

Contract no. 974-

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS
JUN 15 1989
RUTGERS UNIVERSITY

AGREEMENT
BETWEEN
BOROUGH OF ROSELLE PARK
AND
NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION
LOCAL NO. 27
JANUARY 1, 1989 THROUGH DECEMBER 31, 1991

PREAMBLE

THIS AGREEMENT entered into this _____ day of _____, 1989 between the BOROUGH OF ROSELLE PARK, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Borough" or Employer" and the NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 27, hereinafter referred to as the "PBA" or "Employee":

W I T N E S S E T H:

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours of work, grievances, and other conditions of employment;

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained, the parties hereto agree with each other in respect to the employees of the Employer recognized as being represented by the PBA as follows:

ARTICLE I

RECOGNITION

The employer hereby recognizes the aforementioned PBA as the exclusive representative for all of its patrolmen.

ARTICLE II
MANAGEMENT RIGHTS

It is recognized that the management of the Police Department, the control of its properties and the maintenance of order and efficiency are solely responsibilities of the Borough. Accordingly, the Borough retains the following rights, except as specifically provided in this agreement, including but not limited to, selection and direction of the force; to hire; suspend or discharge as provided for by N.J.S.A. 40A:14-147 and any amendment thereto; to assign, promote, demote or transfer; to determine the amount of overtime to be worked; to relieve employees from duty because of lack of work as provided for N.J.S.A. 40A:14-143; to decide on the number and location of facilities; to determine the work to be performed, amount of supervision necessary, equipment, methods, schedules, together with the selection procurement, designment, engineering and the control of equipment and materials; and to purchase services of others, contracts or otherwise; and to otherwise determine the methods, means and personnel by which its operations are to be conducted.

ARTICLE III

EMPLOYER AND PBA ACTIVITIES

Section 1. It is understood and agreed that there shall be no restraint, coercion, interference or discriminations by the Employer or any of its agents, against any employees represented by the PBA because of membership therein or the carrying on of any lawful PBA activities.

Section 2. It is further understood and agreed that it shall not be just cause for discipline of any employee because such employee engaged in lawful PBA activities of any kind.

Section 3. It is understood and agreed that employees shall not engage in any PBA activity during normal working hours. However, the duly authorized representative of the PBA shall have the right during normal working hours of the day to consult with the shift commander or officer in charge of the department in the event of a grievance. The President of the PBA shall be granted leave from duty with pay to perform the duties of that office within the Borough of Roselle Park for meetings, with the permission of the Police Chief, which shall not be unreasonably withheld.

Section 4. It is the policy of the employer and the PBA that provisions of this agreement shall be applied to all covered employees without regard to sex, race, color, creed or national origin.

Section 5. The PBA Delegate shall receive time off with pay to attend all regularly scheduled meetings of the State, County and Tri-County PBA. He may also attend, without loss of pay, local meetings of PBA for a time not to exceed one-half hour for the purpose of delivering reports.

Section 6. The PBA Delegate and two alternates shall receive time off with pay to attend the annual PBA convention or conventions as prescribed by New Jersey Law, pursuant to N.J.S.A. 40A:14-177.

Section 7. The representatives chosen by the PBA shall have quarterly meetings with the Roselle Park Police Committee to discuss matters of mutual concern.

Section 8. The PBA Delegate, or one alternate representative selected by the PBA, shall be granted three hours off duty with pay one day per month to attend the monthly meetings of the Executive Board of the State PBA, only where the

meeting shall fall during the officer's shift.

ARTICLE IV
GRIEVANCE PROCEDURE

A. Grievance shall be defined as a claim by a police officer or the PBA based upon the interpretation, application or alleged violation of this agreement, which adversely affects the terms and conditions of employment of a police officer or group of police officers, which terms and conditions of employment are governed by this contract.

B. A grievance shall be submitted as set forth in the agreement within ten (10) calendar days of the date the PBA knew or should have known of its occurrence. Once a grievance is properly filed, the same shall be processed in accordance with the grievance and arbitration provisions of this agreement.

Section 1

To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to the interpretation or application of express provisions of this Agreement the following procedures shall be followed:

Step 1

A. An officer with a grievance shall first discuss the matter verbally with his supervisor with a view to resolving the grievance informally.

Step 2

If the aggrieved party is not satisfied with the disposition of his grievance at Step 1, or if no decision has been rendered within seven (7) days after presentation of that grievance at Step 1, he may file a written grievance with the Chief of Police or, in his absence, a representative designated by the Chief of Police. A meeting on the written grievance shall be held within seven (7) days of the filing of the written grievances between the Chief of Police or his designated representative. A decision thereon shall be rendered in writing by the Chief of Police within seven (7) days after the holding of such meeting.

Step 3

If the aggrieved party is not satisfied with the disposition of his grievance at Step 2, or if no written decision has been rendered within seven (7) days after the presentation of that grievance at Step 2, the matter may be referred by him or the PBA to the Police Committee. A meeting on the grievance shall be held between him or the PBA and the Police Committee within 14

days after the grievance is presented to the Committee or as soon thereafter as is practicable at which meeting the parties may be represented. Said meeting shall not be held publicly. The Police Committee shall render a final written decision within 18 days of the date of the meeting.

Step 4

If the aggrieved party is not satisfied with the disposition of his grievance at Step 3, or if no written decision has been rendered within 18 days after the presentation of that grievance at Step 3, the matter may be referred by the PBA to the Mayor and Council. A meeting on the grievance shall be held between the PBA and the Mayor and Council within 14 days after the grievance is presented to the Mayor or Council or as soon thereafter as is practicable at which meeting the parties may be represented. Said meeting shall be held in accord with the provisions of the Open Public Meetings Act of the State of New Jersey. The Mayor and Council shall render a final written decision within 18 days of the date of the meeting.

Step 5

If the aggrieved party is not satisfied with the disposition of his grievance at Step 4, or if no written decision has been reached within 18 days after the presentation of that grievance

at Step 4, the matter may be referred by the PBA, to binding grievance arbitration in accordance with the procedures established by the New Jersey Public Employment Relations Commission.

The arbitrator's authority shall be strictly limited to determining grievances involving the interpretation, application or alleged violation of the specific terms of this agreement and those existing Borough established practices and work rules which specifically relate to terms and conditions of employment which are incorporated herein by reference under Article XIX, Retention of Benefits.

The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this agreement or the laws of the State. The arbitrator shall not have the power to determine any issue involving any written policies, rules, regulations, orders and ordinances, or any established practices, or procedures of the Borough which relate to inherent managerial prerogatives that are beyond the scope of mandatorily negotiable terms and conditions of employment.

The arbitrator shall confine himself to the precise issue submitted for arbitration through the steps of the grievance procedure and shall have no authority to determine any other issues not so submitted to him.

The arbitrator's fee shall be fully borne by the party which

loses the arbitration. However, if the arbitrator finds partially in favor of the Borough and partially in favor of the PBA, the arbitrator's fee shall be borne equally by both parties.

Section 2

The time limits specified in the grievance procedure shall be construed as maximum.

Section 3

A grievance must be presented at Step 1 within ten (10) days from the date of occurrence of the facts which gave rise to the grievance. If it is not presented within the aforementioned time period, it shall not thereafter be considered a grievance under this Agreement.

Section 4

Any employee may be represented at all states of the grievance procedure by himself, or, at his option, by the PBA except during Step 1A. When an employee is not represented by the PBA, the PBA shall have the right to be present and state its views at all stages of the grievance procedure unless the employee objects to the presence of the PBA, in which case the PBA may not be present at any stages of this procedure. In the event the PBA is not present after final determination at Step 4,

if such final determination is made, the PBA will promptly receive a copy of the employee's written grievance and a copy of the final determination thereof. However, only the PBA has the right to proceed to grievance arbitration in accordance with Step 5.

Section 5

It is understood that the within grievance procedure shall be applicable in all instances except where the statutes, Rules of Court, and laws of the State of New Jersey specifically set forth a procedure for the disposition of a complaint by the employee or for complaints against the employee in the nature of disciplinary procedures.

ARTICLE V

HOURS OF WORK AND OVERTIME

Section 1

The work day shall consist of not more than eight consecutive hours in a twenty-four (24) hour period. The work week shall consist of five (5) consecutive working days.

Section 2

Overtime -- shall be defined as all work in excess of forty

hours per week. Vacation days, holidays, compensation days, personal days and bereavement days are to be taken into account in the computation of the forty hour work week.

Only vacation days, holidays, compensation days, personal days and bereavement days can be utilized to preserve overtime that has been worked within a given forty hour work week. Only in this instance will the advance notification and approval of the use of vacation days, holidays, compensation days, personal days and bereavement days be waived in order to preserve overtime within a given forty hour work week.

Section 3

The Borough agrees to minute for minute compensation providing the forty (40) hours work week has been adhered to.

0 to 30 minutes -- Time and One-half Compensatory Time
31 to 60 minutes -- Time and One-half Pay for a full hour
after 60 minutes -- Time and One-half Pay for each minute
of overtime.

Section 4

Whenever an employee is called back to duty during his regularly scheduled time off, he shall receive time and one-half pay for all minutes worked.

Section 5

Whenever an employee is required in the performance of duty to appear in any court or administrative proceedings, including municipal court during his off-duty time, he shall receive time and one-half pay for all minutes worked.

Section 6

Whenever an employee is required to attend training sessions mandated by the State statute or departmental regulation during his off-duty time, he shall receive time and one-half pay for all minutes worked.

Section 7

In lieu of receiving time and one-half pay for overtime worked, the employee may elect to receive compensatory time off at the time and one-half rate in accordance with Section 3, 4, 5, and 6 hereof. The election for compensatory time in lieu of cash must be made at the conclusion of the overtime period worked.

ARTICLE VI

POLICE SCHEDULE/ASSIGNMENTS

A. Whenever additional police personnel are required, for internal or external use, regular patrol police officers are to be given priority over special police officers in the following order:

1. Regular off-duty police patrol officers;
2. Regular patrol police officers immediately prior to the commencement of their regular shift or immediately following performance of their regular shift;
3. Detective patrolman and/or Traffic Safety Officers;
4. Special off-duty police officers;
5. Working special police officers;
6. If none of the above available, the Chief of Police has the right to order someone into work duty who is off duty.

B. When a regular police officer is called upon to work overtime, he shall be permitted to work a total of twelve continuous hours unless, in the judgment of the Chief of Police, or officer in charge, an emergent situation requires his performance for a longer continuous period.

ARTICLE VII

SALARIES

Section 1

Retroactive to January 1, 1989, all employees covered by this Agreement shall receive a 7.0% increase over their 1988 base salaries.

Section 2

Effective January 1, 1990, all employees covered by his agreement shall receive a 7.0% increase over their 1989 base salaries.

Section 3

Effective January 1, 1991, all employees covered by this agreement shall receive a 7.0% increase over their 1990 base salaries.

Section 4

Payment of Salaries: Officers shall receive their salary on regularly scheduled pay days. However, if an employee is on a day off or vacation day he must be paid either on his regularly scheduled pay day or on the day preceding at 3:00 p.m. However, if an officer is on vacation he may receive his salary on the

last scheduled work day prior to said vacation day provided a written request for same is submitted to the Chief of Police at least four weeks prior to the aforesaid vacation day.

Section 5

In addition to the base annual salary provided hereinabove, each employee assigned to the Detective Bureau shall receive an additional increment in salary of \$800.00 for 1989 and 1990 and additional \$100.00 for 1991 for a total of \$900.00.

Section 6

A salary guide for 1989, 1990 and 1991 shall forthwith be prepared by the Borough and, after submission to the PBA for approval and verification shall be attached hereto as Appendix A.

ARTICLE VIII

LONGEVITY

In addition to all of the compensation and benefits provided herein, each employee covered by this agreement, who shall be presently entitled hereto, shall receive longevity compensation equivalent to two (2%) percent of his previous year's base salary for each five (5) years of continuous service to the Borough, with a maximum of eight (8%) percent longevity compensation in

accordance with existing practice. Those officers receiving ten (10%) percent as of June 14, 1984, shall continue to receive ten (10%) percent under this Agreement. Officers who are not eligible for ten (10%) percent longevity compensation as of June 14, 1984, shall be eligible to receive a maximum of eight (8%) percent longevity compensation based on the existing schedule.

ARTICLE IX
MERIT INCENTIVE PROGRAM

Section 1

In addition to the annual salary, a merit incentive step payment program is hereby instituted for all fourth (4th) grade patrolmen. Such merit incentive step payment shall be determined according to the following schedule and implemented in accordance with Schedule "A", to be provided at a later date. Members of the P.B.A. who are eligible for longevity as provided in Article VIII will not participate in the merit incentive program for 1989 and 1990. In 1991, all P.B.A. members will be eligible to participate as set forth herein.

a. For the period starting January 1, 1989:

<u>Incentive Step</u>	<u>Points Required</u>	<u>Dollar-Value Per Point</u>	<u>Additional Compensation</u>
1st	30	\$10.00	\$ 300.00
2nd	45	\$10.00	\$ 450.00

3rd	70	\$10.00	\$ 700.00
4th	90	\$10.00	\$ 900.00
5th	110	\$10.00	\$1,100.00
6th	120	\$10.00	\$1,200.00
7th	140*	\$10.00	\$1,400.00*
8th	160*	\$10.00	\$1,600.00*

* Must have obtained a minimum of an Associates Degree to qualify for this additional compensation.

b. For the period starting January 1, 1990:

<u>Incentive Step</u>	<u>Points Required</u>	<u>Dollar Value Per Point</u>	<u>Additional Compensation</u>
1st	30	\$10.00	\$ 300.00
2nd	45	\$10.00	\$ 450.00
3rd	70	\$10.00	\$ 700.00
4th	90	\$10.00	\$ 900.00
5th	110	\$10.00	\$1,100.00
6th	120	\$10.00	\$1,200.00
7th	140*	\$10.00	\$1,400.00*
8th	160*	\$10.00	\$1,600.00*

*Must have obtained a minimum of an Associates Degree to qualify for this additional compensation.

c. For the period starting January 1, 1991:

<u>Incentive Step</u>	<u>Points Required</u>	<u>Dollar Value Per Point</u>	<u>Additional Compensation</u>
1st	30	\$10.00	\$ 300.00
2nd	45	\$10.00	\$ 450.00
3rd	70	\$10.00	\$ 700.00
4th	90	\$10.00	\$ 900.00
5th	110	\$10.00	\$1,100.00
6th	120	\$10.00	\$1,200.00
7th	140*	\$10.00	\$1,400.00*
8th	160*	\$10.00	\$1,600.00*

* Must have obtained a minimum of an Associates Degree to qualify for this additional compensation.

Section 2

The merit incentive points are to be awarded as follows:

1. Prior to January 1, 1980, each class hour at approved courses of more than ten (10) hours conducted by State, Federal or other training agencies outside of the departmental in-service training programs and initial recruit academy training - 1/20 point.
2. After January 1, 1980, each class hour at approved courses of more than (8) hours conducted by State, Federal or other training agencies outside of departmental in-service training programs and initial recruit academy training - 1/15 point.
3. Each full year of service in the department - 1 point. This cannot be counted twice. If credit given under longevity, cannot be applied here.
4. Each approved semester hour credit obtained in a college, technical institute or other institution of higher learning in courses prescribed by the Chief of Police with approval of the Borough Council - 1 point.

5. Qualifying average mark of eighty (80) or above in annual in-service training examinations - 1 point.
6. Recognized hours obtained in correspondence courses prescribed by the Chief of Police with approval of the Borough Council. Points to be assigned each course prior to the commencement of said course. Range from 2 to 6 points.
7. Associates Degree - 15 points.
8. Associates Degree in Police Science - 25 points.
9. Baccalaureate Degree - 35 points.
10. Baccalaureate Degree with Police Field Major - 50 points. However, the maximum number of points that can be amassed for any degree or combination of degrees is 50 points.

Section 3

Points shall accumulate from date of appointment. Points earned during the period January 1 through December 31 are added and applied to the accumulated point total in the succeeding year for any additional compensation due in accordance with schedule set forth hereinabove. However, the additional compensation set forth in Schedule "A" shall not commence until completion of service as a fourth grade patrolman.

Section 4

Payment of merit incentive compensation shall be in two installments, namely on or before June 15 and December 15 of each year during the term of this agreement.

ARTICLE X

CLOTHING AND MAINTENANCE ALLOWANCE

Section 1

Each officer shall receive an annual clothing maintenance allowance. On June 1, 1989, each employee shall be entitled to receive a clothing and maintenance allowance of five hundred (\$500.00) dollars. On June 1, 1990, and June 1, 1991, each employee shall be entitled to receive a clothing and maintenance allowance of five hundred and twenty-five (\$525.00) dollars.

If an employee has fully expended his annual uniform and maintenance allowance for the replacement and maintenance of his police equipment and thereafter damages a uniform or a part thereof in the line of duty, the Borough will replace the damaged item or items upon receiving proof that he has expended his annual uniform and maintenance allowance.

Section 2

The Borough will endeavor to make any changes in uniform prior to April 1 of each year. If a change in the uniform is made by the Borough after April 1, the Borough will pay the full cost of said change in addition to the uniform allowance provided in Section 1 hereof.

Section 3

The employee shall keep receipts of all money expended on clothing and uniforms for the purposes of Section 1 and Section 2 herein and will be required to produce receipts when making application for additional funds for the reasons set forth above.

ARTICLE XI

HOSPITAL, MEDICAL AND DENTAL INSURANCE

Section 1 -- Hospital and Medical Coverage:

The Borough shall continue existing Blue Cross, Blue Shield, Rider J and Major Medical insurance coverage during the term of this Agreement. Any amendments to Blue Cross and Blue Shield coverage shall be negotiated between parties hereto.

Section 2 -- Retirement Coverage:

The Borough of Roselle Park shall pay the full cost of such hospitalization insurance of a member of the Roselle Park Police Department upon retirement after twenty five years of service or

when a member of the Roselle Park Police Department becomes disabled in line of duty. This coverage shall include the member's spouse and will remain in effect until the member reaches the age of sixty-five (65) years.

Upon attaining the age of sixty-five (65), the member may continue in the Borough's hospitalization plan, providing he agrees to make payments to the Borough Treasurer on a quarterly basis, in advance.

This option shall remain open to a retiree at age sixty-five (65) until the last of the calendar month in which his 65th birthday occurs. Failure to exercise this option will result in the forfeiture of continuance in the Borough's plan.

Section 3 -- Dental Plan:

The Borough shall provide all employees and their families with the New Jersey Dental Service Plan, Inc., Delta Plan #3A. The Borough shall have the right, with the approval of the PBA to substitute a different insurance carrier in the place of New Jersey Dental Service Plan, Inc., provided that the coverage is equal to or better than that afforded by New Jersey Dental Service Plan, Inc., and the PBA approval shall not be unreasonably withheld.

During 1989, 1990, and 1991, the Borough shall pay the full cost of the premium for this insurance.

Those employees who, as of January 1, 1989, are either

single or married without children, shall not be allowed to change their status in this insurance program to married, or married with children, during the calendar year, 1989. However, such employees shall have the entire first month of 1990 in which to inform the Borough of a change in their status for this insurance program for calendar year 1990.

Employees who, as of January 1, 1990, are either single or married without children, shall not be allowed to change their status in this insurance program to married, or married with children, during the calendar year 1990. However, such employees shall have the entire first month of 1991 in which to inform the Borough of a change in their status for this insurance program for calendar year 1991.

Similarly, those employees who, as of January 1, 1991, are either single or married without children, shall not be allowed to change their status in this insurance program to married, or married with children during calendar year, 1991, except to the extent provided above. In the event that the dental program is renegotiated and included in the 1992 PBA contract, then, in that event, such employees shall have the entire first month of 1992 in which to inform the Borough of change in their status for this insurance program for calendar year 1992. However, such employees shall have the entire first month of 1992 in which to inform the Borough of their intent to change their status in this

insurance program for calendar year 1992.

Newly hired employees, their wives and children shall not be entitled to the benefits of this dental insurance program until the employee has completed twelve months of service with the Borough Police Department.

Section 4 -- Drug Prescription Plan:

Effective January 1, 1989, the Borough shall provide, at its expense, all PBA employees and their families with coverage under a drug prescription plan selected and determined by the Borough. The Borough shall, thereafter, have the right to substitute a different drug prescription plan with the consent of the PBA Employees' Bargaining Unit, which consent shall not be unreasonably withheld, provided that replacement coverage is substantially equal to or better than the original plan.

ARTICLE XII

HOLIDAYS

Section 1

Effective January 1, 1989, each employee shall receive fourteen (14) holidays per year in the following manner:

nine (9) paid holidays at the regular rate of pay;

five (5) holidays to be given as days off.

Payment for the nine (9) holidays shall be made on or before November 15 of each year.

Section 2

Effective January 1, 1990 and 1991, each employee shall receive fourteen (14) holidays per year in the following manner:

eight (8) paid holidays at the regular rate of pay:

six (6) holidays to be given as days off; or

nine (9) paid holidays at the regular rate of pay:

five (5) holidays to be given as days off.

Payment for the eight (8) holidays shall be made on or before November 15 of each year.

Section 3

Request for holidays may be submitted for approval to the chief by three days prior to the holiday.

Additionally, the Borough will offer the full fourteen (14) holidays to be paid to any requesting individual. Option in March for payment in November.

Section 4

All paid holidays are to be included as part of the annual salary during the final year of employment. Should the employee elect this option, a fourteen month advance notification of

retirement to his/her immediate supervisor will be required.

ARTICLE XIII

AUTOMOBILE EXPENSE

When an employee uses his own motor vehicle on police business, including but not limited to County Court, State Court and Division of Motor Vehicle appearances, he shall be reimbursed at the rate of twenty-two (22) cents per mile, plus tolls and parking fees. Receipts for tolls and parking fees will be required. However, if in the discretion of the Chief of Police a municipal vehicle is available for such purposes, it is to be used in lieu of the employee's private motor vehicle.

ARTICLE XIV

PERSONAL DAYS

Section 1

Effective January 1, 1989, 1990 and 1991, each employee shall receive two personal days a year which can be utilized at the discretion of the employee provided there is sufficient manning to cover the employee's shift. If the employee has not used his personal day by the end of the calendar year, the

Borough shall pay the employee two days' pay at his regular daily rate for that year.

ARTICLE XV

VACATIONS

Section 1

Each employee's anniversary date of employment shall be the basis for determining earned vacation time due for that year.

Section 2

Each employee shall receive annual vacation leave with pay in accordance with the following schedule, based upon the completion of designated years of employment including probation time:

After Completion of (Probation Time Included):

1 year of employment	10 working days
2 and 3 years of employment	14 working days
4 and 5 years of employment	15 working days
6 through 10 years of employment	18 working days
11 through 15 years of employment	22 working days
16 through 19 years of employment	24 working days
20 years of employment and over	25 working days

Section 3

Employees will be permitted to split their vacations into three or four periods at their option but with the periods to be determined by the Chief of Police.

ARTICLE XVI

SICK LEAVE

Each employee shall be entitled to fifteen (15) days sick leave, with pay, per year. An employee may accrue up to 200 days unused sick leave for a confirmed (Doctor's Certificate) long term illness or disability.

Effective January 1, 1989, 1990 and 1991, an employee who retires will be entitled to cash payment equaling one day's regular pay for each four days of accrued sick leave with a ceiling of \$4,500.00.

ARTICLE XVIII

"ACTING" POSITIONS

Employees assigned in an "acting" position or capacity other than their regular position or capacity shall be compensated for such time worked at a rate equivalent to what that rate would be if they were permanently appointed to such a

position or capacity, provided such employee works at such position or capacity for two consecutive weeks after being appointed to such positions or capacity by the Chief of Police.

ARTICLE XVIII

SENIORITY

For the purposes of this agreement, "seniority" shall be defined as an employee's length of continuous and uninterrupted service with the Borough Police Department. Except as otherwise provided herein, seniority will be utilized with respect to all privileges currently enjoyed by the PBA, including but not limited to, selection of vacations and selection of days off.

ARTICLE XIX

RETENTION OF BENEFITS

Section 1

During the term of this Agreement, all terms and conditions of employment, established practices, and all other benefits conferred by ordinance or otherwise, relating to terms and conditions of employment, in existence as of the execution date of this Agreement, but which are not specifically set forth in this Agreement, shall be continued in the same manner and at the

same level without any alteration or reduction of any kind. However, the Borough retains its unilateral and unfettered authority to alter or amend any of its established practices, procedures, rules or orders which relate to inherent managerial prerogatives that are beyond the scope of mandatorily negotiable terms and conditions of employment, including but not limited to those managerial prerogatives as provided and specified in Article II.

Section 2

For purposes of this Agreement, the term "established practice relating to terms and conditions of employment" is defined as the Borough's customary mode of action or method dealing with a term and condition of employment which is not specifically set forth in this agreement. Due to the absence of a written agreement, such an established practice, to be binding on the Borough, must be: (1) unequivocal; (2) clearly enunciated, understood, accepted and acted upon; and (3) readily ascertainable over a reasonable period of time as a fixed and consistent mode of action or method of the Borough in dealing with a term and condition of employment.

ARTICLE XX

INSURANCE AND LEGAL REPRESENTATION

Section 1 -- Civil Action

The Borough agrees to continue to maintain in full force and effect all insurance coverage now provided by the employer for the benefit of and covering employees of the employer and specifically employees who are members of the bargaining unit covered by this Agreement.

The Borough agrees to furnish all necessary legal advice and representation in the defense of civil charges and allegations brought in any legal action against a member of the bargaining unit covered by this agreement, in accord with the provisions and subject to the limitations as are set forth in N.J.S.A. 40A:14-155, and shall undertake to defend or arrange for the defense of members of the bargaining unit. In the event of a judgment against a member of the bargaining unit arising out of or incidental to the performance of his duty, the Borough agrees to pay for said judgment or arrange for the payment of said judgment.

The Borough reserves the right to determine in what manner legal advice, counsel, representation and defense shall be afforded members of the bargaining unit, including, but not limited to, the providing of necessary liability insurance, and

any other form of insurance protection which the Borough may deem necessary and adequate in its discretion.

It is specifically understood between the parties to this agreement that a judgment of "punitive damages" which may be recovered against a member of the bargaining unit is specifically exempt from the requirement of payment by the Borough and the employee or employees shall be responsible in an individual capacity for the payment of any judgment of "punitive damages" which may be rendered against them by a court of competent jurisdiction.

Section 2 -- Criminal, Quasi-Criminal and Disciplinary

Actions

The Borough is not required to furnish the means of defense in a disciplinary, criminal, or quasi-criminal proceeding instituted as a result of a complaint on behalf of the Borough against a member of the bargaining unit. If such disciplinary or criminal proceeding instituted by or on complaint of the municipality shall be dismissed or finally determined in favor of the member or officer, he shall be reimbursed for the expense of his defense.

Section 3 -- Reimbursement for Legal Expenses Subsequent to Favorable Determination as to a Member of the Bargaining Unit

In the event that a member of the bargaining unit is charged in a disciplinary, criminal, or quasi-criminal proceeding or complaint, other than by the Borough, which arises out of the performance of police duties and is the proper subject for legal representation pursuant to N.J.S.A. 40A:14-155 and he retains private counsel in his defense, it is required that the member's counsel shall reach an agreement as soon as practicable with the Borough of Roselle Park (Mayor and Council) as to the appropriate and reasonable fees and charges with regard to said defense, which the Borough will agree to reimburse in the event of a final and favorable determination as to the member of the bargaining unit.

The obligation of the Borough to pay reimbursement of legal fees hereunder is limited solely to reasonable attorney fees and charges.

Nothing contained in this Article shall be construed as to deny any member of the bargaining unit for the full protection and benefits provided for under N.J.S.A. 40:14-155.

ARTICLE XXI

BEREAVEMENT LEAVE

In the event of death in the immediate family of an employee, he shall receive three (3) days leave pay. For purposes of this Article, "immediate family" shall include the officer's spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents and grandchildren.

ARTICLE XXII

BAN ON STRIKES

It is recognized that the prevention of crime, the preservation of law and order, and protection of life and property is the responsibility of members of the Police Department, and it is further recognized that the need for continued and uninterrupted operation of the Police Department is of paramount importance to the citizens of the community. Therefore, there shall be no interference with such operation.

Adequate procedures having been provided for the equitable settlement of grievances arising out of this agreement, the parties hereto agree that there shall not be and that the PBA, its sergeants, members, agents or principals will not engage in,

encourage, sanction, or suggest strikes, slowdowns, mass resignations, mass absenteeism, job actions or other suspension of or interference with normal work performance.

The Mayor and Council shall have the right to discipline up to and including suspension and/or removal of any employee in violation of this Article.

ARTICLE XXIII

RULES AND REGULATIONS

In accordance with the provisions of N.J.S.A. 34:13A-5.3, the Mayor and Council may establish and provide for the enforcement of binding rules and regulations in connection with the operation of the Police Department and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this agreement or any applicable law. Copies shall be furnished to the PBA. It is understood that application of this agreement shall not in any way hamper enforcement of existing Departmental rules and regulations.

ARTICLE XXIV

MUTUAL EXCHANGE OF SHIFTS

Section 1

Upon mutual agreement, any individual patrolman may request to exchange his normal work shift , or portion thereof, with that of another individual patrolman, provided written notice is given to the Chief of Police of his designee no later than 24 hours prior to the commencement of the shift to be exchanged, subject to the prior approval of the Chief or his designee, and provided that there is no additional cost to the Borough as a result of the exchange of shifts, provided that the exchange of shifts does not significantly impair the ability of the Borough to maintain adequate police protection and/or adequate supervision of the shift, and further provided that there is no overload of the administrative functions necessary to implement the exchange of this shift. The request for the mutual exchange of shifts shall not be unreasonably denied.

Section 2

In an emergency situation the 24 hour notice requirement shall not be applicable.

ARTICLE XXV

SAVINGS

In the event that any federal or state legislation, governmental regulation or County Court decision causes invalidation of any Article or Section of this agreement, all other Articles and Sections not so invalidated shall remain in full force and effect, and the parties may renegotiate concerning any such invalidated provisions.

ARTICLE XXVI

PROMOTIONS, DEMOTIONS AND TRANSFERS

A. Promotion is hereby defined as a move from a lower labor grade. It is the intention of the Borough to fill job vacancies with the best candidates possible. Preference will be given to employees from within the PBA provided the PBA employees have the necessary qualifications, skills and experience to fill the vacant positions.

The Borough reserves the right to transfer an employee to another job in the same labor grade within the same department. This action may be taken without positing or notification.

B. The following is an outline for promotion selection criteria:

I. Eligibility

A. As set forth in N.J.S.A. 40:A-14-130, an officer of the police department must have at least five (5) years in such department or force before he/she can be promoted.

B. There must be at least three candidates that meet the above eligibility requirements before the written and oral test administered by the New Jersey Association of Chiefs of Police may be given.

II. Testing

A. With respect to the test, grade interpretation is to be made by the Police Committee and the Mayor. The results of these tests are to be given as grades only. There is no passing or failing mark determined by the Police Chiefs Association. Test results will remain in effect for two (2) full years.

B. Candidates will be given six (6) weeks to prepare for the test. Text books are to be provided. The costs involved to administer the test as well as cost of text books to be determined at the time.

III. Oral Interview

A. There will be an oral interview of each candidate to be conducted by the Mayor, Police Committee and Police Chief. This oral interview will count for ten (10) points, which will be added to the written test score. The following criteria will be considered:

1. Education
2. Physical Fitness
3. Job Attendance Record
4. Summons Production Record (if applicable)
5. Commendations
6. Disciplinary Actions
7. Work Performance Review
8. Any other job related items.

B. There will be three (3) merit points given for every five (5) years of service.

C. The Mayor and Council will retain the right to appoint the police officer who is to be promoted. The recommendations of the Police Committee as well as all the promotional criteria will be taken under consideration. The Mayor and Council shall appoint the applicant whom it determines is best qualified to fill the position. In the event that the employer determines that two or more applicants are equally-well qualified to fill the position, then the employer shall appoint the applicant with the greatest seniority under this Agreement. The employer's selection shall not be made in an arbitrary or capricious fashion. The outcome of a promotion is open to arbitration, but the burden shall be on the employee to demonstrate that the employer's decision was arbitrary or capricious.

D. All employees so promoted shall be on probation in the new job for a period of thirty (30) days. In the event the employee does not successfully demonstrate the skills and abilities necessary for the job during the probationary period, such an employee shall be returned to his/her former position without any loss of seniority, and at the employee's former rate of pay.

ARTICLE XXII

DURATION OF AGREEMENT

This Agreement shall be in effect from January 1, 1989, until December 31, 1991, or the date on which a new contract is executed, whichever occurs later.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

ATTEST

BOROUGH OF ROSELLE PARK

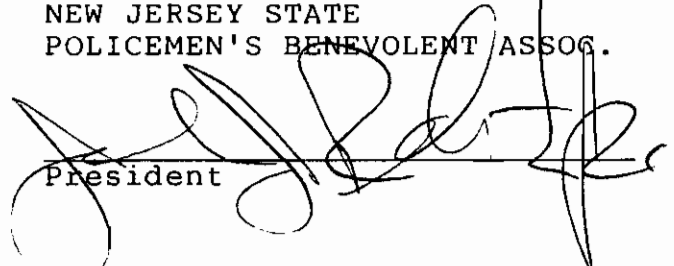

Borough Clerk


Mayor

ATTEST

NEW JERSEY STATE
POLICEMEN'S BENEVOLENT ASSOC.


Secretary


President



Borough of Roselle Park

IN THE COUNTY OF UNION
ROSELLE PARK, NEW JERSEY 07204

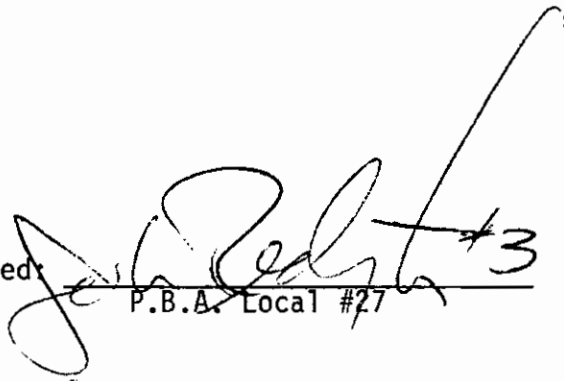
COLLECTOR - TREASURER
201-245-0819

APPENDIX A

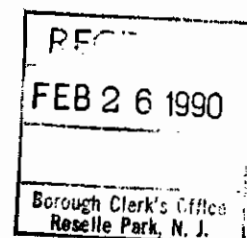
Salary Guide for 1989, 1990 and 1991:

Below is the salary schedule for the Roselle Park Police Department for 1989, 1990 and 1991 as required by Article VII, Section 6 of the Agreement between the Borough of Roselle Park and the New Jersey P.B.A. Local #27.

<u>Classification</u>	<u>Effective 1/1/89</u>	<u>Effective 1/1/90</u>	<u>Effective 1/1/91</u>
Probation Level I	\$19,105.27	\$20,442.64	\$21,873.62
Probation Level II	22,926.33	24,531.17	26,248.35
Patrolman Year I	30,476.55	32,609.91	34,892.60
Patrolman Year II	31,492.13	33,696.58	36,055.34
Patrolman Year III	32,349.41	34,613.87	37,036.84
Patrolman Year IV	33,364.99	35,700.54	38,199.58

Approved: 

P.B.A. Local #27





Borough of Roselle Park

IN THE COUNTY OF UNION
ROSELLE PARK, NEW JERSEY 07204

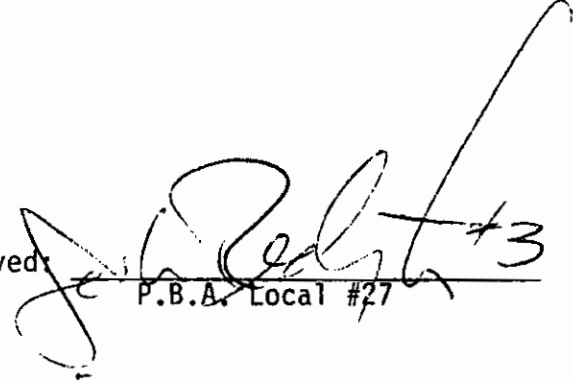
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