

Contract no. 1532



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, 1992 THROUGH DECEMBER 31, 1994

**LOCCKE & CORREIA P.A.
24 SALEM STREET
HACKENSACK, NJ 07601
(201) 488-0880**

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PREAMBLE

THIS AGREEMENT, made this 8TH day of September, 1992, 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"), excluding superior officers and the Chief of Police.

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; and

WHEREAS, the parties have, by good faith, collectively bargained and reached an agreement with respect o 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. The prior contract between the parties which had a term of January 1, 1989 through December 31, 1991 shall continue in full force and effect except as modified by this agreement.

2. The wage provisions of the prior agreement (set forth at Article XI of the prior contract and Appendix A, page 49, of the prior contract) shall be modified pursuant to **Schedule A** annexed to this agreement.

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I. 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, excluding superior officers and the Chief of Police.

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 (N.J.S.A. 34:33a, et seq.) as amended, and they agree in the conduct and procedure of their collective negotiations to be bound by the rules and regulations of the New Jersey Public Employment Relations Commission.

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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. *J. MRF*

ad 9-8-92
MRF 9/8/92
JD 9/8/92

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 the 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:

A. To the executive management and administrative control of the Township Government and its properties and facilities, and the activities of its employees;

B. 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;

C. To suspend, demote, discharge or take disciplinary action for good and just cause according to law.

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,

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state, county or local laws or ordinances.

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IV. NEGOTIATION PROCEDURE

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.

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MRR 9/21/92
JD 9/18/92*

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 operation of the Township, subject only to the limitations of this Agreement and applicable State Laws is vested in and retained by the Township exclusively.

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JD 9/18/14

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.

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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.

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MUR*

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JA 9/8/92*

VIII. MEDICAL, DENTAL, AND PRESCRIPTION INSURANCE

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 coverage remained uninterruptedly in force.

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, or disability retirement, until such time as the Employee becomes 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.

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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.

8.4 The Township of Rochelle Park shall provide every Employee covered by this contract and their families with a full family dental insurance plan. The program of dental insurance shall be identified as that which is currently available and is identified as "the Delta Dental Plan - Intermediate program 11-A" including orthodontic benefits with no deductible amount. This plan is further identified as being available through the New Jersey Dental Service Plan, Inc. The Township shall pay the entire cost of the dental plan. The Employer shall have the right to change insurance carriers provided the change results in equivalent or superior benefits being made available to covered Employees and their families.

8.5 The Township of Rochelle Park shall provide every employee covered by this contract and their families with a full family prescription drug plan. The Employer shall pay the entire cost of the prescription drug plan. The specific plan and covered benefits under said plan shall be as set forth in Scheduled C annexed.

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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 Except as set forth in 9.6 and 9.7 hereof, Employees covered by this Agreement shall remain on 5-2, 5-2, 5-3 schedule with the same rotation arrangement. The method of scheduling and compensation shall be unchanged.

9.3 Switching a member of the Police Department from one shift to another involuntarily shall occur only for vacations, illness, injury or an emergency personal day. Involuntary switching of shifts shall not occur for personal days off except for emergency personal days. Involuntary switching of shifts shall not occur for vacation days falling on New Year's Eve, New Year's Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas Eve, and Christmas Day. There shall be no more than two (2) shift changes within a block of five (5) shifts or sixteen (16) consecutive working hours, or when it leaves a two man shift, or when it affects a member's normal hours off in the schedule of the Police Department. There shall be no shortening of a member's normal off hours. *RE MRF*

Involuntary switching of shifts shall and will occur

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fairly and equally for all members of the Police Department, irrespective of assignment, on a rotating basis from junior or senior members upon at least four (4) days written notice to the employee for vacation, illness or injury. With respect to emergency personal days, an involuntary switching of shifts may be made upon at least eight (8) hours notice to the employee. Eight (8) shift changes shall and will be the maximum for each member of the Police Department. Any violation of the provision shall result in all altered working time for all persons affected being compensated at a rate two and one-half times the rate of compensation otherwise provided in the Agreement.

9.4 Upon four (4) days prior notification to the Chief of Police, Employees covered by this Agreement shall be permitted to exchange shifts between themselves, without limitation. Upon less than four (4) days notice, Employees covered by this Agreement shall be permitted to exchange shifts between themselves except when the mutual switching of shifts by the Employees would directly interfere with any of the following previously scheduled and posted events: the appearance of either Employee at school, court or special details.

9.5 The prior practice of providing a stipend to certain members in lieu of overtime shall be discontinued and all members, irrespective of assignment, shall receive overtime pay at the time and one-half rate.

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9.6 Any member who is voluntarily removed from the normal patrol rotation because of his assignment shall receive an additional scheduled day off during each rotational cycle so as to insure that the member has a 1990 hour annual calendar. The employee's additional days off shall be posted annually along with the normal posting of the yearly schedule. These additional days off shall be either the Friday immediately preceding or the Monday immediately following the member's normal weekend off.

IS 8-8-92 *RT*
MRF 9/2/92 *DS*
ID 8/2/92 *MRF*

X. HOLIDAYS

10.1 All Employees shall have fifteen (15) paid holidays per year. All holiday compensation shall be paid at time and one-half (1 1/2) and shall continue to be added to the yearly salary for the purpose of computing the hourly rate.

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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.

11.3 The straight time hourly rate of pay for all members shall be computed by adding the member's base pay, holiday pay, college credit pay and longevity, and then dividing by 1990 hours.

11.4 The overtime hourly rate of pay shall be computed by multiplying the straight time hourly rate of pay by one and one-half (150%).

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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, a clothing allowance which is to be used toward uniform and equipment replacement, maintenance and cleaning. Said payments are to be made during the month of June each year. The annual clothing allowance shall be Five Hundred and Fifty (\$550.00) Dollars. Effective for June, 1990, the annual clothing allowance shall be increased to Six Hundred Fifty (\$650.00) Dollars and Seven Hundred Fifty (\$750.00) Dollars in 1991, 1992, 1993 and 1994.

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.

12.3 Uniforms, equipment or personal property worn while in the performance of duty, which become damaged as a result thereof, shall be repaired or replaced by or at the expense of the Township, provided that notice of such damage and the circumstances thereof are reported within a reasonable period of time after the damage occurred. Such payment shall not constitute a set off or be charged to an Employee's annual clothing allowance. The Township shall not be required to pay an Employee any more than Two Hundred Dollars (\$200.00) for any

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damaged personal property under this section.

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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, whenever possible.

13.2 Overtime shall be paid to any member of the Police Department, at the rate set forth in Section 11.4 of this Agreement.

13.3 Overtime for regularly scheduled shifts and details will be offered to regular full time 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 in the best interests of the Township to bypass an employee(s) on the seniority list. While this Agreement contemplates such possibilities, it is agreed and understood that such bypassed employee(s) must become next on the list for the purposes of the overtime roster. This purpose 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.

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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.

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XIV. COURT TIME

14.1 The appearance of any full time police officer at a criminal hearing in the 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 the Employee shall be compensated at the overtime rate on an hour for hour basis with a minimum payment of four (4) hours for each scheduled court session. Any fraction of an hour worked shall be rounded up to the next (higher) half hour.

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MRF 7/21/92
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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 years service	2%
Employees having completed eight years service	4%
Employees having completed twelve years service	8%
Employees having completed sixteen years service	9%
Employees having completed twenty years service	10%
Employees having completed twenty-four years service	12%

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XVI. VACATIONS

16.1 The Township shall provide the following vacations:

- A. From Six (6) months but less than two (2) years 5 working days
- B. From Two (2) years, but less than five (5) years 10 working days
- C. From five (5) years, but less than ten (10) years 15 working days
- D. From ten (10) years, but less than fifteen (15) years 20 working days
- E. From fifteen (15) years 25 working days

16.2 The Chief shall post the annual work schedule on or before January 15, 1992 and each January 15th thereafter.

16.3 All rounds of vacation picks shall be computed ^{ie} by June 1st of each year. An event may encompass regular days off without constituting two (2) events.

16.4 Vacation picks not received on or before June 1st of each year shall be approved on a first come, first serve basis regardless of seniority, provided notice of such request is received at least four (4) working days in advance of the date or dates requested, whenever required by the Chief to accomplish an involuntary switching of shifts.

16.5 Any Employee, of his own volition, may carry up to four (4) days of vacation into the following year, so long as the

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employee utilizes these days as vacation prior to March 31st of the following year, and if not so utilized, such days shall be lost.

16.7 Except as specifically modified herein, the approval or disapproval of vacation days by the Chief of Police shall be in accordance with the past practice as set forth on the written department-wide vacation policy dated February 13, 1989, a copy of which is annexed as Schedule D.

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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.

17.2 Any member requesting to attend police-related courses on his own time shall be granted permission to do so without any additional payment to the member. In order to encourage attendance, course schedules and all pertinent forms will be made readily available to the employees, and the use of Township equipment needed for said courses shall be permitted.

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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 purpose 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. Minor disciplinary matters (matters not involving loss of pay or time) shall also be included in the grievance procedure.

A. STEP ONE

In the event that any Employee covered by this Agreement has a grievance, within fifteen (15) working days of the occurrence of the event being grieved, the Employee shall discuss it informally with this 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 ten (10) working days

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after 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 ten (10) 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 a written determination.

C. STEP THREE

If no written decision is rendered by the Police Chief or his designee, within ten (10) days of receipt of a written grievance, or if the Association is dissatisfied with the decision of the Police Chief or his designee, then, the Association may, within ten (10) days of receipt of the Police Chief's decision, appeal said decision to the Township Committee by presenting to the Township Clerk a written notice of appeal and copies of all previous correspondence relating to the matter in dispute. The Township Committee may, but need not, provide an opportunity to the Association and the Chief to present further arguments but may consider the matter on the correspondence submitted. The Township Committee shall provide a written decision within thirty (30) days of receipt by the Township Clerk of the notice of appeal.

E. STEP FOUR Arbitration.

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(1) If no satisfactory resolution of the grievance is reached at Step Three, then within ten (10) 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 Township Committee 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 limit prescribed, then the disposition of 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 prescribed, then the disposition of the grievance at the last preceding step shall be

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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.

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JD 8/2/92

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 Township agrees to grant the necessary time off

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without discrimination for the PBA representative 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.

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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 (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 re-entry 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 (85%) percent of the regular Union membership dues, fees, and assessments as 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 Township.

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

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XXI. TERMINAL LEAVE

21.1 The Township of Rochelle Park shall provide every person who is covered by this agreement with six (6) months of terminal leave as a retirement benefit. During the six (6) months of terminal leave the retiring officer shall receive full pay and benefits but shall not be required to perform any duties. Retirement, as used herein, shall be defined as that retirement which is recognized by the New Jersey State Police and Firemen pension laws. The level of compensation and benefits payable during the period of terminal leave shall be at the same level as the officer received on the commencement of the terminal leave.

21.2 Each employee qualifying for benefits under this Article shall have the option of converting the above terminal leave benefit to a cash payment.

21.2.1. An employee shall provide the Township with not less than ninety (90) days advance notice of the Employee's retirement and election of option.

21.2.2. Upon receipt of the cash payment set forth in Paragraph 21.2 above, the Employee is no longer to be considered an active member and is entitled to only those benefits available to retirees as per Paragraph 8.2 herein.

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21.2.3. Payment on a cash payment basis shall be made within two (2) weeks of termination, provided tht the Employee may elect to be paid in two separate checks, payable not more than one (1) year after retirement.

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J.E.
H. BARR

XXII. EFFECTIVE DATE AND DURATION

22.1 This contract shall become effective upon signing and execution thereof by the parties. Salary increases shall be effective on January 1, 1992. Except as otherwise specifically provided herein, all other provisions shall take effective upon signing and execution hereof.

22.2 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, 1994.

22.3 In the event the parties do not enter into a new agreement on or before midnight December 31, 1994, 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.

22.4 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 certified mail, return receipt requested, in the case of the Township, to the Township at the Municipal Building, and in the case of the Employees to PBA Local 102, c/o Rochelle Park Police Department, Rochelle Park, New Jersey.

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22.5 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.

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XXIII. EDUCATIONAL INCENTIVE

23.1 In addition to the salary ranges indicated in Schedule A, there shall be added to and made a part of the remuneration to each Employee, the sum of twenty (\$20.00) dollars per annum for each credit in courses where the subject matter is directly related to Police Science or towards a degree or associate degree in Police Science, subject to the following conditions and and limitations.

23.2 Such credits must have been completed in and accepted by a recognized and accredited institution of higher learning.

23.3 Remuneration shall be paid on a credit for credit basis until 64 credit hours have been completed. Thereafter, additional remuneration shall be paid only upon the completion of 90 credits. Thereafter, additional remuneration shall be paid only upon the conferring of a baccalaureate degree in Police Science and shall be paid on the basis of 120 credits.

23.4 Employees who become eligible for such additional remuneration prior to June 30th of any calendar year shall receive such additional remuneration pro rated, beginning with the first pay period on July of that calendar year.

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23.5 Such additional remuneration shall be payable upon presentation to the Township Committee of a proper certification from the institution attended by such employee, setting forth the number of credit hours completed, the courses in which they were completed or the conferring of an associate or baccalaureate degree in Police Science.

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MRF 9/21/92
JD 9/8/92

XXIV. BILL OF RIGHTS

24.1 In an effort to insure that disciplinary investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

(a) The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.

(b) The interrogations shall take place at a location designated by the Chief of Police.

(c) The member of the force shall be informed of the nature of the investigation before any interrogation commences, including any basis for the complaint. If the interrogation is based upon rumor or an anonymous complaint, the employee shall be so advised. To the extent known, sufficient information to reasonably apprise the member of the allegations shall be provided. If it is known that the member of the force is being interrogated as a witness only, he shall be so informed at the initial contact.

CF MRF *9-8-92*
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(d) The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for such personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.

(e) The member of the force shall not be subject to any offensive language. No promise of reward shall be made as an inducement to answering questions.

(f) The complete interrogation of the member of the force shall be recorded mechanically or by a department stenographer. There will be no "off the record" questions. All recesses called during the questioning shall be recorded.

24.2 If a member of the force is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

24.3 In all cases, and at every stage of the proceedings, in the interest of maintaining the usual high morale of the force, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel

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and/or his Association representative before being questioned concerning a violation of the Rules and Regulations of the Department during the interrogation of a member of the force.

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XXV. PERSONNEL FILES

25.1 Commencing upon the effective date of this agreement, all existing documents in the Employee's personnel file shall be numbered consecutively and initialed by the Employee, and any additional documents to be added to an Employee's personnel file shall be initialed by the Employee and numbered consecutively immediately prior to their insertion into the Employee's personnel file. Only one file per Employee may be maintained by the Township. Whenever a document is to be inserted into the Employee's personnel file, the member shall, upon initialing, be provided with a copy of that document. If an Employee refuses to initial a document, the Chief shall note same on the document upon insertion in the personnel file.

25.2 Employees may schedule with the Chief of Police or his designee an appointment to review such employer's personnel file upon two (2) days advance notice, on Monday through Friday, except holidays, on not more than two (2) occasions per year.

25.3 At such appointed times, copies of documents within an employee's personnel file shall be provided upon the request of the employee.

25.4 Every Employee shall have the right to rebut any derogatory or negative material remaining in the Employee's file,

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and to have such rebuttal material attached to such derogatory or negative material and included in the Employee's personnel file.

25.5 An Employee may request, in writing, the Township Committee to add or delete documents from the employee's personnel file. The addition or deletion of such documents shall be at the sole discretion of the Township Committee.

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XXVI. BEREAVEMENT LEAVE

26.1 Employees shall be entitled to take up to three (3) working days as bereavement days, without loss of pay, to attend funeral services for immediate family members occurring within New Jersey or within a radius of 100 miles of Rochelle Park or up to five (5) working days as bereavement days, without loss of pay, to attend funeral services for immediate family members occurring out of New Jersey and outside a radius of 100 miles of Rochelle Park.

26.2 For the purposes of this article, immediate family shall be limited to a spouse, grandparent, parent, child, grandchild, brother, sister, aunt, uncle, niece or nephew or the grandparent, parent, child, grandchild, brother, sister, aunt, uncle, niece or nephew of the employee's spouse.

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XXVII. PERSONAL DAYS

27.1 Employees shall be entitled to take up to two (2) personal days off with pay per year, one of which shall be designated as an "emergency personal day." A normal personal day shall not be denied unreasonably or for the purpose of avoiding payment of overtime. An "emergency personal day" shall not be denied by the Township for any reason. No two (2) members shall be entitled to take a personal day on the same shift, unless one of the members utilizes an "emergency personal day."

If the Chief of Police is provided with less than sixteen (16) hours of notice of the taking of a personal day, then the personal day shall be deemed an "emergency personal day."

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XXVIII. TOUR COMMANDER PAY

28.1 A patrolman who performs as Tour Commander in the absence of a Superior Officer acting as Tour Commander shall receive an additional Twenty Five (\$25.00) Dollars for each tour so worked. Such payment shall be made to the member at the next pay period after he receives his regular pay for the tour during which he served as Tour Commander.

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XXIX. MISCELLANEOUS

29.1 [Deleted in exchange for deletion of Minimum Manning]

29.2 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.

29.3 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.

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JD 8/2/92

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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.

ATTEST:

TOWNSHIP OF ROCHELLE PARK

[Signature]

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

Paul M. Starnelli 126
Pte James Deamon

[Signature]

SCHEDULE A

<u>PATROLMEN</u>	<u>EFF.</u> <u>7/1/92</u>	<u>EFF.</u> <u>1/1/93</u>	<u>EFF.</u> <u>7/7/93</u>	<u>EFF.</u> <u>1/1/94</u>	<u>EFF.</u> <u>7/1/94</u>
Step 1 - During 1st year of Serv.	\$29,378	\$30,847	\$31,463	\$33,351	\$33,684
Step 2 - During 2nd year of Serv.	40,894	42,938	43,797	46,425	46,889
Step 3 - During 3rd year of Serv.	46,505	48,830	49,807	52,795	53,323
Step 4 - During 4th year of Serv.	48,591	51,021	52,041	55,164	55,715
Step 5 - After completion of 4th year of Serv	52,118	54,724	55,819	59,168	59,760

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TOWNSHIP OF ROCHELLE PARK



IN THE COUNTY OF BERGEN

ROCHELLE PARK, N.J.

POLICE DEPARTMENT

405 ROCHELLE AVENUE

2/13/89

201-848-1515

Zip Code: 07062

William Betten, A.A., B.S., M.A.
Chief of Police



Vacation Policy for 1989

Department Guidelines:

1. Two Men Allowed on Vacation Per Day.
2. Third Man allowed on vacation per day if he can be accomodated.
3. Men will pick by seniority (regardless of rank)
4. Chief or Capt. cannot vacation at the same time.
5. Detectives cannot vacation at the same time.
6. ALL vacation must be used by the end of the year.

Restrictions: (Submitted by the P.B.A. on 2/6/89)

1. Only 10 working days to be picked during the 1st round of seniority vacation picking. The 10 working days will be in two blocks or events of up to 5 days each, which may span over a 7 day period.
2. Only 5 working days to be picked during the 2nd round of seniority vacation picking. Any days or amount of days may be picked.
3. On 3rd round of seniority vacation picking any days or any amount of days may be picked.
4. Only 10 days allowed in the summer on your 1st vacation selection.
5. Chief or Capt. vacations will have no impact on the vacations of the men in the schedule.
6. Detectives vacations will have no impact on the vacations of the men in the schedule.
7. Summer shall be June, July, August, & September.
8. No member may be bumped by a more senior man after the Chief has approved his first, second, or third choice, of vacation choice.
9. No cancellation of vacation picks made in blocks of five (5) after the selection is made and approved.

Above has been proposed and approved by a majority of the members of the department (16 officers) on 2/6/89

Chief William Betten

Since the above was submitted on 2/13/89 and Item #1 of PBA restrictions has been completed, we shall proceed with item #2 forthwith.