

AGREEMENT

BETWEEN

TOWNSHIP OF ROCHELLE PARK

AND

SUPERIOR OFFICER'S ASSOCIATION PBA LOCAL 102
ROCHELLE PARK POLICE DEPARTMENT

JANUARY 1, 2007 THROUGH DECEMBER 31, 2010

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

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THIS AGREEMENT, made this 11 day of May, 2007 by and between the **TOWNSHIP OF ROCHELLE PARK**, a municipal corporation of the State of New Jersey (hereafter called the "Township") and the **ROCHELLE PARK SUPERIOR OFFICERS ASSOCIATION, PBA LOCAL NO. 102** (hereafter "SOA") representing all police superiors including Sergeants, Lieutenants and Captains employed by the Township of Rochelle Park (hereafter called "Employees"), but excluding the Chief of Police and such other management personnel as may hereafter be determined by the New Jersey Public Employment Relations Commission.

WHEREAS, both parties to this Agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship existing between them and wish to enter into an Agreement covering terms and conditions of employment.

WHEREAS, the parties have, by good faith, collectively bargained and reached an agreement with respect to such terms and conditions of employment.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinto set forth, the parties agree as follows:

I. RECOGNITION

1.1 The Township recognizes the Employees as the sole and exclusive representative for all Police Superiors including Sergeants, Lieutenants and Captains of the Rochelle Park Police Department, but excluding the Chief of Police and such other supervisory personnel as may hereafter be determined by the New Jersey Public Employment Relations Commission.

1.2 The parties recognize and affirm that their relationship is governed by the "New Jersey Employer-Employee Relations Act", the Laws of 1967, Chapter 303 (NJSA 34:33a, et seq.) as amended, and they agree in the conduct and procedure of their collective negotiations to be bound by the rules and regulations of the New Jersey Public Employment Relations Commission.

II. RETENTION OF EXISTING BENEFITS AND RIGHTS

2.1 Except as otherwise provided herein, all rights, privileges and benefits which all Employees have heretofore enjoyed and are presently enjoying, shall be maintained and continued by the Township during the term of this Agreement and the Employees shall retain all civil rights, as provided under Federal and New Jersey State Laws.

III. MANAGEMENT RIGHTS

3.1 The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of the Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

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

2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment and to promote and transfer employees;

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

3.2 Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40 and R.S. 11, or any other national, state, county or local laws or ordinances.

IV. NEGOTIATION PROCEDURE

4.1 The collective negotiations with respect to rates of pay, hours of work or conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties and such additional agents or persons as each of the parties shall designate as its negotiating team.

4.2 Collective negotiation meetings shall be held at times and places mutually convenient at the request of either the Township or the Employees.

4.3 Employees who may be designated to participate in the collective negotiations will be excused from police assignment, provided that their absence from duty will not interfere seriously with the operation of the Township Police Department in the opinion of the Chief of Police.

4.4 The duly authorized negotiating agent of either the Township or the Employees shall not be required to be an employee of the Township.

V. MANAGEMENT OF THE TOWNSHIP'S AFFAIRS

5.1 The Employees recognize that areas of responsibility must be reserved to the Township if the governing body of the Township is to serve the public effectively. Therefore, the right to manage the affairs of the Township and to direct the working force and operations of the Township, subject only to the limitations of this Agreement, and applicable State Laws is vested in and retained by the Township exclusively.

VI. CONTINUED WORK OPERATIONS

6.1 The parties agree that there shall be no action by either of them in violation of any State Law.

VII. NON-DISCRIMINATION

7.1 There shall be no discrimination, interference, or coercion by the Township, or any of its agents, against the Employees, because of membership or activities of any member of the Police Department, by reason of appointment by the Employees to the negotiating committee. The Employees or any of its agents, shall not intimidate or coerce employees into membership. Neither the Township nor the Employees shall discriminate against any employees because of race, creed, color, age, sex or national origin.

VIII. MEDICAL, DENTAL, AND PRESCRIPTION INSURANCE

- 8.1 The Township shall continue to provide all Employees and members of their immediate families with hospitalization and other insurance, at least equal to the nature and level of benefits currently in effect as of the execution of this Agreement. Said benefits shall be provided by the Township without interruption during the continuance of employment by the Township of each employee covered hereunder. In the event that there is any interruption in such insurance coverage, then and in that event the Township agrees to be responsible for any and all medical bills incurred during such period of interruption, to the extent as would have been paid under the insurance coverage, had the policy remained uninterruptedly in force.
- 8.2 Subject to applicable provisions of State and Federal Law, the Township agrees to continue to provide hospitalization and medical insurance as provided for in the previous section for employees who retire and become entitled to a police pension, either on the basis of regular time in service retirement after twenty-five (25) years of service, or disability retirement, until such time as the Employee becomes entitled to equal coverage under any other group plan subsequent to his retirement from employment by the Township, the obligation of the Township under this section shall cease.
- 8.3 The Township shall carry a life insurance policy for each Employee, the amount of insurance to be not less than Fifteen Thousand (\$15,000.00).

8.4 The Township of Rochelle Park shall provide every Employee covered by this contract and their families with a full family dental insurance plan. The program of dental insurance shall be identified as that which is currently available and is identified as "The Delta Dental Plan-Intermediate program 11-A" including orthodontic benefits with no deductible amount. This plan is further identified as being available through the New Jersey Dental Service Plan, Inc. The Employer agrees to cover each Employee and each family member for one thousand five hundred dollars (\$1,500.00) under the dental insurance plan. The Employer shall pay the entire cost of the dental plan. The Employer shall have the right to change insurance carriers provided the change results in equivalent or superior benefits being made available to covered Employees and their families.

8.5 The Township of Rochelle Park shall provide every employee covered by this contract and each family member with a full family prescription drug plan. The Employer shall pay the entire cost of the prescription drug plan. This prescription drug plan shall remain the same as the existing prescription drug plan as specified in the preceding 2006 contract and will mirror those existing benefits with the specified following exceptions. Employees under this agreement shall pay a co-payment for "generic" prescriptions in the amount of one dollar fifty cents (\$1.50) and the co-payment for "brand name" prescriptions in the amount of five dollars (\$5.00). Prescriptions issued for a period of ninety (90) days shall only be subject to one co-payment, without exception. The purpose of the preceding sentence is so the Employee pays one co-payment of one dollar fifty cents (\$1.50) or five dollars (\$5.00) for a ninety (90) day supply of a single prescription. The "Starter Dose Program" provides for a ten (10) day trial for a maintenance drug when first prescribed to minimize waste in the event the patient has an adverse reaction to the medication. The co-payment would be waived for the ten (10) day trial dosage and would be charged only upon full refill. The specific plan and covered benefits under said plan shall be as set forth in Schedule C annexed.

IX. SCHEDULE OF WORK

9.1 The present police schedule of work is adopted herein by reference and made a part of this contract as to hours of work, shifts and tour basis.

9.2 Employees covered by this Agreement shall remain on 5-2, 5-2, 5-3 schedule with the same rotation arrangement. The method of scheduling and compensation shall be unchanged.

9.3 Switching a member of the police department from one shift to another involuntarily, shall occur for vacation, sickness, illness, injury, to attend mandated schooling, and personal days of which six (6) shift changes per year can be utilized for these purposes only.

Switching a member of the Police Department from one shift to another involuntarily can occur for unscheduled rises in crime of which two (2) shift changes per year can be utilized for this purpose only. Shift changes for unscheduled rises in crime can only be used for the apprehension of criminals within the township and shall only be used for documented patterns of criminal activity. These shift changes shall not be used for details not related to the deterrence of criminal activities such as parades, carnivals, wet downs, flea markets, scheduled public events, etc. The intention of switching an employee for this purpose is to provide extra officers for documented criminal activities only and cannot be used to supplement understaffed shifts. An employee so switched for the purpose of deterring criminal activity as defined in this section, shall only be assigned to that named documented criminal activity. The employee is not to be considered additional manpower for routine patrol or desk duty on that regularly scheduled shift.

Involuntary switching of shifts shall not occur: for personal days off or vacation days falling on New Year's Eve, New Year's Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas Eve, and Christmas Day; for more than two (2) shift changes within a block of five (5) shifts; for sixteen (16) consecutive working hours; when it leaves a two (2) man shift or it reduces a member's normal consecutive hours off between shift rotations in the schedule of the police department.

Involuntary switching of shifts shall and will occur fairly and equally for all members of the Police Department on a rotating basis from junior to senior men with written notice four days prior notice to the shift change by the Chief of Police. Any violation of these provisions shall result in all time altered for all persons affected being compensated at a rate of two and one-half (2 1/2) times the rate of compensation otherwise provided in this agreement.

9.4 Employees covered by this agreement shall be permitted to exchange shifts between themselves, subject to the following limitations:

9.4.1. The Chief of Police, or his designee, shall be provided with at least four (4) days prior notice of the proposed change in shift unless the Chief or his designee agrees to waive the four (4) days' notice.

9.4.2. Voluntary shifts shall not be permitted to conflict with or avoid scheduled schooling, court appearances or a special detail.

9.5 Employees assigned to the Detective Squad shall work the following schedule:

9.5.1. Detectives shall work a fixed schedule of five (5) days on and two (2) off.

9.5.2. Detectives shall be on call on alternating week nights and alternating weekends and shall be compensated at the rate of Five Hundred (\$500.00) Dollars per year for such on call duty.

9.5.3. Detectives shall be paid at time and one-half (1½) overtime compensation whenever called into Headquarters during other than regular working hours.

9.5.4. Detectives shall receive one (1) adjustment day per cycle, for schedule adjustment from 5-2, 5-2, 5-3.

X. HOLIDAYS

10.1 All Employees shall have fifteen (15) paid holidays per year. All of which holiday compensation shall be paid at time and one-half (1 1/2).

XI. WAGES

- 11.1 The base wages of the various employees covered under this Agreement shall be as set forth on Schedule of Salaries (page 35).
- 11.2 All retroactive monies due by virtue of this wage schedule shall be paid promptly upon execution of this Agreement.
- 11.3 Hourly rates of pay shall be computed on the basis of two thousand (2000) hours per year.

XII. CLOTHING

Uniforms or equipment worn which are damaged in the line of duty shall be repaired or replaced by the Township, provided notice of such damage and the circumstances thereof is reported prior to the close of the shift during which the damage occurred.

XIII. OVERTIME

13.1 It is recognized that the needs of the Township may require overtime work, beyond the Employees' standard daily or weekly schedule, although it is the policy of the Township to avoid the necessity of overtime work, whenever possible.

13.2 Overtime shall be paid to any member of the Police Department, at the rate of time and one-half ($1\frac{1}{2}$) of their regular salary computed on the base salary, holiday pay, educational incentives, and longevity.

13.3 Overtime for regularly scheduled shifts and details will be offered to regular full time Employees of the Department first, in an order of preference based upon a rotating seniority roster. There may be certain situations in which the Department, because of special skills or other attributes of a particular officer, determines that it is the best interests of the Township to by-pass an employee(s) on the seniority list. While this Agreement contemplates such possibilities, it is agreed and understood that such bypassed employee(s) must become next on the list for the purposes of the overtime roster. The purpose of this clause is to equalize over-time among employees and same shall not be defeated by the Township's selection of special persons for special details as set forth herein. Such overtime will be offered to persons other than full time employees only if it has first been refused by each member on the seniority roster aforementioned.

13.4 It is understood and agreed that the clauses relating to overtime will require and equalization of overtime among all full

time employees of the Department.

13.5 Each Employee shall have the individual option of receiving overtime compensation as either a cash payment (time and one-half) or as compensatory time off (C.T.O.) at the rate of time and one-half. ~~When C.T.O. is elected by the Employee then the C.T.O. shall accumulate in a C.T.O. Bank and shall be used at the Employee's sole option, subject only to prior Police Department approval.~~

At no time shall any Employee's C.T.O. bank contain more than forty (40) hours. Once the maximum C.T.O. bank amount is reached, then all additional overtime compensation shall be paid compensation (time and one-half).

13.6 When an Employee covered by this Agreement is called out on scheduled time off then said Employee shall be guaranteed a minimum of two (2) hours pay at the overtime rate. Additional overtime hours required at the end of the regularly scheduled shift are paid on an hour for hour basis at time and one-half (1½).

13.7 All C.T.O. Bank time will be taken within the calendar year. If in the event such time cannot be taken during the calendar year, compensation shall be paid at the Officer's then current rate of pay.

XIV. COURT TIME

14.1 The appearance of any full time police officer at a criminal hearing in the County or Superior Court, or before the Grand Jury or Motor Vehicle Department, or Municipal Court, while such officer is off-duty shall constitute overtime, and the ~~employee shall be compensated at the overtime rate on an hour for hour basis with a minimum payment of four (4) hours for each scheduled court session.~~ Any fraction of an hour worked shall be rounded up to the next (higher) half hour.

14.2 If an employee is subpoenaed to appear in Rochelle Park Municipal Court during his regularly scheduled day shift and that employee is required to appear past his regularly scheduled day shift, the employee shall be compensated at the overtime rate on an hour for hour basis for those hours the employee appears in court past his tour of duty. Any fractions of an hour worked shall be rounded up to the next (higher) half hour.

14.3 Section 14.2 shall apply to employees who appear in Rochelle Park Municipal Court only. Any subpoena to appear in any other court, other than during an employee's regularly scheduled day shift, shall be covered by section 14.1 of this contract and the employee shall be compensated with a minimum of four (4) hours overtime for each scheduled court session.

XV. LONGEVITY

15.1 All full time employees of the Police Department shall be entitled to receive a longevity pay increment expressed in terms of a percentage of their annual salary in accordance with the following schedule:

Employees having completed four years service	2%
Employees having completed eight years service	4%
Employees having completed twelve years service	8%
Employees having completed sixteen years service	9%
Employees having completed twenty years service	10%
Employees having completed twenty-four years service	12 %

15.2 Any full time member of the Police Department hired after January 1, 1998, shall not be eligible for longevity compensation as defined in 15.1 of this section.

XVI. VACATIONS

- 16.1 All Employees covered by this Agreement, having completed fifteen (15) years or more, shall be provided with twenty-five (25) working days vacation annually.
- 16.2 All Employees covered by this Agreement having completed less than fifteen (15) years service shall receive twenty (20) working days vacation.
- 16.3 Unused vacation time not taken as of December 31st of each year shall be lost provided, however, that up to four (4) unused vacation days may be carried into the following year, provided that they must be taken on or before April 30th of such year. Any Employee, of his/her own volition may carry up to two (2) unused personal days into the following year, provided that the Employee utilizes these days as "vacation days" and they must be taken on or before April 30th of such year. The unused personal days will be converted to unused vacation days. Thus a total of six (6) days can be carried over into the following year, four (4) unused vacation days and two (2) unused personal days. Unless so taken, such additional days shall be lost.
- 16.4 Employees who are not in the Patrol Division shall not be limited by the above restrictions in vacation day use.
- 16.5 Vacation day use shall subject to prior Departmental approval.

XVII. IN SERVICE SCHOOLS

17.1 The Township will pay to any member attending any police academy the sum of Four (\$4.00) Dollars for lunch.

XVIII. GRIEVANCE PROCEDURE

18.1 To provide for the expeditious and mutually satisfactory settlement of grievances arising under this Agreement, the following procedures shall be used. For the purpose of this Agreement, the term "grievance" includes any difference or dispute between the Township and any Employee or group of Employees covered under this Agreement, with respect to the interpretation, application or violation of any of the provisions of this Agreement, and with respect to terms and conditions of employment. Minor disciplinary matter (less than five (5) days of fine or suspension or the equivalent thereof) shall be included in this Grievance Procedure.

18.2 The procedure for settlement of grievances shall be as follows:

(A) STEP ONE

In the event that any Employee covered by this Agreement has a grievance, within five (5) working days of the occurrence of the event being grieved, the Employee shall discuss it informally with his SOA Grievance Committee.

(B) STEP TWO

In the event the Grievance Committee is convinced of the merit of the grievance presented to it, then the said Grievance Committee shall, within fifteen (15) working days after having heard the grievance of the individual member, present the grievance in writing to the Chief of Police. The Chief shall render a decision within five (5) working days after the grievance was first

presented to him. In the absence of the Chief, the grievance shall be presented to the designee of the Chief in charge of the Department for determination.

(C) STEP THREE

If the Association wishes to appeal the decision of the Chief of Police (or his designee in the event the Chief is absent), it shall be presented to the Township Committee within five (5) business days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Township Committee may, but need not, provide an opportunity to the Association to present further arguments but may consider the matter on the correspondence submitted. The Township Committee shall provide a written decision within thirty (30) days of receipt of the notice of appeal.

(D) STEP FOUR

(1) If no satisfactory resolution of the grievance is reached at Step Three, then within five (5) working days the grievance shall be referred to the Public Employment Relations Commission for the selection of an Arbitrator, pursuant to the rules of said Commission. The decision of the Arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.

(2) The Arbitrator shall have no authority to add to or subtract from the Agreement.

(3) It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at

least thirty (30) days after the decision rendered by the Township Committee on the grievance.

(4) The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limit specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the Grievance Procedure within the time limit prescribed, then the disposition of the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the Grievance Procedure within the time limits prescribed, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the Grievance Procedure.

XIX. ASSOCIATION REPRESENTATIVES

19.1 The Township recognizes the right of the SOA to designate one (1) representative and one (1) alternate for the enforcement of this Agreement. The SOA shall furnish the Township in writing the ~~names of the representative and the alternate and notify the~~ Township of any changes.

19.2 The authority of the representative and alternate so designated by the SOA shall be limited to, and shall not exceed, the following duties and activities:

- (a) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining Agreement.
- (b) The transmission of such messages and information which shall originate with, and are authorized by the SOA or its officers.

19.3 The designated SOA representative shall be granted time with pay during working hours to investigate and seek to settle grievances and to attend all meetings and conferences on contract negotiations with Township officials.

XX. AGENCY SHOP

20.1 Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of re-entry into employment with the unit shall, as a condition of employment, pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees, and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the Representation Fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the Employees in the unit, provided that no modification is made in this provision by a successor Agreement between the Union and the Employer.

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

XXI. TERMINAL LEAVE

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

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

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

21.2.2 The election of cash payment relieves the Township from the obligation to provide any continuation of pension payments, life insurance, dental insurance, prescription coverage or other benefit other than hospitalization and medical coverage pursuant to Article VIII hereof.

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

XXXII. EFFECTIVE DATE AND DURATION

- 22.1 This contract shall become effective upon signing and execution thereof by the parties. Salary increases shall be effective on the dates specified on the "**Schedule of Salaries**" page annexed hereto. Except as otherwise specifically provided herein, all other provisions shall take effect upon signing and execution hereof, **retroactive to January 1, 2007.**
- 22.2 This Agreement shall remain in full force and effect and may not be terminated without a writing signed by both parties, until midnight, **December 31st, 2010.**
- 22.3 In the event that the parties do not enter into a new Agreement on or before midnight, **December 31st, 2010,** then this Agreement shall continue in full force and effect from month to month, subject to being terminated upon written notice by either party, at least thirty (30) days prior to any intended expiration date.
- 22.4 All notices shall be served with either party on the other party, stating such intention to terminate or amend this Agreement and shall be sent by certified mail, return receipt requested, in the case of the Township, to the Township Clerk at the Municipal Building, and in the case of the Employees to the Rochelle Park Superior Officers Association, c/o Rochelle Park Police Department, Rochelle Park, NJ 07662.
- 22.5 The parties agree that they will receive proposals for any proposed change in this Agreement pursuant to the P.E.R.C. Rules, and that they will meet and negotiate thereafter in an effort to arrive at a new collective bargaining Agreement within the shortest time possible.

XXIII. EDUCATIONAL INCENTIVE

23.1 All persons covered by this Agreement who were hired on or before January 1, 1984 by the Rochelle Park Police Department shall continue to receive, and shall continue to have eligibility for, the educational incentive program. The educational incentive program shall be defined pursuant to past practices. No person on staff as of January 1, 1984 shall have any right or entitlement diminished to any extent by this Article. All persons on staff as of January 1, 1984 shall have the continuing right to commence or continue an education program in the future and receive an educational incentive benefit as set forth in this clause.

23.2 Effective January 1, 1990 the per credit education incentive benefit shall be increased from Fifteen (\$15.00) Dollars to Twenty (\$20.00) Dollars.

XXIV.

PERSONNEL FILES

24.1 Commencing upon the effective date of this Agreement, any additional document added to an Employee's personnel file should be numbered consecutively.

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

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

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

24.5 All documents in the Employee's personnel file shall be sequentially numbered in the presence of the Employee.

XXV. BEREAVEMENT LEAVE

25.1 Employees shall be entitled to take up to three (3) consecutive bereavement days, without loss of pay, to attend funeral services for immediate family members occurring within New Jersey or within a radius of one hundred (100) miles of Rochelle

Park or up to five (5) consecutive bereavement days, without loss of pay to attend funeral services for immediate family members occurring out of New Jersey and outside a radius of one hundred (100) miles of Rochelle Park.

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

25.3 The Chief of Police can allow up to two (2) additional days off for special circumstances.

XXVI.

PERSONAL DAYS

26.1 Employees shall be entitled to take up to two (2) personal days off per year with pay.

26.1.1 The Chief of Police or his designee may cover the shift through an involuntary change in shifts on not less than sixteen (16) hours advance notice when an Employee covered by this Agreement requests a personal day on less than ninety-six (96) hours notice.

XXVII. MISCELLANEOUS

27.1 In all references to any parties, persons or entities or corporations, the use of any particular gender or the plural or singular number shall be deemed to refer to and include the appropriate gender or number, as the text may require.

27.2 All the terms, covenants and conditions herein contained shall inure to the benefit of and shall be binding upon the respective parties hereto, their legal representatives, successors and assigns.

27.3 In the event that the decision of the Public Employment Relations Commission (Docket No: RO-89-40) is ultimately reversed by a Court of competent jurisdiction then Employees covered by this contract shall be included in the Patrolmen contract. In the event that such change occurs, all Employees now covered by this Agreement shall continue to receive all economic benefits as are provided under this Agreement.

SCHEDULE OF SALARIES

BASE WAGE SCHEDULE FOR CAPTAIN

Eff.	Eff.	Eff.	Eff.
<u>01/01/2007</u>	<u>01/01/2008</u>	<u>01/01/2009</u>	<u>01/01/2010</u>
119,389.00	124,165.00	129,132.00	134,297.00

BASE WAGE SCHEDULE FOR LIEUTENANT

Eff.	Eff.	Eff.	Eff.
<u>01/01/2007</u>	<u>01/01/2008</u>	<u>01/01/2009</u>	<u>01/01/2010</u>
113,388.00	117,924.00	122,641.00	127,547.00

BASE WAGE SCHEDULE FOR SERGEANT

Eff.	Eff.	Eff.	Eff.
<u>01/01/2007</u>	<u>01/01/2008</u>	<u>01/01/2009</u>	<u>01/01/2010</u>
108,388.00	112,724.00	117,232.00	121,922.00

TOWNSHIP OF ROCHELLE PARK

RESOLUTION NO. 2007 - 77

**A RESOLUTION AUTHORIZING EXECUTION OF COLLECTIVE
BARGAINING AGREEMENT WITH SUPERIOR OFFICERS ASSOCIATION,
LOCAL 102 – JAN. 2007 – DEC. 2010**

	MOVED	SECONDED	AYES	NAYS	ABSENT	ABSTAIN
COMM. KOVALCIK			✓			
COMM. LOTZ	✓		✓			
COMM. SCARPA				✓		
COMM. VALENZUELA			✓			
MAYOR STROHMEYER		✓	✓			

I hereby certify that the above Resolution was duly adopted by the Township Committee of the Township of Rochelle Park at a meeting held On April 18, 2007

Municipal Clerk

WHEREAS, a Collective Bargaining Agreement existed with the Superior Officers Association, Local 102, of the Rochelle Park Police Department; and

WHEREAS, the term of that Agreement ended on December 31, 2006; and

WHEREAS, as a result of the scheduled expiration date of that Agreement, negotiations were commenced between the Superior Officers Association and the Township of Rochelle Park; and

WHEREAS, negotiations were conducted, on behalf of the Township of Rochelle Park, by Michael Mariniello, Township Administrator; and

WHEREAS, with the consent and approval of the Township Committee an offer was made by the Township Committee to settle a Successor Agreement; and

WHEREAS, the proposal for settlement was made and presented to the Superior Officers Association and was, thereafter, accepted by that bargaining unit; and

WHEREAS, as a result of the foregoing, the Township Committee is desirous of the finalizing the Agreement authorizing the settlement and also authorizing the Mayor and the Township Clerk to execute a Successor Agreement; and

WHEREAS, this Successor Agreement is based upon the recommendation of the Township Administrator.

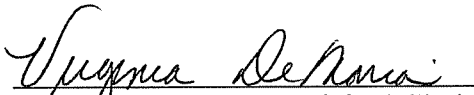
NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Rochelle Park, County of Bergen, State of New Jersey as follows:

Resolution #2007-77 cont.

1. A Successor Collective Bargaining Agreement with the Rochelle Park Police Department Superior Officers Association, Local 102 be and is hereby authorized;
2. The terms and conditions of the Successor Agreement shall be identical to those which existed in the prior Agreement, however, with the modifications described and set forth in the attached Agreement;
3. This authorization is subject to the final review and approval as to form by the Township Attorney and the Township Administrator;
4. Upon preparation, review and approval of the Successor Agreement, the Mayor and the Township Clerk are hereby authorized to execute the same on behalf of the Township of Rochelle Park.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Township Clerk be and she is hereby authorized and directed to forward certified copies of the within Resolution to the Township Administrator, the Township Attorney and the Superior Officers Association, Local 102 of the Rochelle Park Police Department.

Attest:


Virginia De Maria, Municipal Clerk