

PREAMBLE

THIS AGREEMENT, entered into this ____ day of _____, 2004, 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”).

WITNESSETH:

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

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

ARTICLE 1
RECOGNITION

A. The Borough recognizes the Policemen's Benevolent Association Local No. 27 as the sole and exclusive bargaining agency for all full-time Patrolmen and Patrolman assigned to the Detective Bureau of the BOROUGH OF ROSELLE PARK, in all matters pertaining to rates of pay, hours of work, and other negotiable terms and conditions of employment.

B. The provisions of this Agreement shall apply to the following employees:

INCLUDED:

All full-time Patrolmen and Patrolman assigned to the Detective Bureau of the Borough of Roselle Park.

EXCLUDED:

Chief of Police

Deputy Chief

Captain(s)

Lieutenant(s)

Sergeant(s)

Clerical Employee(s)

Dispatcher(s)

Police Specials, Class II

and all other employees employed by the Borough

ARTICLE 2

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 sole 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 under N.J.S.A. 40A:14-147 and any amendment hereto; 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 under N.J.S.A. 40A:14-143; to decide on the number and location of facilities; 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 3

EMPLOYER AND PBA ACTIVITIES

A. It is understood and agreed that there shall be no restraints, coercion, interference, or discrimination 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.

B. 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.

C. 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 or designee, which shall not be unreasonably withheld.

D. 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.

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

F. 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. The PBA Delegate and two alternates shall provide the Borough with seven (7) calendar days advance notification to attend a PBA convention.

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

H. The PBA Delegate, or one alternate representative selected by the PBA, shall be granted three (3) hours off duty with pay one day per month to attend the monthly meetings of the Executive Board of the State PBA, only when the meeting shall fall during the officer's shift.

ARTICLE 4

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 Agreement. Matters of discipline are covered by State Statute 40A:14-147 and are only grievable to the extent as provided by law.

B. A grievance shall be submitted and set forth in this Agreement within fifteen (15) working 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. If the grievance is not presented within the aforementioned timed period, it shall not thereafter be considered a grievance under this Agreement.

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

Step 1

An officer with a grievance shall first file a written statement of grievance and discuss the matter verbally with his/her supervisor with a view to resolving the grievance informally.

Step 2

If the aggrieved party is not satisfied with the disposition of his/her grievance at Step 1, or if no decision has been rendered within seven (7) working days after presentation of that grievance at Step 1, he/she may file a written grievance with the Chief of Police or designee. A meeting on the written grievance shall be held within seven (7) working days of the filing of the written grievance between the Chief of Police or designee. A decision thereon shall be rendered in writing by the Chief of Police within ten (10) working days after the holding of such meeting.

Step 3

If the aggrieved party is not satisfied with the disposition of his/her grievance at Step 2, or if no written decision has been rendered within seven (7) days after the presentation of the grievance at Step 2, the matter may be referred by the PBA to the Public Safety Committee. A meeting on the grievance shall be held between the PBA and the Public Safety Committee within twenty (20) working days after the grievance is presented to the Committee or as soon thereafter as is practicable at which meeting the parties may be presented. Said meeting shall not be held publicly. The Public Safety Committee shall render a final written decision within twenty (20) working days of the date of the meeting.

Step 4

If the aggrieved party is not satisfied with the disposition of his/her grievance at Step 3, or if no written decision has been rendered within twenty (20) working 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 twenty (20) working days after the grievance is present to the Mayor and Council, or as soon thereafter as is practicable, at which meeting the parties may be represented. Said meeting shall be held in accordance 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 twenty (20) working days of the date of the meeting.

Step 5

If the aggrieved party is not satisfied with the disposition of his/her grievance at Step 4, or if no written decision has been reached within twenty (20) working 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 Relations Commission within twenty (20) working days of the Step 4 decision or non-decision.

D. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within time limits prescribed thereunder, or a meeting is not held within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

ARTICLE 5

ARBITRATION PROCEDURE

A. Either party, the Borough or the PBA, may apply to the New Jersey Public Employment Relations Commission for the appointment of an arbitration.

B. Following notice of intent to arbitrate has been forwarded to the Borough, the PBA or its representative shall file with the New Jersey Public Employment Relations Commission (PERC) requesting a list of arbitrations be forwarded to the parties. This shall not preclude the parties from mutually agreeing to utilize the services of a specific arbitrator; however, should the parties so desire, the name of the arbitrator shall be forwarded to PERC for appointment pursuant to its rules. Should the parties choose not to agree upon a specific arbitrator, then appointment shall be made by PERC and in accordance with its rules.

C. The arbitrator's authority shall be strictly limited to determining grievances involving the interpretation, application or alleged violation of the specific terms of the 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 19, Retention of Benefits.

D. 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 and any established practices or procedures of the Borough which relate to inherent managerial prerogative that are beyond the scope of negotiable terms and conditions of employment.

E. The arbitrator shall confine himself/herself 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/her.

F. The arbitrator shall be bound by the provisions of this Agreement and by the applicable laws of the State of New Jersey and laws of the United States and decisions of the courts of the State of New Jersey and the United States.

G. The decision of the arbitrator shall be final and binding on both parties and he/she shall render an award in writing within thirty (30) calendar days after the last day of the hearing; and the arbitrator shall set forth the rationale for his/her decision in the award.

H. The arbitrator's fee shall be fully borne equally by the parties to the Agreement. Any other expenses, included but not limited to witnesses, shall be borne by the individual party incurring same.

I. Any PBA employee will be represented at all stages of the arbitration procedure by the PBA representative.

J. The arbitration hearing and conferences shall be held at the Municipal Building.

ARTICLE 6

HOURS OF WORK AND OVERTIME

A. Annually, the Chief of Police shall review the schedule in effect at that time to ascertain its effectiveness. If the Borough decides to revert to the 5/2 work schedule at the end of the calendar year, it shall service written notice of its intention to do so on the PBA at least 90 days prior to the end of the year. If the PBA objects to the notice it shall notify the department and the parties agree to meet and confer in an effort to resolve any disputes concerning the schedule. If the parties are unable to reach an agreement, either party shall have the right to submit the dispute to expedited binding arbitration. Arbitrator Joel Weisblatt shall be designated as arbitrator. If Arbitrator Weisblatt shall be unable or unwilling to serve, the parties shall select another arbitrator in accordance with the grievance arbitration procedures of the Public Employment Relations Commission. The Borough and the PBA direct the arbitrator to consider the impact of the change to the current work schedule from the prior schedule including, but not limited to its effect on department efficiency and effectiveness, including reduction of overtime, sick time, employee morale, productivity, staffing, training, manpower coverage and the like. The arbitrator's decision shall be final on the parties. It is specifically understood that Police Chief or his designee shall have the right to adjust the shifts for training, schools or special assignment. It is also understood by the parties, once the employees make their preference for the yearly shifts, the Chief of Police reserves the right reasonably to adjust the shifts to reflect proper balance between inexperienced and experienced officers as well as other legitimate management concerns such as safety and security of the Borough, siblings working together, and personality

conflicts. The chief shall not be arbitrary or capricious in such determinations, and such decisions shall be subject to the grievance procedure.

B. Overtime shall be defined as all work beyond regular tour of duty or all departmental time worked during an employee's regular days off or time off. Further, employees shall not be permitted to preserve overtime worked (Article 6, Section B-1), by utilizing the Sick Leave conversion policy on either the first day or the last day of their four (4) day tour of duty.

1. 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 (40) 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 (40) hour work week.

C. The Borough agrees to minute-for-minute compensation provided that the forty (40) hour work week has been adhered to:

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|------------------|---|
| 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 | One half pay for each minute of overtime. |

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

E. Whenever an employee is required in the performance of duty to appear in any court or administrative proceeding, including Municipal Court, during his/her off-duty time, he/she shall receive time and one half for all minutes worked. This provision

excludes any officer subpoenaed by the PBA or an officer to appear in any court proceeding, such as disciplinary action.

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

G. In lieu of receiving time and one-half pay for overtime, the employee may elect to receive compensatory time off at the time and one-half rate in accordance with Paragraphs C, D, E, and F hereof. The election for compensatory time, in lieu of cash, must be made at the conclusion of the overtime period worked. Compensatory time will not be granted if at the time of request it creates overtime. Once granted, compensatory time will not be rescinded. The Chief of Police will not be arbitrary and capricious in denying such request.

H. The current call-in procedure will be incorporated in this Agreement. There will be no compensatory time or compensation if an officer is skipped. The officer will be placed at the top of the list for next available overtime or outside detail.

ARTICLE 7

POLICE SCHEDULE/ASSIGNMENTS

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

1. Regular off-duty police patrol officers;
2. Regular police patrol officers immediately prior to the commencement of their regular shift or immediately following performance of their regular shift;
3. Detective patrolmen and/or traffic safety officers;
4. Special off-duty police officers;
5. Working special police officers;
6. If none of the above are 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/she shall be permitted to work a total of twelve (12) continuous hours unless, in the judgment of the Chief of Police, or officer in charge, an emergent situation requires his/her performance for a longer continuous period.

ARTICLE 8

SALARIES

A. Retroactive to January 1, 2003, all employees covered by this Agreement shall receive a 3.75% increase over their 2002 base salaries.

B. Retroactive to January 1, 2004, all employees are covered by this Agreement shall receive a 3.75% increase over their 2003 base salaries.

C. Effective January 1, 2005, all employees covered by this Agreement shall receive a 4.0% increase of their 2004 base salaries.

D. 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/she must be paid either on his/her regularly scheduled pay day or on the day proceeding at 3:00 p.m. However, if an officer is on vacation, he/she may receive his/her 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 (4) weeks prior to the aforesaid vacation day.

E. In addition to the base annual salary provided hereinabove, each employee assigned to the Detective Bureau shall receive an additional increment in salary of \$900.00 each year.

ARTICLE 9

MERIT INCENTIVE PROGRAM

A. 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.

For the periods starting January 1, 2003, 2004 and 2005:

<u>Incentive Required</u>	<u>Points Required</u>	<u>Dollar Value Per Point</u>	<u>Additional Compensation</u>
1 st	30	\$11.00	\$330.00
2 nd	45	\$11.00	\$495.00
3 rd	70	\$11.00	\$770.00
4 th	90	\$11.00	\$990.00
5 th	110	\$11.00	\$1,210.00
6 th	120	\$11.00	\$1,320.00
7 th	140*	\$11.00	\$1,540.00*
8 th	160*	\$11.00	\$1,760.00*

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

B. The merit incentive points are to be awarded as follows:

1. After January 1, 1980, each class hour at approved courses of more than eight (8) hours conducted by State, Federal or other training agencies outside of departmental in-service programs and initial recruit academy training – 1/15 point.

2. Each full year of service in the department – 1 point. This cannot be counted twice. If credit given under longevity, cannot be applied here.

3. 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.

4. Qualifying average mark of eighty (80.0%) per cent or above average in annual in-service training examinations – 1 point.

5. 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.

6. Associates Degree – 15 points.

7. Associates Degree in Police Science – 25 points.

8. Baccalaureate Degree – 35 points.

9. 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 in 50 points.

C. 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. However, the additional compensation shall not commence until completion of service as a fourth grade patrolman.

D. Payment of merit incentive compensation shall be included as part of the annual salary for pension calculation and shall not be added to the base salary for payment of overtime. Payment of merit incentive compensation will be made in the regular pay periods.

ARTICLE 10

CLOTHING AND MAINTENANCE ALLOWANCE

A. Each officer shall receive an annual clothing allowance. Upon ratification of this Agreement, each employee shall be entitled to receive a retroactive clothing and maintenance allowance of Six Hundred Twenty-Five (\$625.00) Dollars, (Six Hundred Seventy-Five (\$675) in 2004 and Seven Hundred Twenty-Five (\$725) in 2005)

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

B. 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 provided in Paragraph A hereof.

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

ARTICLE 11

HOSPITAL, MEDICAL, DENTAL, AND DRUG PRESCRIPTION

A. Hospital and Medical Insurance

The Borough shall provide all PBA employees and their families with coverage for hospital and major medical insurance. The Borough shall have the right to substitute a different hospital and major medical insurance carrier, providing that replacement coverage is substantially similar to that afforded by the current carrier. The Borough shall bear the cost of all premiums for PBA employees and their families. The deductible for medical insurance indemnity coverage shall be \$200.00 individual/\$400 family.

1. Future hires shall receive HMO health insurance coverage for the first three years of employment. These new hires shall have the right to buy up to the traditional plan by paying the premium cost differential.

B. Retirement Coverage

1. The Borough shall pay the full cost of such hospitalization and drug prescription program insurance for a member of the PBA upon retirement after twenty-five (25) years of service or when a member of the PBA becomes disabled in the line of duty. This coverage shall include the member's spouses and will remain in effect until the member reaches the age of sixty (65) years.

2. Upon the age of sixty-five (65) the member may continue in the Borough's hospitalization and drug prescription program provided he/she agrees to make payments to the Borough Treasurer on a quarterly basis, in advance.

3. This option shall remain open to a retiree at age sixty-five (65) until the last day of the calendar month in which his/her 65th birthday occurs. Failure to

exercise this option will result in the forfeiture of continuance in the Borough's insurance program.

C. Dental Plan

The Borough shall provide all PBA employees and their families with dental coverage. The Borough shall have the right to substitute a different dental insurance carrier, provided that replacement coverage is substantially similar to that afforded by the carrier. The Borough shall bear the costs of all premiums for PBA employees and their families.

1. 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 (12) months of service with the Borough Police Department.

D. Drug Prescription Program

The Borough shall provide all PBA officers and their families with coverage under a drug prescription program selected and determined by the Borough. The Borough shall thereafter have the right to substitute a different drug prescription carrier, provided that replacement coverage is substantially similar to that afforded by the current carrier. The Borough shall bear the costs of all premiums for PBA employees and their families.

Effective January 1, 2004 the co-pay for drug prescription insurance shall be as follows for all current employees and future retirees:

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|-----|------------|--|
| (a) | Mail order | (90 day supply \$20.00 generic, \$30 name brand) |
| (b) | Generic | \$10.00 |
| (c) | Brand Name | \$15.00 |

E. Opt-Out Effective January 1, 2004 any bargaining unit employees who shall decline to be enrolled in the medical program shall be entitled to receive the sum of Five Thousand Dollars (\$5,000.00) for each year of the Agreement, in lieu of family coverage.

ARTICLE 12

HOLIDAYS

A. Each employee shall receive fourteen (14) holidays per year in the following manner:

Nine (9) paid holidays at the regular rate of pay – compensated at eight (8) hours.

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

B. Requests for holidays may be submitted to the Chief of Police for approval three (3) days prior to the holiday. All holidays must be submitted by October 31st. Employees are entitled to two (2) priority holidays per year. Precluded from consideration of “priority holidays” shall be Thanksgiving, Christmas Eve, Christmas Day and New Years Eve and New Years day.

C. All paid holidays shall be included as part of the annual salary for pension calculation and shall not be added to base salary for payment of overtime. Payment of holiday compensation will be made in the regular pay periods.

ARTICLE 13

AUTOMOBILE EXPENSE

When an employee uses his/her own motor vehicle on police business, including but not limited to County Court, State Court, and Division of Motor Vehicle appearances, he/she 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 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. Mileage reimbursement shall be paid no more than sixty (60) days beyond the employee's submission of request for said reimbursement.

ARTICLE 14

PERSONAL DAYS

Each employee shall receive three (3) eight hour personal days a year. (12 hour days for 12 hour personnel and 10 hour days for ten hour personnel). These personal days can be utilized at the discretion of the employee provided there is sufficient manning to cover the employee's shift. An employee shall be required to give twenty-four (24) hours' prior notification to the Borough before taking a personal day. The twenty-four (24) hour advance notification requirement may be waived in cases of emergency. However, documentation may be required by the Borough for approval. If the employee has not used his/her personal days by the end of the calendar year, the Borough shall pay the employee three (3) days' pay at his/her regular daily rate for an eight (8) hour day regardless of which schedule the employee works.

ARTICLE 15

VACATIONS

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

B. 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 (Academy/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

C. Employees will be permitted to split their vacations into a maximum of five (5) periods at their option but with the periods to be determined by the Chief of Police.

D. All vacations must be submitted by June 30th of each year as per current practice. Up to four vacation days may be converted to compensatory hours which can be carried over to following years. Employees must notify Chief of Police or designee in writing by April 1st of their desire to convert days.

ARTICLE 16

SICK LEAVE

A. Each employee with less than one (1) year of full-time service shall be entitled to one (1) day of sick leave with pay for every month of employment.

B. Each employee with more than one (1) year of full-time service shall be entitled to one hundred twenty (120) hours of sick leave, with pay, per annum.

1. An employee may accrue up to two hundred (200) days of unused sick leave and use these accrued days as compensation for a confirmed (Doctor's Certificate) long-term illness or disability.

A. for the purposes of this article, long term disability is defined as any illness or disability beyond ten (10) consecutive days. Any long term illness or disability beyond ten (10) consecutive days would not come from the original fifteen (15) days retroactive to the first day unless an employee has no other sick days accrued.

C. Upon retirement, an employee may elect to receive a cash payment equaling one (1) day's regular base pay for each three (3) days of unused sick leave time, up to a maximum of two hundred (200) days and payout not to exceed \$4,500.00.

D. Any PBA employee electing the cash payment option provided for in this Article shall notify the Borough Collector-Treasurer of such election by January 1 of the year of scheduled retirement. Employees adhering to the January 1 deadline will be paid unused sick leave time upon retirement from the Borough. Any employee not adhering to the January 1 requirement shall receive payment for unused sick leave on or before February 1 of the succeeding year.

E. Each employee who is absent on account of sickness in excess of two (2) successive working days shall be required to submit to the Borough a written statement from the attending or treating physician verifying the nature and extent of the sickness.

F. The Borough shall have the right at any time to have an employee, who is absent on account of sickness, examined by a physician at the Borough's expense upon his/her return to work in order to report on his/her condition.

G. After an employee has used the maximum accumulated sick leave to which he/she is entitled, an additional period not to exceed ninety (90) days may be granted at the discretion of the Borough after a complete and thorough review of the medical history and medical reasons surrounding the employee's absence. Prior to the end of the extended period, the employee must provide the immediate supervisor with information regarding his/her intent and ability to resume his/her employment with the Borough. Decisions made in accordance with this section shall not be reviewable through the Grievance Procedure of this Agreement.

ARTICLE 17

“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 (2) consecutive weeks after being assigned to such position or capacity by the Chief of Police.

ARTICLE 18

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. Employees do not accrue seniority when on unpaid leave.

ARTICLE 19

RETENTION OF BENEFITS

A. 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 2, Management Rights.

B. 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 of 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 20

INSURANCE AND LEGAL REPRESENTATION

A. 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.

1. 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 accordance with the provisions and subject to the limitations as 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/her duty, the Borough agrees to pay for said judgment or arrange for the payment of said judgment.

2. 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.

3. 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.

B. 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 a 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/she shall be reimbursed for the expense of his/her defense.

C. Reimbursement for Legal Expenses Subsequent to Favorable Determination As to a Member of the Bargaining Unit

1. 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/she retains private counsel in his/her defense, it is required that the member’s counsel shall reach an agreement as soon as practicable with the Borough (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.

2. The obligation of the Borough to pay reimbursement of legal fees hereunder is limited solely to reasonable attorney fees and charges (not to exceed One Hundred Twenty-Five (\$125.00) Dollars per hour).

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

ARTICLE 21

BEREAVEMENT LEAVE

A. The Borough agrees to grant an employee bereavement leave with full pay when a death occurs in the employee's immediate family. The employee's immediate family is considered to include: spouse, children, brothers, sisters, parents, parents-in-law, grandparents, grandparents-in-law, grandchildren and brothers or sisters-in-law.

B. Bereavement leave with pay shall not exceed three (3) consecutive working days. These days cannot be banked for some future date; however, they may be interrupted by regularly scheduled days off.

C. In all cases, the Borough may request submission of proof.

ARTICLE 22

BAN ON STRIKES

A. It is recognized that the prevention of crime, the preservation of law and order, and the 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.

B. 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 member officers, 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.

C. 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 23

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 negotiable 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 24

MUTUAL EXCHANGE OF SHIFTS

A. Upon mutual agreement, any individual patrolman may request to exchange his/her normal work shift, or portion thereof, with that of another individual patrolman, provided written notice is given to the Chief of Police or designee no later than twenty-four (24) hours prior to the commencement of the shift to be exchanged, subject to the prior approval of the Chief of Police or 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.

B. In an emergency situation the twenty-four (24) hour notice requirement shall not be applicable.

ARTICLE 25

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 caused by Federal or State, Judicial or Administrative Agency decisions of competent jurisdiction.

ARTICLE 26

PROMOTIONS

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.

B. The following is an outline for promotion procedures:

1. Notice of a promotion examination will be posted by the Borough.
2. A letter of intent is required from each promotional candidate to the Chief of Police stating his/her intention to take part in the examination process. Such letter must be received by the Chief of Police at least two (2) weeks prior to the date of the written examination in order for the candidate to be eligible for testing.
3. Specific criteria for promotion will be supplied by the Mayor and Council.
4. Candidates will be given six (6) weeks to prepare for the examination. Each candidate will be provided with the same textbooks.
5. All employees so promoted shall be on probation in the new job for a period of one hundred twenty (120) days. In the event the employee does not successfully demonstrate the skills and abilities necessary for the job during the probationary period, such employee shall be returned to his/her former position without any loss of seniority and at the employee's former rate of pay.

ARTICLE 27

FULLY BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to renegotiate with respect to any such matter covered by this Agreement.

ARTICLE 28

DURATION OF AGREEMENT

This Agreement shall be in effect from January 1, 2003, until December 31, 2005, 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.

NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION
PBA LOCAL NO. 27

BOROUGH OF ROSELLE PARK

BY: _____

ATTEST:

ATTEST:

By: _____

SCHEDULE A

SALARY GUIDE FOR 2003, 2004, 2005

In accordance with Article 8, Paragraph A, the Base Salary Schedule for Roselle Park PBA Local 27 Officers is as follows:

EMPLOYEES HIRED AFTER DECEMBER 1, 2003

	<u>3.75%</u> <u>2003</u>	<u>3.75%</u> <u>2004</u>	<u>4%</u> <u>2005</u>
Step			
0-6 months Academy	\$32,000.00	\$32,000.00	\$32,000.00
7-12 months Probation	\$36,445.33	\$37,812.03	\$39,324.51
I	\$40,890.65	\$42,424.05	\$44,121.01
II	\$45,335.97	\$47,036.07	\$48,917.51
III	\$49,781.29	\$51,648.09	\$53,714.01
IV	\$54,226.61	\$56,260.11	\$58,510.51
V	\$58,671.93	\$60,872.13	\$63,307.01
VI	\$63,117.30	\$65,484.20	\$68,103.57

SCHEDULE B

EMPLOYEES HIRED PRIOR TO DECEMBER 1, 2003

	<u>3.75</u> <u>2003</u>	<u>3.75</u> <u>2004</u>	<u>4.0%</u> <u>2005</u>
Step			
0-6 months Academy	\$33,193.28	\$34,438.25	\$35,815.55
7-12 months Probation	\$36,079.65	\$37,432.64	\$38,929.94
I	\$41,446.72	\$43,000.98	\$44,721.02
II	\$46,181.98	\$47,913.80	\$49,830.35
III	\$51,954.72	\$53,903.02	\$56,059.14
IV	\$57,727.46	\$59,892.24	\$62,287.93
V	\$63,117.33	\$65,484.23	\$68,103.60

AGREEMENT

Between

BOROUGH OF ROSELLE PARK

And

NEW JERSEY STATE

POLICEMEN'S BENEVOLENT ASSOCIATION

PBA LOCAL NO. 27

JANUARY 1, 2003 THROUGH DECEMBER 31, 2005

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TABLE OF CONTENTS

	<u>PAGE</u>
PREABLE.....	1
ARTICLE 1 – RECOGNITION.....	2
ARTICLE 2 – MANAGEMENT RIGHTS.....	3
ARTICLE 3 – EMPLOYER AND PBA ACTIVITIES.....	4
ARTICLE 4 – GRIEVANCE PROCEDURE.....	6
ARTICLE 5 – ARBITRATION PROCEDURE.....	9
ARTICLE 6 – HOURS OF WORK AND OVERTIME.....	11
ARTICLE 7 – POLICE SCHEDULE/ASSIGNMENTS.....	14
ARTICLE 8 – SALARIES.....	15
ARTICLE 9 – MERIT INCENTIVE PROGRAM.....	16
ARTICLE 10 – CLOTHING AND MAINTENANCE ALLOWANCE.....	18
ARTICLE 11 – HOSPITAL MEDICAL AND DRUG PRESCRIPTION INSURANCE.....	19
ARTICLE 12 – HOLIDAYS.....	22
ARTICLE 13 – AUTOMOBILE EXPENSE.....	23
ARTICLE 14 – PERSONAL DAYS.....	24
ARTICLE 15 – VACATIONS.....	25
ARTICLE 16 – SICK LEAVE.....	26
ARTICLE 17 – “ACTING” POSITIONS.....	28
ARTICLE 18 – SENIORITY.....	29
ARTICLE 19 – RETENTION OF BENEFITS.....	30

	<u>PAGE</u>
ARTICLE 20 – INSURANCE AND LEGAL REPRESENTATION.....	31
ARTICLE 21 – BEREAVEMENT LEAVE.....	34
ARTICLE 22 – BAN ON STRIKES.....	35
ARTICLE 23 – RULES AND REGULATIONS.....	36
ARTICLE 24 – MUTUAL EXCHANGE OF SHIFTS.....	37
ARTICLE 25 – SAVINGS.....	38
ARTICLE 26 – PROMOTIONS.....	39
ARTICLE 27 – FULLY BARGAINED AGREEMENT.....	40
ARTICLE 28 – DURATION.....	41
SCHEDULE A – SALARY GUIDE.....	42
SCHEDULE B – SALARY GUIDE	43