

AGREEMENT

Between

THE BOROUGH OF ROSELAND

and

**THE ROSELAND SUPERIOR OFFICERS LODGE NO. 184
FRATERNAL ORDER OF POLICE**

January 1, 2007 through December 31, 2011

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PREAMBLE

This Agreement made and entered into at Roseland, New Jersey, this _____ day of January 2007, by and between the **BOROUGH OF ROSELAND**, in the County of Essex, hereinafter referred to as the "Borough" and **THE ROSELAND SUPERIOR OFFICERS LODGE 184, FRATERNAL ORDER OF POLICE**, a professional organization, hereinafter referred to as the "FOP".

WITNESSETH:

WHEREAS, the Borough and the FOP recognize and declare that providing quality police protection for the Borough is their mutual aim; and

WHEREAS, the parties have reached certain understandings with respect to terms and conditions of employment which they desire to confirm in this Agreement;

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

NEGOTIATING UNIT

Section A.

The Employer recognizes the FOP as the exclusive bargaining agent for all officers presently employed or hereafter employed by the Employer in the following classifications, titles, and/or positions:

Sergeant

Detective Sergeant

Lieutenant

Captain

Excluded from the negotiating unit shall be all officers below the rank of Sergeant in the Patrol Division and Detective Sergeant in the Detective Bureau. The Chief of Police shall also be excluded from the negotiating unit.

Section B.

The term "Parties" when used in this Agreement shall mean the Employer and the FOP in its capacity as the exclusive bargaining representative for the employees in the negotiating units.

Section C.

Unless otherwise indicated, the term "Employee" or "Officer", when used hereafter in this Agreement, shall refer to all employees represented by the FOP in the negotiating unit as above defined, and references to the masculine gender shall include the female gender.

Section D. – NEW TITLES

1. If and when new titles are created that appear to be within the scope of the unit, or existing unit titles are changed, the Employer may consult with the FOP in determining whether the new or amended titles should be included in the negotiating unit defined above. If the parties cannot agree on the unit status of a title, the matter may be processed in accordance with the New Jersey Employer-Employee Relations Act and the rules and procedures of PERC. Pending the disposition of any such challenge, the Employer may create the position and fill the vacancy subject to the determination of PERC. This paragraph shall not be construed to be a waiver of any rights that the parties might otherwise have by law.

2. Any employee filling a new title or an office presently in the negotiation unit shall remain in the unit with the new title until the parties agree or PERC renders a ruling on such disputed title.

ARTICLE II
NO DISCRIMINATION

Section A.

Neither the Borough nor the FOP shall discriminate against any employee in connection with hire, promotion or maintenance of employment on account of race, color, creed, sex, national origin, religion, ancestry, age, marital status, disability or sexual orientation.

ARTICLE III
VISITATION FOR PURPOSES OF INSPECTION OF PERSONNEL FILE

Section A.

The Officer whose file is to be reviewed, along with an FOP bargaining representative and/or attorney for the FOP, with prior written authorization of this Officer, may enter the Police Department during the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday, for the purpose of reviewing personnel files. In all such cases relating to the review of said files, an appointment will be scheduled with the Chief of Police or his designee, in advance, as to not conflict with scheduled daily responsibilities. The appointment shall not be unreasonably delayed. The FOP recognizes that the Chief of Police or his designee are the custodians of personnel files and, as such, will at the most opportune time allow the Officer to view his personnel file with the stipulation that nothing contained in the file is to be removed. In the event that items contained in an Officer's personnel file are to be copied, a request will be made in writing. Copies will be made only after proper request from the Officer and authorization and approval from the Chief of Police. Copies will then be made by the Chief of Police or his designee. Copies will be provided only to the Officer, unless the Officer gives written authorization to the Chief or his designee that copies are to be provided to the FOP bargaining representative and/or FOP attorney. The Chief of Police, in his discretion, may

forward a request for copies to the Borough Attorney, said request to be processed and responded to by the Borough Attorney. In the event that copies are denied, proper grievance procedures will be followed, and said copies may be released under the advice, in agreement, or at the direction of counsel or the grievance will proceed to arbitration. A Department S.O.P. entitled "STANDARD OPERATING PROCEDURE-PERSONNEL FILES" will provide an outline of procedures to be followed for the purpose of viewing the Personnel Files.

ARTICLE IV PROBATIONARY PERIOD

Section A.

All superior officers shall work on a probationary basis for the first year of their employment in such new rank. "Superior Officer" for the purposes of this section shall mean Sergeant, Detective Sergeant, Lieutenant and Captain. The purpose for this probationary period is to afford the Employer an opportunity to evaluate the officer's work performance and general competency and overall stability for the rank to which he has been promoted. Prior to or at the conclusion of this period, the Employer can demote the superior officer to his prior rank for failure to satisfactorily complete this probationary period.

The officer may challenge this demotion through the procedures provided by NJSA 40A:14-147 through 40A:14-151.

ARTICLE V
SENIORITY RIGHTS

Section A. – Purpose

1. “Seniority” shall mean an officer’s length of continuous service to the Employer. “Seniority in rank” shall mean an officer’s length of service in a particular rank. Officers in a higher rank shall have seniority over officers in a lower rank even when these lower ranking officers have a longer length of continuous service to the Employer i.e., they have an earlier date of hire than the officers in a higher rank.

2. Employees hereunder shall be governed by seniority for the purposes of transfer, lay-off and recall, scheduling of vacations, as set forth in current departmental written Standard Operating Procedures (“SOP’s”), written rules, written directives and written regulations. Such written SOP’s, rules and regulations are determined by the Department.

Section B. – Lay-Off

1. In the event of lay-off, seniority shall be as follows:

- A. First: by rank and,
- B. Second: by Department.

2. When a lay-off occurs, the least senior officer in the rank affected shall be laid off first. In the event such officer is more senior than one or more officers in a lower rank he shall be permitted to bump the least senior officer in the lower rank. Such bumping will continue until the least senior officer(s) in the rank of patrolman are laid off.

Upon bumping into a lower rank, the officer who bumped from the higher rank shall assume “seniority” in the lower rank as defined in Section A(1).

3. So long as one or more officers are on lay-off status, the Employer shall not:

- a) Hire any other employees on either temporary or permanent basis, or

- b) Direct any other employees to perform bargaining unit work except in the case of emergency other than an emergency created by the Employer laying off officers. For the purpose of this section, "Emergency" means a sudden, urgent, unforeseen occurrence or occasion requiring immediate action, such as a fire or serious car accident, or a natural disaster or civil unrest (caused by incidents such as riot, attack or threat of attack).

Section C. – Recall

1. Officers on lay-off status shall be recalled in the inverse order of lay-off.
2. In the event of recall, the Employer shall serve written notice, by registered mail, return receipt requested, upon the FOP and the officer affected, directing such officer to report back to work within five (5) work days after receipt.

Section D.

Seniority rights shall be broken only under the following circumstances:

1. Voluntary termination.
2. Termination for justifiable cause.
3. Failure to report back to work within five (5) working days after receipt of notification of recall.

ARTICLE VI

GRIEVANCE PROCEDURE: CONTRACTUAL

Section A. – Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment mutually negotiated and contained in this Agreement, and to resolve grievances as soon as possible so as to assure efficiency and promote superior officer morale.

2. Nothing contained herein will be construed as limiting the right of any superior officer having a grievance to discuss the matter informally with the Chief of Police and having the grievance adjusted, provided the settlement does not violate the contract.

Section B. – Definition

The term grievance, as used herein, is limited to any controversy arising over the interpretation or adherence to the terms and conditions of employment specifically and expressly established by the provisions of this Agreement and may be raised by any superior officer or the FOP.

Section C. – Steps of the Grievance Procedure.

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and will be followed in its entirety unless any step is waived by mutual consent.

1. Step One

In the event the grievance has not been resolved informally, a grievant will institute action under the provisions hereof by submitting a written grievance to the Chief of the Department. Such grievance shall be submitted within fifteen (15) days after the grievant became aware, or should have become aware, through diligent inquiry, but in no event more than thirty (30) days after the occurrence of the event being grieved. Failure to act within the period set forth above will be deemed to constitute an abandonment of the grievance. The Chief or the Chief's designee will submit a written answer within ten (10) days from receipt of the grievance.

2. Step Two

In the event the grievance has not been resolved through Step One, then within ten (10) days of receipt of the determination by the Chief or the Chief's designee, the matter shall be submitted by the grievant to the Police Committee. The Chief and the Police Committee shall meet with the grievant and the designated FOP representative for the purpose of discussing the grievance within ten (10) days of submission of the matter to the Police Committee.

- a) All forms submitted in the grievance process, as well as the determination at the various levels shall be pertinent records and copies shall be furnished to the Police Committee.
- b) Witnesses may be heard when applicable.

The Police Committee shall submit a written decision to the grievant and the FOP within seven (7) calendar days after the conclusion of discussions of the grievance.

3. Step Three

If the grievant is not satisfied with the decision rendered at Step Two, the grievant may submit such grievance to the Mayor and Council by filing such grievance with the Borough Clerk along with the determination rendered at Step Two and any written record that has been made part of the preceding hearing with the Police Committee.

A meeting on the grievance shall be held between the Mayor and Council and the grievant and their representatives, which shall not be public unless the parties so agree in writing, within ten (10) days of the submission of the determination by the Police Committee at Step Two.

Witnesses may be heard and pertinent records received.

The Mayor and Council shall render a decision in writing to be served upon the grievant and the FOP representative within ten (10) calendar days after the conclusion of discussions of the grievance.

4. Step Four

If the FOP is not satisfied with the disposition of the grievance at Step Three, the FOP shall file a notice, within fifteen (15) calendar days of receipt of the decision of the Mayor and Council requesting submission to arbitration. An arbitrator shall be selected by the parties from a panel of proposed arbitrators pursuant to the normal procedures adopted by the Public Employment Relations Commission.

The decision of the arbitrator must be rendered within thirty (30) days after the completed submission of the controversy or dispute. Such decision shall be binding subject to the right of either party to have the arbitrator's decision vacated or enforced as provided by N.J.S.A.2A:24-1, et seq.

The cost of the arbitrator shall be borne equally by the parties.

The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law, or which involves a managerial prerogative, or which is violative of or adds to the terms of this Agreement, or which is not based on and limited to the expressed provisions of this Agreement. The arbitrator shall be bound by the contractual provisions presented to him involving the grievance, his decision

shall be limited to the issue presented to him and he shall render a decision in accordance with the weight of the evidence.

- a) The decision of the arbitrator shall be submitted to the Borough and the FOP and shall be final and binding upon both parties.

No reprisal of any kind shall be taken against any grievant in this procedure by reason of participation in such process.

Grievance records shall not be part of the personnel file utilized in the retention/promotion process unless such grievance pertains directly to such process or the grievance involved an issue that is relevant to the questions of retention and/or promotion.

A grievance may be withdrawn by the grievant at any level without prejudice. Any disciplinary actions taken by the Borough against any officers cannot be appealed through this grievance/arbitration procedure. Such appeals of disciplinary actions must be taken through the procedures established by N.J.S.A. 40A:14-147 through N.J.S.A. 40A:14-151. The Borough agrees that in investigating officers for possible disciplinary or criminal violations, the Borough will comply with all the requirements established by N.J.S.A. 40A:14-147 through N.J.S.A. 40A:14-155, notwithstanding any other departmental rules and regulations or other Borough procedures to the contrary.

Nothing in this Article shall be interpreted as prohibiting the Borough from initiating a grievance, as that term is defined, and pursuing it to binding arbitration, as provided by Step Four herein.

ARTICLE VII

HOURS OF WORK AND OVERTIME

Section A. – Work Day and Hours

1. The Chief of Police and the FOP have jointly developed a Pitman twelve (12) hour schedule for Superior Officers of the Patrol Force, which is based upon a twenty-eight (28) day work period in accordance with the provisions of the Fair Labor Standards Act, specifically, Section 207(k) consisting of 3 days on followed by 2 days off , then 2 days on 3 days off, then 2 days on followed by 2 days off. Said schedule also consists of rotating shifts where an officer rotates his shift after the twenty eight (28) day cycle.
2. The Chief of police shall determine the manning levels (that is, the exact number of Superior Officers of the Patrol Force) for each of the two (2) shifts and squads that are necessary for the Pitman twelve (12) hour schedule. In addition, the Chief of Police has the managerial right to alter said manning levels, from time to time, as he deems appropriate and necessary to insure the efficient operation of the Department and/or where said adjustment shall be in the best interest of the Department.
3. At the discretion of the Chief, the Captains, Lieutenants, Detective Lieutenants, Detective Sergeants and Detectives may remain on the 5 and 2 eight (8) hour schedules.
4. Employees covered by this contract shall work a twelve (12) hour tour of duty. Shifts are defined as 7:00 am to 7:00 pm for the day shift and 7:00 pm to 7:00am for the night shift. Officers on patrol will rotate between day and night shifts every twenty (28) days. Each Officer will accumulate a total of twelve (12) pick days during one (1) year at a rate of one (1) per month. Six (6) pick days will be taken during each six (6) month period during the calendar year. Pick days for the period January 1- June 30 will be requested prior to February 1 and pick days for July 1-

December 31 will be requested prior to August 1. The pick day will be chosen according to availability by seniority within the squad.

5. The Chief, in his sole discretion, may revert to the eight (8) hour work schedule, as set forth in the immediately preceding collective negotiations agreement, where he deems such change necessary to ensure public safety and the effective management of the Department. Except in the case of emergency, the Chief shall provide the FOP with 30 days advance notice of a change in the work schedule.

6. All officers working the five and two (5-2) work schedule shall be entitled to one (1) additional day off each month of the year at such time as the officer may desire, subject to the approval of the Chief of Police.

7. Because payment for meal periods is included in the standard workday, the Borough is not liable for any additional compensatory time. One thirty (30) minute meal break and one ten (10) minute break period shall be permitted during each 6-hour segment during the tour of duty. The meal and /or break period shall be noncontiguous, subject to call, and are included in the workday. Meal and/or break periods will be authorized by the shift commander or supervisor.

8. If the department reverts back to an eight (8) hour schedule, in that event, all of the revised provisions as a result of the work schedule change shall revert into those terms and conditions which were contained in the immediately preceding collective negotiations agreement absent these revisions.

Section B. -- Overtime

1. In the event that an officer included in the negotiating unit is directed or reasonably required by circumstances to continue working after the completion of

his regularly scheduled tour of duty, any such work shall be compensated for at the rate of time and one-half (1 ½) his regular rate of pay.

2. a) Any superior officer included in the negotiating unit who is required to or receives a request to return to work after completion of his regularly scheduled shift and before the beginning of his next regularly scheduled shift, shall be compensated for such call-in overtime work at the rate of time and one-half (1 ½) his regular hourly rate of pay for all time worked but not less than the minimum guarantee of two (2) hours of straight time pay, whichever is greater. "Work", for purposes of this subparagraph, shall mean regular police duty work and training.
- b) Any superior officer who is subpoenaed to appear before any Grand Jury, civil court (outside of Municipality), juvenile court, or other court or hearing at a time other than his regularly scheduled shift, shall be compensated at double (2 times) his regular hourly rate for all time worked, but not less than the minimum guarantee of two (2) hours of straight time pay, whichever is greater.
- c) Any superior officer who is required to appear at a municipal court, at a time other than his regularly scheduled work shift, shall be compensated at the rate of time and one-half (1 ½) his regular hourly rate for all time worked but not less than the minimum guarantee of two (2) hours straight time pay whichever is greater.
- d) Whenever a superior officer's regularly scheduled shift is changed within fourteen (14) days (336 hours) of the time that he was scheduled to work, he shall be paid at the rate of time and one-half (1 ½) for the regular tour that he next works, provided that the shift change was due to departmental work requirements.
- e) In the twelve (12) hour work schedule, overtime compensation shall be earned when a police officer works in excess of twelve (12) hours in any one day or

more than one-hundred sixty-eight (168) hours in the twenty-eight (28) day work period.

Section C. – Manner of Payment for Overtime

Superior Officers entitled to overtime pay under this Article may be compensated in either payroll payments or "compensatory time off", at the request of the officer. The provision for compensatory time is that the time off will be requested no less than six (6) days in advance. A request may be submitted and approved within the six (6) day period if adequate manpower is available and no schedule changes are necessary. Major holidays are excluded from this provision. Requests for compensatory time will be addressed on a first come, first served basis. In the event that more than one request is submitted, seniority will take priority.

Beginning on January 1, 2000, all compensatory time off that has not been taken by December 31st of each year shall be paid to the superior officer during January of the succeeding year at the rate of pay it was earned. Employees have the right to accumulate up to 40 hours of compensatory time during the course of the calendar year.

Section D.- Training

At the discretion of the Chief of Police, an officer working the Pitman twelve (12) schedule may be temporarily placed on a 5 and 2 (8 Hour) 40 hour work week schedule for training purposes when said training exceeds a four (4) day period. This shall include any probationary officers during the first twelve (12) months of employment.

Effective January 1, 2007, all officers will be required to attend no more than forty (40) hours of training time per year with no additional compensation. Training time will be utilized for training purposes only. Personnel working the 5 and 2 schedule are excluded from this provision. Any unused training time at the end of each year does not accumulate.

Section E.

The provisions of Sections B and C of this Article shall not apply to officers who voluntarily switch shifts or who voluntarily remain on shift to cover for a superior officer reporting to work late.

ARTICLE VIII

WAGES

Section A.

1. During 2007, 2008, 2009, 2010 and 2011, superior officers covered by this Agreement shall be paid according to the wage schedule attached hereto as Schedule A, which is a true copy of the Borough's Salary Ordinance for the Police Department for these five years.

2. The parties agree to commence negotiations for the 2012 contract at least ninety (90) days before the expiration of this Agreement.

Section B.

Nothing contained herein shall prevent the Employer from giving merit increases, bonuses, or other similar payments across the board that it shall desire.

SCHEDULE A

Section 1: Salaries

1. For the year 2007, salaries are effective and retroactive as of January 1, 2007.
2. For the year 2008, salaries are effective as of January 1, 2008.
3. For the year 2009, salaries are effective as of January 1, 2009.
4. For the year 2010, salaries are effective as of January 1, 2010.
5. For the year 2011, salaries are effective as of January 1, 2011.

SALARIES

	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
<u>CAPTAIN</u>					
(Upon Promotion)	102,560	106,662	110,928	115,366	119,980
(6 months)	104,219	108,388	112,724	117,233	121,922
(12 months)	105,879	110,114	114,519	119,100	123,864
(18 months)	107,539	111,841	116,314	120,967	125,806
(24 months)	111,245	115,695	120,323	125,135	130,141
<u>LIEUTENANT</u>					
(Upon Promotion)	92,571	96,274	100,125	104,130	108,295
(6 Months)	94,654	98,440	102,377	106,472	110,731
(12 Months)	96,736	100,605	104,629	108,814	113,167
(18 Months)	98,818	102,770	106,881	111,156	115,603
(24 Months)	102,790	106,901	111,177	115,624	120,249
<u>SERGEANT</u>					
(Upon Promotion)	82,161	85,447	88,865	92,420	96,117
(6 Months)	84,243	87,613	91,117	94,762	98,553
(12 Months)	86,325	89,778	93,369	97,104	100,988
(18 Months)	88,407	91,944	95,621	99,446	103,424
(24 Months)	92,184	95,871	99,707	103,694	107,843

DIFFERENTIAL AT MAXIMUM RELATED TO TOP PAID PATROLMEN ARE:

<u>CAPTAIN</u>	36.365%
<u>LIEUTENANT</u>	26%
<u>SERGEANT</u>	13%

Detective bureau assignments shall be commenced and/or terminated in the Chief's sole discretion. Detective pay shall commence only after ninety (90) consecutive calendar days have been completed in such assignment, during any period in which the employee serves in that assignment immediately after the completion of the ninetieth (90th) day. Anytime that an

assignment is interrupted or changed, the foregoing ninety (90) day time frame before detective's pay is made, shall begin again. Detective stipend shall be \$2,050 per year for each officer assigned as above.

Section II. – EMT STIPEND

Effective January 1, 2003 employees who are or who become certified as an Emergency Medical Technician (EMT certified) shall be entitled to receive the following stipends:

- a) For initial EMT certification \$2,000.00 per annum
- b) For each year thereafter of EMT certification \$1,500.00 per annum

The initial EMT certification stipend of \$2000 shall be applicable to employees on the payroll as of 1/1/03 who have the certification and to all current and future employees who obtain the certification while working for the Borough of Roseland. There shall only be one initial EMT certification stipend of \$2000 paid to an employee during his tenure of employment with the Borough. Employees hired on or after January 1, 2003 who already have their EMT certification shall not be entitled to the initial stipend of \$2000, but instead shall be paid the \$1500 annual stipend. Payment of the initial \$2000 EMT stipend shall be made with base salary over a 12 month period beginning January 2003 for current employees with the certificate and beginning with the date of testing, provided the employee passes on that date, for employees who obtain their certification while working for the Borough. Payment of the \$1500 stipend thereafter shall be made with base pay provided the employee maintains the EMT certification. If an employee fails to maintain the EMT certification, the stipend will be terminated as of the pay period next following the lapse of certification.

The Borough will pay for the costs of training for the initial EMT certification, as well as the costs associated with and training hours necessary to obtain the recertification.

Employees have the option of completing the EMT training on their own time with no compensation from the Borough other than paying the costs for said training provided that approval is received from the Chief of Police prior to commencing the training.

Section III

The foregoing salaries and other compensations, unless otherwise indicated, shall be paid semimonthly.

ARTICLE IX

LONGEVITY PAYMENTS

Section 1.

As part of regular wages, all officers employed prior to January 1, 1996 shall receive additional longevity pay as follows:

<u>SERVICE</u>	<u>LONGEVITY PAYMENT</u>
More than five (5) years	2% of base salary
More than ten (10) years	4% of base salary
More than fifteen (15) years	6% of base salary
More than twenty (20) years	8% of base salary
More than twenty five (25) years	10% of base salary

Section 2.

All employees hired on or after January 1, 1996 shall not receive additional longevity pay.

ARTICLE X

HOLIDAYS

All superior officers shall be entitled to One-hundred and twelve (112) hours paid holiday time during each calendar year.

Effective January 1, 2003 employees shall have the option to receive some or all of their paid holidays in cash rather than time off, provided they advise the Chief by July 1 as to how many of the one-hundred twelve (112) hours paid holiday time they wish to receive in cash. Payment of cash paid holidays will be in a lump sum in the last pay in November.

ARTICLE XI

VACATIONS

Section A. - Accrual

1. Superior officers who have completed continuous employment set forth in the table below, shall accrue and receive paid vacations as follows:

<u>SERVICE</u>	<u>WORK HOURS VACATION</u>
Less than one year but more than six month	40 hours
One to Three years	80 hours
Four to six years	96 hours
Seven to ten years	136 hours
Eleven to fifteen years	160 hours
Sixteen or more years	200 hours

2. Superior officers shall be entitled to two (2) additional days of vacation, except that the total number of vacation days shall not exceed twenty-five (25) days.

Section B.

Vacation pay shall be paid immediately preceding the commencement of a superior officer's vacation. Leaves in excess of two weeks at any time shall require prior approval of the Chief of Police.

Section C.

Vacation time must be taken during the year that it was earned, except that a maximum of five (5) vacation days may be carried over to the next year. All vacation days in excess of five (5) that have not been used by December 31st of each year shall be paid to the superior officer during January of the succeeding year at the rate of pay it was earned.

ARTICLE XII

LEAVES

Section A. – Sick Leave

1. Non-Occupational Illness or Injury

Effective January 1, 2007, superior officers hired prior to January 1, 2000 and who were subsequently promoted to a superior officer rank shall be granted One-hundred and twenty-eight (128) working hours sick leave with pay each year. A physician's certification may be required at the Police Chief's discretion. In addition, such superior officers as of January 1, 2007 shall on a one time basis only, be granted seven-hundred and twenty (720) working hours sick leave so that during the year 2007 such superior officers will have working hours of sick leave totaling eight-hundred and forty eight (848).

2. All employees hired on or after January 1, 2000 who are subsequently promoted to a superior officer rank shall be granted one hundred and twenty-eight (128) working hours sick leave with pay each year. A physician's certification may be required at the Police Chief's discretion.

3. Such unused sick leave days shall be accumulated from year to year with no maximum accumulation and upon retirement with twenty-five (25) years or more of service in the New Jersey Pension System and with at least ten (10) years of service with the Borough, a superior officer hired before January 1, 2007 may use a maximum of sixty (60) days accrued sick leave as retirement leave to be paid at the daily rate of pay the superior officer is then earning. An officer hired on or after January 1, 2007 and subsequently promoted to a superior officer rank may use a maximum of thirty (30) days accrued sick leave as retirement leave.

4. **Work related injury or illness**

Notwithstanding the provisions in Section A – 1 above, employees covered hereunder who are on leave due to work related injury or illness shall continue to receive full pay from the Borough for a period of up to seven-hundred and twenty (720) working hours per year, and during that period such employees shall endorse over to the Borough any temporary disabilities payments received on account of the work related injury or illness in accordance with present practice.

Section B. – Terminal Leave

Sixty (60) days terminal leave shall be granted to all superior officers who retire with twenty-five (25) or more years of service in the New Jersey pension system and with at least ten (10) years of service to the Borough.

In the event another department in the Borough is granted additional terminal leave time, it shall automatically be added to this FOP Contract Agreement.

In the event a twenty (20) year retirement program is passed by the State Legislature, superior officers who retire under such a program after twenty (20) years of service in the New Jersey pension system and at least ten (10) years of service to the Borough shall be granted the sixty (60) days terminal leave under this section. All officers hired after January 1, 2000 who retire under such a program after twenty (20) years of service in the New Jersey Pension System and at least ten (10) years of service to the Borough shall be allowed to use a maximum of sixty (60) days of unused sick leave as retirement leave.

Section C. – Bereavement Leave

In the event of the death of a superior officer's spouse or child, the officer shall be entitled to five (5) working days off for bereavement, which may be extended beyond five (5) working days at the discretion of the Chief of Police.

In the event of death in a superior officer's immediate family, other than a spouse or child, the superior officer shall be entitled to three (3) working days off for bereavement. Immediate family, other than spouse or child, shall mean father, mother, father-in-law, mother-in-law, sister, brother, grandparents, step-parents, step-children, or any other dependent relative living in the household with the superior officer.

In the event of the death of a superior officer's brother-in-law, sister-in-law, aunt or uncle, the superior officer shall be entitled to one (1) working day off for bereavement.

Section D. – Military Leave

1. Any superior officer who is a member of a reserve force of the United States or this State and who is ordered by appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State shall be granted a leave of absence during the period of such activity with no loss of time, not to exceed fourteen (14) days per calendar year, except in case of emergency, providing such orders are substantiated.

2. The superior officer shall provide the Police Chief with a copy of his orders and drill schedule as far in advance as possible.

Section E. – Community Affairs

In the event a superior officer is involved in departmentally recognized community affairs, the superior officer shall be given consideration in the scheduling of his shifts so as not to conflict with his participation in such affairs.

Section F. – FOP and Police Related Activities

1. The Employer shall permit members of the FOP negotiating committee to attend collective bargaining meetings during the duty hours of the members. However, only two (2) members of such committee shall be permitted to attend such meetings without loss of pay or compensatory time.

2. The Employer agrees to grant the necessary time off without loss of pay to the FOP Local President and one (1) elected delegate to attend the one meeting every two (2) months of the Fraternal Order of Police.

3. The Employer shall arrange, whenever reasonably possible, a superior officer's shift so that he may attend FOP or police related functions, without any loss in pay or benefits.

Provisions 1, 2 and 3 of Section F of this Article are subject to the reasonable scheduling demands of the Chief of Police, who will be notified in advance by the superior officer, or superior officers, of their desire to be released from duty. In the event a superior officer is called in to replace one who is released for FOP business, such superior officer shall receive straight time pay and the overtime pay provision of Article VII shall not apply.

ARTICLE XIII

PERSONAL TIME

The Employer agrees to grant each superior officer twenty-four (24) hours personal time off per year.

Personal time off may not be taken in increments of less than eight (8) hours except with the consent of the Chief of Police or his designee. Personal time off may not be carried over from year to year and no payment is made for any unused personal time at year-end.

ARTICLE XIV

UNIFORMS AND EQUIPMENT

Section A.

The annual uniform allowance shall be twelve hundred (\$1,200.00) dollars in each year of the Contract and shall be paid with the first bill list following receipt of voucher.

Receipts for uniform items must detail the item and the price and must also have the name of the store where purchase is made. Any portion of uniform allowance not supported by receipt is considered ordinary income.

Section B.

In the event a superior officer's uniform and/or equipment is damaged or destroyed in the line of duty, such uniform and/or equipment shall be replaced by the Borough of Roseland at no cost to the officer.

ARTICLE XV

INSURANCE, HEALTH AND DENTAL PLANS

Section A.

The Employer shall provide to all active superior officers and their dependents the following insurance protection at no additional cost to the superior officers:

1. New Jersey State Health Benefits Plan
2. False arrest insurance
3. Group Life Insurance Policy in the amount of \$15,000.00 covering accidental death and dismemberment.
4. Dental – Delta Dental Plan. The Delta Dental Plan currently in effect.

Section B.

1. The Employer shall pay New Jersey Health Benefit Premium charges for certain retired superior officers and their dependents, as provided in Chapter 88, Public Law 1974.
2. In the event that Chapter 88, Public Law 1974 is amended, benefits currently enjoyed will not be forfeited, unless retention of same violates the law as amended.
3. Retiring employees have the option to remain in the group dental plan at their own expense subject to the requirements, procedures, and limitations in effect under the COBRA statute and regulations at the time of their retirement. At least sixty (60) days prior to the date of retirement, the Borough shall provide the retiring officer with all the relevant information from Delta Dental regarding the various aspects of this benefit program.

Section C.

1. The Employer agrees to replace one pair of glasses per year per officer if damaged or destroyed in the line of duty.

Section D.

1. Anything to the contrary notwithstanding, the employer may implement the change in insurance, health, or dental plans as set forth in Section A, Section B, Section C or any part of them. The foregoing change may be due to a different health insurance provider or the like provided, however, the benefits provided in the new plan shall be substantially equivalent to or better than the current level of benefits provided immediately prior to the change. Before implementing the change the Employer shall give a minimum of forty-five (45) days notice to the FOP during which time frame discussions with regard to the change shall take place.

ARTICLE XVI

COLLEGE INCENTIVES

Section A. – College Credits Bonus

Each superior officer who is attending an accredited college or university for purposes of securing a Criminal Justice/Law Enforcement, Police Science Degree or its recognized equivalent or a Bachelor's Degree in any discipline, shall receive, in addition to his regular annual wages, a one-time bonus of ten dollars (\$10.00) per credit payment upon successful completion with a passing grade.

Section B. – College Cost Reimbursement

Each superior officer who is attending an accredited college or university for purposes of securing a Criminal Justice/Law Enforcement, Police Science Degree or its recognized equivalent or a Bachelor's Degree in any discipline, shall receive, upon presentation of paid receipts for books and tuition, reimbursement of his paid expenses up to a maximum of one hundred dollars (\$100.00).

Section C. – College Degree Yearly Stipend

Any superior officer who has attained the following degrees shall receive the following annual stipend as compensation in addition to his regular wages:

- | | | |
|----|--|-------------------|
| 1. | AA Degree
(Criminal Justice and/or
Police Science or functional
Equivalent) | \$600.00 per year |
| 2. | Bachelor's Degree
(Criminal Justice and/or
Police Science or Functional
Equivalent) | \$950.00 per year |

An Associate of Arts or a Bachelor of Arts degree in criminal justice and/or police science or its functional equivalent is required to obtain the college degree yearly stipends as provided above. The term "functional equivalent" is defined as having successfully completed at least 24 college credits in an AA degree program and 48 college credits in a Bachelor's degree program in the following areas:

1. Sociology;
2. Social Psychology;
3. Psychology;
4. Crime and its causation;
5. Societal responses to crime;
6. Criminal justice career concerns;
7. Criminal justice systems;
8. Criminology;
9. Law and legal process;
10. Anthropology and sociology of law;
11. Police and policing tactics, strategy and administration

12. Principals, structure organization, administration and operation of criminal court systems;
13. Correctional systems including incarceration, corrections, probation and parole.

At least 36 college credits must be successfully completed in subject areas 4 through 13 for a Bachelor's degree to be considered a "functional equivalent" and 18 credits for an Associate's degree to be considered a "functional equivalent."

Superior officers seeking this stipend must submit official transcripts from the schools they attended and the school catalogs describing the courses taken.

If any dispute arises over whether a superior officer is entitled to the college stipend, the issue will be submitted to the Dean of the Criminal Justice Program at Seton Hall University or his designee for resolution. The Dean or his designee will be provided with the above contractual definition of the term "functional equivalent", the superior officer's college transcripts, and the school catalogs, which include the description of the courses taken.

The Dean or his designee shall advise the Borough whether in his opinion the courses successfully completed by the superior officer meet the contractual definition of "functional equivalent".

The decision of the Dean or his designee shall be final and binding on both parties. This decision shall not be further subject to the contractual grievance/arbitration procedure; the parties having specifically agreed to use the procedure set forth herein, in lieu of the grievance/arbitration procedure to resolve this issue. Any costs or fees for the determination of this issue by the Dean or his designee shall be borne equally by the parties.

Section D.

All superior officers currently employed by the Borough and all subsequently hired superior officers must comply with the specific degree requirements specified in Section C in order to receive either the AA or Bachelor's degree yearly stipend.

ARTICLE XVII

NO STRIKE PROVISION

The FOP, its members, and all those covered by this Agreement agree that during the term of this Agreement there shall be no strike, work stoppages, slowdowns, interruptions, job actions, or interferences with the activities of the Police Department of any nature pursuant to N.J.S.A. 34:13A-2.

ARTICLE XVIII

SEPARABILITY

In the event that any term, condition, or provision of this Agreement in whole or part, is declared by any court of competent jurisdiction, statute, rule or regulation of any agency having jurisdiction to be illegal, void and/or invalid, all of the other terms, conditions, and provisions of this Agreement shall remain in full force and effect to the same extent as if that part declared illegal, void and/or invalid had never been incorporated in this Agreement and in such form that the remainder of this Agreement shall continue to be binding upon the parties hereto unless such provision shall be so substantial in nature so as to render this Agreement unworkable.

ARTICLE XIX

MANAGEMENT RIGHTS

The FOP recognizes that there are certain functions, responsibilities and management rights exclusively reserved to the Employer. All of the rights, power and authority possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer subject only to such limitations as are specifically provided in this Agreement.

ARTICLE XX
PAYROLL SAVINGS PLAN

The Borough agrees to establish or maintain: 1) a 457 Deferred Compensation Plan; 2) a 529 College Savings Plan; and 3) AFLAC, provided that no contribution or cost shall be incurred by the Borough.

ARTICLE XXI
MISCELLANEOUS

Section A.

Whenever a superior officer uses his private automobile for departmental business, he shall be reimbursed by the Employer at the maximum rate allowed by the IRS.

Section B.

In the event an superior officer desires to take a leave of absence without pay for up to six (6) months for any reason, he shall submit a written request to the Mayor and Council which indicates the following:

1. Reason(s) for the requested leave;
2. The proposed date that the leave shall begin; and
3. The proposed date that the leave shall terminate.

The Mayor and Council shall state in writing whether this leave is granted or denied and, if denied, the reason for denial. The decision of the Mayor and Council shall be final and binding.

Section C.

The Borough agrees to deduct FOP dues from each officer's payroll check who is a member of the Roseland Superior Officer's Lodge No. 184, Fraternal Order of Police provided that the officer signs and submits a dues deduction authorization card to the Chief of Police. The method of

deduction and method of payment to the FOP will be mutually agreed upon by both parties prior to the start of said payroll deductions. The FOP agrees that it will indemnify, defend and hold the Borough harmless against any actions, claims, suits or other forms of liability, including reasonable attorney fees resulting from any action taken by the Borough at the request of the FOP under this section of the contract.

Section D.

1. Upon thirty (30) days notice in writing from the FOP to the Borough, the FOP may amend this contract to add a representation fee clause whereby employees covered by this contract who do not become a member of the FOP will be required to pay a representation fee not to exceed 85% of the regular FOP dues, fees and assessments as certified to the Borough by the FOP. If implemented the representation fee will be deducted from the officer's payroll check in a similar manner as dues are deducted from officers payroll checks who are members of the FOP. The FOP agrees that it will indemnify, defend and hold the Borough harmless against any actions, claims, suits or other forms of liability, including reasonable attorney fees resulting from any action taken by the Borough at the request of the FOP under this section of the contract.

Section F. – Uniformed Side Jobs

1. Effective January 1, 2005, the parties agree that all side jobs will be run from a rotating box.
2. The original order for distribution of side jobs will be based upon seniority, with the box then changing as jobs are filled or refused.
3. Officers will be called based upon information they provide on cards, including home phone, cell phone, pager, etc.

4. If an officer takes a job or refuses a job for any reason other than working, being on department approved sick time, being assigned to a special detail, or subject to being on call, such officer shall then be moved to the back of the box.
5. The Borough agrees to permit a superior officer or his designee to be responsible for the handling of the box, subject to the right of the Borough, in its discretion, to assume the responsibility for the administration of the distribution of these side jobs.

ARTICLE XXII

DURATION

Section A.

This Agreement shall be effective January 1, 2007 and shall continue in full force and effect through December 31, 2011.

Section B.

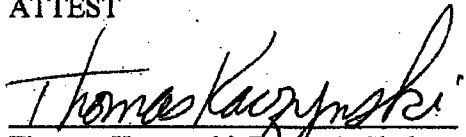
Except as provided by Article VIII, Section A2, negotiations for a successor agreement shall commence not later than the time provided by the then applicable rules of the State of New Jersey Public Employment Relations Commission.

Section C.

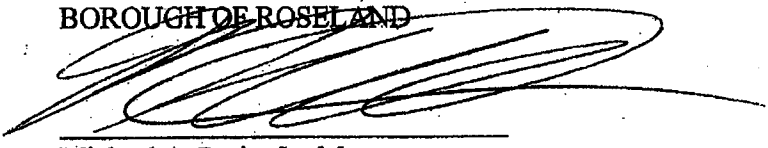
This Agreement shall continue in effect during negotiations even though such negotiations extend beyond the expiration date or such reasonable length of time thereafter as may be required for the negotiation of a new agreement.

WHEREAS, the parties have executed this Agreement this 28th day of Nov., 2006.

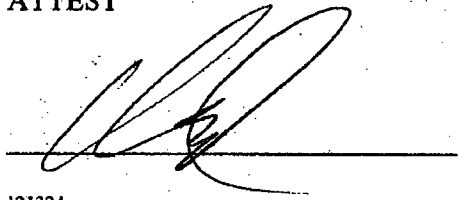
ATTEST


Thomas Kaczynski, Borough Clerk

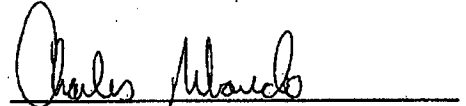
BOROUGH OF ROSELAND


Michael A. Pacio, Jr., Mayor

ATTEST


121324

ROSELAND SUPERIOR OFFICERS
LODGE NO. 184, FOP


Charles Ribaldo, President