

Contract no. 972

LIBRARY  
INSTITUTE OF MANAGEMENT  
AND LABOR RELATIONS

JUN 1989

RUTGERS UNIVERSITY

AGREEMENT

BETWEEN

BOROUGH OF ROSELLE PARK

AND

ROSELLE PARK POLICE SUPERVISORS GROUP

JANUARY 1, 1989 THROUGH DECEMBER 31, 1991

PREAMBLE

THIS AGREEMENT entered into this 1<sup>st</sup> day of March, 1980 between the BOROUGH OF ROSELLE PARK, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Borough" or Employer" and the ROSELLE PARK POLICE SUPERVISORS GROUP, hereinafter referred to as the "Police Supervisors Group" or "Employee":

W I T N E S S E T H:

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours of work, grievances, and other conditions of employment;

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained, the parties hereto agree with each other in respect to the employees of the Employer recognized as being represented by the Police Supervisors Group as follows:

ARTICLE I

RECOGNITION

The employer hereby recognizes the aforementioned Police Supervisors Group as the exclusive representative for all of its

sergeants.

ARTICLE II  
MANAGEMENT RIGHTS

It is recognized that the management of the Police Department, the control of its properties and the maintenance of order and efficiency are solely responsibilities of the Borough. Accordingly, the Borough retains the following rights, except as specifically provided in this agreement, including but not limited to, selection and direction of the force; to hire; suspend or discharge as provided for by N.J.S.A. 40A:14-147 and any amendment thereto; to assign, promote, demote or transfer; to determine the amount of overtime to be worked; to relieve employees from duty because of lack of work as provided for N.J.S.A. 40A:14-143; to decide on the number and location of facilities; to determine the work to be performed, amount of supervision necessary, equipment, methods, schedules, together with the selection procurement, designment, engineering and the control of equipment and materials; and to purchase services of others, contracts or otherwise; and to otherwise determine the methods, means and personnel by which its operations are to be conducted.

### ARTICLE III

#### EMPLOYER AND POLICE SUPERVISORS GROUP ACTIVITIES

Section 1. It is understood and agreed that there shall be no restraint, coercion, interference or discriminations by the Employer or any of its agents, against any employees represented by the Police Supervisors Group because of membership therein or the carrying on of any lawful Police Supervisors Group activities.

Section 2. It is further understood and agreed that it shall not be just cause for discipline of any employee because such employee engaged in lawful Police Supervisors Group activities of any kind.

Section 3. It is understood and agreed that employees shall not engage in any Police Supervisors Group activity during normal working hours. However, the duly authorized representative of the Police Supervisors Group shall have the right during normal working hours of the day to consult with the shift commander or officer in charge of the department in the event of a grievance. The President of the Police Supervisors Group shall be granted leave from duty with pay to perform the duties of that office within the Borough of Roselle Park for

be processed in accordance with the grievance and arbitration provisions of this agreement.

Section 1

To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to the interpretation or application of express provisions of this agreement the following procedures shall be followed:

Step 1

A. A sergeant with a grievance shall first discuss the matter verbally with his supervisor with a view to resolving the grievance informally.

Step 2

If the aggrieved party is not satisfied with the disposition of his grievance at Step 1, or if no decision has been rendered within seven (7) days after presentation of that grievance at Step 1, he may file a written grievance with the Chief of Police or, in his absence, a representative designated by the Chief of Police. A meeting on the written grievance shall be held within seven (7) days of the filing of the written grievances between the Chief of Police or his designated representative. A decision thereon shall be rendered in writing by the Chief of Police within seven (7) days after the holding of such meeting.

### Step 3

If the aggrieved party is not satisfied with the disposition of his grievance at Step 2, or if no written decision has been rendered within seven (7) days after the presentation of that grievance at Step 2, the matter may be referred by him or the Police Supervisors Group to the Police Committee. A meeting on the grievance shall be held between him or the Police Supervisors Group and the Police Committee within 14 days after the grievance is presented to the Committee or as soon thereafter as is practicable at which meeting the parties may be represented. Said meeting shall not be held publicly. The Police Committee shall render a final written decision within 21 days of the date of the meeting.

### Step 4

If the aggrieved party is not satisfied with the disposition of his grievance at Step 3, or if no written decision has been rendered within 21 days after the presentation of that grievance at Step 3, the matter may be referred by the sergeant or the Police Supervisors Group to the Mayor and Council. A meeting on the grievance shall be held between the sergeant or Police Supervisors Group and the Mayor and Council within 14 days after the grievance is presented to the Mayor or Council or as soon thereafter as is practicable at which meeting the parties may be

represented. Said meeting shall be held in accord with the provisions of the Open Public Meetings Act of the State of New Jersey. The Mayor and Council shall render a final written decision within 21 days of the date of the meeting.

#### Step 5

If the aggrieved party is not satisfied with the disposition of his grievance at Step 4, or if no written decision has been reached within 21 days after the presentation of that grievance at Step 4, the matter may be referred by the sergeant or the Police Supervisors Group, to binding grievance arbitration in accordance with the procedures established by the New Jersey Public Employment Relations Commission.

The arbitrator's authority shall be strictly limited to determining grievances involving the interpretation, application or alleged violation of the specific terms of this agreement and those existing Borough established practices and work rules which specifically relate to terms and conditions of employment which are incorporated herein by reference under Article XIX, Retention of Benefits.

The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this agreement or the laws of the State. The arbitrator shall not have the power to determine any issue involving any written policies, rules, regulations,

orders and ordinances, or any established practices, or procedures of the Borough which relate to inherent managerial prerogatives that are beyond the scope of mandatorily negotiable terms and conditions of employment.

The arbitrator shall confine himself to the precise issue submitted for arbitration through the steps of the grievance procedure and shall have no authority to determine any other issues not so submitted to him.

The arbitrator's fee shall be fully borne by the party which loses the arbitration. However, if the arbitrator finds partially in favor of the Borough and partially in favor of the sergeant or Police Supervisors Group, the arbitrator's fee shall be borne equally by both parties.

## Section 2

The time limits specified in the grievance procedure shall be construed as maximum.

## Section 3

A grievance must be presented at Step 1 within seven (7) days from the date of occurrence of the facts which gave rise to the grievance. If it is not presented within the aforementioned time period, it shall not thereafter be considered a grievance under this agreement.



#### Section 4

Any employee may be represented at all states of the grievance procedure by himself, or, at his option, by the Police Supervisors Group except during Step 1A. When an employee is not represented by the Police Supervisors Group, the Police Supervisors Group shall have the right to be present and state its views at all stages of the grievance procedure unless the employee objects to the presence of the Police Supervisors Group, in which case the Police Supervisors Group may not be present at any stages of this procedure. In the event the Police Supervisors Group is not present after final determination at Step 4, if such final determination is made, the Police Supervisors Group will promptly receive a copy of the employee's written grievance and a copy of the final determination thereof.

However, only the Police Supervisors Group has the right to proceed to grievance arbitration in accordance with Step 5.

#### Step 5

It is understood that the within grievance procedure shall be applicable in all instances except where the statutes, Rules of Court, and laws of the State of New Jersey specifically set forth a procedure for the disposition of a complaint by the employee or for complaints against the employee in the nature of disciplinary procedures.

ARTICLE V  
HOURS OF WORK AND OVERTIME

Section 1

The work day shall consist of not more than eight consecutive hours in a twenty-four (24) hour period. The work week shall consist of five (5) consecutive working days.

Section 2

Overtime -- shall be defined as all work in excess of forty hours per week. Vacation days, holidays, compensation days, personal days and bereavement days are to be taken into account in the computation of the forty hour work week.

Section 3

The Borough agrees to minute for minute compensation providing the forty (40) hours work week has been adhered to.

0 to 30 minutes -- Time and One-half Compensatory Time  
30 to 60 minutes -- Time and One-half Pay for a full hour  
after 60 minutes -- Time and One-half Pay for each minute  
of overtime.

Section 4

Whenever an employee is called back to duty during his

regularly scheduled time off, he shall receive time and one-half pay for all minutes worked.

Section 5

Whenever an employee is required in the performance of duty to appear in any court or administrative proceedings, including municipal court during his off-duty time, he shall receive time and one-half pay for all minutes worked.

Section 6

Whenever an employee is required to attend training sessions mandated by the State statute or departmental regulation during his off-duty time, he shall receive time and one-half pay for all minutes worked.

Section 7

In lieu of receiving time and one-half pay for overtime worked, the employee may elect to receive compensatory time off at the time and one-half rate in accordance with Section 3, 4, 5, and 6 hereof. The election for compensatory time in lieu of cash must be made at the conclusion of the overtime period worked.

ARTICLE VI  
SPECIAL POLICE

A. Whenever additional police supervisory personnel are required, the priority is as follows:

1. Off-duty sergeants and/or detective sergeant;
2. Sergeants and/or detective sergeant immediately prior to the commencement of their regular shift or immediately following performance of their regular shift;
3. Regular off-duty police officers;
4. Regular police officers immediately prior to the commencement of their regular shift or immediately following performance of their regular shift;
5. If none of the above available, the Chief of Police has the right to order someone into work duty who is off duty.

B. When a regular police officer or police supervisor is called upon to work overtime, he shall be permitted to work a total of twelve continuous hours unless, in the judgment of the Chief of Police, or officer in charge, an emergent situation requires his performance for a longer continuous period.

ARTICLE VII

SALARIES

Section 1

Retroactive to January 1, 1989, all employees covered by this agreement shall receive a 7.0% increase over their 1988 base salaries.

Section 2

Effective January 1, 1990, all employees covered by this agreement shall receive a 7.0% increase over their 1989 base salaries.

Section 3

Effective January 1, 1991, all employees covered by this agreement shall receive a 7.0% increase over their 1990 base salaries.

Section 4

Payment of Salaries: Officers shall receive their salary on regularly scheduled pay days. However, if an employee is on a day off or vacation day he must be paid either on his regularly scheduled pay day or on the day preceding at 3:00 p.m. However, if an officer is on vacation he may receive his salary on the

last scheduled work day prior to said vacation day provided a written request for same is submitted to the Chief of Police at least four weeks prior to the aforesaid vacation day.

Section 5

In addition to the base annual salary provided hereinabove, each employee assigned to the Detective Bureau shall receive an additional increment in salary of \$800.00 per annum for 1989 and 1990. In 1991 the salary will be \$900.00 per annum.

Section 6

A salary guide for 1989, 1990 and 1991 shall forthwith be prepared by the Borough and, after submission to the Police Supervisors Group for approval and verification shall be attached hereto as Appendix A.

ARTICLE VIII

LONGEVITY

In addition to all of the compensation and benefits provided herein, each employee covered by this agreement, who shall be presently entitled hereto, shall receive longevity compensation equivalent to two (2%) percent of his previous year's base salary for each five (5) years of continuous service to the Borough,

with a maximum of eight (8%) percent longevity compensation in accordance with existing practice. Those officers receiving ten (10%) percent as of June 14, 1984, shall continue to receive ten (10%) percent under this agreement. Officers who are not eligible for ten (10%) percent longevity compensation as of June 14, 1984, shall be eligible to receive a maximum of eight (8%) percent longevity compensation based on the existing schedule.

## ARTICLE IX

### MERIT INCENTIVE PROGRAM

#### Section 1

In addition to the annual salary, a merit incentive step payment program is hereby instituted for all members of the Police Supervisors Group. Such merit incentive step payment shall be determined according to the following schedule and implemented in accordance with Schedule "A", to be provided at a later date. Members of the Police Supervisors Group who are eligible for longevity as provided in Article VIII will not participate in the merit incentive program for 1989 and 1990. In 1991 all members of the Police Supervisors Group will be eligible to participate as set forth herein.

- a. For the period starting January 1, 1989:

<u>Incentive Step</u>	<u>Points Required</u>	<u>Dollar-Value Per Point</u>	<u>Additional Compensation</u>
1st	30	\$10.00	\$ 300.00
2nd	45	\$10.00	\$ 450.00
3rd	70	\$10.00	\$ 700.00
4th	90	\$10.00	\$ 900.00
5th	110	\$10.00	\$1,100.00
6th	120	\$10.00	\$1,200.00
7th	140*	\$10.00	\$1,400.00*
8th	160*	\$10.00	\$1,600.00*

\* Must have obtained a minimum of an Associates Degree to qualify for this additional compensation.

b. For the period starting January 1, 1990:

<u>Incentive Step</u>	<u>Points Required</u>	<u>Dollar Value Per Point</u>	<u>Additional Compensation</u>
1st	30	\$10.00	\$ 300.00
2nd	45	\$10.00	\$ 450.00
3rd	70	\$10.00	\$ 700.00
4th	90	\$10.00	\$ 900.00
5th	110	\$10.00	\$1,100.00
6th	120	\$10.00	\$1,200.00
7th	140*	\$10.00	\$1,400.00*
8th	160*	\$10.00	\$1,600.00*

\*Must have obtained a minimum of an Associates Degree to qualify for this additional compensation.

c. For the period starting January 1, 1991:

<u>Incentive Step</u>	<u>Points Required</u>	<u>Dollar Value Per Point</u>	<u>Additional Compensation</u>
1st	30	\$10.00	\$ 300.00
2nd	45	\$10.00	\$ 450.00
3rd	70	\$10.00	\$ 700.00
4th	90	\$10.00	\$ 900.00
5th	110	\$10.00	\$1,100.00
6th	120	\$10.00	\$1,200.00
7th	140*	\$10.00	\$1,400.00*
8th	160*	\$10.00	\$1,600.00*



\* Must have obtained a minimum of an Associates Degree to qualify for this additional compensation.

Section 2

The merit incentive points are to be awarded as follows:

1. Prior to January 1, 1980, each class hour at approved courses of more than ten (10) hours conducted by State, Federal or other training agencies outside of the departmental in-service training programs and initial recruit academy training - 1/20 point.
2. After January 1, 1980, each class hour at approved courses of more than (8) hours conducted by State, Federal or other training agencies outside of departmental in-service training programs and initial recruit academy training - 1/15 point.
3. Each full year of service in the department - 1 point. This cannot be counted twice. If credit given under longevity, cannot be applied here.
4. Each approved semester hour credit obtained in a college, technical institute or other institution of higher learning in courses prescribed by the Chief of Police with approval of the Borough Council - 1 point.
5. Qualifying average mark of eighty (80) or above in

- annual in-service training examinations - 1 point.
6. Recognized hours obtained in correspondence courses prescribed by the Chief of Police with approval of the Borough Council. Points to be assigned each course prior to the commencement of said course. Range from 2 to 6 points.
  7. Associates Degree - 15 points.
  8. Associates Degree in Police Science - 25 points.
  9. Baccalaureate Degree - 35 points.
  10. Baccalaureate Degree with Police Field Major - 50 points. However, the maximum number of points that can be amassed for any degree or combination of degrees is 50 points.

### Section 3

Points shall accumulate from date of appointment. Points earned during the period January 1 through December 31 are added and applied to the accumulated point total in the succeeding year for any additional compensation due in accordance with schedule set forth hereinabove. However, the additional compensation will be set forth in Schedule "A".

### Section 4

Payment of merit incentive compensation shall be in two

installments, namely on or before June 15 and December 15 of each year during the term of this agreement.

## ARTICLE X

### CLOTHING AND MAINTENANCE ALLOWANCE

#### Section 1

Each sergeant shall receive an annual clothing maintenance allowance. On June 1, 1989, each employee shall be entitled to receive a clothing and maintenance allowance of five hundred (\$500.00) dollars. On June 1, 1990, and June 1, 1991, each employee shall be entitled to receive a clothing and maintenance allowance of five hundred and twenty-five (\$525.00) dollars.

If an employee has fully expended his annual uniform and maintenance allowance for the replacement and maintenance of his police equipment and thereafter damages a uniform or a part thereof in the line of duty, the Borough will replace the damaged item or items upon receiving proof that he has expended his annual uniform and maintenance allowance.

#### Section 2

The Borough will endeavor to make any changes in uniform prior to April 1 of each year. If a change in the uniform is made by the Borough after April 1, the Borough will pay the full

cost of said change in addition to the uniform allowance provided in Section 1 hereof.

Section 3

The employee shall keep receipts of all money expended on clothing and uniforms for the purposes of Section 1 and Section 2 herein and will be required to produce receipts when making application for additional funds for the reasons set forth above.

ARTICLE XI

HOSPITAL, MEDICAL AND DENTAL INSURANCE

Section 1 -- Hospital and Medical Coverage:

The Borough shall continue existing Blue Cross, Blue Shield, and Major Medical insurance coverage during the term of this agreement. Any amendments to Blue Cross and Blue Shield coverage shall be negotiated between parties hereto.

Section 2 -- Retirement Coverage:

The Borough of Roselle Park shall pay the full cost of such hospitalization insurance of a member of the Roselle Park Police Department upon retirement after twenty five years of service or when a member of the Roselle Park Police Department becomes

disabled in the line of duty. This coverage shall include the member's spouse and will remain in effect until the member reaches the age of sixty-five (65) years.

Upon attaining the age of sixty-five (65), the member may continue in the Borough's hospitalization plan, providing he agrees to make payments to the Borough Treasurer on a quarterly basis, in advance.

This option shall remain open to a retiree at age sixty-five (65) until the last of the calendar month in which his 65th birthday occurs. Failure to exercise this option will result in the forfeiture of continuance in the Borough's plan.

Section 3 -- Dental Plan:

The Borough shall provide all employees and their families with the New Jersey Dental Service Plan, Inc., Delta Plan #3A. The Borough shall have the right, with the approval of the Police Supervisors Group to substitute a different insurance carrier in the place of New Jersey Dental Service Plan, Inc., provided that the coverage is equal to or better than that afforded by New Jersey Dental Service Plan, Inc., and the Police Supervisors Group approval shall not be unreasonably withheld.

During 1989, 1990, and 1991, the Borough shall pay the full cost of the premium for this insurance.

Those employees who, as of January 1, 1989, are either single or married without children, shall not be allowed to change their status in this insurance program to married, or married with children, during the calendar year, 1989. However, such employees shall have the entire first month of 1990 in which to inform the Borough of a change in their status for this insurance program for calendar year 1990.

Employees who, as of January 1, 1990, are either single or married without children, shall not be allowed to change their status in this insurance program to married, or married with children, during the calendar year 1990. However, such employees shall have the entire first month of 1991 in which to inform the Borough of a change in their status for this insurance program for calendar year 1991.

Similarly, those employees who, as of January 1, 1991, are either single or married without children, shall not be allowed to change their status in this insurance program to married, or married with children during calendar year, 1991, except to the extent provided above. In the event that the dental program is renegotiated and included in the 1992 Police Supervisors Group contract, then, in that event, such employees shall have the entire first month of 1992 in which to inform the Borough of change in their status for this insurance program for calendar year 1992. However, such employees shall have the entire first

month of 1992 in which to inform the Borough of their intent to change their status in this insurance program for calendar year 1992.

Section 4 -- Drug Prescription Plan:

Effective January 1, 1989, the Borough shall provide, at its expense, all Police Supervisors Group employees and their families with coverage under a drug prescription plan selected and determined by the Borough. The Borough shall, thereafter, have the right to substitute a different drug prescription plan with the consent of the Police Supervisors Group Employees' Bargaining Unit, which consent shall not be unreasonably withheld, provided that replacement coverage is substantially equal to or better than the original plan.

ARTICLE XII

HOLIDAYS

Section 1

Effective January 1, 1989, each employee shall receive fourteen (14) holidays per year in the following manner:

nine (9) paid holidays at the regular rate of pay;

five (5) holidays to be given as days off.

Payment for the nine (9) holidays shall be made on or before

November 15 of each year.

Section 2

Effective January 1, 1990 and 1991, each employee shall receive fourteen (14) holidays per year in the following manner:

seven (7) paid holidays at the regular rate of pay:

any days not taken as paid holidays will be given as days off.

Payment for paid holidays, which shall not exceed seven (7) within one given year, shall be made on or before November 15 of each year.

Section 3

Request for holidays may be submitted for approval to the chief by three days prior to the holiday.

Additionally, the Borough will offer the full fourteen (14) holidays to be paid to any requesting individual. Option in March for payment in November.

Section 4

All paid holidays are to be included as part of the annual salary during the final year of employment. Should the employee elect this option, a fourteen month advance notification of retirement to his/her immediate supervisor will be required.



ARTICLE XIII  
AUTOMOBILE EXPENSE

When an employee uses his own motor vehicle on police business, including but not limited to County Court, State Court and Division of Motor Vehicle appearances, he shall be reimbursed at the rate of twenty-two (22) cents per mile, plus tolls and parking fees. Receipts for tolls and parking fees will be required. However, if in the discretion of the Chief of Police a municipal vehicle is available for such purposes, it is to be used in lieu of the employee's private motor vehicle.

ARTICLE XIV  
PERSONAL DAYS

Section 1

Effective January 1, 1989, 1990 and 1991, each employee shall receive two personal days a year which can be utilized at the discretion of the employee provided there is sufficient manning to cover the employee's shift. If the employee has not used his personal day by the end of the calendar year, the Borough shall pay the employee two days' pay at his regular daily

rate for that year.

ARTICLE XV

VACATIONS

Section 1

Each employee's anniversary date of employment shall be the basis for determining earned vacation time due for that year.

Section 2

Each employee shall receive annual vacation leave with pay in accordance with the following schedule, based upon the completion of designated years of employment including probation time:

After Completion of (Probation Time Included):

1 year of employment	10 working days
2 and 3 years of employment	14 working days
4 and 5 years of employment	15 working days
6 through 10 years of employment	18 working days
11 through 15 years of employment	22 working days
16 through 19 years of employment	24 working days
20 years of employment and over	25 working days

Section 3

Employees will be permitted to split their vacations into periods at their option but with the periods to be approved by the Chief of Police.

ARTICLE XVI

SICK LEAVE

Each employee shall be entitled to fifteen (15) days sick leave, with pay, per year. An employee may accrue up to 200 days unused sick leave for a confirmed (Doctor's Certificate) long term illness or disability.

Effective January 1, 1989, 1990 and 1991, an employee who retires will be entitled to cash payment equaling one day's regular pay for each four days of accrued sick leave with a ceiling of \$4,500.00.

ARTICLE XVII

"ACTING" POSITIONS

Employees assigned in an "acting" position or capacity other than their regular position or capacity shall be compensated for such time worked at a rate equivalent to what that rate would be if they were permanently appointed to such a

position or capacity, provided such employee works at such position or capacity for two consecutive weeks after being appointed to such positions or capacity by the Chief of Police.

### ARTICLE XVIII

#### SENIORITY

For the purposes of this agreement, "seniority" shall be defined as an employee's length of continuous and uninterrupted service with the Borough Police Department. Except as otherwise provided herein, seniority will be utilized with respect to all privileges currently enjoyed by the Police Supervisors Group, including but no limited to, selection of vacations and selection of days off. Sergeants shall select their days off by time in grade instead of time with the Borough Police Department.

### ARTICLE XIX

#### RETENTION OF BENEFITS

##### Section 1

During the term of this agreement, all terms and conditions of employment, established practices, and all other benefits conferred by ordinance or otherwise, relating to terms and conditions of employment, in existence as of the execution date of this agreement, but which are not specifically set forth in

this agreement, shall be continued in the same manner and at the same level without any alteration or reduction of any kind. However, the Borough retains its unilateral and unfettered authority to alter or amend any of its established practices, procedures, rules or orders which relate to inherent managerial prerogatives that are beyond the scope of mandatorily negotiable terms and conditions of employment, including but not limited to those managerial prerogatives as provided and specified in Article II.

#### Section 2

For purposes of this agreement, the term "established practice relating to terms and conditions of employment" is defined as the Borough's customary mode of action or method dealing with a term and condition of employment which is not specifically set forth in this agreement. Due to the absence of a written agreement, such an established practice, to be binding on the Borough, must be: (1) unequivocal; (2) clearly enunciated, understood, accepted and acted upon; and (3) readily ascertainable over a reasonable period of time as a fixed and consistent mode of action or method of the Borough in dealing with a term and condition of employment.

ARTICLE XX

INSURANCE AND LEGAL REPRESENTATION

Section 1 -- Civil Action

The Borough agrees to continue to maintain in full force and effect all insurance coverage now provided by the employer for the benefit of and covering employees of the employer and specifically employees who are members of the bargaining unit covered by this agreement.

The Borough agrees to furnish all necessary legal advice and representation in the defense of civil charges and allegations brought in any legal action against a member of the bargaining unit covered by this agreement, in accord with the provisions and subject to the limitations as are set forth in N.J.S.A. 40A:14-155, and shall undertake to defend or arrange for the defense of members of the bargaining unit. In the event of a judgment against a member of the bargaining unit arising out of or incidental to the performance of his duty, the Borough agrees to pay for said judgment or arrange for the payment of said judgment.

The Borough reserves the right to determine in what manner legal advice, counsel, representation and defense shall be afforded members of the bargaining unit, including, but not limited to, the providing of necessary liability insurance, and

any other form of insurance protection which the Borough may deem necessary and adequate in its discretion.

It is specifically understood between the parties to this agreement that a judgment of "punitive damages" which may be recovered against a member of the bargaining unit is specifically exempt from the requirement of payment by the Borough and the employee or employees shall be responsible in an individual capacity for the payment of any judgment of "punitive damages" which may be rendered against them by a court of competent jurisdiction.

Section 2 -- Criminal, Quasi-Criminal and Disciplinary

Actions

The Borough is not required to furnish the means of defense in a disciplinary, criminal, or quasi-criminal proceeding instituted as a result of a complaint on behalf of the Borough against a member of the bargaining unit. If such disciplinary or criminal proceeding instituted by or on complaint of the municipality shall be dismissed or finally determined in favor of the member or officer, he shall be reimbursed for the expense of his defense.

Section 3 -- Reimbursement for Legal Expenses Subsequent to Favorable Determination as to a Member of the Bargaining Unit

In the event that a member of the bargaining unit is charged in a disciplinary, criminal, or quasi-criminal proceeding or complaint, other than by the Borough, which arises out of the performance of police duties and is the proper subject for legal representation pursuant to N.J.S.A. 40A:14-155 and he retains private counsel in his defense, it is required that the member's counsel shall reach an agreement as soon as practicable with the Borough of Roselle Park (Mayor and Council) as to the appropriate and reasonable fees and charges with regard to said defense, which the Borough will agree to reimburse in the event of a final and favorable determination as to the member of the bargaining unit.

The obligation of the Borough to pay reimbursement of legal fees hereunder is limited solely to reasonable attorney fees and charges.

Nothing contained in this Article shall be construed as to deny any member of the bargaining unit for the full protection and benefits provided for under N.J.S.A. 40:14-155.



ARTICLE XXI

BEREAVEMENT LEAVE

In the event of death in the immediate family of an employee, he shall receive three (3) days leave pay. For purposes of this Article, "immediate family" shall include the officer's spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents and grandchildren.

ARTICLE XXII

BAN ON STRIKES

It is recognized that the prevention of crime, the preservation of law and order, and protection of life and property is the responsibility of members of the Police Department, and it is further recognized that the need for continued and uninterrupted operation of the Police Department is of paramount importance to the citizens of the community. Therefore, there shall be no interference with such operation.

Adequate procedures having been provided for the equitable settlement of grievances arising out of this agreement, the parties hereto agree that there shall not be and that the Police Supervisors Group, its sergeants, members, agents or principals

will not engage in, encourage, sanction, or suggest strikes, slowdowns, mass resignations, mass absenteeism, job actions or other suspension of or interference with normal work performance.

The Mayor and Council shall have the right to discipline up to and including suspension and/or removal of any employee in violation of this Article.

### ARTICLE XXIII

#### RULES AND REGULATIONS

In accordance with the provisions of N.J.S.A. 34:13A-5.3, the Mayor and Council may establish and provide for the enforcement of binding rules and regulations in connection with the operation of the Police Department and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this agreement or any applicable law. Copies shall be furnished to the Police Supervisors Group. It is understood that application of this agreement shall not in any way hamper enforcement of existing Departmental rules and regulations.

ARTICLE XXIV  
MUTUAL EXCHANGE OF SHIFTS

Section 1

Upon mutual agreement, any individual sergeant may request to exchange his normal work shift , or portion thereof, with that of another individual sergeant, provided written notice is given to the Chief of Police of his designee no later than 24 hours prior to the commencement of the shift to be exchanged, subject to the prior approval of the Chief or his designee, and provided that there is no additional cost to the Borough as a result of the exchange of shifts, provided that the exchange of shifts does not significantly impair the ability of the Borough to maintain adequate police protection and/or adequate supervision of the shift, and further provided that there is no overload of the administrative functions necessary to implement the exchange of this shift. The request for the mutual exchange of shifts shall not be unreasonably denied.

Section 2

In an emergency situation the 24 hour notice requirement shall not be applicable.

ARTICLE XXV

SAVINGS

In the event that any federal or state legislation, governmental regulation or County Court decision causes invalidation of any Article or Section of this agreement, all other Articles and Sections not so invalidated shall remain in full force and effect, and the parties may renegotiate concerning any such invalidated provisions.

ARTICLE XXVI

WORK SCHEDULES

The work schedules, hours of overtime, and make-up of shifts are items particularly reserved to the Borough and are to be strictly implemented through the Chief of Police and his subordinates.

ARTICLE XXVII

DISCHARGE

A. The Borough retains the right to remove employees for just cause or reason. The Borough agrees to advise the Police



# Borough of Roselle Park

IN THE COUNTY OF UNION  
ROSELLE PARK, NEW JERSEY 07204

COLLECTOR - TREASURER  
201-245-0819

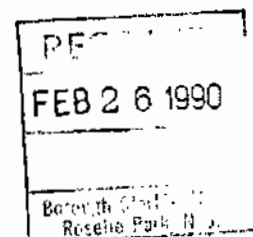
## APPENDIX A

### Salary Guide for 1989, 1990 and 1991:

Below is the salary schedule for the Roselle Park Police Supervisor's Group for 1989, 1990 and 1991 as required by Article VII, Section 6 of the Agreement between the Borough of Roselle Park and the Supervisor's Group.

<u>Classification</u>	<u>Effective</u> <u>1/1/89</u>	<u>Effective</u> <u>1/1/90</u>	<u>Effective</u> <u>1/1/91</u>
Sergeant	\$37,238.85	\$39,845.57	\$42,634.76

Approved: Sgt. Norman Thelges  
Supervisor's Group



ORDINANCE NO. 1593

AN ORDINANCE FIXING THE SALARIES FOR PERSONNEL  
IN THE ROSELLE PARK POLICE DEPARTMENT IN THE  
COUNTY OF UNION, STATE OF NEW JERSEY, FOR THE  
YEARS 1989, 1990 AND 1991

BE IT ORDAINED by the Mayor and Council of the Borough of Roselle Park, County of Union and State of New Jersey, as follows:

SECTION I. This ordinance is intended to reaffirm, and is entered pursuant to the Agreements between the Borough of Roselle Park and the Roselle Park Police Supervisor's Group and the New Jersey State Policemen's Benevolent Association, Local #27, fixing salary ranges for personnel of the Roselle Park Police Department for the calendar years of 1989, 1990 and 1991.

SECTION II. The following named personnel of the Roselle Park Police Department shall be entitled to an annual salary for the time period indicated hereafter as set forth opposite each respective classification.

<u>CLASSIFICATION</u>	<u>Effective 1/1/89</u>	<u>Effective 1/1/90</u>	<u>Effective 1/1/91</u>
Probation Level I	\$19,105.27	\$20,442.64	\$21,873.62
Probation Level II	22,926.33	24,531.17	26,248.35
Patrolman Year I	30,476.55	32,609.91	34,892.60
Patrolman Year II	31,492.13	33,696.58	36,055.34
Patrolman Year III	32,349.41	34,613.87	37,036.84
Patrolman Year IV	33,364.99	35,700.54	38,199.58
Sergeant	37,238.85	39,845.57	42,634.76

SECTION III. In addition to the base annual salary provided in Section II, each employee assigned to the Detective Bureau shall receive an additional increment in salary of \$800.00 per annum for 1989 and 1990. In 1991 the increment in salary shall be \$900.00 per annum.

SECTION IV. In addition to the annual salary, a merit incentive step program has been instituted for personnel of the Roselle Park Police Department. Such merit incentive step payment shall be determined according to the schedules set forth in each of the Agreements between the Borough of Roselle Park and the Roselle Park Police Supervisor's Group and the New Jersey State Policemen's Benevolent Association, Local #27, which are incorporated herein by reference. Members of the Roselle Park Police Department who are eligible for longevity, as set forth in Section VI of this ordinance, will not participate in this merit incentive program for 1989 and 1990. In 1991, all members of the Roselle Park Police Department will be eligible to participate as