

**AGREEMENT  
BETWEEN  
THE BOROUGH OF ROSELLE  
AND  
ROSELLE SUPERIOR OFFICERS' ASSOCIATION  
LOCAL NO. 99**

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**JANUARY 1, 1996 THROUGH DECEMBER 31, 1998**

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**ARTICLE I**  
**RECOGNITION**

**A.** The Borough hereby recognizes the Superior Officers Association 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 superior officers employed by the Borough excluding the Chief of Police, Sergeants, Detectives, Police Officers, as well as all other employees of the Borough of Roselle.

**B.** Unless otherwise indicated, the terms "police officer", "employee", or "employees", whenever used in this Agreement, refer to all persons represented by the Superior Officers' Association 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 the 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, 1996, the salaries shall be as follows:

LIEUTENANT:

The base salary of each lieutenant within the employ of the Borough of Roselle shall be increased to reflect a base salary differential of 13.5% above the base salary of a sergeant.

CAPTAIN:

The base salary of each Captain within the employ of the Borough of Roselle shall be increased to reflect a base salary differential of 13.5% above the base salary of lieutenant.

**B.** Commencing January 1, 1997, the salaries shall be as follows:

LIEUTENANT:

The base salary of each Lieutenant within the employ of the Borough of Roselle shall be increased to reflect a base salary differential of 14.5% above the base salary of sergeant.

CAPTAIN:

The base salary of each Captain within the employ of the Borough of Roselle shall be increased to reflect a base salary differential of 14.5% above the base salary of lieutenant.

**C.** Commencing January 1, 1998, the salaries shall be as follows:

LIEUTENANT:

The base salaries of Lieutenants within the employ of the Borough of Roselle shall be increased to reflect a base salary differential of 15% above the base salary of sergeant.

CAPTAIN:

The base salaries of Captains within the employ of the Borough of Roselle shall be increased to reflect a base salary differential of 15% above the base salary of lieutenants.

Effective January 1st, 1990 each member may elect to have their Holiday pay (Article VIII) become a part of their base salary. It shall be the members' responsibility to notify the Borough Administrator in writing of their decision to do so.

## ARTICLE V

### OVERTIME, CALL-IN-TIME, COURT TIME, TRAINING BANK

#### SICK LEAVE INCENTIVE

A. All police officers covered by this Agreement, shall be compensated for all overtime worked, at time and one-half (1-1/2) their regular hourly rate of pay. For compensation in accordance with this Article, said hourly rate shall be base on a thirty-seven and one-half (37-1/2) hour work week. Overtime shall be defined as any work in excess of or in addition to a police officer's regularly assigned shift.

B. In the event that any police officer covered by this Agreement is called in for duty during his off-duty time, he/she shall be compensated for a minimum of three (3) hours work, or for all time worked, at time and one-half (1-1/2) their regular hourly rate of pay, whichever is greater.

C. In the event that any off-duty police officer is required as a result of the performance of his duty, to appear in any court, Grand Jury, or any administrative hearing, the police officer shall receive time and one-half (1-1/2) their regular hourly rate of pay, with a three (3) hour minimum of time.

D. All police officers covered by this Agreement, shall be paid in fifty-two (52) weekly pays, and continuing in effect thereafter until changed by mutual agreement of the Borough and the Association.

1. Pay dates will commence with January 7, 1984 and will be payable every seven days thereafter. When a pay date falls on a Saturday, Sunday or Monday, paychecks will be distributed after 2:30 P.M. on the preceding Friday.

2. The weekly payroll as implemented will have a payday that rotates annually. (i.e. The 1984 payroll will be scheduled for Saturday, the 1985 payroll, because of Leap Year will be scheduled for Monday, and so on each successive year. The control of when a payday is will be what day January 7, falls on each year, paydays will then fall every seven days after each other.)

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

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

G. The Chief of Police or his designee and the members of the bargaining unit shall make mutual arrangement regarding the use of compensatory time. However, if by October 15, any member has compensatory time coming, the Chief or his designee may assign a day for the use of the time. Any compensatory time left of December 31, will be paid at the rate of one hour straight time per one hour of compensatory time.

**H.** Any member covered by this Agreement who does not use any sick days in the calendar year shall be compensated \$1000.00 payable on second pay period in January of the following year.

1. For each sick day used \$200.00 shall be deducted up to a maximum of 3 days. any sick days in excess of 3 days there shall be no compensation.

**I.** The Training Bank shall operate as follows:

1. A maximum cumulative total of thirty-two (32) hours of "schedule generated" time accrual shall be generated. Any training beyond said thirty-two (32) hours shall be compensated in accordance with the overtime provisions contained herein above.

2. Said time shall be solely and exclusively used for the following reasons alone:

a. Fire Arms Qualification

b. Schooling

c. In-Service Training

3. Said time bank shall automatically "zero out" as of December 31st of each calendar year. Any time that has not been utilized by the Department during each respective calendar year shall be forfeited.

4. Said time bank shall not under any circumstances, be utilized to: augment work duties; deny or restrict work necessitated overtime, court or related appearances as mentioned herein above; secure an officer's appearance at any other special duties, inspections, assemblies, or parades; or for any other purpose except as specified herein above in subsection 2.

5. Utilization of said training bank time must be in minimum of four (4) hour blocks. That is, any training detail shall commence with a debit of a minimum of four (4) hours from the bank. After four hours the bank time shall be deducted at an hourly rate. Furthermore, there shall be no "borrowing" of the following year's time. There shall be no "carry over" of any unused time beyond December 31st unless the member cancels a training period and the department is unable to reschedule training.

**J.** Temporary schedule adjustments for training purposes only will be acceptable provided that: the officer(s) involved are provided a minimum of one (1) full shift's notice of said adjustment; the reason(s) for said adjustment are made known to those affected; the schedules are readjusted to the original alignment once the reason(s) for the adjustment is/are met.

**K.** Any member who is utilized as an Instructor for any training, qualifications or in-service training on his/her day off, shall be compensated at 1½ times his/her hourly rate.



**ARTICLE VI**

**LONGEVITY AND DETECTIVE ALLOWANCE**

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

6th through 10th year of service	2 per cent
11th through 15th year of service	4 per cent
16th through 20th year of service	6 per cent
21st through 24th year of service	8 per cent
beginning the 25th year of service and over	10 per cent

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

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

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

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

**G.** In accordance with the applicable Ordinance, each police officer appointed by the Mayor and Council as a Detective shall receive a special allowance of \$1,000.00 in addition to their regular compensation.

## ARTICLE VII

### BENEFITS AND OBLIGATIONS CONFERRED BY ORDINANCE

A. Except as otherwise provided herein, all benefits and obligations which have heretofore insured 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

B. There shall be no unilateral changes in any terms and conditions of employment enjoyed by the employees.

## ARTICLE VIII

### HOLIDAYS AND VACATIONS

A. Each police officer shall be paid at his regular rate of pay for fourteen (14) holidays, based on 10-3/4 hour days. seven (7) days shall be paid on the last pay period in June and seven (7) days shall be paid on the last pay period in November. Regardless of the schedule worked as provided herein, holiday pay shall be calculated upon a thirty-seven and one-half (37-1/2) hour work week.

B. Upon advance notice, subject to reasonable approval of the Chief of Police or his designee, and in accordance with the procedure established herein, each police officer shall be entitled to four (4) holiday leave days annually with pay which shall be designated as personal days. All members working a schedule of four days on and three days off shall receive four and one-half (4-1/2) days.

1. Requests for personal day leave must be answered within forty-eight (48) hours of the initial request.

2. Except in emergencies, all requests for personal day leave shall be date and time stamped. Requests shall be granted on a first come first served basis.

3. Requests made for personal day leave on the same tour and date by two (2) or more employees shall be granted in the order of seniority.

4. No requests for personal day leave shall be submitted or accepted more than two (2) months in advance of the requested date.

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

	Patrol	Administrative
5 through 9 years service	14 days	16 days
10 through 14 years service	16 days	18 days
15 through 19 years service	18 days	20 days
20 or more years service	20 days	24 days

D. All above references to days shall mean work days.

E. Vacation pay shall be included with the last regular pay check prior to vacation if a minimum of two (2) weeks notice is given in writing to the payroll clerk. Each member shall be responsible for all appropriate deductions on demand.

F. Any member of the department who has "carried over" personal days accrued prior to 1990 shall have said days credited as eight hours. Personal days carried over from 1990 and thereafter, a full tour day based upon the individual employee's work schedule at the time of personal day leave request shall be credited.

## ARTICLE IX

### CLOTHING AND EQUIPMENT

A. As in the past, all clothing and equipment will be issued by the Borough to each uniformed police officer. In lieu of any replacement or maintenance allowance, the Borough agrees to replace any clothing or equipment items which are worn, damaged or destroyed. In lieu of the above, all plain clothes officers and administrative personnel shall receive a four hundred (\$400.00) dollar clothing allowance at the discretion of the Chief of police.

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.

**ARTICLE X**  
**GRIEVANCES**

**A.** The following procedure for adjusting grievances between the municipality and Superior Officers' P.B.A. Local 99 is intended to provide the Borough and Superior Officers' 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 Superior Officers Association as to the meaning, application or operation of any of the provisions of the contract between the Borough and the S.O.A., such a 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 or reasonably became known to the party and processed the manner set forth hereinafter.

**Step 1.** The appropriate S.O.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 Step 2.

**Step 2.** Within ten (10) days from the date of submission of the written statement herein before referred to, the appropriate S.O.A. representatives, the aggrieved party and the 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 herein before referred to, the appropriate S.O.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, only S.O.A. or the Borough, may institute Arbitration proceedings when the Grievance Procedure has been exhausted, by serving written demand upon the other party by furnishing that party with a copy of the request made to 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 all Parties.

E. The reasonable expenses of the Arbitrator herein before referred to shall be borne equally by the Borough and the S.O.A. and the reasonable expenses of the witnesses called by one or the other of the parties to the grievance shall be borne by each respectively. In the event the S.O.A. requires the attendance of witnesses at said hearing who may be on duty, the Borough agrees to release the witnesses as requested, if same can be done without detriment to the public good, without loss of wages penalty to such witnesses; similarly, in the event the Borough requires the attendance of witnesses at said hearing who are members of the S.O.A. the latter agrees to release the witnesses as requested without any reprisals to such witnesses.

F. Nothing in the within grievance procedure shall eliminate, repeal, or modify Judicial or Civil Service procedures regarding disciplinary action filed against an individual member or members of the Department's Rules and Regulations. Disciplinary actions shall be arbitrable to the extent permitted by law.

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 meeting.

## ARTICLE XII

### RETENTION OF BENEFITS

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

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

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

3. *Death in immediate family:* Maximum of four (4) days off except as required with the approval of the Chief. Immediate family includes: spouse, child, parent, brother, sister, grandparent; or mother, father, brother, sister, grandparent of spouse.

4. *Death of other family members:* Time off shall be granted from any shift ending on the calendar day of the funeral of: aunt, uncle, niece, or nephew and for aunt, uncle, niece, or nephew of spouse.

B. The reference to the term "day" in the Article shall mean one (1) full tour of duty regardless of the schedule worked by the affected employee.



## ARTICLE XIII

### DENTAL, PRESCRIPTION AND OPTICAL PLANS

A. The Borough shall provide all employees, covered by this Agreement, with dental program for all employees and for each employee's spouse and children. The total cost of the plan shall be borne by the Borough.

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

C. The Borough shall provide all employees covered by this Agreement, with an Optical plan which will provide one (1) pair of eyeglasses (frames and lenses) not to exceed \$70.00 and one (1) eye examination not to exceed \$30.00 annually. The total cost of this benefit shall be borne by the Borough.

**ARTICLE XIV**  
**LEGAL REPRESENTATION**

A. The Borough shall provide legal advise 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 the Article.

## ARTICLE XVI

### RULES AND REGULATIONS

A. The Borough agrees that it will not establish new work or regulations or modify or amend existing work rules or regulations, 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 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 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.

F. The Borough agrees that it will not engage in any type of lock-out against the members of this bargaining unit, nor shall it engage, cause to be engaged, or condone any such actions which may be deleterious or discriminatory against any member or members of this bargaining unit or against the S.O.A. as an individual entity as a result of any dispute, disagreement, impasse, or situation arising out of the collective negotiations process or resulting relationship.

## 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 the 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**

### **SHIFT SELECTION**

All members covered by this agreement who work a four day on four day off schedule shall pick their shift based on seniority as defined in the Rules and Regulations.

Work hours shall be determined by the Chief of Police.

All members covered by this agreement who work a four day on three day off schedule shall work hours determined by the Chief of Police.


ARTICLE XX

TERMS OF AGREEMENT

THIS AGREEMENT SHALL BE EFFECTIVE AS OF JANUARY 1ST, 1996 AND SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL DECEMBER 31ST, 1998. IN THE EVENT NEGOTIATIONS CONTINUE AFTER DECEMBER 31ST, 1998, THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL CONTINUE IN FULL FORCE AND EFFECT UNTIL A SUBSTITUTE AGREEMENT IS REACHED.


IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 27 DAY OF January 1998.

SUPERIOR OFFICERS' ASSOCIATION

  
\_\_\_\_\_  
CAPT. RUDOLPH G. BASSMAN

BOROUGH OF ROSELLE

  
\_\_\_\_\_  
MAYOR JOSEPH PICARO

  
\_\_\_\_\_  
JOHANNA BREDEN, BOROUGH CLERK