

AGREEMENT

BETWEEN

TOWNSHIP OF ROCHELLE PARK

AND

SUPERIOR OFFICER'S ASSOCIATION PBA LOCAL 102

ROCHELLE PARK POLICE DEPARTMENT

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JANUARY 1, 2019 THROUGH DECEMBER 31, 2023

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**PREAMBLE**

THIS AGREEMENT, made this 27 day of December, 2018  
by and between the **TOWNSHIP OF ROCHELLE PARK**, a municipal corporation  
of the State of New Jersey (hereinafter called "Township") and the **SUPERIOR  
OFFICERS ASSOCIATION, LOCAL 102**, (hereafter "SOA")  
representing all Police Sergeants, Lieutenants and Captains employed by the  
Township of Rochelle Park (hereinafter 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; and

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 hereinafter set forth, the parties agree as follows:

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**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 (N.J.S.A. 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.

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II

**RETENTION OF EXISTING BENEFITS & 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 civil rights, as provided under Federal and New Jersey State Laws.

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### 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:

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

B. 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;

C. 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.

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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 to either the Township or the Employees shall not be required to be an employee of the Township.

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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.

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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.

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**VII            NON-DISCRIMINATION**

7.2            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.

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**VII 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 coverage 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) Dollars.
- 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 Township 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.

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8.5 The Township of Rochelle Park shall provide every employee covered by this contract and their families 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 and 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.

8.6 Effective January 1, 2019 and thereafter, the contribution rate for persons covered under this agreement shall be twelve and one half percent (12.5%) less than the contribution rate established under P.L. 2011, c. 78 (Chapter 78). Persons covered under this agreement shall pay a contribution towards the cost of health care benefits coverage computed as the Chapter 78 contribution rate for the applicable coverage chosen and the applicable salary range less twelve and one-half percent (12.5%). For example, for the maximum Chapter 78 contribution rate of thirty-five percent, persons covered under this agreement will pay a contribution rate of twenty two and one half percent (22.5%). To the extent that the contribution rate calculated pursuant to this paragraph is less than one and one half percent (1.5%) of pensionable compensation, the contribution rate shall be set at one and one-half percent (1.5%) of pensionable compensation.

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**SCHEDULE OF WORK**

"A" CHART (EIGHT (8) HOUR WORKDAY)

- 9.1 The present police schedule of work is adopted herein by reference and made part of this contract, as to hours of work, shifts and tour basis.
- 9.2 Except as set forth in 9.6 and 9.7 hereof, Employees covered under this Agreement shall remain on 5-2, 5-2, 5-3 schedule with the same rotation agreement. 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 only for vacations, illness, injury or an emergency personal day of which six (6) shift changes per year can be utilized for these purposes only. Officers may be involuntarily switched for training a maximum of three (3) times per calendar year.

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 cannot be used for details not related to the deterrent of criminal activities such as parades, carnivals, fire department 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 switched for the purpose of deterring criminal activity as defined in this section and utilizing one of these two (2) switches shall only be assigned to that named documented criminal activity. The employee is not to be considered additional manpower for the routine patrol on the regularly scheduled shift.

Involuntary switching of shifts shall not occur for personal days off except for emergency personal days. Involuntary switching of shifts shall not occur for vacation days falling on New Years Eve, New Years Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas Eve and Christmas Day. There shall be no more than two (2) shift changes within a block of five (5) shifts or sixteen (16) consecutive working hours, or when it leaves a two man shift, or when it affects a member's normal hours off in the schedule of the Police Department. There shall be no shortening of a member's normal off hours.

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Involuntary switching of shifts shall and will occur fairly and equally for all members of the Police Department, irrespective of assignment, on a rotating basis from junior to senior members 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  $2 \frac{1}{2}$  times the rate of compensation otherwise provided in this agreement.

- 9.4 Employees covered under 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 provide with at least four (4) days prior notice of the proposed change in shift unless the chief or his designee agrees to waiver 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) days off.
  - 9.5.2 Detectives shall be on call on alternating week nights and alternating weekends and shall be compensated at a 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 ( $1 \frac{1}{2}$ ) overtime compensation whenever called into headquarters during other than regular working hours.
- 9.6 Any member who is voluntarily removed from the normal patrol rotation because of his assignment shall receive an additional scheduled day off during each rotational cycle so as to insure that the member has a 2000 hour annual calendar.

**"B" WORK CHART (TWELVE (12) HOUR WORK DAY)**

- 9.7 Except as modified in the following paragraphs, the provisions above stated in this Article shall apply.
- 9.8 Officers will work 0700-1900 and 1900-0700 on the below listed schedule. The department will be divided into two (2) platoons with two (2) squads in each platoon. Officers will work a twenty eight (28) day rotation (two (2) complete cycles). At the completion of the twenty eight (28) days, squads in each platoon will rotate from 0700-1900 to 1900-0700 and from 1900-0700 to 0700-1900.

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One complete cycle is fourteen (14) calendar days starting on a Monday as follows:

Platoon A will start on a Monday and will work two (2) days, then off two (2) days, then work three (3) days, then off two (2) days, then work two (2) days, then off three (3) days. Platoon B will start on a Monday in the previous week and will work two (2) days, then off two (2) days, then work three (3) days, then off two (2) days, then work two (2) days, then off three (3) days.

The first shift of a scheduled day is 0700-1900, with the second shift in a scheduled day being 1900-0700.

- 9.9 Officers may be involuntarily switched for training a maximum of three times per calendar year. Involuntary training switches must be for the reason of departmental/ in-service training and the officer must be switched in a block of two (2) or three (3) working days.

9.10 **PITMAN ADJUSTMENT HOURS**

Each officer will be granted eight (8) twelve (12) hour days (Pitmen Days) and thirty (30) hours (Pitman Time) of "Pitman Adjustment Hours". Pitman Adjustment Hours will be divided into two (2) types, "Pitman Days" which will be eight (8) whole shifts to be used one (1) day per month excluding the months of June, July, August and December.

Requests to use pitmen days will be submitted to the squad supervisor and forwarded to the Captain for final approval by the 25<sup>th</sup> of the month prior to the requested time off. Pitman Days shall be granted by seniority in accordance with the terms set forth in the "Requests for Time Off" section and may be denied if the request for Pitman Time will create overtime.


The remaining thirty (30) hours may be used as compensatory time in the form of "Pitman Time" which shall be separate from "Compensatory Time Off". Requests to use "Pitman Time" shall be submitted to the squad supervisor who shall forward the request to the Captain for final approval. "Pitman Time" shall be requested in four (4) hour increments. "Pitman Day" requests for whole shifts off will supersede requests for partial shifts off. "Pitman Days" / "Pitman Time" may not be used on the following holidays: Easter, Memorial Day, Labor Day, Independence Day, Thanksgiving, Christmas Eve, Christmas Day, New Years Eve or New Years Day. Officers will continue to accrue "Pitman" time while on vacation, sick leave, personal days, disability time, compensatory time and bereavement leave.

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

- 9.11.1 Detectives shall receive 17 schedule adjustment days per calendar year.

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- 9.11.2 The Captain or in the absence of the Captain, the Officer assigned to perform the functions of the Captain, shall work a fixed schedule of five(5) days on and two (2) days off.
- 9.11.3 The Captain or in the absence of the Captain, the Officer assigned to perform the functions of the Captain, shall receive 17 schedule adjustment days per calendar year.

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**HOLIDAYS**

10.1 All Employees shall continue to have a holiday benefit as set forth below. All holiday compensation shall be paid at time and one half (1 ½ ) and shall continue to be added to the yearly salary and used for all calculation purposes.

Total Holiday Compensation shall be one hundred eighty (180) hours paid at the Employees overtime rate of time and one-half (1 ½ )

10.2 Effective January 1, 2020 and thereafter, the holiday benefit shall be one hundred ninety two (192) hours paid at the employees overtime rate of time and one-half (1 ½ ).

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**XI**

**WAGES**

- 11.1 The base wages of the various Employees covered under this Agreement shall be as set forth on the "Schedule of Salaries" page annexed.
- 11.2 All retroactive monies due by virtue of this wage schedule shall be paid promptly upon execution of this Agreement.
- 11.3 The straight time hourly rate of pay for all members shall be computed by adding the members base pay, holiday pay, college credit pay and longevity, and the dividing that total by 2000 hours.
- 11.4 The overtime hourly rate of pay shall be computed by multiplying the straight time hourly rate of pay by one and one-half (1 ½).

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**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.

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**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 ½ ) as set forth in Section 11.4 of this agreement.
- 13.3      Overtime for regularly scheduled shifts and details will be offered to regular full time employees of the Rochelle Park Police Department first, without exception, 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 in the best interests of the Township to bypass 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 overtime roster. The purpose of this clause is to equalize overtime among employees and same shall not be defeated by the Townships' 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 of the department on the seniority roster aforementioned.
- 13.4      It is understood and agreed that the clauses relating to overtime will require the 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 CTO is elected by the employee then the CTO shall accumulate in the CTO bank and shall be used at the employee's sole option, subject only to prior Police Department approval.
- 13.5.1      At no time shall an employee's CTO bank contain more than forty (40) hours. Once the maximum CTO bank amount is reached, then all additional overtime compensation shall be paid compensation (time and one-half).
- 13.5.2      CTO shall be granted by seniority in accordance with the terms set forth in the "Requests for Time Off" section. If a request to use CTO is received

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less than five (5) days prior to the requested time off, the Chief, Captain or their designee reserve the right to deny the request in order to effectively and efficiently maintain the work schedule. CTO will not be granted if requested more than thirty (30) calendar days prior to the requested time off.

- 13.5.3 All CTO bank time will be taken within the calendar year. If in the event such time cannot be taken during the calendar year then such compensation time shall be paid to the officer at the officer's then current rate of pay.

**Overtime for Employees on the "B" Work Chart (Twelve (12) Hours)**

- 13.6 Overtime for employees on the twelve (12) hour work schedule shall be defined as work beyond the normal twelve (12) hour workday, or work on a regular day off (RDO), as defined by the annually posted work chart.
- 13.7 Hours worked beyond the scheduled tour of duty will count as overtime and be compensated at a rate of time and one-half (1 ½ ). The employee will have the option of cash overtime or compensation time.
- 13.7.1 Under normal circumstances, employees shall not be required to work more than four (4) hours prior to or past their scheduled shift or sixteen (16) consecutive hours.
- 13.7.2 Under normal circumstances, employees shall not be required to work more than one (1) consecutive sixteen (16) hour shift during any two (2) or three (3) day tour of duty.
- 13.7.3 Under normal circumstances, employees shall be provided with a minimum of eight (8) hours off before starting their next shift.
- 13.8 When an Employee covered by this Agreement is "called out" on scheduled time off then said employee shall be guaranteed a minimum of four (4) hours pay at the Employees overtime rate of time and one-half (1 ½ ). Overtime hours required at the beginning or the end of an Employees regularly scheduled shift are paid on an hour for hour basis at the rate of time and one-half (1 ½ ).
- 13.9 Any outside contractor detail conducted within the boundaries of Rochelle Park that require a Police Officer shall first be offered to full time Police Officer's employed by the Rochelle Park Police Department without exception. When an employee covered under this agreement is scheduled to work a road detail on his scheduled time off, then said employee shall be guaranteed a minimum of four (4) hours pay at the employee's overtime rate. Outside Contractor details may not interfere with the daily operations of the police department.

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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, or any other 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 in court 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 fraction 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 employees 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

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

15.2 All full time employees of the Police Department hired on or after January 1, 1998, shall not be entitled to receive longevity pay as listed in section 15.1

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XVI VACATION

- 16.1 All Employees covered by this Agreement, having completed fifteen (15) years or more, shall be provided with twenty-five (25) twelve (12) hour working days vacation annually.
- 16.2 All Employees covered by this Agreement having completed less than fifteen (15) years service shall receive twenty (20) twelve (12) hour working days vacation annually.
- 16.3 Unused vacation time not taken as of December 31st of each year shall be lost provided, however, that up to six (6) unused vacation days or any combination of unused vacation days, unused personal days, or unused holiday adjustment days may be carried over into the following year. The total number of days carried over may not exceed six (6) days and all carryover days must be converted to and utilized as vacation days on or before May 15th of such year. Unless so taken, such carryover 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 be subject to prior Department approval.
- 16.6 All working days shall be computed as twelve (12) hour days regardless of rank or assignment.
- 16.7 The Chief shall post the annual work schedule on or before January 15 of each year.
- 16.8 All rounds of vacation picks shall be completed by June 1st of each year. An event may encompass regular days off without constituting two (2) events.
- 16.9 Vacation picks not received on or before June 1st of each year shall be approved on a first come, first serve basis regardless of seniority, provided notice of such request is received at least four (4) working days in advance of the date or dates requested, whenever required by the chief to accomplish an involuntary switching of shifts.
- 16.10 Except as specifically modified herein, the approval or disapproval of vacation days by the Chief of Police shall be in accordance with the past practice as set forth on the written department wide vacation policy

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**TWELVE (12) HOUR WORK SCHEDULE ("B" WORK CHART)**

- 16.11 Two (2) Police Officers per squad per day will be granted vacation requests unless two (2) Officers on the same shift requested have already been granted a vacation day, compensatory time off, Pitman Day/Time off or a personal day.

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**XVII**

**DEPARTMENTAL/IN-SERVICE TRAINING**

- 17.1 The Township will pay to any member attending any police academy the sum of four (\$4.00) dollars for lunch.
- 17.2 Any member requesting to attend police related courses on his own time shall be granted permission to do so without any additional payment to the member. In order to encourage attendance, course schedules and all pertinent forms will be made readily available to the employees, and the use of Township equipment needed for said courses shall be permitted.
- 17.3 When an officer is assigned to training on the 0700-1900 tour, that officer shall be required to return to work upon completion of the training unless the officer has been given approval to be deemed complete at the conclusion of the training by the Chief, Captain or their designee.

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**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 matters (less than 5 days of fine or suspension or the equivalent thereof) shall also be included in the grievance procedure.

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 PBA 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, grievance shall be presented to the designee of the chief in charge of the Department for a written 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.

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**E.     STEP FOUR           Arbitration**

- (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 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 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.

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**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.

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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 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 Township.

20.2 The Union 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.

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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 any 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 separate checks, payable not more than one (1) year after retirement.
- 21.3 All full time employees of the Police Department hired on or after January 1, 2019, shall not be entitled to receive Terminal Leave as listed in section 21.1 through 21.2.3

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XXII 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.
- 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 31, 2023
- 22.3 In the event the parties do not enter into a new agreement on or before midnight December 31, 2023, 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 certified mail, return receipt requested, in the case of the Township, to the Township at the Municipal Building, and in the case of the employees to Rochelle Park Superior Officers Association, c/o Rochelle Park Police Department, Rochelle Park, New Jersey 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.

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XXIII      **EDUCATIONAL INCENTIVE**

- 23.1      In addition to the salary ranges indicated in the Schedule of Salaries, there shall be added to and made a part of the remuneration to each eligible employee covered under this agreement an education incentive. The education incentive shall be added to the employee's yearly salary and used for all calculation purposes.
- 23.2      To be eligible for the education incentive the employee must provide proof of the completion of a baccalaureate degree from an accredited institution of higher learning.
- 23.3      The amount of the education incentive is as follows:
- 23.3.1      Effective January 1, 2019, the education incentive shall be the sum of six hundred dollars (\$600) annually.
- 23.3.2      Effective January 1, 2020, the education incentive shall be the sum of twelve hundred dollars (\$1200) annually.
- 23.3.3      Effective January 1, 2021, the education incentive shall be the sum of eighteen hundred dollars (\$1800) annually.
- 23.3.4      Effective January 1, 2022, the education incentive shall be the sum of twenty four hundred dollars (\$2400) annually.

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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 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.

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**XXV**

**BEREAVEMENT LEAVE**

- 25.1 Employees shall be entitled to take up to three (3) working days as 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) working days as 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 defined to include a spouse, grandparent, parent, step-parent, child, step-child, grandchild, brother, step-brother, brother-in-law, sister, step-sister, sister-in-law, aunt, uncle, cousin, niece or nephew or the grandparent, parent, step-parent, child, step-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.

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**PERSONAL DAYS**

- 26.1 Employees shall be entitled to take up to two (2) twelve (12) hour Personal Days off with pay per year. One of the days shall be designated as an "Emergency Personal Day". A normal "Personal Day" shall not be denied unreasonably or for the purpose of avoiding payment of overtime. An "Emergency Personal Day" shall not be denied by the Township for any reason. No two (2) members shall be entitled to take a "Personal Day" on the same shift, unless one of the members utilizes an "Emergency Personal Day".
- 26.2 If the Chief of Police is provided with less than sixteen (16) hours notice of the taking of a Personal Day, then the Personal Day shall be deemed an "Emergency Personal Day".
- 26.3 Personal Days may not be used on the following holidays: Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day.

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**XXVI 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. R0-89-40) is ultimately reversed by a Court of competent jurisdiction then the 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.

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XXVIII

**PATROL SAFETY**

28.1

The Township shall use its best efforts to provide a minimum of two (2) Police Officers on patrol at all times. The minimum patrol shall be constituted from the ranks of Patrol Officer, Patrol Sergeant, and Patrol Lieutenant.

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XXIX

**UNUSED VESTED TIME OFF**

29.1

Upon separation from employment an Employee shall be compensated for all unused time accrued by the date of separation from employment including vacation time, personal days, accumulated compensatory time, and scheduled adjustment time. As of January 1 of each year, all annual benefit time shall be deemed vested and accrued without proration.

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**REQUESTS FOR TIME OFF**

- 30.1** Time Off requests shall be granted in accordance with the terms set forth by the Collective Bargaining Agreement respective to the type of leave requested. Requests for leave may be denied if two officers on the same shift have already been granted a Vacation Day, Compensation Time Off, Pitman Time Off, Union Time, or a Personal Day only. The following leave types; Sick/Injured Time, Training, Special Assignment or Bereavement Leave, shall not prevent an officer from being granted a Vacation Day, Compensation Time Off, or a Personal Day to avoid the payment of overtime.
- 30.2** All requests for Time Off shall be made on the appropriate form, which shall be prescribed by the Chief or Captain. The requesting officer shall be required to check with all officers senior on that squad prior to requesting the day, to ensure the day will not be requested by a senior officer. Officers will have 24 hours from the time they are notified by the requesting officer to respond. Any officer who will not release the day, must take the requested day off. Once the appropriate form is completed and signed by all affected officers it shall be submitted to the squad supervisor and forwarded to the Chief, Captain or their designee for final approval.

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**XXXI      OFF DUTY POLICE ACTION**

- 31.1      Any action taken by an Officer on his or her time off, which would have been taken by an Officer on active duty if present or available, shall be considered police action and the officer shall have all of the rights and benefits concerning such action as if he or she were then on active duty.
  
- 31.2      Recognizing that the Township and its residents' benefit from the additional protection afforded by armed off-duty police officers and further recognizing the responsibilities and hazards confronting such armed off-duty police officers, the Township agrees to pay such employees the sum of one dollar (\$1.00) in lieu of any other regular or periodic payments for such off-duty performances.

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**XXXII SAVINGS CLAUSE**

- 32.1 It is understood and agreed that if any portion of this Agreement or the application of the Agreement to any person or circumstances shall be invalidated by statute, federal or state judicial or administrative decision, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby
- 32.2 If any such provisions are so invalidated by statute, the Township and the Patrol Officers will meet for the purpose of negotiating changes to the affected section made necessary by applicable law.

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**XXXIII BILLOFRIGHTS**

- 33.1 In an effort to insure that disciplinary investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:
- A. The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.
  - B. The interrogations shall take place at a location designated by the Chief of Police.
  - C. The member of the force shall be informed of the nature of the investigation before any interrogation commences, including any basis for the complaint. If the interrogation is based upon rumor or any anonymous complaint, the employee shall be so advised. To the extent known, sufficient information to reasonably apprise the member of the allegations shall be provided. If it is known that the member of the force is being interrogated as a witness only, he shall be so informed at the initial contact.
  - D. The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for such personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.
  - E. The member of the force shall not be subject to any offensive language. No promise of reward shall be made as an inducement to answering questions.
  - F. The complete interrogation of the member of the force shall be recorded mechanically or by a department stenographer. There will be no "off the record" questions. All recesses called during the questioning shall be recorded.
- 33.2 If a member of the force is under arrest or is likely to be, that is, if he is a suspect of the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.
- 33.3 In all cases, and at every stage of the proceedings, in the interest of maintaining the usual high morale of the force, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of the Rules and Regulations of the Department during the interrogation of a member of the force.

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## SCHEDULE OF SALARIES

	2019	2020	2021	2022	2023
Captain	\$148,826.78	\$151,431.25	\$154,081.30	\$156,392.51	\$158,738.40
Lieutenant	\$141,374.23	\$143,848.28	\$146,365.62	\$148,561.11	\$150,789.52
Sergeant	\$135,163.78	\$137,529.15	\$139,935.91	\$142,034.94	\$144,165.47

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**SCHEDULE C**  
**VACATION SELECTION POLICY**

**Department Guidelines**

1. Two (2) Officers are allowed on vacation per squad unless two (2) Officers on the same shift requested have already been granted a Vacation Day, Compensation Time Off, Pitman Time Off, or a Personal Day.
2. Officers will pick vacation days by seniority by squad regardless of rank.
3. The Chief, Captain, and officers assigned to the Detective Bureau shall not affect the vacation picks of members assigned to the Patrol Division.

**Restrictions**

1. The prime time period for picking vacations will begin on June 1 and will include the months of June, July, August, September, October, November, and December.
2. Non- priority or non-prime time vacations will begin on January 1, and will include the months of January, February, March, April, and May.
3. During the first round of vacation picks officers will be permitted to request up to seven (7) working days of vacation. Officers may choose two (2) blocks or events during the first round of vacation picks. Each event or block may cover a span of up to twelve (12) days. A request for a single day shall constitute a block or event.
4. During the second round of vacation picks up to five (5) days may be requested. The five (5) days may be chosen without restriction in a maximum of three (3) events.
5. During the third round of vacation picks up to eight (8) days may be requested. The eight (8) days may be chosen without vacation policy restrictions.

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6. During the fourth round of vacation picks, officers may request the remainder of the officer's vacations days without vacation policy restrictions.
7. Any officer who wishes to request vacation during non-prime time outside of the vacation selection process, shall receive approval from all senior officers on that Officer's squad and will complete and have signed the appropriate form prior to submitting the request to the Chief or Captain or their designee, except when the request is within five (5) calendar days and shall be granted by seniority in accordance with the "Requests for Time Off" section.
8. Officers may not cancel vacation picks that were picked during prime time periods once the selection was made and approved. In the event of an emergency and vacation must be cancelled, this request must be in writing and approved by the Chief or Captain.
9. Upon notification of an officer's turn to pick vacation, the officer will have seven (7) calendar days to complete the vacation pick. If an officer does not complete the request within seven (7) days, the pick for that round shall be forfeited and the next officer in seniority may commence with their pick for that round. If an officer requires additional time to complete a vacation pick, a request must be made in writing and will be subject to approval by the Chief or Captain.
10. The Vacation Selection process must be completed by June 1<sup>st</sup>. After June 1<sup>st</sup>, all requests for vacation will be granted by seniority in accordance with the "Requests for Time Off" section
11. Carry-over vacation days will be requested outside of the vacation selection procedure and shall be granted by seniority and by approval of the Chief or Captain.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused this agreement to be signed by their duly authorized officers or representatives on the day and year first above set forth.

**ATTEST:**

**TOWNSHIP OF ROCHELLE PARK:**

Elizabeth Krall  
Municipal Clerk

William J. Hausen  
Mayor

12-27-18  
Date

12-27-18  
Date

**SUPERIOR OFFICER'S ASSOCIATION  
LOCAL 102  
ROCHELLE PARK POLICE DEPARTMENT:**

Matthew Kelly 12/27/18  
Signature Date

\_\_\_\_\_  
Signature Date

[Signature] #143 12/27/2018  
Signature Date

\_\_\_\_\_  
Signature Date