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THIS DOES NOT  
CIRCULATE

A G R E E M E N T

BETWEEN

BOROUGH OF ROSELLE, NEW JERSEY

LIBRARY  
Institute of Management and  
Labor Relations

OCT 18 1979

RUTGERS UNIVERSITY

AND

ROSELLE BOROUGH LOCAL 99

POLICEMEN'S BENEVOLENT ASSOCIATION

*Union County*

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JANUARY 1, 1978 through DECEMBER 31, 1978

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LAW OFFICES

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2376 St. Georges Avenue  
Rahway, New Jersey 07065

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PREAMBLE

This Agreement, effective as of the first day of January, 1978, 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, 1978, the salaries shall be as follows:

Patrolmen

Probationary (From date of employment to three months following successful completion of accredited schooling).....	\$12,187.00
Fourth Grade (1st year following successful completion of Probationary period).....	12,674.00
Third Grade (2nd year).....	13,971.00
Second Grade (3rd year).....	14,551.00
First Grade (4th year).....	15,266.00
Sergeants.....	16,515.00

B. Commencing July 1, 1978, the salaries shall be as follows:

Patrolmen

Probationary (From date of employment to three months following successful completion of accredited schooling).....	\$12,553.00
Fourth Grade (1st year following successful completion of Probationary period).....	13,054.00
Third Grade (2nd year).....	14,390.00
Second Grade (3rd year).....	14,988.00
First Grade (4th year).....	15,724.00
Sergeants.....	17,010.00

C. The salary schedule listed in Section B above shall be paid retroactively after the first meeting of the Governing Body in November, 1978.

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 eight (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

A. All patrolmen and sergeants (excluding detectives) shall be compensated for each hour of overtime worked, except court time, at time and one-half (1 1/2) their regular hourly rate of pay. Overtime shall be defined as follows:

1. Any work in excess of forty-two and one-half (42 1/2) hours per week for those patrolmen and sergeants working a forty (40) hour week;

2. Any work in excess of forty (40) hours for those patrolmen and sergeants working a thirty-seven and one-half (37 1/2) hour week.

B. In the event that any police officer covered by this Agreement is called in for duty during his off-duty time, said police officer shall receive his regular hourly rate of pay for three (3) hours or for all time worked, 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 compensatory time off for the first twenty four (24) hours. All additional time shall be paid on a straight time basis.

D. The Chief of Police or his designate and the members of the bargaining unit shall make mutual arrangements re: the use of compensatory time. However, if by October 15, any member has compensatory time coming, the Chief or his designate may assign a day for the use of the time. Any compensatory time left on December 31, will be paid at the rate of one hour of

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

straight time per one hour of compensatory time. Any compensatory time accrued under the terms of Section A of Article IV - Work Schedule shall be specifically excluded from the terms of this Section.

E. All personnel shall be paid bi-weekly and checks may be picked up at 12:00 p.m. midnight on Thursday prior to regular paydays 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.

F. All money in compensation for overtime, call-in time or court time shall be paid on the second pay period following the date worked. All money in compensation for accrued compensatory time shall be paid on the second pay period of the year. 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, except as provided in Section C of Article III.

ARTICLE VI

DETECTIVE ALLOWANCE

A. In accordance with the applicable Ordinance, each police officer appointed by the Mayor and Council as a detective shall receive a special allowance of \$750.00 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
5. all patrolmen hired after the passage of Ordinance No. 1344 will not receive longevity compensation.

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 police officer. In lieu of any replacement or maintenance allowance, the Borough agrees to replace any clothing or equipment items which are damaged or destroyed in the performance of a police officer's duties. As in the past, all plain clothes officers shall receive a clothing allowance. The clothing allowance shall be two hundred fifty (\$250.00) dollars.

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

GRIEVANCES (continued)

Borough 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 3., 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 agrees to release the witnesses as requested, if same can be done without detriment to the public good, without penalty to such

ARBITRATION (continued)

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 this 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.

b. Death of other family members: One 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 PROGRAM

A. A dental program for employees only acceptable to all municipal employees shall become effective in the year 1976 upon conclusion and signing of contracts with all municipal bargaining units.

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 rules 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.

E. Nothing contained in this Agreement shall be construed



MAINTENANCE OF OPERATIONS (continued)

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

TERM OF AGREEMENT

A. This Agreement shall be effective as of January 1, 1978, and shall remain in full force and effect until December 31, 1978. In the event negotiations continue after December 31, 1978, 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 27<sup>th</sup> day of Sept 1978.

P.B.A. LOCAL #99

BOROUGH OF ROSELLE

Raymond H. Harris

Anthony Amalfi

Walter S. Williams

Margaret Gray

