

**AGREEMENT**

**BETWEEN**

**TOWNSHIP OF ROCHELLE PARK**

**AND**

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

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**JANUARY 1, 2006 THROUGH DECEMBER 31, 2010**

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**LOCCKE & CORREIA P.A.  
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## **PREAMBLE**

**THIS AGREEMENT, made this 1<sup>ST</sup> day of January, 2006, 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 Police Department (hereinafter called "Employees), excluding superior officers and the Chief of Police.**

**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:**

**PREAMBLE**

**THIS AGREEMENT, made this 1<sup>ST</sup> day of January, 2006, 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 Police Department (hereinafter called "Employees), excluding superior officers and the Chief of Police.**

**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:**

**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, excluding superior officers and the Chief of Police.**
- 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.**

## **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.**

### **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 it's 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 it's rights, responsibilities and authority under R.R. 40 and R.S. 11, or any other national, state, county or local laws or ordinances.**

**IV. NEGOTIATION PROCEDURE**

- 4.1 The collective negotiations with respect to rates of pay, hours of work or conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties and such additional agents or persons as each of the parties shall designate as its negotiating team.**
- 4.2 Collective negotiation meetings shall be held at times and places mutually convenient at the request of either the Township or the Employees.**
- 4.3 Employees who may be designated to participate in the collective negotiations will be excused from police assignment, provided that their absence from duty will not interfere seriously with the operation of the Township Police Department in the opinion of the Chief of Police.**
- 4.4 The duly authorized negotiating agent to 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 operation of the of the Township, subject only to the limitations of this Agreement and applicable State Laws is vested in and retained by the Township exclusively.**

**VI. CONTINUED WORK OPERATIONS**

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

**VII. NON-DISCRIMINATION**

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

## **VIII. MEDICAL, DENTAL, AND PRESCRIPTION INSURANCE**

- 8.1** The Township shall continue to provide all Employees and member 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 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.

**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. The specific plan and covered benefits under said plan shall be as set for therein Scheduled C annexed.

**IX. SCHEDULE OF WORK**

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

**9.2 Except as set forth in 9.6 hereof, employees covered by this agreement shall remain on a 5-2, 5-2, 5-3 schedule. The method of scheduling and compensation shall be unchanged.**

**9.3 Switching a member of the police department from one shift to another involuntarily shall occur for vacations, illness, injury or an emergency personal day of which six (6) shift changes per year can be utilized for these purposes only.**

**Switching a member of the Police Department from one shift to another involuntarily can occur for unscheduled rises in crime of which two (2) shift changes per year can be utilized for this purpose only. Shift changes for unscheduled rises in crime can only be used for the apprehension of criminals within the Township and shall only be used for documented patterns of criminal activity. These shift changes can not 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 that 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 Year's Eve, New Year's 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 member's normal off hours.**

**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 or senior members upon at least four (4) days written notice to the employee for vacation, illness, injury or for the purpose of unscheduled rises in crime. With respect to emergency personal days, an involuntary switching of shifts may be made upon at least eight (8) hours notice to the employee. Six (6) shift changes for vacations, illness, injury or an emergency personal day shall and will be the maximum for each member of the Police Department. Two (2) shift changes for unscheduled rises in crime shall and will be the maximum for each member of the Police Department. Any violation of the provision shall result in all altered working time for all persons affected being compensated at a rate two and one-half times the rate of compensation otherwise provided in the agreement.**

- 9.4** Upon four (4) days prior notification to the Chief of Police, employees covered by this agreement shall be permitted to exchange shifts between themselves, without limitation. Upon less than four (4) days notice, employees covered by this agreement shall be permitted to exchange shifts between themselves except when the mutual switching of shifts by the employees would directly interfere with any of the following previously scheduled and posted events: the appearance of either employee at school, court or special details.
- 9.5** The prior practice of providing a stipend to certain members in lieu of overtime shall be discontinued and all members, irrespective of assignments, shall receive overtime pay at the time and one-half rate.
- 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 1990 hour annual calendar. The employee's additional days off shall be posted annually along with the normal posting of the yearly schedule. These additional days off shall be either the Friday immediately preceding or the Monday immediately following the member's normal weekend off.



**X. HOLIDAYS**

**10.1 All Employees shall have fifteen (15) paid holidays per year. All holiday compensation shall be paid at time and one-half (1 ½) and shall continue to be added to the yearly salary for the purpose of computing the hourly rate.**

**XI. WAGES**

- 11.1 The base wages of the various Employees covered under this Agreement shall be as set forth on Schedules “A-1”, “A-2” and “A-3” 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 member’s base pay, holiday pay, college credit pay and longevity, and then dividing by 1990 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 (150%).**

## **XII. CLOTHING ALLOWANCE**

- 12.1** The Township shall pay to each Employee covered by this Agreement, who has completed at least (1) year as a member of the Police Department, a clothing allowance which is to be used toward uniform and equipment replacement, maintenance and cleaning. Said payments are to be made during the month of June each year. The annual clothing allowance shall be Seven Hundred and Fifty (\$750.00) Dollars in 2006, 2007, 2008, 2009 and 2010.
- 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.
- 12.3** Uniforms, equipment or personal property worn while in the performance of duty, which become damaged as a result thereof, shall be repaired or replaced by or at the expense of the Township, provided that notice of such damage and the circumstances thereof are reported within a reasonable period of time after the damage occurred. Such payment shall not constitute a set-off or be charged to an Employee's annual clothing allowance. The Township shall not be required to pay an Employee any more than Two Hundred Dollars (\$200.00) for any damaged personal property under this section.

**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 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 Department first, in an order of preference based upon a rotating seniority roster. There may be certain situations in which the Department, because of special skills or other attributes of a particular officer, determines that it is 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 the overtime roster. This purpose shall not be defeated by the Township's selection of special persons for special details as set forth herein. Such overtime will be offered to persons other than full time employees only if it has first been refused by each member on the seniority roster aforementioned.
- 13.4** It is understood and agreed that the clauses relating to overtime will require an equalization of overtime among all full time employees of the Department.

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

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

**XIV. COURT TIME**

- 14.1** The appearance of any full time police officer at a criminal hearing in the County or Superior Court, or before the Grand Jury or Motor Vehicle Department, or Municipal Court, 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.

**XV. LONGEVITY**

**15.1 All full time employees of the police department hired on or before 12/31/97 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 01/01/98 shall not be entitled to receive longevity pay as listed in section 15.1**

**XVI. VACATIONS**

**16.1 The Township shall provide the following vacations:**

- |           |   |                        |
|-----------|---|------------------------|
| <b>A.</b> | <b>From six (6) months but less than two (2) years.</b>       | <b>5 working days</b>  |
| <b>B.</b> | <b>From two (2) years, but less than five (5) years.</b>      | <b>10 working days</b> |
| <b>C.</b> | <b>From five (5) years, but less than ten (10) years.</b>     | <b>15 working days</b> |
| <b>D.</b> | <b>From ten (10) years, but less than fifteen (15) years.</b> | <b>20 working days</b> |
| <b>E.</b> | <b>From Fifteen (15) years.</b>                               | <b>25 working days</b> |

**16.2 The Chief shall post the annual work schedule on or before January 15, 2006 and each January 15<sup>th</sup> thereafter.**

**16.3 All rounds of vacation picks shall be completed by June 1<sup>st</sup> of each year. An event may encompass regular days off without constituting two (2) events.**

**16.4 Vacation picks not received on or before June 1<sup>st</sup> 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.**



- 16.5** Any Employee, of his/her own volition may carry up to four (4) days of vacation into the following year, so long as the employee utilizes these days as vacation prior to April 30<sup>th</sup> of the following year, and if not utilized, such days shall be lost. Any Employee, of his/her own volition may carry up to two (2) unused personal days into the following year, so long as the employee utilizes these days as vacation prior to April 30<sup>th</sup> of the following year, and if not utilized, such days shall be lost. The unused personal days will be converted to unused vacation days.
- 16.7** 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 dated February 13, 1989, a copy of which is annexed as Schedule D.

**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.**
- 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.**

## **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 (matters not involving loss of pay or time) 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 fifteen (15) working days of the occurrence of the event being grieved, the Employee shall discuss it informally with this 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 ten (10) 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 ten (10) 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 no written decision is rendered by the Police Chief or his designee, within ten (10) days of receipt of a written grievance, or if the Association is dissatisfied with the decision of the Police Chief or his designee, then, the Association may, within ten (10) days of receipt of the Police Chief's decision, appeal said decision to the Township Committee by presenting to the Township Clerk a written notice of appeal and copies of all previous correspondence relating to the matter in dispute. The Township Committee may, but need not, provide an opportunity to the Association and the Chief 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 by the Township Clerk of the notice of appeal.

**E.           STEP FOUR   Arbitration**

- (1) If no satisfactory resolution of the grievance is reached at Step Three, then within ten (10) 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.**

**XIX. ASSOCIATION REPRESENTATIVES**

**19.1 The Township recognizes the right of the PBA to designate one (1) representative and one (1) alternative for the enforcement of this agreement. The PBA 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 PBA 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 PBA or its officers.**

**19.3 The designated PBA 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.**

**19.4 The Township agrees to grant the necessary time off without discrimination for the PBA representative from the Rochelle Park Police Department to attend the state and county convention, state or county PBA meetings not to exceed one per month and, in addition, for the hours necessary to attend one meeting per month of the Local PBA chapter provided twenty-four (24) hours notice is given in writing to the Chief of Police.**

**XX. AGENCY SHOP**

**20.1 Any permanent employee in the bargaining unit on the effective date of this agreement who does not join the Union within thirty (30) days thereafter, any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of re-entry into employment with the unit shall, as a condition of employment, pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees, and assessments as 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 the Article.**

**XXI. TERMINAL LEAVE**

- 21.1** The Township of Rochelle Park shall provide every person who is covered by this agreement with six (6) months of terminal leave as a retirement benefit, during the six (6) months of terminal leave the retiring officer shall receive full pay and benefits but shall not be required to perform any duties. Retirement, as used herein, shall be defined as that retirement which is recognized by the New Jersey State Police and Firemen pension laws. The level of compensation and benefits payable during the period of terminal leave shall be at the same level as the officer received on the commencement of the terminal leave.
- 21.2** Each employee qualifying for benefits under this Article shall have the option of converting the above terminal leave benefit to a cash payment.
- 21.2.1** An employee shall provide the Township with not less than ninety (90) days advance notice of the Employee's retirement and election of option.
- 21.2.2** Upon receipt of the cash payment set forth in paragraph 21.2 above, the Employee is no longer to be considered an active member and is entitled to only those benefits available to retirees as per Paragraph 8.2 herein.
- 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.



**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 January 1, 2006. 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, 2010.
- 22.3** In the event the parties do not enter into a new agreement on or before midnight December 31, 2010, then this agreement shall continue in full force and effect from month to month, subject to being terminated upon written notice by either party, at least thirty (30) days prior to any intended expiration date.
- 22.4** All notices shall be served with either party on the other party, stating such intention to terminate or amend this agreement and shall be sent 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 PBA Local 102, c/o Rochelle Park Police Department, Rochelle Park, New Jersey.
- 22.5** The parties agree that they will receive proposals for any proposed change in this agreement pursuant to the P.E.R.C. Rules, and that they will meet and negotiate thereafter in an effort to arrive at a new collective bargaining agreement within the shortest time possible.

**XXIII. EDUCATIONAL INCENTIVE**

- 23.1** In addition to the salary ranges indicated in Schedule A, there shall be added to and made a part of the remuneration to each Employee, the sum of twenty (\$20.00) dollars per annum for each credit in courses where the subject matter is directly related to Police Science or towards a degree or associate degree in Police Science, subject to the following conditions and limitations.
- 23.2** Such credits must have been completed in and accepted by a recognized and accredited institution of higher learning.
- 32.3** Remuneration shall be paid on a credit basis until 64 credit hours have been completed. Thereafter, additional remuneration shall be paid only upon the completion of 90 credits. Thereafter, additional remuneration shall be paid only upon the conferring of a baccalaureate degree in Police Science and shall be paid on the basis of 120 credits.
- 23.4** Employees who become eligible for such additional remuneration prior to June 30<sup>th</sup> of any calendar year shall receive such additional remuneration pro rated, beginning with the first pay period on July of that calendar year.
- 23.5** Such additional remuneration shall be payable upon presentation to the Township Committee of a proper certification from the institution attended by such employee, setting forth the number of credit hours completed, the courses in which they were completed or the conferring of an association or baccalaureate degree in Police Science.

**XXIV. BILL OF RIGHTS**

**24.1 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.**

**24.2 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.**

**24.3 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.**

**XXV. PERSONNEL FILES**

- 25.1** Commencing upon the effective date of this agreement, all existing documents in the employee's personnel file shall be numbered consecutively and initialed by the employee, and any additional documents to be added to an employee's personnel file shall be initialed by the employee and numbered consecutively immediately prior to their insertion into the employee's personnel file. Only one file per employee may be maintained by the Township. Whenever a document is to be inserted into the employee's personnel file, the member shall, upon initialing, be provided with a copy of that document. If an employee refused to initial a document, the Chief shall note same on the document upon insertion in the personnel file.
- 25.2** Employees may schedule with the Chief of Police or his designee an appointment to review such employer's personnel file upon two (2) days advance notice, on Monday through Friday, except holidays, on not more than two (2) occasions per year.
- 25.3** At such appointed times, copies of documents within an employee's personnel file shall be provided upon the request of the employee.
- 25.4** Every employee shall have the right to rebut any derogatory or negative material remaining in the employee's file, and to have such rebuttal material attached to such derogatory or negative

**material and included in the employee's personnel file.**

**25.5**

**An employee 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.**

**XXVI. BEREAVEMENT LEAVE**

- 26.1** 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 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 100 miles of Rochelle Park.
- 26.2** For the purposes of this article, immediate family shall be limited to a spouse, grandparent, parent, child, grandchild, brother, sister, aunt, uncle, niece or nephew or the grandparent, parent, child grandchild, brother, sister, aunt, uncle, niece or nephew of the employee's spouse.

**XXVII. PERSONAL DAYS**

**27.1 Employees shall be entitled to take up to two (2) personal days off with pay per year, one on which 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 and “emergency personal day”.**

**If the Chief of Police is provided with less than sixteen (16) hours notice of the taking of a personal day, then the personal days shall be deemed an “emergency personal day”.**



**XXVIII. TOUR COMMANDER PAY**

**28.1 A patrolman who performs as Tour Commander in the absence of a Superior Officer acting as Tour Commander shall receive an additional amount for each tour so worked. Such payment shall be made to the member at the next pay period after he receives his regular pay for the tour during which he served as Tour Commander.**

**28.2 The below listed Tour Commander pay schedule shall take effect on the appropriate dates:**

**Effective 01/01/2006 the Tour Commander shall receive fifty-five (\$55.00) dollars for each tour so worked.**

**XXIX. MISCELLANEOUS**

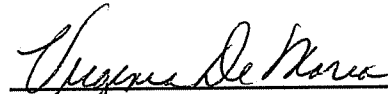
**29.1 (Deleted in exchange for deletion of Minimum Manning).**

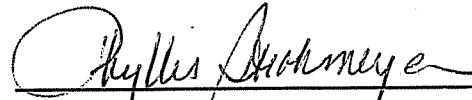
**29.2 In all references to any parties, persons or entities or corporations, the use of any particular gender or the plural or singular number shall be deemed to refer to and include the appropriate gender or number, as the text may require.**

**29.3 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.**

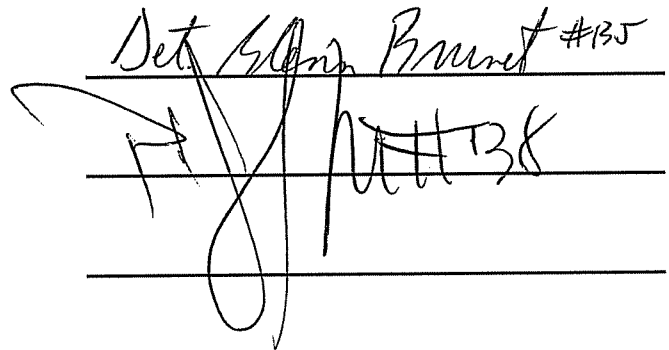
**IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused this agreement to be signed by their duly authorized officers or representatives on this day and year first above set forth.**

**ATTEST:**

  
\_\_\_\_\_  
**Virginia De Maria**  
**Municipal Clerk**

  
\_\_\_\_\_  
**Phyllis Strohmeyer**  
**Mayor**

\_\_\_\_\_  
**Members of the Negotiations**  
**Committee**

  
\_\_\_\_\_  
**Det. Glenn Brunet #135**  
\_\_\_\_\_  
**#138**  
\_\_\_\_\_

## SCHEDULE D

### Departmental Vacation Policy

#### Departmental Guidelines:

1. Two men are allowed to be on vacation per day.
2. A third man may be allowed to go on vacation if he can be accommodated.
3. Men will pick by seniority regardless of rank.
4. The Chief, Capt. and men 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 on non prime time vacations will begin on January 1, and will include the months of January, February, March, April and May.
3. On your first round of picks you are allowed up to 10 working days of prime time vacation. The 10 days will be picked in blocks or events of up to 5 days, each which may cover a span of up to 8 days.
4. Only 5 working days will be chosen on the second round of vacation picks but they can be chosen without any restrictions.
5. On the third round of vacation picking the person can choose up to the remainder of days he has left.
6. Any member picking vacation in non-prime time must first check with all men senior to him and will fill out and have signed the appropriate form before the pick will be accepted. Once this procedure is completed and approved no man can be bumped regardless of seniority.
7. No man can cancel vacation picks that were picked in blocks of five days or 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 Capt.

8. **Carryover days that were left from the previous year will have no effect on the New Year and may be chosen at the discretion of the individual by seniority and approval of the Chief or Capt.**
9. **Once the selection process has started and a man wishes to take vacation within a 4-day period and the day is open for vacation he can do so without prior notice to a senior man.**

**1<sup>st</sup> choice selections 10 days**

**Please choose as early as possible and advise the next man in line.**

**Vacation picks are not firm until approved by the Chief or Capt.**

**SCHEDULE A-1**

**BASE WAGE SCHEDULE FOR EMPLOYEES HIRED ON OR BEFORE 12/31/1997**

	Eff.	Eff.	Eff.	Eff.	Eff.
	<u>01/01/06</u>	<u>01/01/07</u>	<u>01/01/08</u>	<u>01/01/09</u>	<u>01/01/10</u>
Step One (During the 1 <sup>st</sup> year of service)	33,083 ✓	34,406 ✓	35,782 ✓	37,213 ✓	38,702 ✓
Step Two (Upon completion of 1 <sup>st</sup> full year of service)	39,286 ✓	40,857 ✓	42,491 ✓	44,191 ✓	45,959 ✓
Step Three (Upon completion of 2 <sup>nd</sup> full year of service)	46,867 ✓	48,742 ✓	50,692 ✓	52,720 ✓	54,829 ✓
Step Four (Upon completion of 3 <sup>rd</sup> full year of service)	58,621 ✓	60,966 ✓	63,405 ✓	65,941 ✓	68,579 ✓
Step Five (Upon completion of 4 <sup>th</sup> full year of service)	72,878 ✓	75,793 ✓	78,825 ✓	81,978 ✓	85,257 ✓
Step Six (Upon completion of 5 <sup>th</sup> full year of service)	82,387 ✓	85,682 ✓	89,109 ✓	92,673 ✓	96,380 ✓
Step Seven (Upon completion of 6 <sup>th</sup> full year of service)	88,724 ✓	92,273 ✓	95,964 ✓	99,803 ✓	103,795 ✓
Step Eight (Upon completion of 7 <sup>th</sup> full year of service)	99,412 ✓	103,388 ✓	107,524 ✓	111,825 ✓	116,298 ✓

SCHEDULE A-2

BASE WAGE SCHEDULE FOR EMPLOYEES HIRED ON OR AFTER 01/01/1998

	Eff.	Eff.	Eff.	Eff.	Eff.
	<u>01/01/06</u>	<u>01/01/07</u>	<u>01/01/08</u>	<u>01/01/09</u>	<u>01/01/10</u>
Step One (During the 1 <sup>st</sup> . year of service)	33,083 ✓	34,406 ✓	35,782 ✓	37,213 ✓	38,702 ✓
Step Two (Upon completion of 1 <sup>st</sup> full year of service)	39,286 ✓	40,857 ✓	42,491 ✓	44,191 ✓	45,959 ✓
Step Three (Upon completion of 2 <sup>nd</sup> full year of service)	46,867 ✓	48,742 ✓	50,692 ✓	52,720 ✓	54,829 ✓
Step Four (Upon completion of 3 <sup>rd</sup> full year of service)	58,621 ✓	60,966 ✓	63,405 ✓	65,941 ✓	68,579 ✓
Step Five (Upon completion of 4 <sup>th</sup> full year of service)	72,878 ✓	75,793 ✓	78,825 ✓	81,978 ✓	85,257 ✓
Step Six (Upon completion of 5 <sup>th</sup> full year of service)	82,387 ✓	85,682 ✓	89,109 ✓	92,673 ✓	96,380 ✓
Step Seven (Upon completion of 6 <sup>th</sup> full year of service)	88,724 ✓	92,273 ✓	95,964 ✓	99,803 ✓	103,795 ✓
Step Eight (Upon completion of 7 <sup>th</sup> full year of service)	99,412 ✓	103,388 ✓	107,524 ✓	111,825 ✓	116,298 ✓

**SCHEDULE A-3**

**BASE WAGE SCHEDULE FOR EMPLOYEES HIRED ON OR AFTER 01/01/2006**

	Eff. <u>01/01/06</u>	Eff. <u>01/01/07</u>	Eff. <u>01/01/08</u>	Eff. <u>01/01/09</u>	Eff. <u>01/01/10</u>
Step One (During the 1 <sup>st</sup> . year of service)	28,000 ✓	29,120 ✓	30,285 ✓	31,496 ✓	32,756 ✓
Step Two (Upon completion of 1 <sup>st</sup> full year of service)	33,643 ✓	34,989 ✓	36,389 ✓	37,845 ✓	39,359 ✓
Step Three (Upon completion of 2 <sup>nd</sup> full year of service)	39,286 ✓	40,857 ✓	42,491 ✓	44,191 ✓	45,959 ✓
Step Four (Upon completion of 3 <sup>rd</sup> full year of service)	46,867 ✓	48,742 ✓	50,692 ✓	52,720 ✓	54,829 ✓
Step Five (Upon completion of 4 <sup>th</sup> full year of service)	58,621 ✓	60,966 ✓	63,405 ✓	65,941 ✓	68,579 ✓
Step Six (Upon completion of 5 <sup>th</sup> full year of service)	72,878 ✓	75,793 ✓	78,825 ✓	81,978 ✓	85,257 ✓
Step Seven (Upon completion of 6 <sup>th</sup> full year of service)	82,387 ✓	85,682 ✓	89,109 ✓	92,673 ✓	96,380 ✓
Step Eight (Upon completion of 7 <sup>th</sup> full year of service)	88,724 ✓	92,273 ✓	95,964 ✓	99,803 ✓	103,795 ✓
Step Nine (Upon completion of 8 <sup>th</sup> full year of service)	99,412 ✓	103,388 ✓	107,524 ✓	111,825 ✓	116,298 ✓