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ROSELAND POLICEMENS BENEVOLENT ASSOCIATION

CONTRACT AGREEMENT

Between

THE BOROUGH OF ROSELAND

and

THE ROSELAND P B A - LOCAL # 293

JANUARY 01, 1996 THROUGH DECEMBER 31, 1998

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PREAMBLE

This Agreement made and entered into at Roseland, New Jersey, this day of _____ 1996, 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 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

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 exclusive bargaining representative for the employees in the negotiating units.

Section C.

Unless otherwise indicated, the term "Employee" of "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 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: N.J.S.A. 34: 13A-5.3 provides for binding arbitration.

ARTICLE II

NO DISCRIMINATION

Section A.

The opportunity to provide and obtain employment as a police officer with the Borough without discrimination is hereby recognized by both the governing body and the Roseland PBA Local # 293.

ARTICLE III

VISITATION FOR PURPOSES OF INSPECTION OF PERSONNEL FILE

Section A.

The Officer whose file is to be reviewed, along with a PBA bargaining representative and/or attorney for the PBA, with prior written authorization of this Officer, may enter the Police Department during the hours of 8:00a.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 PBA 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 PBA bargaining representative and/or PBA 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 advise, 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

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 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 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. 40 A: 14 - 155.

Section D.

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

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, 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

and

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 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 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 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 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

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 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 five (5) days of receipt of the determination of the Chief or his 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 association representative for the purpose of discussing the grievance within five (5) 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 Association within five (5) working 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 PBA representative within eight (8) working days after the conclusion of discussions of the grievance.

4. Step Four

If the PBA is not satisfied with the disposition of the grievance at Step Three, 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. 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 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 Four herein.

ARTICLE VII

HOURS OF WORK AND OVERTIME

Section A. - Work Day and Hours

1. The work day shall consist of eight (8) consecutive hours in one (1) day. Such day shall commence at 12:00 a.m. and end at 11:59 p.m.
2. All sergeants and 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 in 1996, 1997, and 1998 without additional compensation.

5. The fifteen (15) minute pre-shift reporting time period noted in paragraph 2 of this Article shall only be applicable to officers working the four and two (4-2) schedule and not to officers working the five and two (5-2) 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. The Chief of Police, in his sole discretion, retains the right to temporarily or permanently change or revise , in any manner, the work day, hours or days of work, tour or shift schedule as the Chief deems necessary to insure public safety and the effective management of the Department. Except in emergency, the Chief will advise the PBA in advance of any such change or revision and provide the PBA with a reasonable opportunity to submit its comments.

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 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 (1-1/2) his regular rate of pay.

2. a) Any officer included in the negotiating unit 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 (1-1/2) his regular hourly rate of pay, with the 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 shift, shall be compensated at double (2 times) his regular 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 (1-1/2) his regular hourly rate for all such hours, with a minimum guarantee of two (2) hours straight time.
- d) Whenever an officer's regularly schedule 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 (1-1/2) for the eight(8) hour tour that he next works, provided that the shift change was due to departmental work requirements.

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.

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.

ARTICLE VIII

WAGES

Section A.

1. During 1996, 1997 and 1998 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 1999 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.

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 fourteen (14) paid holidays during each calendar year.

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

ARTICLE XI

VACATIONS

Section A. - Accrual

1. 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 DAY VACATION</u>
Less than one year but more than six months	5 Days
One to Three years	10 Days
Four to six years	12 Days
Seven to ten years	17 Days
Eleven to fifteen years	20 Days
Sixteen or more years	25 Days

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 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

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 in the Borough 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 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) working days off for bereavement, or more than five (5) working bereavement days off at the discretion of the Chief of Police.

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 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) working day off for bereavement.

Section D. - Military 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, providing 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

1. The Employer shall permit members of the PBA 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 PBA Local President and one (1) elected delegate to attend the one meeting each month of the N.J. State Policemen's Benevolent Association and the one meeting each month of the Essex County PBA Conference.
3. The Employer shall arrange, whenever reasonably possible, an officer's shift 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.

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 PBA 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 officer the following personal time off:

In 1996	16 hours
In 1997	16 hours
In 1998	16 hours

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 nine hundred fifty (\$950.00) dollars in 1996; nine hundred fifty (\$950.00) dollars in 1997; and nine hundred fifty (\$950.00) dollars in 1998 and shall be paid no later than the second pay period in each year.

Section C.

In the event an officer's uniform or equipment 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 officers and their dependents the following insurance protection at no additional 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 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 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.

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 Costs 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 \$600.00 per year
(Criminal Justice and/or
Police Science or functional
Equivalent)

2. Bachelor's Degree \$950.00 per year
(Criminal Justice and/or
Police science or Functional
Equivalent)

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. Principles, 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.

Section D - Exceptions to Degree Requirements for Yearly Stipend

Notwithstanding the degree requirements specified in Section C, the officers named below shall receive the following college degree yearly stipends retroactive to 1990:

Bittman	Bachelor's Degree	\$950.00
DeVincenzo	Bachelor's Degree	\$950.00
Kitchin	Bachelor's Degree	\$950.00
Gates	Bachelor's Degree	\$950.00

Notwithstanding the degree requirements specified in Section C, the officers named below shall receive the following college degree yearly stipends as of 1994:

Masiello	Bachelor's Degree	\$950.00
Tortoriello	AA/Bachelor's Degree	\$950.00

All other officers currently employed by the Borough and all subsequently hired 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 PBA, its members, and all those covered by this Agreement agree that during the term on 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 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 XX

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 XXI

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 (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 PBA dues from each officers payroll check. The method of deduction and method of payment to the PBA will be mutually agreed upon by both parties prior to the start of said payroll deductions.

ARTICLE XXII

DURATION

Section A.

This Agreement shall be effective January 1, 1996 and shall continue in full force and effect through December 31, 1998.

Section B.

Except as provided by Article VIII, Section A 4, 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.

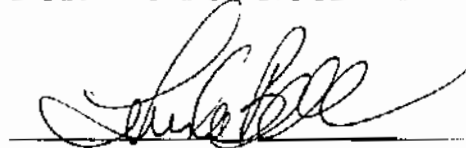
This Agreement shall continue in effect during negotiations even though such negotiations extend beyond the expiration date or such reasonable length of time thereafter as may be required for the negotiation of a new agreement.

WHEREAS, the parties have executed this Agreement this 5th day of March, 1996.

ATTEST

BOROUGH OF ROSELAND

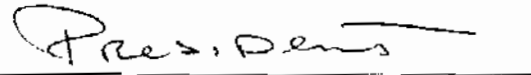

THOMAS KACZYNSKI, BOROUGH CLERK


LOUIS DE BELL, MAYOR

ATTEST

ROSELAND PBA, LOCAL #293


CHRISTOPHER RANEY, PRESIDENT



SCHEDULE A

Section I: Salaries

That for and during the years 1996, 1997 and 1998, 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, 1996, the annual wages for all Patrol Officer First Grade shall be \$50,989.73.
2. Effective January 1, 1997, the annual wages for Patrol Officer First Grade shall be \$53,539.22.
3. Effective January 1, 1998, the annual wages for Patrol Officer First Grade shall be \$56,216.18.
4. The wage differential between ranks for 1996, 1997 and 1998 shall be based upon the First Grade Patrolman wages as follows:

	<u>FIRST GRADE PLUS</u>		
<u>Positions</u>	<u>1/1/96</u>	<u>1/1/97</u>	<u>1/1/98</u>
<u>CAPTAIN</u>			
During probationary period "A"	\$11,222.25	\$11,783.36	\$12,372.53
During probationary period "B"	\$12,174.25	\$12,782.96	\$13,422.11
Thereafter	\$13,507.67	\$14,183.05	\$14,892.20
<u>LIEUTENANT</u>			
During probationary period "A"	\$7,715.24	\$8,101.00	\$8,506.05
During probationary period "B"	\$8,799.95	\$9,239.95	\$9,701.95
Thereafter	\$10,103.06	\$10,608.21	\$11,138.62
<u>SERGEANT</u>			
During probationary period "A"	\$2,512.18	\$2,637.79	\$2,769.68
During probationary period "B"	\$3,544.64	\$3,721.87	\$3,907.96
Thereafter	\$4,580.24	\$4,809.25	\$5,049.71
<u>DETECTIVE</u>			
	\$1,343.87	\$1,411.05	\$1,481.61

For all patrolmen hired before July 1, 1994, the following step salary guide schedule shall be in effect:

<u>PATROLMAN</u>	<u>% Wage of First Grade Patrolman</u>		
During probationary period "A" (six months)*	60%	60%	60%
During probationary period "B" (six months)*	65%	65%	65%
Third Grade (one year)	91%	91%	91%
Second Grade (one year)	95%	95%	95%

For all patrolmen hired on or after July 1, 1994, the following step salary guide schedule shall be in effect:

<u>PATROLMAN</u>	<u>% Wage of First Grade Patrolman</u>		
During probationary period "A" (one year)*	60%	60%	60%
During probationary period "B" (one year)*	65%	65%	65%
Third Grade (one year)	91%	91%	91%
Second Grade (one year)	95%	95%	95%

*These "probationary periods" are for purposes of the salary guide only and consequently have no effect on the six-month probationary period for the purpose of evaluating the work performance of new employees, as provided by Article IV.

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 PBA, 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 semimonthly.

