

**THIS DOES NOT
CIRCULATE**

A G R E E M E N T

Between

TOWNSHIP OF ROCHELLE PARK

and

POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL 102

ROCHELLE PARK POLICE DEPARTMENT

January 1, 1979 through December 31, 1980

Riegman

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Labor Relations

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RUTGERS UNIVERSITY

Law Offices:

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LMC

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VAC

THIS AGREEMENT, made this 16TH day of JUNE 1980, by and between the TOWNSHIP OF ROCHELLE PARK, a municipal corporation of the State of New Jersey (hereinafter called "Township" and the POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 102, representing the full time police personnel of the Rochelle Park Park Police Department (hereinafter called "Employees").

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 hereinafter set forth, the parties agree as follows:

I. RECOGNITION

1.1 The Township recognizes the Employees as the sole and exclusive representative for all the full time law enforcement personnel of the Rochelle Park Police Department.

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 this 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 other 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 PROCEDURES

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. *MLC*

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. HOSPITALIZATION


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. *LMC*

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 ^{AND UPON REACHING AGE 55} or disability retirement,  until such time as the employee becomes entitled to medicare coverage. Provided, however, that if any such employee shall become 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 Ten Thousand (\$10,000.00) Dollars.

LX. 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. However, the Chief shall have the right to affect involuntary changes in shift schedules provided that a minimum of two (2) weeks notice be given to the affected employee, and that all such changes shall be in blocks of five (5) consecutive days, and that no more than two (2) such schedule changes per man per year (i.e., a maximum of ten (10) working days) be made. In all other respects, the method of scheduling and compensation shall be unchanged. 

X: HOLIDAYS

10.1 The Employees shall have thirteen (13) 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 "A" annexed.

11.2 All retroactive monies due by virtue of this wage schedule shall be paid promptly upon execution of this Agreement.

XII: CLOTHING ALLOWANCE

12.1 The Township shall pay to each employee covered by this Agreement, who has completed at least one (1) year as a member of the Police Department, the sum of Three Hundred and Fifty (\$350.00) Dollars for the calendar year 1979 toward uniform and equipment replacement, maintenance and cleaning. Effective January 1, 1980, the annual clothing allowance shall be increased to Four Hundred (\$400.00) Dollars per annum. Said payments are to be made during the month of June each year.

12.2 If an Employee has received an initial clothing issue, then, during his first year he shall receive Seventy-Five (\$75.00) Dollars for maintenance only.

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, wherever possible.

13.2 Overtime shall be paid to any member of the Police Department, at the rate of time and one-half (1 1/2) of their regular base salary.

XIV. COURT TIME

14.1 The appearance of any full time police officer at a criminal hearing in a County or Superior Court, or before the Grand Jury or Motor Vehicle Department, while such officer is off duty shall constitute overtime, and a minimum of four (4) hours at the rate of one and one-half (1 1/2) times the employee's base salary shall be paid by the Township.


14.2 If the appearance shall be beyond six (6) hours, then the Township shall pay hour for hour starting with the sixth hour at the one and one-half (1 1/2) rate.

14.3 Municipal Court appearances shall be paid at rate of Ten (\$10.00) Dollars only, for each appearance.

14.4 Effective July 1, 1980, all Municipal Court appearances shall be compensated at the overtime rate (time and one-half) and shall be governed by the same pay practice as Superior Court and County Court appearances.

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: *AMS*



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

XVI. VACATIONS

16.1 The Township shall provide the following vacations:
6 months, but less than 2 years ----- 5 working days
2 years, but less than 5 years-----10 working days
After 5 years, but less than 15 years-----15 working days
15 years and over or an officer of Dept.-----20 working days

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 purposes 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.



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

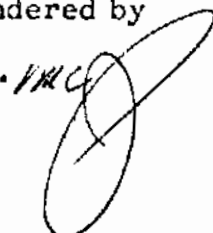
(C) STEP THREE

If the Association wishes to appeal the decision of the Chief of Police (or the designee of the Chief in charge if the Chief is absent), it shall be presented in writing to the Police Commissioner, or his delegated representative, within five (5) working days. This presentation shall include copies of all previous correspondence relating to the matter in dispute.

The Police Commissioner or his authorized representative may give the Association his opportunity to be heard and will give his decision in writing within ten (10) working days of receipt of the written grievance.

(D) ARBITRATION

The following provision with respect to arbitration of grievances shall take effect as of January 1, 1979 and remain in effect until December 31, 1980, at which time it shall be subject to renegotiation by the parties.

- (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 Police Commissioner 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 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: EFFECTIVE DATE AND DURATION

19.1 This contract shall become effective upon signing and execution thereof by the parties, with all provisions hereof retroactive to January 1, 1979, unless herein otherwise specifically provided.

19.2 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, 1980.

19.3 In the event that the parties do not enter into a new Agreement on or before midnight December 31, 1980, 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. *VAC*

19.4 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 PBA Local, c/o Rochelle Park Police Department, Rochelle Park, New Jersey.

19.5 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.

XX: MISCELLANEOUS

20.1 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.

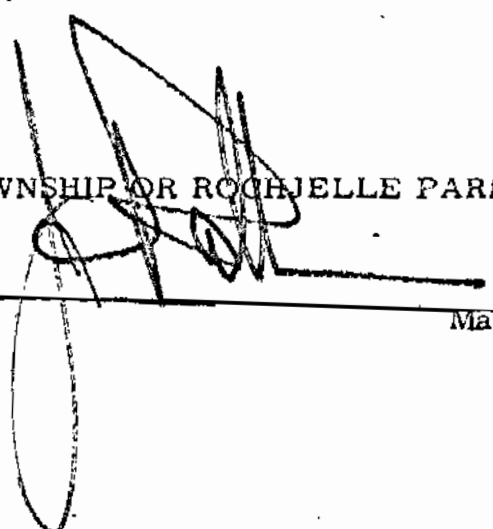
20.2 All the terms, covenants and conditions herein contained shall inure to the benefit of and shall be binding upon the respective parties hereto, their legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto, have set their hands and seals or caused this Agreement to be signed by their duly *VMC*



authorized officers or representatives, on the day and year first above set forth.


TOWNSHIP OF ROCHELLE PARK

By:  _____
Mayor

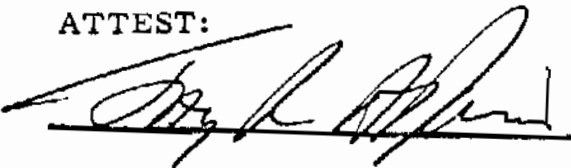
ATTEST:


Borough Clerk

POLICEMEN'S BENEVOLENT ASSOCIATION
LOCAL 102, ROCHELLE PARK POLICE
DEPARTMENT

BY:  _____

ATTEST:



SCHEDULE "A"

Rank	Effective Jan. 1, 1979	Effective Jan. 1, 1980	Effective July 1, 1980
Patrolman			
First six months (probationary)	\$12,193	\$13,393	\$13,393
Six months to one year	12,710	13,910	14,510
Second year	15,699	16,899	17,499
Third year	16,532	17,732	18,332
Fourth year (maximum)	18,000	19,200	19,800
Sergeant	19,022	20,222	20,822
Lieutenant	20,118	21,318	21,918
Captain	21,401	22,601	23,201 <i>VMC</i>