

A G R E E M E N T

BETWEEN

Roselle, Borough of
BOROUGH OF ROSELLE, NEW JERSEY

AND

ROSELLE BOROUGH LOCAL 99
POLICEMEN'S BENEVOLENT ASSOCIATION

X

JANUARY 1, 1980 through DECEMBER 31, 1981

ROBERT BRADLEY PLACKMAN, ESQ.
1997 ROUTE 27
EDISON, NEW JERSEY 08817

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PREAMBLE

This Agreement, effective as of the first day of January, 1980, by and between the Borough of Roselle, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Borough", and the Policemen's Benevolent Association, Local No. 99, hereinafter referred to as the "P.B.A.", is designed to maintain and promote a harmonious relationship between the Borough of Roselle and such of its employees who are within the bargaining unit defined in Article I hereof in order that more efficient and progressive public service may be rendered to the community.

ARTICLE I
RECOGNITION

A. The Borough hereby recognizes the P.B.A. as the exclusive majority representative within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq. for collective negotiations concerning terms and conditions of employment for all police officers employed by the Borough excluding the Chief of Police, Police Captains, and Police Lieutenants.

B. Unless otherwise indicated, the terms "police officer", "employee", or "employees", whenever used in this Agreement, refer to all persons represented by the P.B.A. in the above-defined bargaining unit.

ARTICLE II

MANAGEMENT RIGHTS

A. Except as modified by this Agreement, the Borough expressly reserves and retains all of the statutory, common law and administrative rights to the management and operation of the Roselle Police Department which it possessed prior to the effective date of this Agreement. Nothing herein contained shall affect the statutory and common law rights of the members of the Roselle Police Department.

ARTICLE III

SALARIES

A. Commencing January 1, 1980, the salaries shall be as follows:

Patrolmen

Probationary (From date of employment to three months following successful completion of accredited schooling).....	\$13,447.00
Fourth Grade (1st year following successful completion of Probationary period).....	14,682.00
Third Grade (2nd Year).....	16,186.00
Second Grade (3rd Year).....	16,859.00
First Grade (4th Year).....	17,686.00
Sergeants.....	19,132.00

B. Commencing July 1, 1980, the salaries shall be as follows:

Probationary (From date of employment to three months following successful completion of accredited schooling).....	\$13,447.00
Fourth Grade (1st year following successful completion of Probationary period).....	14,976.00
Third Grade (2nd Year).....	16,509.00
Second Grade (3rd Year).....	17,196.00
First Grade (4th Year).....	18,040.00
Sergeants.....	19,515.00

SALARIES (continued)

C. Commencing January 1, 1981, the salaries shall be as follows:

Patrolmen

Probationary (From date of employment to three months following successful completion of accredited schooling).....	\$13,447.00
Fourth Grade (1st year following successful completion of Probationary period).....	14,976.00
Third Grade (2nd Year).....	17,170.00
Second Grade (3rd Year).....	17,884.00
First Grade (4th Year).....	18,762.00
Sergeants.....	20,295.00

D. Commencing July 1, 1981, the salaries shall be as follows:

Patrolmen

Probationary (From date of employment to three months following successful completion of accredited schooling).....	\$13,447.00
Fourth Grade (1st year following successful completion of Probationary period).....	14,976.00
Third Grade (2nd Year).....	17,857.00
Second Grade (3rd Year).....	18,599.00
First Grade (4th Year).....	19,512.00
Sergeants.....	21,107.00

ARTICLE IV

WORK SCHEDULE

A. Each unit member shall work the following schedule:

Four consecutive eight (8) hour days followed by two (2) consecutive days off, except those employees, who, because of the nature of their assignment, are required to work five (5) consecutive eight (8) hour days followed by two (2) consecutive days off. All employees required to work the latter schedule shall receive added compensation of one and one-half (1 1/2) days compensatory time per month worked on the schedule. The work day shall consist of eight (8) consecutive hours.

B. Each unit member shall be required to report for work fifteen (15) minutes prior to the scheduled start of his shift and overtime shall commence fifteen (15) minutes prior to the scheduled end of the shift. Each unit member who reports past the time designated herein shall be penalized by the loss of appropriate compensatory time at the rate of two (2) minutes for each minute beyond the designated report time. With the Agreement of the Officer held beyond his normal shift awaiting arrival of the late officer, no compensation shall be granted nor penalty imposed. Each unit member shall be required to work beyond his normal shift if determined by the officer in charge that the work situation so requires.

C. Each eight (8) hour day shall include a one-half (1/2) hour lunch break. Each holiday shall include a one (1) hour lunch break, except in emergency situations.

WORK SCHEDULE (continued)

D. Any unit member granted a day off due to a short swing resulting from a change in the schedule shall be granted that day off without loss of pay. Further, no unit member shall be required to work two shifts in the same day. Each unit member will have at least (8) hours off between shifts.

E. Nothing herein shall affect the statutory right of the person in charge of the Department to require such overtime as he deems necessary for the Public Safety. The Chief or his designated representative shall have the authority to adjust the work schedule as necessity dictates.

ARTICLE V

OVERTIME, CALL-IN-TIME, COURT TIME

x A. All police officers covered by this Agreement, shall be compensated for each hour overtime worked, at time and one-half (1 1/2) their regular hourly rate of pay, based on a thirty-seven and one-half (37 1/2) hour work week. Overtime shall be defined as follows:

1. Any work in excess of a police officers regularly assigned eight (8) hour work shift.

B. In the event that any police officer covered by this Agreement is called in for duty during his off-duty time, he shall be compensated for two (2) hours work, or for all time worked, at time and one-half (1 1/2) their regular hourly rate of pay, whichever is greater.

C. In the event that any off-duty police officer is required in the performance of his duty to appear in any criminal court, or any administrative hearing, the police officer shall receive time and one-half (1 1/2) their regular hourly rate of pay, for each hour worked.

D. All personnel shall be paid bi-weekly and checks may be picked up at 12:00 p.m. midnight on Thursday prior to regular pay-days for personnel working the 4:00 p.m. to 12:00 p.m. midnight and the 12:00 p.m. midnight to 8:00 a.m. shifts.

E. All money in compensation for overtime, call-in-time, or court time shall be paid on the second pay period following the date worked.

OVERTIME, CALL-IN-TIME, COURT TIME (continued)

F. All retroactive pay shall be paid within sixty (60) days of the introduction of the Salary Ordinance provided that the Ordinance shall be introduced at the Council meeting immediately following the negotiated settlement.

ARTICLE VI

LONGEVITY AND DETECTIVE ALLOWANCE

A. In addition to Salaries received in Article III, all employees covered by this Agreement shall be paid as hereinafter fixed and determined, such longevity pay to be considered as additional compensation based upon length of service of such employees according to the following schedule:

6th through 10th year of service	2 per cent
11th through 15th year of service	4 per cent
16th through 20th year of service	6 per cent
21st through 25th year of service	8 per cent
26th year of service and over	10 per cent

B. Such additional compensation shall be based upon the annual base salary of each employee including detective allowances, exclusive of any additional compensation of any nature including grade adjustments, special allowances and hospital and medical insurance contributions.

C. A year of service shall be any year in which the employee has worked an average of at least thirty seven and one-half (37 1/2) hours per week.

D. In calculating said additional compensation, the base salary in effect on the anniversary date of full time employment with the Borough of Roselle shall be used for such purpose. The dates of calculation, however, shall be January 1st and July 1st, with all anniversaries falling between January 1st and June 30th, becoming effective January 1st, and all anniversaries falling between July 1st and December 31st becoming effective July 1st.

LONGEVITY AND DETECTIVE ALLOWANCE (continued)

E. Effective January 1, 1981, all employees covered by this Agreement and hired subsequent to March 20, 1975 shall be entitled to and receive longevity compensation in the same manner as those employees receiving longevity compensation who were hired prior to March 20, 1975.

F. Effective January 1, 1981, a maximum ceiling of \$1,700.00 shall be placed on longevity provided, however, all employees who as of December 31, 1980 were receiving more than \$1,700.00 shall be permitted to continue to receive longevity pay, as they were receiving it, prior to this Agreement.

G. In accordance with the applicable Ordinance, each police officer appointed by the Mayor and Council as a detective shall receive a special allowance of Seven Hundred Fifty (\$750.00) dollars in addition to his regular compensation.

ARTICLE VII

BENEFITS AND OBLIGATIONS CONFERRED BY ORDINANCE

A. Except as otherwise provided herein, all benefits and obligations which have heretofore inured to the employees pursuant to applicable Ordinances shall be continued during the term of this agreement. Such benefits shall include, but not be limited to the following:

- × 1. Longevity Compensation
2. Retirement and Pension Benefits
3. Hospital and Medical Insurance
4. Vacation

ARTICLE VIII

HOLIDAYS AND VACATIONS

A. As in the past, each police officer shall be paid at his regular rate of pay for ten (10) holidays. One-half (1/2) of this amount shall be paid on the last pay period in June and one-half (1/2) of this amount shall be paid on the last pay period in November.

B. Upon advance notice and subject to reasonable approval of the Chief of Police or his designate, each police officer shall be entitled to two (2) holiday leave days without pay.

C. Paid vacation days shall be granted to employees according to the following schedule:

Employees with less than 1 year, but with 1 month or more service	1 running day per month
Employees with 1 or 2 years service	18 running days
Employees with 3 or 4 years service	21 running days
Employees with 5 through 9 years service	23 running days
Employees with 10 through 14 years service	25 running days
Employees with 15 through 19 years service	27 running days
Employees with 20 or more years service	30 running days

D. Vacation pay shall be included with the last regular pay check prior to vacation if sufficient notice of vacation is given. Each member shall be responsible for all appropriate deductions on demand.

ARTICLE IX

CLOTHING AND EQUIPMENT

A. As in the past, all clothing and equipment will be issued by the Borough to each uniformed police officer. In lieu of any replacement or maintenance allowance, the Borough agrees to replace any clothing or equipment items which are worn, damaged, or destroyed. In lieu of the above, all plain clothes officers shall receive a two hundred fifty (\$250.00) dollar clothing allowance.

B. All police vehicles will be maintained in a proper working condition. Any deficiencies noted by an employee shall be reported in writing on an approved form in five (5) copies to each of the following:

Chief of Police

Officer responsible for vehicle maintenance

Mayor

Borough Administrator

Employee reporting deficiency

ARTICLE X

GRIEVANCES

A. The following procedure for adjusting grievances between the municipality and P.B.A. Local 99 is intended to provide the Borough and P.B.A. Local 99 with full opportunity for the presentation and hearing of grievances with the expectation that same will be resolved at the earliest possible stage.

Should a grievance arise between the Borough and the P.B.A. as to the meaning, application or operation of any of the provisions of the contract between the Borough and the P.B.A., such grievance shall be presented by either party to the Chief of Police as hereinafter set forth in Step 1, with no more than ten (10) days from the date of which the grievance came into being and processed in the manner set forth hereinafter.

Step 1. The appropriate P.B.A. representatives, the aggrieved party, and the Chief of Police and/or his representatives shall meet no later than ten (10) days after the presentation of said grievance with a view toward reaching a settlement of the dispute. Should an agreement not be reached within ten (10) days from the date of the meeting, the aggrieved party, through his designated representatives, shall furnish a written statement of the grievance to the Chief on a form provided by the Borough for referral of same to Step 2.

Step 2. Within ten (10) days from the date of submission of the written statement hereinbefore referred to, the appropriate P.B.A. representatives, the aggrieved party and the Borough

GRIEVANCES (continued)

Administrator shall meet with a view toward reaching a settlement of the dispute. Should an agreement not be reached within ten (10) days from the date the grievance is presented to the appropriate parties under the terms of Step 2., the aggrieved party, through his designated representatives, shall furnish a written statement of the grievance to the Borough Administrator on a form provided by the Borough for referral to Step 3.

Step 3. Within ten (10) days from the date of submission of the written statement hereinbefore referred to, the appropriate P.B.A. representatives, the aggrieved party, and the Mayor and Council shall meet with a view toward reaching a settlement of the dispute. Should an agreement not be reached within two (2) weeks from the date the grievance is presented to the appropriate parties under the terms of Step., the aggrieved party, through his designated representatives, may submit the grievance to the State Public Employment Relations Commission for the assignment of an Arbitrator.

ARTICLE XI

ARBITRATION

A. Any grievance involving the interpretation or application of the provisions of this Agreement, not settled by the Grievance Procedure as herein provided, may be referred to an Arbitrator as hereinafter provided.

B. Either party may institute Arbitration proceedings when the Grievance Procedure has been exhausted by written demand upon the other party specifying the nature of the unsettled grievance or other matter in dispute. Within Fifteen (15) days following the presentation of such demand, the party demanding Arbitration shall request the Public Employment Relations Commission to appoint an Arbitrator to hear the dispute in the manner set forth in the Rules and Regulations and Statement of Procedure of the Public Employment Relations Commission.

C. The decision of the Arbitrator shall be in writing and shall include the reasons for each finding and conclusion.

D. The decision of the Arbitrator shall be final and binding on the P.B.A. and the Borough.

E. The reasonable expenses of the Arbitrator hereinbefore referred to shall be borne equally by the Borough and the P.B.A. and the reasonable expenses of the witnesses called by one or the other of the parties to the grievance shall be borne by them respectively. In the event that the P.B.A. requires the attendance of witnesses at said hearing employed by the Borough, the latter

ARBITRATION (continued)

agrees to release the witnesses as requested, if same can be done without detriment to the public good, without penalty to such witnesses; similarly, in the event the Borough requires the attendance of witnesses at said hearing who are members of the P.B.A. the latter agrees to release the witnesses as requested without penalty to such witnesses.

F. Nothing in the within grievance procedure shall eliminate, repeal, or modify local Ordinances, procedures, or Civil Service procedures regarding disciplinary action filed against an individual member or members of the Department for violation of the Department's Rules and Regulations.

G. It is agreed that the time limits set forth in Items A., B., and C. may be waived by mutual agreement of both parties, and where due to circumstances beyond their control, either party may request an extension of time, but in no case shall a meeting date be later than thirty (30) days in each Step from the date of presentation of the grievance.

H. It is further agreed that additional meetings in each Step may be held by mutual consent, with a view to reaching an agreement at the lowest possible Step and that the Borough Administrator and the Chief of the Department or his authorized representative may be present at any or all meetings.

ARTICLE XII

RETENTION OF BENEFITS

A. In accordance with the schedule agreed upon by the parties and incorporated herein, the Borough agrees to maintain during the term of the Agreement all benefits which the employees have enjoyed prior to the commencement of these collective negotiations, to wit:

1. Duty roster changes will be permitted on five (5) days notice when approved by the Chief or his designate.

2. State Delegate or State Officer granted time off with pay upon five (5) days notice for all state, county, tri-county and local meetings. A letter of meeting date shall be presented to the Chief or his designate with permission granted.

3. a. Death in immediate family: Maximum of three (3) days off except as required with the approval of the Chief. Immediate family includes spouse, child, parent, brother, sister, mother or father of spouse.

4. b. Death of other family members: One (1) day off, 8:00 a.m. to 4:00 p.m. shift, for the day of the funeral of brother-in-law, sister-in-law, aunt, uncle, niece, nephew or grandparent of both spouses.

ARTICLE XIII

DENTAL AND PRESCRIPTION PLAN

A. The Borough shall provide a dental program for all employees covered by this Agreement.

B. Effective October 1, 1980, the Borough shall contribute Four Dollars Forty Cents (\$4.40) per month for dental coverage for each employee's spouse.

C. The employee shall have the option, effective October 1, 1980, of providing coverage for his dependents, other than his spouse, under the Dental plan. This expense shall be borne by the employee.

D. Effective July 1, 1981, the Borough shall provide all employees covered by this Agreement, with a Drug Prescription plan. Plan to be provided will be a One (\$1.00) dollar deductible on each prescription, with Six (\$6.00) dollars per month premium being paid by the Borough for each employee covered by this Agreement, and Two Dollars Sixty-five Cents (\$2.65) per month premium being paid by each employee covered by this Agreement.

ARTICLE XIV

LEGAL REPRESENTATION

A. The Borough shall provide legal advice and counsel to each member pursuant to present New Jersey Statutes (particularly N.J.S.A. 40A:14-155).

ARTICLE XV

BULLETIN BOARD

A. The Borough will provide a bulletin board in a conspicuous location for the use of the Association for posting notices concerning union business and activities. All such notices shall be posted only upon the authority of the officially designated union representatives, and shall not contain any salacious, inflammatory, annoying or controversial material. The Chief of Police, or his representative, may have removed from the bulletin board any material which is not in conformance with the intent and provisions of this Article.

ARTICLE XVI

RULES AND REGULATIONS

A. The Borough agrees that it will not establish new work or regulations or modify or amend existing work rules or regulations, or modify or amend existing work rules or regulations governing wages, hours, or working conditions without prior negotiations with the Association.

ARTICLE XVII

MAINTENANCE OF OPERATIONS

A. It is recognized that the need for continued and uninterrupted operation of the Borough's Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operation.

B. The Union covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Borough.

C. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned including but not limited to publicly disavowing such action and directing all such members who participate in such activities to cease and desist from same immediately and to return to work.

D. In the event of a strike, slowdown, walk-out or job action, it is covenanted and agreed that participation in any such activity by a member of the Union shall entitle the Borough to take appropriate disciplinary action including the possibility of discharge in accordance with applicable law.

MAINTENANCE OF OPERATIONS (continued)

E. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.

ARTICLE XVIII

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XIX

REPRESENTATION FEE IN LIEU OF DUES

A. Purpose of Fee If an employee covered by this Agreement does not become a member of the P.B.A. during any membership year (i.e., from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the P.B.A. for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the P.B.A. as majority representative.

B. Amount of Fee

1. Notification Prior to the beginning of each membership year, the P.B.A. will notify the Borough in writing of the amount of the regular membership dues, initiation fees and assessments charged by the P.B.A. to its members for that membership year. The representation fee is to be paid by nonmembers will be equal to 85% of that amount.

2. Legal Maximum In order adequately to offset the per capita cost of services rendered by the P.B.A. as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the P.B.A. to its own members, and the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become

REPRESENTATION FEE IN LIEU OF DUES (continued)

effective as of the beginning of the membership year immediately following the effective date of the change.

C. Deduction and Transmission of Fee

1. Notification Once during each membership year covered in whole or in part by this Agreement, the P.B.A. will submit to the Borough a list of those employees who have not become members of the P.B.A. for the then current membership year. The Borough will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the P.B.A.

2. Payroll Deduction Schedule The Borough will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question and until such time as a new Agreement is executed. The deductions will begin with the first paycheck paid:

a. Ten (10) days after receipt of the aforesaid list by the Borough; or

b. Twenty (20) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Borough in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the

REPRESENTATION FEE IN LIEU OF DUES (continued)

resumption of the employment in a bargaining unit position, whichever is later.

3. Termination of Employment If an employee who is required to pay a representation fee terminates his or her employment with the Borough before the P.B.A. has received the full amount of the representation fee to which it is entitled under this Article, the Borough will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the P.B.A. will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the P.B.A.

5. Changes The P.B.A. will notify the Borough in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Borough received said notice.

6. New Employees On or about the last day of each month, beginning with the month this agreement becomes effective, the Borough will submit to the P.B.A., a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

REPRESENTATION FEE IN LIEU OF DUES (continued)

D. Refund The P.B.A. agrees to establish and maintain a 'demand and return' system whereby employees who are required to pay the representation fee in lieu of dues may demand the return of the 'pro rata share', if any, subject to refund in accordance with the provisions of N.J.S.A. 34:13:A-5.4, as amended. The demand and return system shall also provide that employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings placing the burden of proof on the P.B.A. Such proceedings shall provide for an appeal by either the P.B.A. or the employee to the review board established for such purposes by the Governor in accordance with N.J.S.A. 34:13:A-5.4, as amended.

ARTICLE XX

TERM OF AGREEMENT

A. This Agreement shall be effective as of January 1, 1980, and shall remain in full force and effect until December 31, 1981. In the event negotiations continue after December 31, 1981, the terms and conditions of this Agreement shall continue in full force and effect until a substitute Agreement is executed.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals this 26TH day of August, 1981.

P.B.A. Local #99

BOROUGH OF ROSELLE

Wayne H. Gurno

A. J. DeCarlo, Act. Mayor

Michael P. Sobush Jr

[Signature]

ADDENDUM

A. Amend Article XIII, Dental and Prescription Plan as follows:

1. Delete Section D
2. Add Section D, as follows:

Effective July 1, 1981, the Borough shall provide all employees covered by this Agreement, with a Drug Prescription plan. Plan to be provided will be a Two (\$2.00) dollar deductible on each prescription. The total cost of this plan shall be borne by the Borough.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 26th day of August, 1981.

P.B.A. Local #99

BOROUGH OF ROSELLE

Wayne H. Cannon

A. J. De Carlo, act. Mayor

Michael P. Schalk, Jr.

Johnna B. Brien