIMINATION

Neither the Borough, nor the FOP, shall discriminate against any employee in connection with hire, promotion or maintenance of employment on account of race, color, creed, gender, national origin, religion, ancestry, age, marital status, disability or sexual orientation.

## ARTICLE III

### VISITATION FOR PURPOSES OF INSPECTION OF PERSONNEL FILE

The Offer whose file is to be reviewed, along with an FOP bargaining representative and/or attorney for the FOP, with prior written authorization of this Officer, may enter the Police Department, during the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, for the purpose of reviewing personnel files. In all such cases relating to the review of said files, an appointment will be scheduled with the Chief of Police or his designee, in advance, as to not conflict with scheduled daily responsibilities. The appointment shall not be unreasonably delayed. The FOP recognizes that the Chief of Police or his designee are the custodians of personnel files and, as such, will at the most opportune allow the Officer to view his/her personnel file with the stipulation that nothing contained in the file is to be removed. In the event that items contained in an Officer's personnel file are to be copied, a request will be made in writing. Copies will be made only after a proper request from the Officer and authorization and approval by the Chief of Police. Copies will then be made by the Chief of Police or his designee. Copies will be provided only to the Officer, unless the Officer gives written authorization to the Chief, or his designee, that copies are to be provided to the FOP bargaining representative and/or FOP attorney. The Chief of Police, in his discretion, may forward a request for copies to the Borough Attorney, said request to be processed and responded to by the Borough Attorney. In the event that copies are denied, proper grievance procedures will be followed, and said copies may be released under the advice, in agreement with, or at the discretion of counsel, or the grievance will proceed to arbitration. A Departmental Standard Operating Procedure ("S.O.P.") entitled "STANDARD OPERATING PROCEDURE –

PERSONNEL FILES” will provide an outline of procedures to be followed for the purpose of viewing the Personnel Files.

**ARTICLE IV**  
**PROBATIONARY PERIOD**

All Superior Officers shall work on a probationary basis for the first year of their employment in such new rank. The term “Superior Officer”, for the purposes of this section mean Sergeant, Detective Sergeant, Lieutenant and Captain. The purpose for this probationary period is to afford the Employer an opportunity to evaluate the Officer’s work performance and general competency and overall stability for the rank to which he has been promoted. Prior to, or at the conclusion of this period, the Employer can demote the Superior Officer to his prior rank for failure to satisfactorily complete this probationary period.

The Officer may challenge this demotion through the procedures provided by N.J.S.A. 40A:14-147 through 40A:14-151.

**ARTICLE V**  
**SENIORITY RIGHTS**

**Section A – Purpose**

1. “Seniority” shall mean an Officer’s length of continuous service to the Employer. “Seniority in rank” shall mean an Officer’s length of service in a particular rank. Officers in a higher rank shall have seniority over Officers in a lower rank even when these lower ranking Officers have a longer length of continuous service to the Employer (i.e., they have an earlier date of hire than the Officers in a higher rank).

2. Employees hereunder shall be governed by seniority for the purposes if transfer, lay-off and recall, scheduling of vacations, as set forth in current departmental written SOPs, written directives and written regulations. Such written SOPs, Rules and Regulations are determined by the Department.

**Section B – Lay-Off**

1. In the event of a lay-off, seniority shall be as follows:
  - A. First: by rank; and
  - B. Second: by Department.

2. When a lay-off occurs, the least senior Officer in the rank affected shall be laid off first. In the event such Officer is more senior than one or more officers in a lower rank he shall be permitted to bump the least senior Officer in the lower rank. Such bumping will continue until the least senior Officer(s) in the rank of Patrolman are laid off.

Upon bumping into a lower rank, the Officer who bumped from the higher rank shall assume "seniority" in the lower rank as defined in Section A(1).

3. So long as one (1) or more Officers are on lay-off status, the Employer shall not:
- (a.) Hire any other employees on either temporary or permanent basis; or
  - (b.) Direct any other employees to perform bargaining unit work, except in the case of emergency other than an emergency created by the Employer laying off Officers. For the purposes of this section, "Emergency" shall mean a sudden, urgent, unforeseen occurrence or occasion requiring immediate action, such as a fire or serious car accident, or a natural disaster or civil unrest (caused by incidents such as riot, attack or threat of attack).

#### **Section C – Recall**

- 1. Officers on lay-off status shall be recalled in the inverse order of lay-off.
- 2. In the event of recall, the Employer shall serve written notice, by registered mail, return receipt requested, upon the FOP and the Officer affected, directing such Officer to report back to work within five (5) working days after receipt.

#### **Section D**

Seniority rights shall be broken only under the following circumstances:

- 1. Voluntary termination.
- 2. Termination for justifiable cause.
- 3. Failure to report back to work within five (5) working days after receipt of notification of recall.

## ARTICLE VI

### GRIEVANCE PROCEDURE: CONTRACTUAL

#### **Section A – Purpose**

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems, which may arise affecting the terms and conditions of employment mutually negotiated and contained in this Agreement, and to resolve grievances as soon as possible so as to assure efficiency and promote Superior Officer morale.

2. Nothing contained herein will be construed as limiting the rights of any Superior Officer having a grievance to discuss the matter informally with the Chief of Police, and having the grievance adjusted, provided the settlement does not violate this Agreement.

#### **Section B – Definition**

The term grievance, as used herein, is limited to any controversy arising over the interpretation or adherence to the terms and conditions of employment specifically and expressly established by the provisions of this Agreement and may be raised by any Superior Officer of the FOP.

#### **Section C – Steps of the Grievance Procedure**

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and will be followed in its entirety unless any step is waived by mutual consent.

##### 1. Step One

In the event that the grievance has not been resolved informally, a grievant will institute action under the provisions hereof by submitting a written grievance to the Chief of Police. Such grievance shall be submitted within fifteen (15) days after the grievant became aware of, or should have become aware, through diligent inquiry, but in no event more than thirty (30) days after the occurrence of the event being grieved. Failure to act within the period set forth above will be deemed to constitute an abandonment of the grievance. The Chief of Police, or he Chief's designee, will submit a written answer within ten (10) days from receipt of the grievance.



2. Step Two

In the event that the grievance has not been resolved through the Step One grievance procedure, then within ten (10) days from receipt of the determination by the Chief, or his designee, the matter shall be submitted by the grievant to the Police Committee. The Chief and the Police Committee shall meet with the grievant and the designated FOP representative for the purpose of discussing the grievance within ten (10) days of submission of the matter to the Police Committee.

- a. All forms submitted in the grievance process, as well as the determination at the various levels of the process shall be pertinent records and copies shall be furnished to the Police Committee.
- b. Witnesses may be heard when applicable
- c. The Police Committee shall submit a written decision on the grievant and the FOP within seven (7) calendar days after the conclusion of the discussions of the grievance.

3. Step Three

If the FOP is not satisfied with the disposition of the grievance at Step Two, the FOP shall file a notice, within fifteen (15) calendar days of receipt of the decision of the Police Committee requesting submission to arbitration. An Arbitrator shall be selected by the parties from a panel of proposed Arbitrators, pursuant to the normal procedures adopted by PERC.

The decision of the Arbitrator must be rendered within thirty (30) days after the completion of submission of the controversy or dispute. Such decision shall be binding subject to the right of either party to have the Arbitrator's decision vacated or enforced, as provided by N.J.S.A. 2A:24-1, et seq.

The cost of the Arbitrator shall be borne equally by the parties.

The Arbitrator's decision shall be in writing and shall set forth his Findings of Fact, reasoning, and conclusions on the issue(s) submitted. The Arbitrator shall be without the power or authority to make any decisions, which require the commission of an act prohibited by law, or which involves a managerial prerogative, or which is violative of, or adds to, the terms of this Agreement, or which is not based on and limited to the expressed provisions of this Agreement. The Arbitrator shall be bound by the contractual provisions presented to him involving the

grievance, his decision shall be limited to the issue presented to him and he shall render a decision in accordance with the weight of the evidence.

The decision of the Arbitrator shall be submitted to the Borough and the FOP and shall be final and binding upon both parties.

No reprisal of any kind shall be taken against any grievant in this procedure by reason of participation in such process.

Grievance records shall not be part of the personnel file utilized in the retention/promotion process unless such grievance pertains directly to such process, or the grievance involved an issue that is relevant to the questions of retention and/or promotion.

A grievance may be withdrawn by the grievant at any level without prejudice.

Any disciplinary actions taken by the Borough against any officers cannot be appealed through this grievance/arbitration procedure. Such appeals of disciplinary actions must be taken through the procedures established by N.J.S.A. 40A:14-147 through N.J.S.A. 40A:14-151. The Borough agrees that in investigating officers for possible disciplinary or criminal violations, the Borough will comply with all the requirements established by N.J.S.A. 40A:14-147 through N.J.S.A. 40A:14-155, notwithstanding any other departmental Rules and Regulations, or other Borough procedures to the contrary.

Nothing in this Article shall be interpreted as prohibiting the Borough from initiating a grievance, as that term is defined, and pursuing it to binding arbitration, as provided by Step Four herein.

## ARTICLE VII

### HOURS OF WORK AND OVERTIME

#### **Section A – Work Day and Hours**

1. Chief of Police and the FOP have jointly developed a Pitman twelve (12) hour schedule for Superior Officers of the Patrol Force, which is based upon a twenty-eight (28) day work period in accordance with the provisions of the Fair Labor Standards Act (hereinafter “FLSA”), specifically, Section 207(k) consisting of three (3) days on followed by two (2) days off, then two (2) days on three (3) days off, then two (2) days on followed by two (2) days off. Said schedule also consists of rotating shifts where an Officer rotates his shift after the twenty-eight (28) day cycle.

2. The Chief of Police shall determine the manning levels (that is, the exact number of Superior Officers of the Patrol Force) for each of the two (2) shifts and squads that are necessary for the Pitman twelve (12) hour schedule. In addition, the Chief of Police has the managerial right to alter said manning levels, from time to time, as he deems appropriate and necessary to ensure the efficient operation of the Department and/or where said adjustment shall be in the best interest of the Department.

3. At the discretion of the Chief, the Captains, Lieutenants, Detective Lieutenants, Detective Sergeants and Detectives may remain on the five (5) and two (2) eight (8) hour schedules.

4. Employees covered by this contract shall work a twelve (12) hour tour of duty. Shifts are defined as 7:00 a.m. to 7:00 p.m. for the day shift, and 7:00 p.m. to 7:00 a.m. for the night shift. Officers on patrol will rotate between day and night shifts every twenty-eight (28) days. Each Officer will accumulate a total of twelve (12) pick days during one (1) year at a rate of one (1) per month. Six (6) pick days will be taken during each six (6) month period during the calendar year. Pick days for the period from January 1 – June 30<sup>th</sup> will be requested prior to February 1 and pick days for July 1 through December 21<sup>st</sup> will be requested prior to August 1. The pick day will be chosen according to availability by seniority within the squad.

5. The Police Chief, in his sole discretion, may revert to the eight (8) hour work schedule, as set forth in the immediately preceding collective negotiations agreement, where he deems such change necessary to ensure public safety and the effective management of the Department. Except in the case of emergency, the Chief shall provide the FOP with thirty (30) days advanced notice of a change in the work schedule.

6. All Officers working the five (5) and two (2) (5-2) work schedule shall be entitled to one (1) additional day off each month of the year, at such time as the Officer may desire, subject to the approval of the Chief of Police.

7. Because payment for meal periods is included in the standard workday, the Borough is not liable for any additional compensatory time. One thirty (30) minute meal break and one ten (10) minute break period shall be permitted during each six (6) hour segment during the tour of duty. The meal and/or break period shall be noncontiguous, subject to call, and are included in the workday. Meal and/or break periods will be authorized by the Shift Commander or Supervisor.

8. If the department reverts back to an eight (8) hour schedule, in that event, all of the revised provisions, as a result of work schedule change shall revert into those terms and conditions, which were contained in the immediately preceding collective negotiations agreement absent these revisions.

### **Section B – Overtime**

1. In the event that an officer included in the negotiating unit is directed or reasonably required by circumstances to continue working after the completion of his regularly scheduled tour of duty, any such work shall be compensated for at the rate of time and one half (1½) his regular rate of pay.

2. (a) Any Superior Officer included in the negotiating unit who is required to or receives a request to return to work after completion of his regularly scheduled shift, and before the beginning of his next regularly scheduled shift, shall be compensated for such call-in overtime work at the rate of time and one half (1½) his regular hourly rate of pay for all time worked, but not less than the minimum guarantee of two (2) hours of straight time pay, whichever is greater. "Work", for purposes of this subparagraph, shall mean regular Police duty work and training.

(b.) Any Superior Officer who is subpoenaed to appear before any Grand Jury, civil court (outside of the Municipality), juvenile court or other court of hearing at a time other than his regularly scheduled shift, shall be compensated at double (2 times) his regular hourly rate for all time worked, but not less than the minimum guarantee of two (2) hours of straight time pay, whichever is greater.

(c.) Any Superior Officer who is required to appear at a municipal court, at a time other than his regularly scheduled work shift, shall be compensated at the rate of time and one-half (1 ½) his regular hourly rate for all time worked, but not less than the minimum guarantee of two (2) hours straight time pay, whichever is greater.

(d.) Whenever a Superior Officer's regularly scheduled shift is changed within fourteen (14) days (or 336 hours) of the time that he was scheduled to work, he shall be paid at the rate of time and one-half (1 ½) for the regular tour that he next works, provided that the shift change was due to departmental work requirements.

(e.) In the twelve (12) hour work schedule, overtime compensation shall be earned when a Police Officer works in excess of twelve (12) hours in any one day or more than 168 hours in the twenty-eight (28) day work period.

#### **Section D – Training**

At the discretion of the Chief of Police, an officer working the Pitman twelve (12) schedule may be temporarily placed on a five (5) to two (2) [8-hour] forty (40) hour work week schedule for training purposes when said training exceeds a four (4) day period. This shall include any Probationary Officers during the first twelve (12) months of employment.

Effective January 1, 2007, all officers will be required to attend no more than forty (40) hours of training time per year with no additional compensation. Training time will be utilized for training purposes only. Personnel working the five (5) and two (2) schedule are excluded from this provision. Any unused training time at the end of each year does not accumulate.

#### **Section E**

The provisions of Section B and C of this Article shall not apply to officers who voluntarily switch, or who voluntarily remain on shift, to cover for a Superior Officer reporting to work late.

**ARTICLE VIII**

**WAGES**

**Section A**

1. During 2017, 2018, 2019 and 2020, Superior Officers covered by this Agreement shall be paid according to the wage schedule attached hereto as Schedule A.

2. The parties agree to commence negotiations for the 2020 contract at least ninety (90) days before the expiration of this Agreement.

**Section B**

Nothing contained herein shall prevent the Employer from giving merit increases, bonuses or other similar payments across the board that it shall desire.

SCHEDULE A-Salaries

Section 1 Salaries

2017 January 1 – 2.5% Increase to top step

2018 January 1 – Roll in clothing allowance of \$1,200.00 1.99% Increase after roll in

2019 January 1 - 1.99% Increase

2020 January 1 - 1.99% Increase

Sergeants	2017	2018	2019	2020
Allison	120,634	124,258	126,731	129,253
Fernandez	120,634	124,258	126,731	129,253
Ribaldo	120,634	124,258	126,731	129,253
West	120,634	124,258	126,731	129,253

Lieutenant	2017	2018	2019	2020
Maglio	134,207	138,102	140,850	143,653

A new 4-year Salary Guide (attached hereto as Addendum B) will be implemented for Officers promoted to any rank after January 1, 2013.

Detectives Bureau assignments shall be commenced and/or terminated in the Chief's sole discretion. Detectives pay shall commence only after ninety (90) consecutive calendar days have been completed in such agreement, during any period in which the employee serves in that assignment immediately after the completion of the ninetieth (90<sup>th</sup>) day. Anytime that an assignment is interrupted or changed, the foregoing ninety (90) day time frame before Detective's pay is made, shall begin again. Detective stipend shall be Three Thousand Fifty and xx/100 (\$3,050.00) Dollars per year for each officer assigned as above.

## **Section 2 – EMT Stipend**

Effective January 1, 2017 any superior officer newly promoted or hired into the bargaining unit must have their EMT Certification and will be required to maintain the certification. Current Supervisors who elect obtain their EMT Certification will be required to maintain the certification. The EMT stipend shall be included in the salary for all Superior Officers who have their certification as follows

2017 \$1,750.00 per year

2018 \$2,000.00 per year

2019 \$2,000.00 per year

2020 \$2,000.00 per year

The Borough will pay for the costs of training for the initial EMT Certification, as well as the costs associated with the training hours necessary to obtain the recertification.

Employees have the option of completing the EMT training on their own time with no compensation from the Borough other than paying the costs for said training provided that approval is received from the Chief of Police prior to commencing the training.

**ARTICLE IX**

**LONGEVITY PAYMENTS**

**Section 1**

As part of regular wages, all Officers employed prior to January 1, 1996 shall receive additional longevity pay as follows:

<b>SERVICE</b>	<b>LONGEVITY PAYMENT</b>
More than five (5) years	2% of base salary
More than ten (10) years	4% of base salary
More than fifteen (15) years	6% of base salary
More than twenty (20) years	8% of base salary
More than twenty-five (25) years	10% of base salary

**Section 2**

All employees hired on or after January 1, 1996 shall not receive additional longevity pay.



**ARTICLE X**

**VACATIONS**

**Section A – Accrual**

1. Superior Officers who were initially hired by the Borough on or before January 1, 2013 shall receive vacation leave as follows:

<b>SERVICE</b>	<b>WORK HOURS VACATION</b>
Less than one (1) year, but more than six (6) months	40 hours
One (1) to three (3) years	80 hours
Four (4) to Six (6) years	96 hours
Seven (7) to ten (10) years	136 hours
Eleven (11) to fifteen (15) years	160 hours
Sixteen (16) or more years	200 hours

2. Superior Officers shall be entitled to two (2) additional days of vacation, except that the total number of vacation days shall not exceed twenty-five (25) days.

Current Superior Officers may continue to receive up to Two Hundred (200) hours. Officers who were hired by the Borough before January 1, 2013, and who are promoted into the bargaining unit after January 1, 2013, will have their vacation time capped at One Hundred Sixty-Eight (168) hours per year, if as a Patrolman, they had accrued less than One Hundred Sixty-Eight (168) hours. Those Patrol Officers who had already accrued more than One Hundred Sixty-Eight (168), at the time of promotion, may keep their accrued number of hours after their promotion.

3. Superior Officers who were initially hired by the Borough on or after January 1, 2013 shall receive vacation leave as follows:

SERVICE	WORK HOURS VACATION
Six (6) months to One (1) year	42 hours
One (1) to five (5) years	84 hours
Six (6) years to ten (10) years	108 hours
Eleven (11) years to twenty (20) years	132 hours
Twenty-One (21) plus years	168 hours

**Section B**

Vacation pay shall be paid immediately preceding the commencement of a Superior Officer's vacation. Leaves in excess of two (2) weeks at any time shall require prior approval of the Chief of Police.

**Section C**

Vacation time must be taken during the year that it was earned, except that a maximum of five (5) days may be carried over to the next year. All Vacation days in excess of five (5) days that have not been used by December 31<sup>st</sup> of each year shall be paid to the Superior Officer in the first pay check of July in the year it was earned and /or the first paycheck of January of the succeeding year at a rate of pay it was earned

**ARTICLE XI**

**LEAVES**

**Section A – Sick Leave**

1. Non-Occupational Illness or Injury

Superior Officers shall be granted Ninety-Six (96) working hours sick leave with pay each year. A physician's certification may be required at the Police Chief's discretion. In addition, such Superior Officers as of January 1, 2007 shall on a one time basis only, be granted Seven Hundred Twenty (720) working hours sick leave so that during the year 2007 such

Superior Officers will have working hours of sick leave totaling Eight Hundred Forty-Eight (848) working hours.

2. Such unused sick leave days shall be accumulated from year to year with no maximum accumulation and upon retirement with twenty-five (25) years or more of service in the New Jersey Pension System, and with at least ten (10) years of service with the Borough, a Superior Officer hired before January 1, 2007 may use a maximum of sixty (60) days accrued sick leave as retirement leave to be paid at the daily rate of pay the Superior Officer is then earning. An Officer hired on or after January 1, 2007, and subsequently promoted to a Superior Officer rank may use a maximum of thirty (30) days accrued sick leave as retirement leave.

Effective December 30, 2016 this section will be revised to eliminate sixty (60) or thirty (30) days retirement leave and instead allow for the retiring officer, after twenty-five (25) years in the pension system and at least ten (10) years with the Borough, to cash out unused and accrued sick leave at their per diem rate up to a cap of Twenty-Five Thousand and xx/100 (\$25,000.00) Dollars, or as mandated by statute. One-half of the payment will be made in year of retirement and one-half of the payment will be paid in January of the following year.

In the event a statutory cap is imposed on sick leave buyout, that will directly restrict the sick leave payout to a Superior Officer, to below the negotiated level of Twenty-Five Thousand and xx/100 (\$25,000.00) Dollars, both parties agree that, upon request of the other party, the collective negotiations agreement will be reopened solely to negotiate over this specific provision and no other provisions in the Agreement. Any request to reopen the Agreement based on a change in the law shall be made within sixty (60) days of the effective date of the law.

### 3. Work Related Injury Or Illness

Notwithstanding the provisions in Section A – 1 above, employees covered hereunder who are on leave due to work related injury or illness shall continue to receive full pay from the Borough for a period of up to Seven Hundred Twenty (720) working hours per year, and during that period such employees shall endorse over to the Borough any temporary disabilities payments received on account of the work related injury or illness in accordance with present practice.

## **Section B – Bereavement Leave**

In the event of the death of a Superior Officer's spouse or child, the Officer shall be entitled to five (5) working days off for bereavement, which may be extended beyond five (5) working days at the discretion of the Chief of Police.

In the event of death in a Superior Officer's immediate family, other than a spouse or child, the Superior Officer shall be entitled to three (3) working days off for bereavement. Immediate family, other than spouse or child, shall mean father, mother, father-in-law, mother-in-law, sister, brother, grandparent(s), step-parent(s), step-child(ren) or any other dependent relative living in the household with the Superior Officers.

In the event of the death of a Superior Officer's brother-in-law, sister-in-law, aunt or uncle, the Superior Officer shall be entitled to one (1) working day off for bereavement.

## **Section C – Military Leave**

1. Any Superior Officer who is a member of a reserve force of the United States or this State and who is ordered by appropriate authorities to attend a training program or perform other duties under the supervision of the United States, or this State, shall be granted a leave of absence in accordance with State and Federal statutes and regulations.

2. The Superior Officer shall provide the Police Chief with a copy of his orders and drill schedule as far in advance as possible.

## **Section D – Community Affairs**

In the event a Superior Officer is involved in departmentally recognized community affairs, the Superior Officer shall be given consideration in the scheduling of his shifts, so as not to conflict with his participation in such affairs.

## **Section E – FOP and Police Related Activities**

1. The Employer shall permit members of the FOP negotiating committee to attend collective bargaining meetings during the duty hours of the members. However, only two (2) members of such committee shall be permitted to attend such meetings without loss of pay or compensatory time.

2. The Employer agrees to grant the necessary time off without loss of pay to the FOP Local President, and one (1) elected delegate to attend the one meeting every two (2) months of the Fraternal Order of Police.

3. The Employer shall arrange, whenever reasonably possible, a Superior Officer's shift so that he may attend FOP or Police related functions, without any loss in pay or benefits.

Provisions 1, 2 and 3 of Section F of this Article are subject to the reasonable scheduling demands of the Chief of Police, who will be notified in advance by the Superior Officers, of their desire to be released from duty. In the event a Superior Officer is called in to replace one who is released for FOP business, such Superior Officer shall receive straight time pay and the overtime pay provision of Article VII shall not apply.

## **ARTICLE XII**

### **PERSONAL TIME**

The Employer agrees to grant each Superior Officer twenty-four (24) hours personal time off per year.

Personal time off may not be taken in increments of less than eight (8) hours, except with the consent of the Chief of Police, or his designee. Personal time off may not be carried over from year-to-year, and no payment is made for any unused personal time at year-end.

## **ARTICLE XIII**

### **UNIFORMS AND EQUIPMENT**

#### **Section A**

The annual uniform allowance shall be One Thousand Two Hundred and xx/100 (\$1,200.00) Dollars in 2017 and shall be paid with the first bill list following receipt of Voucher.

Receipts for uniform items must detail the item and the price and must also have the name of the store where purchase is made. Any portion of uniform allowance not supported by receipt is considered ordinary income.

## **Section B**

In the event a Superior Officer's uniform and/or equipment is damaged or destroyed in the line of duty, such uniform and/or equipment shall be replaced by the Borough at no cost to the Officer.

Any Superior Officers who retire during the year will be entitled to a pro rata portion of the uniform allowance based on the number of months actually worked.

Effective January 1, 2018 this entire section will be deleted.

## **ARTICLE XIV**

### **INSURANCE, HEALTH AND DENTAL PLANS**

#### **Section A**

The Employer shall provide to all active Superior Officers and their dependents the following insurance protection at no additional cost to the Superior Officers:

1. New Jersey State Health Benefits Plan ("SHBP").
2. False arrest insurance.
3. Group Life Insurance Policy in the amount of Fifteen Thousand and xx/100 (\$15,000.00) Dollars, covering accidental death and dismemberment.
4. Dental – Delta Dental Plan. The Delta Dental Plan currently in effect.

Employees and retirees entitled to health benefits shall contribute to the cost of health insurance plans in accordance with the requirements of Chapter 78, P.L. 2011.

#### **Section B**

1. In accordance with Chapter 48, P.L. 1999, Superior Officers will receive retiree health benefits for themselves and their dependents when they (1) retire with twenty-five (25) years of service credit in the Police and Firemen's Retirement System, and with at least ten (10) years employment in the Borough; or (2) retire on a disability retirement from the Police and Firemen's Retirement System. Retirees will receive benefits pursuant to the same insurance plan in place for current employees.

2. Retiring employees have the option to remain in the group dental plan at their own expense subject to the requirements, procedures and limitations in effect under the Consolidated Omnibus Budget Reconciliation Act (“COBRA”) statute and regulations at the time of their retirement. At least sixty (60) days prior to the date of retirement, the Borough shall provide the retiring officer with all the relevant information from Delta Dental regarding the various aspects of this benefit program.

**Section C**

The Employer agrees to replace one pair of glasses per year per Officer if damaged or destroyed in the line of duty.

**Section D**

Anything to the contrary notwithstanding, the employer may implement the change in insurance, health or dental plans, as set forth in Sections A, B, C or any part thereof. The foregoing change may be due to a different health insurance provider or the like provided, however, the benefits provided in the new plan shall be substantially equivalent to or better than the current level of benefits provided immediately prior to the change. Before implementing the change the Employer shall give a minimum of forty-five (45) days’ notice to the FOP during which timeframe discussions with regard to the change shall take place.

**ARTICLE XV**

**COLLEGE INCENTIVES**

**Section A – College Credits Bonus**

Each Superior Officer who is attending an accredited college or university for purposes of securing a Criminal Justice/Law Enforcement, Police Science Degree or its recognized equivalent or a Bachelor’s Degree in any discipline, shall receive, in addition to his regular annual wages, a one-time bonus of Ten and xx/100 (\$10.00) Dollars per credit payment upon successful completion with a passing grade.

**Section B – College Cost Reimbursement**

Each Superior Officer who is attending an accredited college or university for purposes of securing a Criminal Justice/Law Enforcement, Police Science Degree or its recognized

equivalent or a Bachelor's Degree in any discipline, shall receive, upon presentation of paid receipts for books and tuition, reimbursement of his paid expenses up to a maximum of One Hundred and xx/100 (\$100.00) Dollars.

### **Section C – College Degree Yearly Stipend**

Any Superior Officer who has attained the following degrees shall receive the following annual stipend as compensation in addition to his regular wages:

- |    |   |                   |
|----|---|-------------------|
| 1. | Associates of Arts Degree (“A.A.”)<br>(Criminal Justice and/or Police<br>Sciences or functional Equivalent) | \$600.00 per year |
| 2. | Bachelor's Degree<br>(Criminal Justice and/or Police<br>Sciences or Functional Equivalent)                  | \$950.00 per year |

An Associate of Arts or a Bachelor of Arts Degree in Criminal Justice and/or Police Sciences or its functional equivalent is required to obtain the college degree yearly stipends as provided above. The term “functional equivalent” is defined as having successfully completed at least twenty-four (24) college credits in an AA Degree program and forty-eight (48) college credits in a Bachelor of Arts Degree program in the following areas:

1. Sociology;
2. Social Psychology;
3. Psychology;
4. Crime and its causation;
5. Societal responses to crime;
6. Criminal Justice career concerns;
7. Criminal Justice systems;
8. Criminology;
9. Law and legal process;
10. Anthropology and Sociology of law;
11. Police and policing tactics, strategy and administration;
12. Principals, structure organization, administration and operation of Criminal Court systems; and
13. Correctional systems including incarceration, Corrections, Probation and Parole.

At least thirty-six (36) college credits must be successfully completed in subject areas 4 through 13 for a Bachelor of Arts Degree to be considered a “functional equivalent” and eighteen (18) credits for an Associate of Arts Degree, to be considered a “functional equivalent”.



Superior Officers seeking this stipend must submit official transcripts from the schools they attended and the school catalogs describing the courses taken.

If any dispute arises over whether a Superior Officer is entitled to the college stipend, the issue will be submitted to the Dean of the Criminal Justice Program at Seton Hall University or his designee for resolution. The Dean, or his designee, will be provided with the above contractual definition of the term "functional equivalent", the Superior Officer's college transcripts, and the school catalogs, which include the description of the courses taken.

The Dean, or his designee, shall advise the Borough whether in his opinion the courses successfully completed by the Superior Officer meet the contractual definition of "functional equivalent."

The decision of the Dean, or his designee, shall be final and binding on both parties. This decision shall not be further subject to the contractual grievance/arbitration procedure; the parties having specifically agreed to use the procedure set forth herein, in lieu of the grievance/arbitration procedure to resolve this issue. Any costs or fees for the determination of this issue by the Dean, or his designee, shall be borne equally by the parties.

#### **Section D**

All Superior Officers currently employed by the Borough and all subsequently hires Superior Officers must comply with the specific degree requirements specified in Section C, in order to receive either the Associate of Arts or Bachelor of Arts Degree yearly stipend.

### **ARTICLE XVI**

#### **NO STRIKE PROVISION**

The FOP, its members and all those covered by this Agreement, agree that during the term of this Agreement there shall be no strike, work stoppages, slowdowns, interruptions, job actions or interferences with the activities of the Police Department or any nature, pursuant to N.J.S.A.34:13A-2.

## **ARTICLE XVII**

### **SEPARABILITY**

In the event that any term, condition or provision of this Agreement in whole, or in part, is declared by any court of competent jurisdiction, statute, rule or regulation of any agency having jurisdiction to be illegal, void and/or invalid, all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect to the same extent as if that part declared illegal, void and/or invalid had never been incorporated in this Agreement, and in such form that the remainder of this Agreement shall continue to be binding upon the parties hereto, unless such provision shall be so substantial in nature so as to render this Agreement unworkable.

## **ARTICLE XVIII**

### **MANAGEMENT RIGHTS**

The FOP recognizes that there are certain functions, responsibilities and management rights exclusively reserved to the Employer. All of the rights, power and authority possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer, subject only to such limitations as are specifically provided in this Agreement.

**ARTICLE XIX**

**PAYROLL SAVINGS PLAN**

The Borough agrees to establish or maintain: (1) a 457 Deferred Compensation Plan; (2) a 529 College Savings Plan; and (3) AFLAC, provided that no contribution or cost shall be incurred by the Borough.

**ARTICLE XX**

**MISCELLANEOUS**

**Section A**

Whenever a Superior Officer uses his private automobile for Departmental business, he shall be reimbursed by the Employer at the maximum rate allowed by the Internal Revenue Service ("IRS").

**Section B**

In the event a Superior Officer desires to take a leave of absence without pay for up to six (6) months for any reason, he shall submit a written request to the Mayor and Council, which indicates the following:

1. Reason(s) for the requested leave;
2. The proposed date that the leave shall begin; and
3. The proposed date that the leave shall terminate.

The Mayor and Council shall state, in writing, whether this leave is granted or denied and, if denied, the reason for denial. The decision of the Mayor and Council shall be final and binding.

**Section C**

The Borough agrees to deduct FOP dues from each Officer's payroll check who is a member of the Roseland Superior Officers' Lodge No. 184, Fraternal Order of Police, provided that the Officer signs and submits a dues deduction authorization card to the Chief of Police. The method of deduction and method of payment to the FOP will be mutually agreed upon by both parties prior to the start of said payroll deductions. The FOP agrees that it will indemnify,

defend and hold the Borough harmless against any actions, claims, suits or other forms of liability, including reasonable attorney fees resulting from any action taken by the Borough at the request of the FOP under this section of the Agreement.

#### **Section D**

Upon thirty (30) days' notice, in writing, from the FOP to the Borough, the FOP may amend this contract to add a representation fee clause whereby employees covered by this Agreement, who do not become a member of the FOP will be required to pay a representation fee not to exceed eighty-five (85%) percent of the regular FOP dues, fees and assessments as certified to the Borough of the FOP. If implemented the representation fee will be deducted from the Officer's payroll check in a similar manner as dues are deducted from Officers' payroll checks who are members of the FOP. The FOP agrees that it will indemnify, defend and hold the Borough harmless against any actions, claims, suits or other forms of liability, including reasonable attorney fees resulting from any action taken by the Borough at the request of the FOP under this section of the contract.

#### **Section F [sic] – Uniformed Side Jobs**

1. Effective January 1, 2005, the parties agree that all side jobs will be run from a rotating box.
2. The original order for distribution of side jobs will be based upon seniority, with the box then changing as jobs are filled or refused.
3. Officers will be called based upon information they provide on cards, including home telephone, cellular phones, pagers, etc.
4. If an Officer takes a job, or refuses a job, for any reason other than working, being on Department approved sick time, being assigned to a special detail, or subject to being on call, such Officer shall then be moved to the back of the box.
5. The Borough agrees to permit a Superior Officer, or his designee, to be responsible for the handling of the box, subject to the right of the Borough, in its discretion to assume the responsibility for the administration of the distribution of these side jobs.

**ARTICLE XXI**

**DURATION**

**Section A**

This Agreement shall be effective January 1, 2017, and shall continue in full force and effect through December 31, 2020.

**Section B**

Except as provided by Article VIII, Section A (2), negotiations for a successor Agreement shall commence not later than the time provided by the then applicable rules of PERC.

**Section C**

This Agreement shall continue in effect during negotiations even though such negotiations extend beyond the expiration date, or such reasonable length of time, thereafter as may be required for the negotiations of a new Agreement.

WHEREAS, the parties have executed this Agreement this 20<sup>th</sup> day of

JUNE 2017.

ATTEST:

Maureen Chumacas  
Maureen Chumacas,  
Borough Administrator

BOROUGH OF ROSELAND  
John Duthie  
John Duthie, Mayor

ATTEST:

\_\_\_\_\_

ROSELAND SUPERIOR OFFICERS,  
LODGE NO. 184, FOP

[Signature]  
, President

SCHEDULE B-Salaries for Officers Promoted After January 1, 2013

<b>Sergeants</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>
Probation	107,514	110,877	113,084	115,334
Year 2	111,819	115,268	117,562	119,901
Year 3	116,124	119,659	122,040	124,469
Year 4 (top step)	120,327	123,945	126,412	128,927
<b>Lieutenants</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>
Probation	121,576	125,219	127,711	130,253
Year 2	125,984	129,715	132,296	134,929
Year 3	130,289	134,106	136,774	139,496
Year 4 (top step)	133,876	137,764	140,506	143,302
<b>Captain</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>
Probation	133,876	137,764	140,506	143,302
Year 2	135,776	139,702	142,482	145,317
Year 3	139,978	143,987	146,853	149,775
Year 4 (top step)	145,206	149,319	152,291	155,322

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