

**AGREEMENT**

**Between**

**BOROUGH OF ROSELLE PARK**

**And**

**ROSELLE PARK POLICE SUPERVISORS' GROUP**

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**JANUARY 1, 2011 THROUGH DECEMBER 31, 2014**

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**TABLE OF CONTENTS**

|  | <u>PAGE</u> |
|--|-------------|
| PREAMBLE.....  | 1           |
| ARTICLE 1 – RECOGNITION.....   | 2           |
| ARTICLE 2 – MANAGEMENT RIGHTS.....   | 3           |
| ARTICLE 3 – EMPLOYER AND POLICE SUPERVISORS<br>GROUP ACTIVITIES.....           | 4           |
| ARTICLE 4 – GRIEVANCE PROCEDURE.....   | 5           |
| ARTICLE 5 – ARBITRATION PROCEDURE.....   | 7           |
| ARTICLE 6 – HOURS OF WORK AND OVERTIME.....                                    | 9           |
| ARTICLE 7 – CALL OUT/OVERTIME.....   | 12          |
| ARTICLE 8 – SALARIES.....  | 13          |
| ARTICLE 9 – MERIT INCENTIVE PROGRAM.....                                       | 15          |
| ARTICLE 10 – CLOTHING AND MAINTENANCE ALLOWANCE.....                           | 18          |
| ARTICLE 11 – HOSPITAL, MEDICAL, DENTAL AND DRUG<br>PRESCRIPTION INSURANCE..... | 19          |
| ARTICLE 12 – HOLIDAYS.....   | 22          |
| ARTICLE 13 – AUTOMOBILE EXPENSE.....   | 23          |
| ARTICLE 14 – PERSONAL DAYS.....  | 24          |
| ARTICLE 15 – VACATIONS.....  | 25          |
| ARTICLE 16 – SICK LEAVE.....   | 27          |
| ARTICLE 17 – “ACTING” POSITIONS.....   | 29          |
| ARTICLE 18 – SENIORITY.....  | 30          |
| ARTICLE 19 – RETENTION OF BENEFITS.....  | 31          |

|  |    |
|--|----|
| ARTICLE 20 – INSURANCE AND LEGAL REPRESENTATION..... | 32 |
| ARTICLE 21 – BEREAVEMENT LEAVE.....                  | 34 |
| ARTICLE 22 – BAN ON STRIKES.....                     | 35 |
| ARTICLE 23 – RULES AND REGULATIONS.....              | 36 |
| ARTICLE 24 – MUTUAL EXCHANGE OF SHIFTS.....          | 37 |
| ARTICLE 25 – SAVINGS.....                            | 38 |
| ARTICLE 26 – DISCHARGE.....                          | 39 |
| ARTICLE 27 – DURATION OF AGREEMENT.....              | 40 |
| ARTICLE 28 – FULLY BARGAINED AGREEMENT.....          | 41 |
| SCHEDULE A – SALARY GUIDE.....                       | 42 |

**PREAMBLE**

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, 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":

**WITNESSETH:**

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 1**

**RECOGNITION**

The Employer hereby recognizes the aforementioned Roselle Park Police Supervisors' Group as the exclusive representative for all of its Sergeants and Lieutenants in all matters pertaining to rates of pay, hours of work, and other negotiable terms and conditions of employment.

The provisions of this Agreement shall apply to the following employees:

**INCLUDED**

All full-time Sergeants and Lieutenants of the Borough of Roselle Park.

**EXCLUDED**

Chief of Police

Deputy Chief

Captain(s)

PBA Officers

Dispatcher(s)

Clerical Employee(s)

DPW Employees

And all other employees employed by the Borough.

## ARTICLE 2

### 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 by 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 3

#### EMPLOYER AND POLICE SUPERVISORS' GROUP ACTIVITIES

##### Section 1:

It is understood and agreed that there shall be no restraint, coercion, interference or discrimination 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 meetings with the permission of the Police Chief, which shall not be unreasonably withheld.

##### Section 4:

It is the policy of the Employer and the Police Supervisors' Group that provisions of this Agreement shall be applied to all covered employees without regard to sex, race, color, creed or national origin.

## ARTICLE 4

### GRIEVANCE PROCEDURE

A. Grievance shall be defined as a claim by a police officer or the Police Supervisors' Group based upon the interpretation, application or alleged violation of this Agreement, which adversely affects the terms and conditions of employment of a police officer or group of police officers, which terms and conditions of employment are governed by this contract.

B. A grievance shall be submitted as set forth in the Agreement within thirty (30) calendar days of the date the Sergeant/Lieutenant of Police Supervisors' Group knew or should have known of its occurrence. Once a grievance is properly filed, the same shall be processed in accordance with the grievance and arbitration provision of this Agreement. If the grievance is not presented within the aforementioned time period, it shall not thereafter be considered a grievance under this contract.

C. 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 Sergeant or Lieutenant may file a written grievance with the Chief of Police or, in his/her absence, a representative designated by the Chief of Police. A meeting on the written grievance shall be held within seven (7) working days of the filing of the written grievance between the Chief of Police or his/her designated representative. A decision thereon shall be rendered in writing by the Chief of Police within seven (7) working days after the holding of such meeting.



Step 2:

If the aggrieved party is not satisfied with the disposition of his/her grievance at Step 1, or if no written decision has been rendered within seven (7) working days after the presentation of that grievance at Step 1, within ten (10) calendar days thereafter, the matter may be referred by him/her or the Police Supervisors' Group to the Public Safety Committee. The grievance shall be filed with the Borough Clerk or his/her designee, who will provide the party filing the grievance with a receipt indicating the date and time when the grievance was received. A meeting on the grievance shall be held between him/her or the Police Supervisors' Group and the Police Committee within fourteen (14) working 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 Public Safety Committee shall render a final written decision within eighteen (18) working days of the date of the meeting.

Step 3:

If the aggrieved party is not satisfied with the disposition of his/her grievance at Step 2, or if no written decision has been reached within eighteen (18) working days after the presentation of that grievance at Step 2, the matter may be referred by the officer of the Police Supervisors' Group, to binding grievance arbitration in accordance with the procedures established by the New Jersey Public Employment Relations Commission.

## ARTICLE 5

### ARBITRATION PROCEDURE

Either party, the Borough or the Police Supervisors' Group may submit a grievance to arbitration..

#### Section 1:

The party desiring arbitration must notify the other party in writing of such desire within eighteen (18) working days after the decision in writing is given under the last step of the Grievance Procedure provided for in this Agreement. In the event the aggrieved party fails to serve said written notice of desire to arbitrate within eighteen (18) working days of the date of the written decision handed down under the last step of the Grievance Procedure provided for in this Agreement, then the grievance shall be considered as abandoned at the last step of the Grievance Procedure.

The arbitrator shall be appointed from the following panel, in rotating order:

- Richard Gwin
- Thomas Hartigan
- Joyce Klein
- James Mastriani
- Susan Osborn
- Arnold Zudick

If an arbitrator is unable to serve, the next arbitrator on the list, in rotating order, shall be appointed to serve, and so on, and so forth. In the event that the final arbitrator on the list is unable to serve, the parties shall appoint the first arbitrator from the list, again, and proceed through the panel, in rotating order.

Section 2:

Following notice of intent to arbitrate having been forwarded to the Borough, the PBA or its representative shall file with the next available arbitrator from the above-referenced list.

Section 3:

The arbitrator's authority shall be strictly limited to determining grievances involving the interpretation, application or alleged violation of the specific terms of the 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 19, 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 negotiable terms and conditions of employment.

The arbitrator shall confine himself/herself 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/her.

The arbitrator shall be bound by the provisions of this Agreement and by the applicable laws of the State of New Jersey and laws of the United States and decisions of the courts of the State of New Jersey and the United States.

The decision of the arbitrator shall be final and binding on both parties and he/she shall render an award in writing within thirty (30) calendar days after the last day of the hearing; and the arbitrator shall set forth the rationale for his/her decision in the award.

The arbitrator's fee shall be fully borne equally by the parties to the Agreement. Any other expenses including, but not limited to, witnesses shall be borne by the individual party incurring same.

Any Police Supervisors' Group employee may be represented at all stages of the arbitration procedures by himself/herself, or, at his/her option, by the Police Supervisors' Group.

Arbitration hearings and conferences shall be held at the Municipal Building.

## ARTICLE 6

### HOURS OF WORK AND OVERTIME

#### Section 1:

Annually, the Chief of Police shall review the schedule in effect at that time to ascertain its effectiveness. If the Borough decides to revert to the 5/2 work schedule at the end of the calendar year, it shall serve written notice of its intention to do so on the Police Supervisors at least 90 days prior to the end of the year. If the Police Supervisors object to the notice it shall notify the department and the parties agree to meet and confer in an effort to resolve any disputes concerning the schedule. If the parties are unable to reach an agreement, either party shall have the right to submit the dispute to expedited binding arbitration. Arbitrator Joel Weisblatt shall be designated as arbitrator. If Arbitrator Weisblatt shall be unable or unwilling to serve, the parties shall select another arbitrator in accordance with the grievance arbitration procedures of the Public Employment Relations Commission. The Borough and the Police Supervisors direct the arbitrator to consider the impact of the change to the current work schedule from the prior schedule including, but not limited to, its effect on department efficiency and effectiveness, including reduction of overtime, sick time, employee morale, productivity, staffing, training,

manpower coverage and the like. The arbitrator's decision shall be final on the parties. It is specifically understood that the Police Chief or his designee shall have the right to adjust the shifts for training, schools or special assignment. It is also understood by the parties, once the employee makes his/her preference for the yearly shifts, the Chief of Police reserves the right reasonably to adjust the shifts to reflect proper balance between inexperienced and experienced officers as well as other legitimate management concerns such as safety and security of the Borough, siblings working together, and personality conflicts. The Chief shall not be arbitrary or capricious in such determinations, and such decisions shall be subject to the grievance procedure.

Section 2:

Overtime shall be defined as all work beyond normal tour of duty or all departmental time worked during an employee's regular days off or time off. Further, employees shall not be permitted to preserve overtime worked (Article 6, Section B-1), by utilizing the Sick Leave conversion policy on either the first day or the last day of their four (4) day tour of duty.

Section 3:

The Borough agrees to minute-for-minute compensation providing the forty (40) hour work week has been adhered to:

|                  |   |
|------------------|---|
| 0 to 30 minutes  | Time and one-half compensatory time               |
| 31 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/her regularly scheduled time off, he/she shall receive a minimum of two (2) hours pay at the rate of 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/her off-duty time, he/she shall receive time and one-half for all minutes worked. This provision excludes any officer subpoenaed by the Police Supervisors' Group or an officer to appear in court proceedings on behalf of a member of the Police Supervisors' Group, such as disciplinary action.

Section 6:

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

Section 7:

The Chief of Police or his/her designated representative has the authority to hold staff meetings on a monthly basis or at his/her discretion not to exceed twelve (12) per year. The aforesaid meetings are to be held on a rotating basis (or at a mutually agreed time) and attendance at said staff meetings shall be without additional compensation. Should any of the aforementioned meetings exceed one hour, the officer who is off-duty shall receive compensatory time for that time beyond one hour.

Section 8:

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 7

### CALL OUT/OVERTIME

The current call-in procedure will be incorporated in this Agreement. There will be no compensatory time or compensation if an officer is skipped. The officer will be placed at the top of the list for next available overtime or outside detail.

## ARTICLE 8

### SALARIES

#### Section 1:

All employees shall be entitled to increment movement payments only for the calendar year of January 1, 2011.

#### Section 2:

Effective January 1, 2012, all employees covered by this Agreement shall receive a 2.0% increase to their base salaries.

#### Section 3:

Effective January 1, 2013, all employees covered by this Agreement shall first have \$725.00 added to their base pay and then receive a 2.25% increase to their base salaries.

#### Section 4:

Effective January 1, 2014, all employees covered by this Agreement shall receive a 2.0% increase to their base salaries. Schedule "A" provides pay treatment for 2011, 2012, 2013, 2014.

Section 5:

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/she must be paid either on his/her regularly scheduled pay day or on the day preceding after 3:00 p.m. However, if an officer is on vacation, he/she may receive his/her 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 (4) weeks prior to the aforesaid vacation day.

Section 6:

In addition to the base annual salary provided in Schedule "A" each employee assigned to the Detective Bureau or Traffic Safety shall receive an additional increment in salary of \$1,500.00 per annum.



**ARTICLE 9**

**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.

For the periods starting January 1, 2011, 2012, 2013, 2014:

| <u>Incentive Step</u> | <u>Points Required</u> | <u>Dollar Value Per Point</u> | <u>Additional Compensation</u> |
|-----------------------|------------------------|-------------------------------|--------------------------------|
| 1 <sup>st</sup>       | 30                     | \$11.00                       | \$330.00                       |
| 2 <sup>nd</sup>       | 45                     | \$11.00                       | \$495.00                       |
| 3 <sup>rd</sup>       | 70                     | \$11.00                       | \$770.00                       |
| 4 <sup>th</sup>       | 90                     | \$11.00                       | \$990.00                       |
| 5 <sup>th</sup>       | 110                    | \$11.00                       | \$1,210.00                     |
| 6 <sup>th</sup>       | 120                    | \$11.00                       | \$1,320.00                     |
| 7 <sup>th</sup>       | 140*                   | \$11.00                       | \$1,540.00*                    |
| 8 <sup>th</sup>       | 160*                   | \$11.00                       | \$1,760.00*                    |

\*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. After January 1, 1980, each class hour at approved course of more than eight (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.

2. Each full year of service in the department – 1 point. This cannot be counted twice. If credit given under longevity, cannot be applied here.

3. 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.

4. Qualifying average mark of eighty (80%) percent or above in annual in-service training examinations – 1 point.

5. 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.

6. Associates Degree – 15 points.

7. Associates Degree in Police Science – 25 points.

8. Baccalaureate Degree – 35 points.

9. 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.

### Section 4:

Payment of merit incentive compensation shall be included as part of the annual salary for pension calculation and shall not be added to the base salary for payment of overtime. Payment of merit incentive compensation will be made in the regular pay periods.

## ARTICLE 10

### CLOTHING AND MAINTENANCE ALLOWANCE

#### Section 1:

Each Sergeant and Lieutenant shall receive an annual clothing maintenance allowance. Upon ratification of this contract, each employee shall be entitled to receive a clothing and maintenance allowance of Seven Hundred Twenty-Five Dollars (\$725.00) for 2011 and 2012. A uniform maintenance payment shall be provided following the submission of an original receipt to the Chief Financial Officer or his/her designee. Effective January 1, 2013, employees shall no longer receive uniform maintenance payments.

If an employee damages a uniform or a part thereof in the line of duty, the Borough will replace the damage item or items. Section 2:

The Borough will endeavor to make any changes in the 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.

## ARTICLE 11

### HOSPITAL, MEDICAL, DENTAL AND DRUG PRESCRIPTION INSURANCE

#### Section 1 – Hospital and Medical Insurance

The Borough shall provide all members of the Police Supervisors' Group and their families with coverage for hospital and major medical insurance through the New Jersey State Health Benefits Plan. The Borough shall have the right to substitute a different hospital and major medical insurance carrier provided replacement coverage is substantially similar to that afforded by the current carrier. The Borough shall bear the costs of all premiums for Police Supervisors' Group and their families during the term of this contract. If applicable all employees shall pay all health benefit contributions pursuant to State law.

#### Section 2 – Retirement Coverage

The Borough of Roselle Park shall pay the full cost of such hospitalization and drug prescription program insurance for a member of the Roselle Park Police Supervisors' Group upon retirement after twenty-five (25) years of pensionable service that includes twenty (20) years of service with the Borough or when a member of the Roselle Park Police Supervisors' Group becomes disabled in the line of duty. This coverage shall include the member's spouse and children until they attain the age of twenty-three (23) and will remain in effect until the member reaches the age of sixty-five (65) years. The coverage shall be at the rate of the least expensive premium for any family plans offered by the Borough. If applicable retirees shall pay all health benefit contributions pursuant to State law. Members who wish to participate in the family plan at retirement in a plan offered by the Borough and/or for children aged eighteen (18) to twenty-three (23) that is more expensive shall pay the difference between the least expensive premium and the premium for the family plan selected by the member. This benefit is not

available to those employed after September 1, 2007. Members choosing not to receive insurance at retirement will be entitled to receive a Five Thousand Dollar (\$5,000) buyback per year until they reach age sixty-five (65). Effective May 21, 2010 any officers who had not opted out prior to May 21, 2010 shall be paid the amounts set forth in applicable law, currently 25% of the Borough's saving or \$5,000 whichever is less. Officers who have opted out prior to May 21, 2010 shall be grandfathered and shall receive the greater contractual amount.

Upon attaining the age of sixty-five (65), the member may continue in the Borough's hospitalization and drug prescription program providing he/she 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 day of the calendar month in which his/her sixty-fifth (65<sup>th</sup>) birthday occurs. Failure to exercise this option will result in the forfeiture of continuance in the Borough's Insurance Program

### Section 3 – Dental Plan

The Borough shall provide all Police Supervisors' Group employees and their families with dental insurance coverage through the State Health Benefits Plan. The Borough shall have the right to substitute a different dental insurance carrier, provided that the replacement coverage is substantially similar to that afforded by the current carrier. The Borough shall bear the costs of all premiums for Police Supervisors' Group employees and their families during the term of this contract.

Newly hired employees, their wives and children shall not be entitled to the benefits of this dental insurance program until the employee has completed twelve (12) months of service with the Borough Police Department.

Employees shall have the entire first month of the year in which to inform the Borough of a change in their status for this insurance program for the current year.

Section 4 – Drug Prescription Program

The Borough shall provide all Police Supervisors' Group officers and their families with coverage under a drug prescription program through the State Health Benefits Plan. The Borough shall, thereafter, have the right to substitute a different drug prescription carrier, provided that replacement coverage is substantially similar to that afforded by the current carrier. The Borough shall bear the costs of all premiums for Police Supervisors' Group employees and their families for the term of this contract. Effective January 1, 2004 the co-pay for drug prescription insurance shall be as follows for all current employees and future retirees:

- (a) Mail order           (90 day supply \$20.00 generic, \$30.00 name brand)
- (b) Generic               \$10.00
- (c) Brand Name         \$15.00

Section 5:

Effective January 1, 2004 any employee who declines to be enrolled in the medical program shall receive the sum of \$5,000.00 for each year of the agreement in lieu of said coverage.

## ARTICLE 12

### HOLIDAYS

#### Section 1:

Each employee shall receive fifteen (15) holidays per year in the following manner:

Ten (10) paid holidays at the regular rate of pay – compensated at eight (8) hours.

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

#### Section 2:

Request for holidays may be submitted to the Chief of Police for approval three (3) days prior to the holiday. All holidays must be submitted by October 31<sup>st</sup>. If a holiday pick is not made by October 31<sup>st</sup>, the officer will be contacted to select a mutually agreeable date. If the officer does not comply within five (5) days of notification, then he/she will be assigned a date. Employees are entitled to two (2) priority holidays per year. Precluded from consideration of “priority holidays” shall be July 4<sup>th</sup>, Thanksgiving, Christmas Eve, Christmas Day, New Year’s Eve and New Year’s Day.

#### Section 3:

All paid holidays shall be included as part of the annual salary for pension calculation and shall not be added to base salary for payment of overtime. Payment of holiday compensation will be made in the regular pay periods.

## ARTICLE 13

### AUTOMOBILE EXPENSE

When an employee uses his/her own motor vehicle on police business, including but not limited to County Court, State Court and Division of Motor Vehicle appearance, he/she shall be reimbursed at the rate set by the U.S. Treasury, Internal Revenue Division (IRS rate), 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 14

### PERSONAL DAYS

A. Each employee shall receive three (3) eight hour personal days per year (twelve hour days for 12 hour personnel). These personal days can be utilized at the discretion of the employee provided there is sufficient manning to cover the employee's shift. An employee shall be required to give twenty-four (24) hour prior notification to the Borough before taking a personal day. The twenty-four (24) hour advance notification requirement may be waived in cases of emergency. However, documentation may be required by the Borough for approval. If the employee has not used his/her personal days by the end of the calendar year, the Borough shall pay the employee his/her three (3) days pay at his/her regular daily rate for an eight (8) hour day regardless of which schedule employee works.

B. Employees hired after 7/1/00 shall receive personal days as follows:

After completion of one year to completion of five years – 1 day

After completion of five years to completion of ten years – 2 days



After completion of ten years forward – 3 days.

Effective January 1, 2012, Section B shall no longer be applicable.

**ARTICLE 15**

**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 (Academy, 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 |

Employees hired after 7/1/00 shall enjoy the following vacation schedule:

|  |                 |
|--|-----------------|
| At the completion of one year                                | 10 working days |
| At the completion of two years<br>to completion of ten years | 12 working days |

|   |                 |
|---|-----------------|
| At the completion of ten years<br>to completion of fifteen years    | 14 working days |
| At the completion of fifteen years<br>to completion of twenty years | 15 working days |
| At the completion of twenty years<br>Forward                        | 16 working days |

Effective January 1, 2012, this section regarding employees hired after 7/1/00 shall no longer be applicable and said employee will follow the pre 7/1/00 vacation schedule.

Section 3:

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

Section 4:

All vacations must be submitted by September 30<sup>th</sup> of each year as per current practice. Up to four (4) vacation days may be converted to compensatory days which can be carried over to following years. Employees must notify the Chief of Police or his/her designee in writing by September 30<sup>th</sup> of their desire to convert days.

Section 5:

If an officer does not select vacation by September 30<sup>th</sup>, he/she will be contacted to select a date. If the officer does not select a date within five (5) days of notification, then a date will be assigned.

**ARTICLE 16**

**SICK LEAVE**

A. Each employee with less than one (1) year of full-time service shall be allowed one (1) day of sick leave with pay for every month of employment.

B. (1) Each employee with more than one (1) year of full-time service shall be allowed fifteen (15) days of sick leave with pay per annum. (One hundred twenty hours for 12 hour personnel). An employee may accrue an unlimited number of days of unused sick leave for a confirmed (Doctor's Certificate) long-term illness or disability.

(2) Employees hired after 7/1/00 shall be eligible for 80 hours per year. (Effective January 1, 2012, this section (2) shall no longer be applicable.)

C. However, upon retirement, an employee may elect to receive a cash payment equalling one (1) day's regular base pay for each three (3) days of unused sick leave time, up to a maximum of two hundred (200) days and payout not to exceed \$6,000.00 even though the employee may accrue unused sick leave beyond the maximum of two hundred (200) days. Long-term disability is defined as any illness or disability beyond nine (9) calendar days.

D. Any Police Supervisor electing the cash payment option provided for in this Article shall notify the Borough Collector-Treasurer of such election by January 1<sup>st</sup> of the year scheduled for retirement. Employees adhering to the January 1 deadline will be paid unused sick leave time upon retirement from the Borough. Any employee not adhering to the January 1 requirement shall receive payment for unused sick leave on or before February 1 of the succeeding year.

E. Each employee who is absent on account of sickness in excess of two (2) successive working days shall be required to submit to the Borough a written statement from the attending or treating physician verifying the nature and extent of the sickness.

F. The Borough shall have the right at any time to have an employee, who is absent on account of sickness, examined by a physician at the Borough's expense upon his/her return to work in order to report on his/her condition.

G. Where an employee is to be absent for reasons that entitle him/her to sick leave, dispatch line shall be notified a minimum of two (2) hours prior to the employee's starting time except in case of emergency.

1. Failure to so notify dispatch line prior to employee's starting time may constitute cause for disciplinary action.

2. Absence without notice for three (3) consecutive days shall constitute an abandonment of job.

3. The Borough may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances.

## ARTICLE 17

### “ACTING” POSITION

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 (2) consecutive weeks after being appointed to such position or capacity by the Chief of Police.

## ARTICLE 18

### SENIORITY

For the purpose 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 shall be utilized with respect to all privileges currently enjoyed by the Police Supervisors’ Group, including, but not limited to, selection of vacations and selection of days off. Officers shall select their days off by time in grade instead of time with the Borough Police Department.

## ARTICLE 19

### 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 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 2, Management Rights.

#### Section 2:

For the 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 20

### INSURANCE AND LEGAL REPRESENTATION

#### Section 1 – Civil Action

The Borough agrees to continue to maintain in full force and affect 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:14-15.5, 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/her 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/she shall be reimbursed for the expense of his/her defense. The obligation of the Borough to pay reimbursement of legal fees hereunder is limited solely to reasonable attorney fees and charges (not to exceed One Hundred Seventy-Five Dollars (\$175.00) per hour).

## 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/she retains private counsel in his/her 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 (not to exceed One Hundred and Seventy-Five Dollars (\$175.00) per hour). 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. 40A:14-155.



## ARTICLE 21

### BEREAVEMENT LEAVE

The Borough agrees to grant an employee a Bereavement Leave with full pay when a death occurs in the employee's immediate family. The employee's immediate family is considered to include: spouse, children, brother, sister, parents, parents-in-law, grandparents, grandparents-in-law, grandchildren and brother or sister-in-law.

Bereavement leave with pay shall not exceed three (3) consecutive working days.

In all cases, the Borough may request submission of proof.

## ARTICLE 22

### 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 this 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 member officers, 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 23

### 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 negotiable provisions of the 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 24

### MUTUAL EXCHANGE OF SHIFTS

#### Section 1:

Upon mutual agreement, any individual officer may request to exchange his/her normal work shift, or portion thereof, with that of another officer, provided written notice is given to the Chief of Police or his/her designee no later than twenty-four (24) hours prior to the commencement of the shift to be exchanged, subject to the prior approval of the Chief or his/her 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 twenty-four (24) hour notice requirement shall not be applicable.

## ARTICLE 25

### 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 provision caused by Federal or State, Judicial or Administrative Agency decisions of competent jurisdiction.

**ARTICLE 26**

**DISCHARGE**

A. The Borough retains the right to remove employees for just cause or reason. The Borough agrees to advise the Police Supervisors' Group of any such removal and the reasons therefore. Just cause or reason shall include, but not be limited to: incapacity, misconduct or disobedience of rules and regulations established by the Borough for the operation of its Police Department.

B. The Borough will follow the procedures for removal and suspension of Police Officers as set forth in N.J.S.A. 40A:14-147.

ARTICLE 27

DURATION OF AGREEMENT

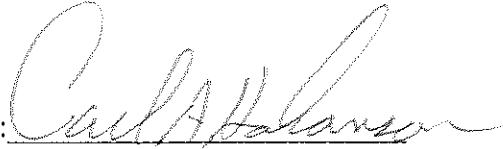
This Agreement shall be in effect from January 1, 2011 until December 31, 2014, or the date on which a new contract is executed, whichever occurs later.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

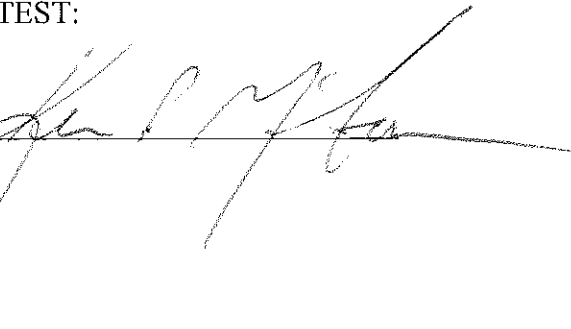
ROSELLE PARK POLICE  
SUPERVISORS' GROUP

By: 

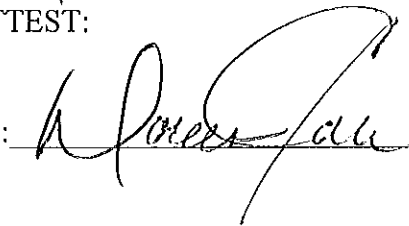
BOROUGH OF ROSELLE PARK

By: 

ATTEST:

By: 

ATTEST:

By: 

## ARTICLE 28

### FULLY BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues, which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to renegotiate with respect to any such matter covered by this Agreement.



**SCHEDULE "A**

**SALARY GUIDE FOR 2011, 2012, 2013, 2014**

**POLICE SUPERVISORS' SALARIES**

In accordance with Article 8, Sections 3 and 6, Base Salary Schedule for Roselle Park Supervisors' Group is as follows:

| <b>Classification</b> | <b><u>.00%</u><br/><u>Effective</u><br/><u>1/1/2011</u></b> | <b><u>2.00%</u><br/><u>Effective</u><br/><u>1/1/2012</u></b> | <b><u>Add</u><br/><u>\$725.00</u><br/><u>Plus 2.25%</u><br/><u>Effective</u><br/><u>1/1/2013</u></b> | <b><u>2.00%</u><br/><u>Effective</u><br/><u>1/1/2014</u></b> |  |
|-----------------------|---|--|--|--|--|
| <b>Sergeant</b>       | \$95,515.18   | \$97,425.48  | \$100,358.87   | \$102,366.05   |  |
| <b>Lieutenant</b>     | \$100,814.07  | \$102,830.35   | \$105,885.35   | \$108,003.05   |  |