

Contract no. 1428

T

P. B. A. C O N T R A C T

A G R E E M E N T

Between

THE BOROUGH OF ROSELAND

and

THE ROSELAND P B A - L O C A L 2 9 3

January 1, 1990 t h r o u g h December 31, 1992

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P R E A M B L E

This Agreement made and entered into at Roseland, New Jersey, this 26th day of November, 1991, by and between the BOROUGH OF ROSELAND, in the County of Essex, hereinafter referred to as the "Borough" and the ROSELAND POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 293, a professional organization, hereinafter referred to as the "PBA".

WITNESSETH:

WHEREAS, the Borough and the PBA 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 PBA as the exclusive negotiating agent for all officers presently employed or hereafter employed by the Employer in the following classifications, titles, and/or positions:

Probationary Patrolman

Patrolman

Detective

Juvenile Aid Officer

Sergeant

Detective Sergeant

Lieutenant

Captain

Excluded from the negotiating unit shall be the Chief of Police.

Section B.

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

Section C.

Unless otherwise indicated, the term "Employee" or "Officer", when used hereinafter in this Agreement, shall refer to all employees represented by the PBA 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 PBA 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. N.J.S.A. 34:13A-5.3 provides for binding arbitration. 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 officer presently in the negotiating unit shall remain in the unit with the new title until the parties agree or PERC renders a ruling on such disputed title: N.J.S.A. 34:13A-5.3 provides for binding arbitration.

ARTICLE II
NO DISCRIMINATION

Section A.

The opportunity to give and obtain employment without discrimination is hereby recognized by the parties to this Agreement.

ARTICLE III

VISITATION

Section A.

An officer, bargaining representative and/or counsel for the PBA, or the PBA's designee may enter the Police Department at reasonable times during working hours for the purpose of investigating facts relating to employee grievances or other matters relating to the operation of this Agreement. An employee-grievant may be released from his duty in order to confer with such representative(s) of the PBA, subject to the reasonable scheduling demands of the Employer, at no cost to the Borough.

Section B.

The Employer shall make a bulletin board available to the PBA for the purpose of posting PBA notices.

ARTICLE IV

NEW EMPLOYEES AND PROBATIONARY PERIOD

Section A.

Prior to the hire of any new officer, the Chief of Police shall make all necessary arrangements to ensure that the new officer will be placed in the Essex County Police Academy as soon as is reasonably possible.

Section B.

In the event a new officer successfully completes instruction at the Police Academy and reports back for duty, he shall work on a trial or probationary basis for the first six (6) months of employment, measured from the time such new officer successfully completes instruction at the Police Academy.

Section C.

During the first six (6) months of employment after the new officer returns from the Police Academy, a new officer may be discharged without cause and without hearing for any reason which need not be stated by the Employer. Upon conclusion of such six (6) month period, no probationary officer shall be discharged except for justifiable cause stated in writing, such discharge being subject to the appeal procedures provided by N.J.S.A. 40A:14-147 through N.J.S.A. 40A:14-155.

Section D.

All superior officers shall work on a trial or probationary basis for the first year of their employment in such new rank. "Superior Officer" for purposes of this section means Sergeant, Detective Sergeant, Lieutenant, and Captain.

ARTICLE V

SENIORITY

Section A. - PURPOSE

1. "Seniority" shall mean an officer's length of continuous service to the employer.
2. Employees hereunder shall be governed by seniority for purposes of transfer, lay-off and recall, scheduling of vacations and any other conditions of employment which by custom and usage in labor relations are so governed by seniority.

Section B. - LAY-OFFS

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

First: by Rank

a n d

Second: by Department

2. When a lay-off occurs, the least senior officer in the classification affected shall be laid off first. In the event such officer is more senior than one or more officers in a different classification, he shall be permitted to bump the least senior officer in such different classification.

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.

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 PBA and the officer affected, directing such officer to report back to work within five (5) work days after receipt.

Section D.

Seniority shall be broken only under the following circumstances:

1. Voluntary termination
2. Termination for justifiable cause; or
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 Police Officers' morale.

2. Nothing contained herein will be construed as limiting the right of any police officer having a grievance to discuss the matter informally with the Chief of the department 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 police officer or the Association.

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

A grievant will institute action under the provisions hereof by submitting a written grievance 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, and an earnest effort will be made to settle the difference between the aggrieved and the immediate supervisor for the purpose of resolving the matter informally. Failure to act within the period set forth above will be deemed to constitute an abandonment of the grievance.

The immediate supervisor will render a decision in writing to the grievant within five (5) days after the receipt of the grievance.

2. Step Two

In the event the grievance is not settled through Step One, it will be filed with the Captain within five (5) days following the determination by the immediate supervisor.

- a) The grievance submission will contain a copy of the original grievance filed with the immediate supervisor and a copy of the immediate supervisor's determination.

The Captain or his designee will render a decision in writing within five (5) days from receipt of the grievance.

3. Step Three

In the event the grievance has not been resolved through Step Two, then within five (5) days of receipt of the determination of the Captain or his designee, the matter shall be submitted to the Chief of the Department.

The Chief will submit a written answer within ten (10) days from receipt of the grievance.

4. Step Four

In the event the grievance has not been resolved through Step Three, then within five (5) days of receipt of the determination of the Chief or his designee, the matter shall be submitted to the Police Committee.

The Chief and the Police Committee shall meet with the grievant and the designated association representative for the purpose of discussing the grievance.

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 Association within five (5) working days after the conclusion of discussions of the grievance.

5. Step Five

If the grievant is not satisfied with the decision rendered at Step Four, 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 Four 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 five (5) days of receipt of the determination rendered by the Police Committee at Step Four.

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 PBA representative within eight (8) working days after the conclusion of discussions of the grievance.

6. Step Six

If the PBA is not satisfied with the disposition of the grievance at Step Five, then the PBA shall file a notice, within fifteen (15) working 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 to him and 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 and remedy 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 Association 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 which 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 Six herein.

ARTICLE VII

HOURS OF WORK AND OVERTIME

Section A. - WORK WEEK AND DAY

1. The regular work week shall be forty (40) hours, consisting of five (5) consecutive days in any week, except as modified by established past practice.
2. The work day shall consist of eight (8) consecutive hours in any one (1) day of the work week, except as modified by established past practices.
3. Meals shall not be longer than forty-five (45) minutes.

Section B. - OVERTIME

1. In the event an officer, except the Captain or Lieutenant, is directed or reasonably required by circumstances to continue working after the completion of the eighth consecutive hour of his regularly scheduled tour of duty, any such work shall be compensated for at the premium rate of time and one-half (1½) his regular rate of pay.
2. a) Any officer, except the Captain or Lieutenant, who is required to or receives a request to work after 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 premium rate of time and one-half (1½) his regular hourly rate of pay, with a minimum guarantee of two (2) hours of premium work. "Work", for purposes of this subparagraph, shall mean regular police duty work and training.

- b) Any 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 work shift, shall be compensated at double (2 times) his regularly hourly rate for all such hours, with a minimum guarantee of two (2) hours of pay.
- c) Any 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 premium rate of time and one-half (1½) his regular hourly rate for all such hours, with a minimum guarantee of two (2) hours straight time.
- d) Whenever an officer's regularly scheduled shift is changed within forty-eight (48) hours of the time that he was scheduled to work, he shall be paid at the rate of time and one-half (1½) for the eight hour tour that he next works, provided the shift change was due to Departmental work requirements.

In no event shall this provision apply if the shift change was occasioned by a request by an officer for vacation time or other time off.

Section C. - MANNER OF PAYMENT FOR OVERTIME

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 subject to the reasonable scheduling demands of the Chief. "Compensatory time off" may be granted at the discretion of the Chief to the Lieutenant and Captain for overtime defined in Article VII, Sections B1 and B2(a).

Section D.

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 an officer reporting to work late.

Section E. - RELEASE TIME

The Employer will give release time with pay, not to exceed two (2) representatives at any one time, to those members of the bargaining unit designated by the PBA to participate as a negotiating committee and to conduct PBA business under and pursuant to this Agreement.

This provision is subject to the reasonable scheduling demands of the Chief, who will be notified in advance by the Officer, or Officers, of their desire to be released from duty. In the event an officer is called in to replace one who is released for PBA business, such officer shall receive straight time pay and the overtime pay provisions of Article VII shall not apply.

ARTICLE VIII

WAGES

Section A.

1. During 1990, 1991 and 1992 police 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 three years.

2. The parties agree to commence negotiations for the 1993 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.

Section C.

As part of regular wages, all officers 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

BOROUGH OF ROSELAND

PENDING ORDINANCE No. 17-1991

AN ORDINANCE FIXING THE SALARIES, COMPENSATIONS AND RETAINERS OF THE PAID OFFICERS AND EMPLOYEES OF THE BOROUGH OF ROSELAND POLICE DEPARTMENT FOR THE YEARS 1990-1991-1992

BE IT ORDAINED, by the Mayor and Council of the Borough of Roseland, in the County of Essex as follows:

SECTION I: Salaries

That for and during the years 1990, 1991 and 1992, the salaries of the various paid officers and employees of the Borough of Roseland Police Department shall be at the following rates:

1. Effective and retroactive as of January 1, 1990, the annual wages of all Patrolmen First Grade shall be: \$36,625.
2. Effective July 1, 1990, the annual wages of all Patrolmen First Grade shall be \$36,991.
3. Effective January 1, 1991, the annual wages of all Patrolmen First Grade shall be \$39,488.
4. Effective January 1, 1992, the annual wages of all Patrolman First Grade shall be \$42,153.
5. The wage differential between the ranks for 1990, 1991 and 1992 shall be based upon the First Grade Patrolman wages as follows:

Positions	First Grade Plus			
	1/1/90	7/1/90	1/1/91	1/1/92
<u>CAPTAIN</u>				
During probationary period "A".	\$8,060.	\$8,141.	\$8,690.	\$9,277.
During probationary period "B".	8,743.	8,831.	9,426.	10,064.
Thereafter.	9,701.	9,798.	10,459.	11,166.
<u>LIEUTENANT</u>				
During probationary period "A".	\$5,541.	\$5,596	\$5,974.	\$6,378
During probationary period "B".	6,321	6,384	6,815	7,275
Thereafter.	7,257	7,329	7,824	8,352
<u>DETECTIVE SERGEANT</u>				
During probationary period "A".	\$3,999.	\$4,039	\$4,312	\$4,603
During probationary period "B".	4,296	4,339	4,632	4,945
Thereafter.	4,741	4,789	5,112	5,457
<u>SERGEANT</u>				
During probationary period "A".	\$1,804	\$1,822	\$1,945	\$2,076
During probationary period "B".	2,546	2,571	2,745	2,930
Thereafter.	3,289	3,322	3,546	3,786
<u>JUVENILE AID OFFICER.</u>	\$ 964	\$ 974	\$1,040	\$1,111
<u>DETECTIVE</u>	964	974	1,040	1,111
		% Wage of First Grade Patrolman		
<u>PATROLMAN</u>				
During probationary period "A".		60%	60%	60%
During probationary period "B".		65%	65%	65%
Third Grade		91%	91%	91%
Second Grade.		95%	95%	95%

SECTION II:

In addition to the above listed salaries, all officers and employees of the Borough of Roseland Police Department, except special officers on call, shall be compensated for longevity increments, holidays, overtime, court time, vacations and uniform allowances;

and shall also receive hospital and dental insurance, group life insurance, legal aid and compensation for college credits, paid by the employer, the Borough of Roseland, in accordance with the contract between Roseland P B A, Local 293, and the Borough of Roseland, a copy of which is on file in the office of the Borough Clerk.

SECTION III:

The foregoing salaries and other compensations, unless otherwise indicated, shall be paid semi-monthly.

SECTION IV:

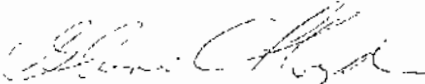
All ordinances, or parts of ordinances, inconsistent with this ordinance shall be and the same are hereby repealed.

SECTION V:

This ordinance shall take effect upon final passage and publication according to law.



LOUIS DE BELL, MAYOR



GLORIA C. FLOYD, BOROUGH CLERK

Introduced: _____

Adopted: _____

Public
Hearing: _____

ARTICLE IX

HOLIDAYS

All officers shall be entitled to fourteen (14) paid holidays during each calendar year.

The paid holidays may be taken as days off at such time as the officer may desire, subject to the approval of the Chief, which shall not unreasonably be withheld.

Section B.

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

ARTICLE XI

LEAVES

Section A. - SICK LEAVE

1. Non-Occupational Illness or Injury

At the beginning of each calendar year, each officer shall be granted ninety (90) working days sick leave to be used during such calendar year only. A written statement by a physician certifying that the officer's condition prevented him from performing his duties may be required at the Police Chief's discretion.

Section B. - TERMINAL LEAVE

Sixty (60) days terminal leave shall be granted to all officers who retire with twenty-five (25) years of service to the Borough. In the event another department is granted additional terminal leave time, it shall automatically be added to this PBA Contract Agreement.

In the event a twenty (20) year retirement program is passed by the State legislature, officers who retire under such a program after twenty (20) years of service to the Borough shall be granted the sixty (60) days of terminal leave under this section.

SECTION C. - BEREAVEMENT LEAVE

In the event of the death of an officer's spouse or child, the officer shall be entitled to five (5) bereavement days off, or more than five (5) bereavement days at the discretion of the Police Committee.

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

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

Section D. - MILITARY SERVICE LEAVE

1. Any 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, provided such orders are substantiated.

2. The 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 an officer is involved in community affairs, such as, the Boy Scouts or approved Roseland youth athletics or activities, the officer shall be given consideration in the scheduling of his shifts so as not to conflict with his participation in such affairs.

Section F. - PBA AND POLICE RELATED ACTIVITIES

The Employer shall arrange, whenever reasonably possible, an officer's shifts so that he may attend PBA or police related functions, such as, meetings, pistol competitions or bowling matches, without any loss in pay or benefits.

Section G. - PERSONAL TIME

The employer agrees to grant each officer the following personal time off:

In 1990	16 hours
In 1991	16 hours
In 1992	16 hours

ARTICLE XII
UNIFORMS AND EQUIPMENT

Section A.

Each newly hired officer shall receive within one (1) week after hire his uniform and equipment.

Section B.

The annual uniform allowance shall be seven hundred (\$700.00) dollars in 1990; seven hundred fifty (\$750.00) dollars in 1991; and eight hundred (\$800.00) dollars in 1992 and shall be paid no later than the second pay period in each year.

Section C.

In the event an officer's equipment or uniforms are damaged or destroyed in the line of duty, such equipment or uniforms shall be replaced by the Borough of Roseland at no cost to the officer up to a maximum of one hundred (\$100.00) dollars for any one incident.

ARTICLE XIII

INSURANCE

Section A.

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

1. Blue Cross/Blue Shield
2. Rider "J"
3. Extended Major Medical with \$50.00 Deductible
4. False Arrest Insurance
5. Group Life Insurance Policy in the amount of \$15,000.00 covering accidental death and dismemberment
6. Dental - Delta Plan

Section B.

1. The Employer shall pay New Jersey Health Benefit premium charges for certain retired 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. The retired employee can remain in the group dental plan by paying the yearly premium in full amount prior to January 15th.

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.

ARTICLE XIV
COLLEGE CREDITS

Section A.

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

Section B.

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

- | | |
|--|---------------|
| 1. AA Degree (Police Science or its recognized equivalent) | \$600.00/year |
| 2. Bachelor's Degree - An additional \$350.00 | \$950.00/year |

Section C.

Each officer attending college during the calendar year 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).

ARTICLE XV
NO STRIKE PROVISION

The PBA, its members, and all those covered by this Agreement agree that during the term of this Agreement there shall be no strikes, 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 XVI

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 XVII
MANAGEMENT RIGHTS

The PBA 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 XVIII
PAYROLL SAVINGS PLAN

The Borough agrees to establish or maintain a Payroll Savings Plan provided that no contribution or cost shall be incurred by the Borough.

ARTICLE XIX
MISCELLANEOUS

Section A.

Whenever an officer uses his private automobile for departmental business, he shall be reimbursed by the Employer at the rate of twenty cents (20¢) per mile.

Section B.

In the event an officer desires to take a leave of absence without pay for up to six 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.

BOROUGH OF ROSELAND

PENDING ORDINANCE No. 17-1991

AN ORDINANCE FIXING THE SALARIES, COMPENSATIONS AND
RETAINERS OF THE PAID OFFICERS AND EMPLOYEES OF THE
BOROUGH OF ROSELAND POLICE DEPARTMENT FOR THE YEARS
1990-1991-1992

BE IT ORDAINED, by the Mayor and Council of the
Borough of Roseland, in the County of Essex as follows:

SECTION I: Salaries

That for and during the years 1990, 1991 and 1992, the
salaries of the various paid officers and employees of the
Borough of Roseland Police Department shall be at the fol-
lowing rates:

1. Effective and retroactive as of January 1, 1990,
the annual wages of all Patrolmen First Grade
shall be: \$36,625.
2. Effective July 1, 1990, the annual wages of all
Patrolmen First Grade shall be \$36,991.
3. Effective January 1, 1991, the annual wages of all
Patrolmen First Grade shall be \$39,488.
4. Effective January 1, 1992, the annual wages of all
Patrolman First Grade shall be \$42,153.
5. The wage differential between the ranks for 1990, 1991
and 1992 shall be based upon the First Grade Patrolman
wages as follows:

	<u>First Grade Plus</u>			
<u>Positions</u>	<u>1/1/90</u>	<u>7/1/90</u>	<u>1/1/91</u>	<u>1/1/92</u>
<u>CAPTAIN</u>				
During probationary period "A".	\$8,060.	\$8,141.	\$8,690.	\$9,277.
During probationary period "B".	8,743.	8,831.	9,426.	10,064.
Thereafter.	9,701.	9,798.	10,459.	11,166.
<u>LIEUTENANT</u>				
During probationary period "A".	\$5,541.	\$5,596	\$5,974.	\$6,378
During probationary period "B".	6,321	6,384	6,815	7,275
Thereafter.	7,257	7,329	7,824	8,352
<u>DETECTIVE SERGEANT</u>				
During probationary period "A".	\$3,999.	\$4,039	\$4,312	\$4,603
During probationary period "B".	4,296	4,339	4,632	4,945
Thereafter.	4,741	4,789	5,112	5,457
<u>SERGEANT</u>				
During probationary period "A".	\$1,804	\$1,822	\$1,945	\$2,076
During probationary period "B".	2,546	2,571	2,745	2,930
Thereafter.	3,289	3,322	3,546	3,786
<u>JUVENILE AID OFFICER.</u> \$ 964 \$ 974 \$1,040 \$1,111				
<u>DETECTIVE</u> 964 974 1,040 1,111				
		<u>% Wage of First Grade Patrolman</u>		
<u>PATROLMAN</u>				
During probationary period "A".		60%	60%	60%
During probationary period "B".		65%	65%	65%
Third Grade		91%	91%	91%
Second Grade.		95%	95%	95%

ARTICLE XX

DURATION

Section A.

This Agreement shall be effective as of January 1, 1990 and shall continue in full force and effect through December 31, 1992.

Section B.

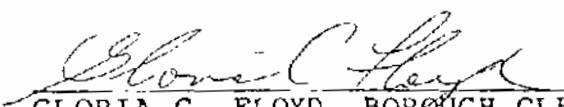
Except as provided by Article VIII, Section A4, negotiation for a successor agreement shall commence not later than the time provided by the then applicable rules of the State of New Jersey Public Employment Relations Commission.

Section C.

This Agreement shall continue in effect during negotiations even though such negotiations extend beyond the expiration date for 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 26th day of NOVEMBER 1991.

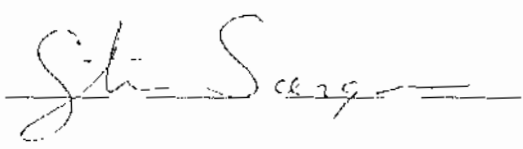
ATTEST:


GLORIA C. FLOYD, BOROUGH CLERK

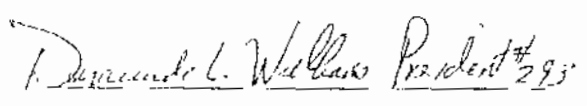
BOROUGH OF ROSELAND


LOUIS DE BELL, MAYOR

ATTEST:



ROSELAND PBA, LOCAL NO. 293

 Demetrius L. Williams President #293

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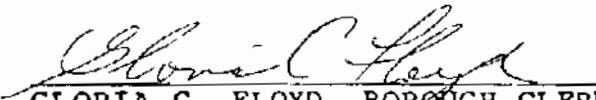
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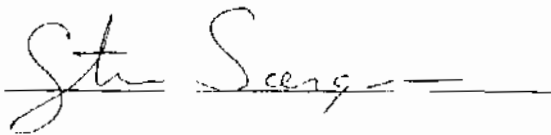
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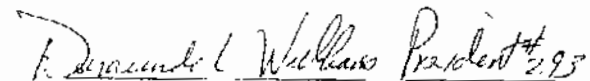
BOROUGH OF ROSELAND


LOUIS DE BELL, MAYOR

ATTEST:



ROSELAND PBA, LOCAL NO. 293


Donald L. Williams President #293