

AGREEMENT

Between the

BOROUGH OF ROSELAND

and

**ROSELAND PATROLMAN'S FRATERNAL ORDER
OF POLICE LODGE NO. 184**

January 1, 2013 through December 31, 2017

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PREAMBLE

This Agreement made and entered into at Roseland, New Jersey, this _____ day of December 2015, by and between the **BOROUGH OF ROSELAND**, in the County of Essex, hereinafter referred to as the "Borough", and the **ROSELAND NJ FOP Labor Council**, 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;

WHEREAS, 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:

Probationary Patrol Officer

Patrol Officer

Detective

Juvenile Aid Officer

Excluded from the negotiating unit shall be all Superior Officers including the ranks of Sergeant, Detective Sergeant, Lieutenant Captain and the Chief of Police.

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 included in the negotiating unit.

Section C

Unless otherwise indicated herein, 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 defined above, and references to the masculine gender shall include the feminine 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 negotiating 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

NON-DISCRIMINATION

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, gender, 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 allow the Officer to view his/her 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 a proper request from the Officer and authorization and approval by 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 with, or at the discretion of counsel, or the grievance will proceed to arbitration. A Departmental Standard Operating Procedure ("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

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 make sure that the new officer will be placed in the Essex County Police Academy or any other PTC approved Academy as soon as it 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 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.

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.

ARTICLE V

SENIORITY RIGHTS

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 the purposes of transfer, lay-off and recall, scheduling of vacations, as set forth in current departmental written SOPs, written directives and written regulations. Such written SOPs, Rules and Regulations are determined by the Department.

Section B – Lay-Off

1. 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 different classification, he shall be permitted to bump the least senior Officer in such different classification.

2. So long as one (1) 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 purposes of this section, “Emergency” shall mean 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 (service upon the officer to be at the last address listed in his/her file), directing such Officer to report back to work within five (5) calendar days after receipt. It is the responsibility of the Officer to provide the Chief with his/her current address.

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) calendar days after receipt of notification of recall.

ARTICLE VI
GRIEVANCE PROCEDURE

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 rights 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 this Agreement.

3. Officers have the right to arbitrate minor discipline, as provided in P.L. 1996, C.115, which defines minor discipline as a suspension or a fine of fewer than five (5) days unless the employee has been suspended or fined an aggregate of fifteen (15) days or received more than three suspensions or fines of five days or less in one calendar year. Arbitration is the sole forum for challenging such minor discipline."

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 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 that 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 of, 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 of Police, or he Chief's designee, will submit a written answer within fifteen (15) days from receipt of the grievance.

2. Step Two

In the event that the grievance has not been resolved through the Step One grievance procedure, then within fifteen (15) days from 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 fifteen (15) 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 of the process shall be pertinent records and copies shall be furnished to the Police Committee.
- b. Witnesses may be heard when applicable
- c. The Police Committee shall submit a written decision o he grievant and the FOP within fifteen (15) calendar days after the conclusion of the discussions of the grievance.

3. Step Three

If the FOP is not satisfied with the disposition of the grievance at Step Two the FOP shall file a notice, within fifteen (15) calendar days of receipt of the decision of the Police Committee 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 PERC.

The decision of the Arbitrator must be rendered within thirty (30) days after the completion of 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 issue(s) submitted. The Arbitrator shall be without the power

or authority to make any decisions, which require 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 major disciplinary actions (suspension of five days or more) taken by the Borough against any officers cannot be appealed through this grievance/arbitration procedure. Such appeals of major 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 Three herein.

ARTICLE VII

HOURS OF WORK AND OVERTIME

Section A – Work Day and Hours

1. The workday shall consist of eight (8) consecutive hours on one (1) day. Such day shall commence at 12:00 a.m. and end at 11:59 p.m.

2. All patrol officers assigned to the patrol division shall work a tour of four (4) consecutive days followed by two (2) days off, of which all such officers shall be required to report for duty fifteen (15) minutes prior to the start of each eight (8) hour tour without any additional compensation. All other officers shall work a regular work week of forty (40) hours consisting of five (5) consecutive days in any week, or at the discretion of the Chief of Police may instead work a tour of four (4) consecutive days followed by two (2) days off and shall be required to report for duty fifteen (15) minutes prior to the start of each eight (8) hour tour without any additional compensation.
3. Meals shall not be longer than forty-five (45) minutes.
4. All officers shall be required to attend no more than forty (40) hours of training time without additional compensation.
5. The fifteen (15) minute pre-shift reporting time noted in paragraph 2 of this Article shall only be applicable to officers working the 4-2 schedule and not to officers working the 5-2 schedule. The fifteen (15) minute pre-tour reporting time is intended for roll-call, shift preparation, and "hand-off" from the prior shift. However, officers will be required to respond, within that fifteen (15) minutes, to specific calls for service or emergencies that occur prior to the start of their tour and/or to relieve an officer who is coming off of a shift who is on a call.
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. Beginning on January 1, 2016, bargaining unit employees working the Patrol Schedule shall be permitted to select their "letter day" in blocks of two (2) months with the condition that the Borough will not incur any additional "built-in" overtime costs associated with, or as a result of, this process. The parties agree that to the extent an officer's selection results in the work schedule of that officer or another officer working more than four (4) days in a row without two (2) days

scheduled off, the Borough has the right to change officers' scheduled shifts so that the work schedules of the officers are consistent with the agreed upon four days on two days off work schedule. Neither the FOP, nor any individual officer will be permitted to challenge or grieve any schedule change made in accordance with this provision.

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 (1½) his regular rate of pay.

2. (a.) Any 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 (1½) his regular hourly rate of pay for all time worked, but not less than the minimum guarantee of three (3) hours of straight time pay, whichever is greater. "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 the 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 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 an officer's regularly scheduled shift is changed within fourteen (14) days (or 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 168 hours in the twenty-eight (28) day work period.

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 that the time off will be requested no less than three (3) days in advance. A request may be submitted and approved within the three (3) 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.

All compensatory time off that has not been taken by December 31st of each year will be paid in the last paycheck of the year in which the comp time is earned.. Employees have the right to accumulate up to sixty (60) 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 five (5) to two (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 five (5) and two (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 Section B and C of this Article shall not apply to officers who voluntarily switch, or who voluntarily remain on shift, to cover for a Superior Officer reporting to work late.

- Beginning on May 1, 2015, each bargaining unit employee shall be permitted to request one (1) mutual switch of one (1) shift per month, which shall not be cumulative, without requiring justification. Any additional request for a mutual switch within the same month will be permitted only if there is an emergent or emergency situation and will be subject to the approval of the Chief or his designee. All mutual switches must take place within the same pay period."

ARTICLE VIII

WAGES

Section A.

1. During 2013, 2014, 2015, 2016 and 2017, 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 five years.

A new salary guide has been agreed-upon for employees hired on or after January 1, 2015. Existing salary guide (from expired contract) will remain for employees hired prior to January 1, 2015, until all officers on that guide reach the Patrol Officer First Grade salary. Patrol Officer First Grade salary will be the same for all employees regardless of date of hire.
2. The parties agree to commence negotiations for the 2018 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

That for and during the years 2013, 2014, 2015, 2016 and 2017 the salaries of the various paid officers and employees of the Borough of Roseland Police Department shall be at the following rates:

1. Effective January 1, 2013 the annual wages for all Patrol Officer First Grade shall remain at \$95,436.
2. Effective and retroactive to January 1, 2014, the annual wages for Patrol Officer First Grade shall be \$96,629.00.
3. Effective and retroactive to January 1, 2015, the annual wages for Patrol Officer First Grade shall be \$98,562.00
4. Effective January 1, 2016, the annual wages for Patrol Officer First Grade shall be \$102,0800
5. Effective January 1, 2017, the annual wages for Patrol Officer First Grade shall be \$104,632.00.
6. Detective bureau assignments shall be commenced and/or terminated at the Chief's sole discretion. Detective pay shall commence only after ninety (90) calendar days have been completed in such assignment, during any period in which the employee serves in the 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 \$2050 per year for each officer assigned as above.

Salary Guides for Officers Hired After January 1, 2015

2016

8th Grade (Academy/Probationary)	\$42,000
7th Grade (one year)	\$50,000
6th Grade	\$58,000
5th Grade	\$66,000
4th Grade	\$74,000
3rd Grade	\$82,000
2nd Grade	\$90,000
1 st Grade	\$102,080

2017

8th Grade (Academy/Probationary)	\$42,000
7th Grade (one year)	\$50,000
6th Grade	\$58,000
5th Grade	\$66,000
4th Grade	\$74,000
3rd Grade	\$82,000
2nd Grade	\$90,000
1 st Grade	\$104,632

Salary Guide for Officers hired prior to January 1, 2015

	2013	2014	2015	2016	2017
5th Grade	\$41,038	\$41,038	\$41,038	\$41,038	\$41,038
4th Grade	\$54,855	\$54,855	\$54,855	\$54,855	\$54,855
3rd Grade	\$72,011	\$72,011	\$72,011	\$73,119	\$73,119
2nd Grade	\$78,859	\$78,859	\$78,859	\$80,072	\$80,072
1 st Grade	\$95,436	\$96,629	\$98,562	\$102,080	\$104,632

Section II:

In calendar years 2007 or 2008 the Borough, at its discretion, shall have the option to increase the established starting salary.

Section III – 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 \$2,000.00 shall be applicable to employees on the payroll as of January 1, 2003, who have the certification and to all current and future employees who obtain the certification while working for the Borough. There shall only be one initial EMT certification Stipend of \$2,000.00 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 \$2,000.00, but instead shall be paid the \$1,500.00 annual stipend. Payment of the initial \$2,000.00 EMT Stipend shall be made with base salary over a twelve (12) month period beginning in 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 \$1,500.00 EMT 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 the 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 IV

The foregoing salaries and other compensations, unless otherwise indicated, shall be paid bi-weekly

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 officers shall be entitled to One hundred and twelve (112) hours paid holiday time during each calendar year. Effective January 1, 2016 Holiday time shall be reduced to eighty (80) hours and all language in this section referencing 112 hours will be adjusted accordingly.

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 and twelve (112) (eighty (80) as of January 1, 2016) 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. Officers hired by the Borough prior to January 1, 2015 who have completed continuous employment set forth in the table below, shall accrue and receive paid vacations as follows:

<u>SERVICE</u>	<u>WORK DAY 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

Officers hired by the Borough on or after January 1, 2015 who have completed continuous employment set forth in the table below, shall accrue and receive paid vacation time as follows:

6 months - 1 year:	42 hours
1 - 5 years	84 hours
6 - 10 years	108 hours
11 - 20 years	132 hours
21+ years	168 hours

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 XII

LEAVES

Section A – Sick Leave

1. Non-Occupational Illness or Injury

Effective January 1, 2001 each officer shall be granted one hundred twenty-eight (128) working days sick leave with pay each year. Effective January 1, 2015, each officer shall be granted 96 working hours of sick leave with pay each year. An officer is required to produce a physician's certification after three (3) consecutive days of sick leave. The Borough shall retain the right to require a medical note at any time when there is a suspicion that sick leave is being abused."

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, Officers 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 Officer is then earning, or cash out accrued time up to \$25,000, subject to any statutory limit.. Officers hired on or after January 1, 2007 may use a maximum of thirty (30) days accrued sick leave as retirement leave, or cash out accrued time up to \$25,000, subject to any statutory limit.

All sick leaves shall be administered in compliance with the federal Family Medical Leave Act (FMLA) and the State Family Leave Act (FLA).

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 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 – Bereavement Leave

In the event of the death of an officer’s spouse or child, the officer shall be entitled to five (5) working days off for bereavement.

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) 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 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) working day off for bereavement.

Section C – Military Leave

1. Military leaves will be provided in accordance with Federal and State statutes and regulations 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 departmentally recognized community affairs, 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 – 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.

1. 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 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 FOP business, such 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.

ARTICLE XIV

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 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.

- Effective January 1, 2015, any officers who retire during a calendar year shall be entitled to a pro rata portion of the uniform allowance based on the number of months actually worked."

Section C.

In the event an 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 ("SHBP").
2. False arrest insurance.
3. Group Life Insurance Policy in the amount of Fifteen Thousand and xx/100 (\$15,000.00) Dollars, covering accidental death and dismemberment.
4. Dental – Delta Dental Plan. The Delta Dental Plan currently in effect.

Employees and retirees who are eligible for and receive insurance benefits shall contribute to the cost of health insurance plans in accordance with the requirements of Chapter 78, P.L. 2011.

Officers who retired prior to the execution of this agreement shall not be required to contribute unless otherwise provided by law.

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. 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

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 thereof. 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 timeframe discussions with regard to the change shall take place.

ARTICLE XVI

COLLEGE INCENTIVES

Section A – College Credits Bonus

Each 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 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 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."

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 an 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 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 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.

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 or 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 in 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 an 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 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. 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. 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 D.

Effective January 1, 2001 Senior Patrol Officers shall be eligible to be paid at the Sergeant's starting probationary salary after eight (8) consecutive days or thirty (30) cumulative days of absence of the Sergeant. This shall not apply if there is a ranking officer on duty.

Section E.

The Borough will provide an officer who is on a training assignment with reimbursement of up to \$7.00 per day for meals based upon presentation of receipt which shall be submitted with the request for reimbursement.

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 telephone, cellular phones, pagers, 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.
6. Effective January 1, 2016, officers working side jobs shall be entitled to an hourly rate of \$60.

ARTICLE XXII

DURATION

Section A

This Agreement shall be effective January 1, 2013, and shall continue in full force and effect through December 31, 2017.

Section B

Except as provided by Article VIII, Section A4, negotiations for a successor Agreement shall commence not later than the time provided by the then applicable rules of the 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 negotiations of a new Agreement.

WHEREAS, the parties have executed this Agreement this 29 day of December
_____ 2015.

ATTEST

Maureen Chumacas
Maureen Chumacas,
Borough Administrator

[Signature]
BOROUGH OF ROSELAND
John Duthie, Mayor

ATTEST:

ROSELAND PATROLMAN'S
FRATERNAL ORDER OF POLICE,
LODGE 184

[Signature]
President

STUJAFK001001 Borough FOP Matters Negotiations SOPACBA between the Borough of Roseland and FCP Lodge 184 Signer Officers wk 01012013 to 12312016.docx

Danny D Schick Sr
SRM Field RRP
NJ F.O.P. Labor Council