

AGREEMENT
BETWEEN
THE BOROUGH OF BOGOTA

AND
THE BOGOTA POLICE LODGE 161, NJSFOP LABOR COUNCIL
(BOGOTA UNIT)

JANUARY 1, 2001 THROUGH DECEMBER 31, 2003

CORRIGAN

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ARTICLE I - PREAMBLE

A. This Agreement, made this ____ day of _____ 2001, by and between the BOROUGH OF BOGOTA, a body politic and corporate of the State of New Jersey, hereinafter referred to as the "Employer", and THE BOGOTA POLICE LODGE 161, NJSFOP LABOR COUNCIL only, hereinafter referred to as the "Union".

B. Whereas, the Employer and the Union recognize that it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to the end that continuous and efficient service will be rendered to and by both parties.

Now **THEREFORE**, it is agreed as follows:

ARTICLE II - EMPLOYEES' BASIC RIGHTS

A. Pursuant to Chapter 303, Public Laws 1968, the Employer hereby agrees that every Employee shall have the right freely to organize, join and support the Union and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the Laws of the State of New Jersey, the Employer undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any Employee in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or other laws of New Jersey or the Constitution of New Jersey and of the United States.

B. The Employer further agrees that it shall not discriminate against any Employee with respect to hours, wages or any terms or conditions of employment by reason of his membership into the Union and its affiliates, his participation in any activities of the Union and its affiliates, collective negotiations with the Employer, or his institution of any grievance, complaint or proceeding under

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this agreement or otherwise with respect to any terms or conditions of employment as prescribed by the Statutes of the State of New Jersey.

ARTICLE III - EXCLUSIVITY OF UNION REPRESENTATION

A. The Employer agrees that it will not enter into any contract or memorandum of agreement with any one but the recognized Union (Bogota Police Lodge 161, NJSFOP Labor Council) only with regard to the categories of personnel covered by the said Memorandum of Agreement during the term of this Agreement.

ARTICLE IV - DUES CHECK-OFF AND FAIR REPRESENTATION FEE

A. Upon presentation to the Employer of a dues check-off card signed by individual Employees, the Employer will deduct from such Employees' periodic salaries the amount set forth on said dues check-off authorization card.

B. Thereafter, the Employer will, as soon as practicable forward a check in the amount of all dues withheld for this purpose to the Union representative entitled to receive same.

C. The said Union representative shall be appointed by resolution of the Union and certified to the Employer by the Union.

D. 1. Effective January 1, 1994, any permanent employee in the bargaining unit on the effective date of this agreement who does not join the Union within thirty (30) days thereafter, any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a

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representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the union and the employer.

2. The Union agrees that it will indemnify and save harmless the Town against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the Town at the request of the Union under this Article.

ARTICLE V — EXISTING LAW

A. The provisions of this Agreement shall be subject to and subordinate to, and shall not annul or modify existing applicable provisions of State or Federal Laws.

B. The Rules and Regulations of the Department, including those relating to Discipline, are incorporated herein by reference subject to applicable governing law. Appeals of Minor Disciplinary Action(s) shall be subject to the binding arbitration provisions of the Grievance Procedure. In the event a provision of the Agreement conflicts with a provision(s) of the Rules & Regulations, the terms of the Agreement shall govern.

ARTICLE VI - UNION RECOGNITION

A. The Employer recognizes Bogota Police Lodge 161, NJSFOP Labor Council (Bogota Unit) only as the exclusive bargaining representative for the purpose of collective negotiations, with

respect to all negotiable items or employment or all employees employed by the Employer's Police Department except those Employees specifically excluded herein (Chief and Captain excluded) .

B. No Employee shall be compelled to join the Union but shall have the option to voluntarily join said Union.

C. The term "Police officer" or "Employee" as used herein shall be defined to include the plural as well as the singular, and to include females as well as males.

ARTICLE VII - UNION REPRESENTATIVES

A. The employer recognizes the right of the Union to designate representatives within the Department and alternates for the enforcement of this Agreement, provided they are members of the Bogota Police Department or their attorneys .

E. The Union shall furnish the employer in writing with the names of the representatives and alternates and notify the Employer of any changes.

C. The authority of the representatives and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

(1) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.

(2) The transmission of such messages and information which shall originate with and are authorized by the Union or its officers.

D. The designated Union representative shall be granted time with pay during working hours to investigate and seek to settle formal grievances and to attend all meetings and conferences on collective negotiations with Employer officials.

ARTICLE VIII - RIGHTS OF EMPLOYEES

A. Members of the force hold a unique status as public officers in the nature of their office and employment involves the exercise of a portion of the police power of the municipality.

B. The security of the community depends to a great extent on the manner in which police officers perform their duty, and their employment is thus in the nature of a public trust.

C. The wide ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public.

D. Out of these contacts may come questions concerning the actions of the members of the force.

E. These questions may require investigation by superior officers designated by the Chief of Police and the governing body.

F. In an effort to insure that these investigations are conducted in a manner which is conducive of good order and discipline the following rules are hereby adopted:

(1) The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise, in which event reassignment of the member of the force should be employed. If any time is lost, the member of the force shall be compensated.

(2) The interrogations shall take place at a location designated by the Chief of Police. Usually it will be at Police Headquarters or the location where the incident allegedly occurred.

(3) The member of the force shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member

of the force is being interrogated as a witness only, he should be so informed at the initial contact.

(4) The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.

(5) The member of the force shall not be subject to any offensive language, nor shall he be threatened with any transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

(6) The complete interrogation of the member of the force shall be recorded mechanically or by a department stenographer. There will be no "Off-the-record" questions. All recesses called during the questioning shall be recorded.

(7) If a member of the force is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

(8) In all cases, and at every stage of the proceedings, in the interest of maintaining the usual high morale of the force, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel and/or his Union representative before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force.

ARTICLE IX - DATA FOR FUTURE BARGAINING

A. The Employer agrees to make available to the Union all relevant data the Union may require to bargain collectively.

B. The relevant data noted above shall include but shall not be limited to such items as salaries and benefits enjoyed by other employee groups, the cost of various insurance and other programs, information concerning overtime worked by Employees, the total number of sick leave days utilized by Employees, the total number of Injuries on duty, the total length of time lost as a result of injuries on duty and other data of a similar nature.

C. The Borough shall incur no additional expense by virtue of this Article. This Article shall not apply to any attorney-client work product.

ARTICLE X - SALARIES

A. The base annual salaries of all Employees covered by this Agreement shall be as set forth in Schedules A-1 and A-2 attached.

B. The base annual salary for the period covered by this Agreement shall, along with all other economic items, be deemed effective on the date specified in Schedules A-1 and A-2 unless otherwise specified and any monies due Employees by virtue of this clause shall be paid as soon after the execution of this Agreement as practicable.

C. The present method of computing step increases on the employee's anniversary date as specified above with the Borough shall continue.

ARTICLE XI - WORK DAY WORK WEEK AND OVERTIME

A. The normal work day tour shall be eight (8) hours, which shall include within the eight (8) hour span, thirty (30) minutes of meal time per day.

B. The currently effective work schedule of one week of five (5) working days of 8:00

10 hrs / 12 hrs?

JF 7

A.M. to 4:00 P.M., to be followed by two days off, one week of five (5) working days of 12:00 A.M. to 8:00 A.M. to be followed by three (3) days off, and one week of five (5) working days of 4:00 P.M. to 12:00 A.M. to be followed by two days off shall be maintained.

C. The normal work day shall be based upon the utilization of a three squad system which shall function of eight (8) hours for each squad during a twenty-four (24) hour day.

D. Work in excess of the Employee's basic work week or tour for a day is overtime.

E. Overtime shall be paid by the following rules: It shall be paid as overtime compensation (time and one-half) or, at the employee's sole option, shall be compensated as compensatory time off (Time and one-half rate). In the event that an employee elects to receive compensatory time off then said compensatory time shall accumulate in a compensatory time off (CTO) bank. At no time shall the CTO bank exceed forty (40) hours. ^{FLSA 480 hrs} Employees will not be permitted to take more than two (2) compensatory days off in any seven consecutive calendar day period. Requests for utilization of compensatory time shall be subject to approval by the Chief of Police or the Chief's designee.

ARTICLE XII - HOURLY RATE

A. To compute the base hourly rate of an Employee for overtime or other purposes, the Employee's yearly base salary shall be divided by 2080 hours.

B. Longevity shall be included in base salary for purposes of calculating hourly rate.

ARTICLE XIII - COURT TIME

A. Court time, as referred to in this Article shall consist of all time, excluding regular tours of duty, during which any Employee covered under this Agreement shall be required to attend

a Municipal Court, County Court, Superior Court, Grand Jury proceeding, or other Courts or Administrative Bodies.

B. All such required court time shall be considered as overtime and shall be compensated at time and one-half.

C. When an employee covered under this agreement shall be required to travel to and from any of the Courts or Administrative Bodies as noted in this Article, such travel time shall be considered and included in the computation of the amount of overtime to which the employee is entitled, provided, however, that such travel time shall be computed between the Employer's police headquarters and the pertinent Court or administrative Body.

D. The amount of overtime to which an Employee may be entitled under this Article shall be the actual time required including waiting time in the Court of Administrative Body, together with any applicable travel time, provided however, that the Employee's entitlement to overtime under this Article shall not be less than one point five (1.5) ^{4 hrs} hours of overtime pay provided 72 hours notice is given the employee. In the absence of such notice, the minimum guarantee shall be three (3) hours of overtime pay. Posting of the Court Calendar shall constitute notice for purposes of this Article ^{4 hrs} except where the employee is on approved leave time at the time of posting.

ARTICLE XIV - TRAINING PAY

The Employer agrees to compensate all Employees covered by this Agreement at the time and one-half rate for attending required training courses on their own time. (straight time)

ARTICLE XV - STANDBY TIME

A. Standby time shall be considered as time worked if the Employer requires the Employee to remain in a fixed location.

B. The same rule shall apply when an Employee receives a subpoena referred to as an "on-call subpoena".

ARTICLES XVI - RECALL

A. Any Employee who is called back to work after having completed his regularly scheduled shift shall be compensated at time and one-half ($\frac{1}{2}$) the straight time hourly rate of pay with a minimum guarantee of four (4) hours work or pay in lieu thereof.

B. Upon request of the Police Department, employees may volunteer to participate in the Memorial Day parade on his/her off duty time. Compensation shall be provided to such participants on a straight time pay basis for only those hours actually worked. *NO straight time pay for participation in Parade*

ARTICLE XVII - PRIORITY FOR OVERTIME

A. Overtime for regularly scheduled shifts and details will be offered to regular full time Employees of the Department first, in an order of preference based upon a rotating seniority roster within rank.

B. There may be certain situations in which the Department, because of special skills or other attributes of particular officer(s) determined that it is in the best interests of the Employer to bypass an Employee or Employees on the seniority list.

C. While this Agreement contemplates the possibilities noted in Section B above it is agreed and understood that such bypassed Employee or Employees must become next on the list for the purposes of the overtime roster.

D. The purpose of this section is to equalize overtime among Employees and same shall not be defeated by the Employer's selection of special persons for special details as set forth herein.

E. Such overtime will be offered to persons other than full time Employees only if it has first been refused by each member of the seniority roster aforementioned.

ARTICLE XVIII - SHIFT CHANGES

The employer agrees that it will not unreasonably adjust shifts so as to avoid overtime payment to Employees covered by this Agreement and shift changes shall not occur without giving affected Employees seventy-two (72) hours notice.

The Employer may only implement up to five changes in the shifts of employees covered by this agreement per year without any additional compensation (the time and one-half rate) for prolonged absence due to illness or injury (certified by a physician to exceed 30 days) or unexpected retirement, resignation or death (less than 30 days notice). Said shift changes are permitted within the first 90 days following the events specified herein.

No changes will be allowed forcing any officer to work more than 5 days in a row or 8 hours in any day. The 72 hours notification will be strictly adhered to and, if for any reason, any officer finds any change in his schedule to conflict with his social or personal life, in any way, he may be allowed to confer directly with the Scheduling Officer.

No officer should be made to be changed more than most other officers, taking into account the rank and seniority of that officer. If any question should arise, this officer may confer directly with either the Scheduling Officer or the Commanding Officer.

ARTICLE XIX - LONGEVITY

No Longevity For new hires, members retiring will get 1% of
A. The said payments for longevity shall be paid on a regular periodic paycheck basis
Final year salary of 1st year of retirement.

to the Employees entitled to same.

B. Longevity shall be paid at the rate of one (1%) percent for each three (3) years of completed service up to a maximum of eight (8%) percent. For all employees hired on or after December 8, 1999, longevity payments shall commence after completion of six (6) years of service at a rate of two (2%) percent and thereafter at the rate of one (1%) additional percent for each three (3) years of completed service up to a maximum of eight (9%) percent.

C. Longevity payments shall continue to be made as part of the Employee's regular pay.

ARTICLE XX - UNIFORMS

A. Each new employee shall receive from the Employer, free of charge in lieu of a clothing allowance, a complete uniform. *put into salary (pension) \$2500 per contract year*

B. Thereafter, the Employer will pay each Employee, during the term of this Agreement on an annual basis, a clothing allowance of Eight Hundred and twenty-five (\$825.00) Dollars in 2001, Eight Hundred and fifty (\$850.00) Dollars in 2002 and Eight Hundred and seventy-five (\$875.00) Dollars in 2003, which shall be payable the third pay date in November.

C. *(This payment shall be made to plainclothes as well as uniformed Employees, if should there be a uniform change no allowance will be paid.)*
D. If the Employer decides to change the uniform or any part thereof, it shall provide

each Employee, free of charge, any such changed items.

E. Utilization of Section D above shall not diminish the clothing allowance set forth in this Agreement.

F. An Employee's uniform or personal equipment which are required by him in his capacity as a Police Officer, which may be damaged as a result of a single episode during the course

of his employment shall be replaced at the expense of the employer, except where such damage is caused by the negligence of the Employee with the approval of the Chief of Police and Police Commissioner. This Article shall not be applied during a Police Officer's initial calendar year of appointment. Any such payments made under this Section shall be in addition to the Employee's annual clothing allowance otherwise referred to in this Agreement and shall be made to the Employee within thirty (30) days of reporting of same.

G. The Employer shall provide each employee covered by this Agreement a bullet-proof vest. Based upon the manufacturer's specifications, said vest shall be replaced at no cost to the employee. In the event an employee shall upgrade his/her vest, the employee shall be responsible for the additional cost of same over the cost of the prescribed police department vest.

(except no replacement for a buse or damage not related to duty)

ARTICLE XXI - UNION REPRESENTATIVES

A. The employer agrees to grant the necessary ²time off without loss of pay to one member of the Union or his alternate selected by the members of the Union as delegate to attend any State or National Convention of the NJSFOP Labor Council. Further, the employer agrees to grant the necessary time off without loss of pay to the Union representative duly designated as the State delegate to attend the monthly State Union meeting.

ARTICLE XXII - VACATIONS

A. The vacation allowance is as follows:

Years of Service

Leave Time

0-1 years

5 working days per calendar year

2-5 years	10
6-12 years 6-14	15
13-19 years 15-19	20
20+ years	25

effective 1/1/04
6-14 yrs 15 days
15-19 yrs 20 days

B. When in any calendar year, the vacation or any part thereof is not granted by reason of pressure of police activity, such vacation periods not granted shall accumulate and shall be granted during the next succeeding year at the approval of the Chief or Police Commissioner.

C. If an Employee is on vacation and becomes sufficiently ill so as to require hospitalization four days or more, he may have such period of illness and post hospital recuperation period charged against sick leave at his option upon proof of hospitalization and a physician's certificate.

D. No Employee who is on vacation shall be recalled except in a case of the full mobilization of the Department by the Chief of Police to meet a clear and present danger confronting the Employer.

E. Two employees shall be permitted vacation leave within the same time period provided not more than one officer per tour shall be on vacation leave at any one time.

F. The summer vacation period is defined as June 15 through September 15 of the calendar year. Each employee shall be entitled to ten (10) consecutive work days vacation leave within the summer period. For leave in excess of ten (10) consecutive workdays within the summer period, approval by the Chief of Police is required.

G. Vacations shall be selected on a rotating seniority basis which shall be established

by the Department as presently established. Vacations to be selected and posted within the schedule by February first of each calendar year.

ARTICLE XXIII - PERSONAL LEAVE

A. Each Employee shall have two (2) personal leave days per year. For purposes of this clause, an Employee shall not be required to advise his superior of the reason for the use of personal leave days. Effective January 1, 1994, upon completion of three (3) years of completed service, an employee shall be entitled to three (3) personal leave days per year.

B. Employees must give the Chief of Police seventy-two (72) hours notice of their intention to take a personal leave day(s) and must receive approval from the Chief to insure that the Employer has adequate personnel on hand to perform all necessary functions.

ARTICLE XXIV - HOLIDAYS

*put into
salary
(pension)*

A. All Employees covered by this Agreement shall be entitled to and will receive thirteen (13) holidays to be paid each member of the bargaining unit, and which payment shall be 5 days pay and 8 days off, to be provided in the first pay period in November. At least 4 days off shall be selected at the same time vacations are selected, and in the same manner, subsequent to selection of vacation by each member. The remaining 4 days off shall be apportioned: 2 days in first half of year, 2 days in second half of year which selection shall be done with at least 72 hours notice with the approval of the Chief of Police. In the event the officer is prohibited from utilizing these compensatory days prior to December 31st due to the needs of the department, such unused days

shall accumulate to the following year, to be used after the agreed upon compensatory days in that year. If not used in the following year due to requirements of the Department, each unused day shall be paid in cash at the time and one-half rate. Payment for such days shall be within 30 days subsequent to the approval of the succeeding year's municipal budget by the State.

B. Upon separation from service, each member of the bargaining unit or his/her estate shall be entitled to the number of days at the then existing rate of pay, which sum shall be payable in the lump payment as stipulated on Exhibit A, annexed hereto. This payment shall not apply to individuals who are discharged for good and just cause subsequent to the date of this Agreement. This section shall be binding upon the parties, their successors and assigns.

ARTICLE XXV - SICK LEAVE

A. All current full time members of the Police Department shall have unlimited sick leave.

B. Any Member of the Police Department hired after December 8, 1999, shall have the following sick leave benefits:

1 st year	15 working days
2 nd year	30 working days
3 rd year to	45 working days

C. Said sick leave shall be non-cumulative, and thereafter upon completion of five (5) full years of service, the sick leave shall be unlimited. The Employer shall have the right to have an employee who shall be on sick leave to be examined from time to time by a licensed medical doctor, who shall report the findings of said examination to the Employer. The cost or charge for the

examination shall be paid by the Employer.

D. To qualify for payment while absent on sick leave each Employee who will be absent from duty on sick leave shall so notify the Chief of Police or the officer in charge at least one hour before the commencement of his scheduled tour of duty. Said notice shall state the nature of the cause of the absence from duty. An Employee who is absent without notification shall be charged with an unpaid day for each day absent and will be subject to appropriate disciplinary action.

ARTICLE XXVI - WORK INCURRED INJURY

A. Where an Employee covered under this Agreement suffers a work-connected injury or disability, the Employer shall continue such Employee at full pay, during the continuance of such Employee's inability to work. During this period of time, all temporary disability benefits accruing under the provisions of the Worker's Compensation Act shall be paid over to the Employer.

B. The Employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and, the Employer, may reasonably require the said Employee to present such certificates from time to time.

C. In the event the Employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Employer or by its insurance carrier, then and in that event, the burden shall be upon the Employee to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation. The final decision of the last reviewing court shall be binding upon the parties.

D. For the purpose of this Article, injury or illness incurred while the Employee is acting in any Employer authorized activity, shall be considered in the line of duty.

E. In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of an appropriate Workers' Compensation judgment, or, if there is an appeal therefrom, the final decision of the last reviewing court.

F. An injury on duty requiring time off for treatment, recuperation or rehabilitations shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

ARTICLE XXVII - BEREAVEMENT LEAVE

A. All permanent full time Employees covered by this Agreement shall be entitled to three days leave with pay upon the death of a member of his immediate family.

B. Immediate family shall include the employee's spouse, the children, parents, brothers, sisters, grandparents of employee or spouse; and such other relatives as may be approved by the Chief of Police or Police Commissioner.

C. Such funeral leave shall not be charged against the Employee's vacation or sick leave.

D. Any extension of absence under this Article, however, may be at the Employee's option and with the consent of the Department Head, be charged against available vacation time or be taken without pay for a reasonable period.

E. In the case of unusual circumstance not specifically covered in this Article, funeral leave may be granted or extended at the discretion of the Chief of Police.

ARTICLE XXVIII - LEAVE OF ABSENCE

A. All permanent full time Employees covered by this Agreement may be granted a leave of absence without pay for a period not to exceed 120 working days.

B. The Employee shall submit in writing all facts bearing on the request of the Chief of Police or his designated representative who shall append his recommendation and forward the request to the governing body. The governing body shall consider each case on its merits and without establishing a precedent. The Employer will not unreasonably deny an Employee's request for a leave of absence.

C. This leave is subject to renewal for reasons of personal illness, disability or the reasons deemed proper and approved by the Employer. Normally, it shall be granted only when the Employee has used his accumulated sick and vacation leave in the case of illness or his vacation leave if leave without pay is requested for reasons other than illness.

D. At the expiration of such leave, the Employee shall be returned to the position from which he is on leave.

E. Seniority shall be retained.

ARTICLE XXIX - MEDICAL AND DENTAL COVERAGE

A. The Employer will provide and pay for Blue Cross, Blue Shield, Major Medical insurance for Employee's covered by this Agreement and their families pursuant to the State Health Benefits Program or its equivalent.

B. The Borough of Bogota shall provide and pay for dental insurance coverage, for employees covered by this agreement and their families. Said dental plan shall be that originally

designated as "Proposed Dental Program for Bogota Township, Program I", provided by New Jersey Dental Service Plan, Inc., and dated August 9, 1983.

C. The Borough of Bogota shall continue to provide a full family drug prescription program for Employees covered by this Agreement. This program shall be provided on a \$2.00 co-payment basis.

D. The Employer will continue to provide, at its own cost and expense, a life insurance policy in the face amount of \$7,500.00 per Employee, with a double indemnity provision.

E. The Employer may change insurance carriers so long as equal or better levels of benefits and coverages are provided. The Medical Coverage may include pre-certification and/or second surgical opinions for elective surgery.

ARTICLE XXX - INSURANCE

A. The Employer will continue to provide existing insurance coverage to Employees covered under this Agreement, protecting them from civil suits arising out of the performance of their duties including but not limited to the following: false arrest, malicious prosecution, libel, slander, defamation of character, violation of the right of privacy, invasion of the right of privileged occupancy and the invasion of civil rights.

B. The Employer will also pay the fees of any Attorney selected by said Employee, bond interest of judgment, which any Employee may be charged or obligated to pay as a result of any civil and/or criminal charges against the Employee by reason of the performance of his duties for the Employer. The Employer may recommend an attorney to any Employee covered by this Agreement.

ARTICLE XXXI - BULLETIN BOARD

A. The Employer will supply one bulletin board for the use of the Union to be placed in a conspicuous location.

B. The bulletin board shall be for the use of the Union for the posting of such notices and bulletins pertaining to Union business and activities or matters dealing with the welfare of Employees.

C. No matter may be posted without receiving permission of the officially designated Union representative.

ARTICLE XXXII - CEREMONIAL ACTIVITIES

A. In the event a Police Officer in another department in the State of New Jersey is killed in the line of duty, the Employer will permit at least two uniformed Police Officers of the Department to participate in funeral services for the said deceased officer.

B. Subject to the availability of same, the Employer will permit a department vehicle to be utilized by the members in the funeral service.

C. Police Officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral services unless otherwise agreed to by the Chief of Police (AND Police Commr)

ARTICLE XXXIII - PERSONNEL FILES

A. A separate personal history file shall be established and maintained for each Employee covered by this Agreement; personal history files are confidential records and shall be

maintained in the office of the Chief of Police.

B. Any member of the Police Department may by appointment review his personnel file but this appointment for review must be made through the Chief of Police or his designated representative.

C. Whenever a written complaint concerning an officer or his actions is to be placed in his personnel file a copy shall be made available to him, and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file.

D. All personal history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom.

ARTICLE XXXIV - MILITARY LEAVE

A. Military leave for Employees training or serving with the National Guard or the Armed Forces of the United States will be granted in accordance with the laws applying to such cases.

ARTICLE XXXV - PENSION

A. The Employer shall provide pension and retirement benefits to Employees covered by this Agreement pursuant to provisions of the statutes and laws of the State of New Jersey.

B. The Employer will pay the appropriate Police Retirement Fund all amounts which the Fund; will accept on account of any payments made to Employees pursuant to this Agreement.

C. It is agreed that in the event that the parties have a dispute as to whether a payment should or should not be made to the appropriate police retirement fund, then, and in that event

resolution of the said dispute shall be made by the appropriate fund and the parties to this Agreement agree to be bound thereby.

ARTICLE XXXVI - GRIEVANCE PROCEDURE

A. To provide for the expeditious and mutually satisfactory settlement of grievance arising with respect to complaints occurring under this Agreement, the following procedures shall be used.

B. For the purpose of this Agreement, the term "grievance", means any complaint, difference or dispute between the Employer and any Employee with respect to the interpretation, application or violation of any of the provisions of this Agreement or any applicable rule or regulation.

The procedure for settlement of grievances shall be as follows:

STEP ONE - In the event that any Employee covered by this Agreement has a grievance, within six (6) calendar days of the occurrence of the event being grieved, the Employee shall discuss it informally with his immediate supervisor. The supervisor shall decide the grievance within four (4) calendar days after the grievance is first presented to him.

STEP TWO - If no satisfactory resolution of the grievance is reached at Step One, then within four (4) calendar days the grievance shall be presented in writing to the Captain in charge of the unit to which the grievant is assigned. The Captain shall render a decision within seven (7) calendar days after the grievance was presented to him.

STEP THREE - If no satisfactory resolution is reached at Step Two, then within four (4) calendar days the grievance shall be presented in writing to the Chief of Police. The Chief shall render a decision within seven (7) calendar days after the grievance was first presented to him. In the absence of the Chief, the grievance shall be presented to the Captain in charge of the department for determination.

STEP FOUR - If the Union wishes to appeal the decision of the Chief of Police (or the Captain in charge if the Chief is absent), it shall be presented in writing to the Employer's governing body or its delegated representative, within seven (7) calendar days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Employer's governing body or its delegated representative may give the Union the opportunity to be heard and will give his decision in writing within ten (10) working days of receipt of the written grievance.

STEP FIVE - If the grievance is not settled through Steps One, Two, Three and Four, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. The costs for the services of the Arbitrator shall be borne equally by the Borough and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

C. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

D. The words "presented to him" and "receipt of" shall mean during the day following and during normal tour hours for the "noticed party." The words "calendar days" shall not include vacation days in any calculation of time.

ARTICLE XXXVII - SAVINGS CLAUSES

It is understood and agreed that if any portion of this Agreement or the application of this Agreement to any person or circumstance shall be invalidated by statute, the remainder of this

Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

If any such provisions are so invalidated by statute, the Employer and the Union will meet for the purpose of negotiating changes made necessary by applicable law.

ARTICLE XXXVIII - OFF-DUTY POLICE ACTION

A. Since all police officers are presumed to be subject to duty twenty-four (24) hours per day, the parties agree to the following:

1. Any action taken by a member of the force on his time off, which would have been taken by an officer on active duty if present or available, shall be considered police action, and the Employee shall have all of the rights and benefits concerning such action as if he were then on active duty.

2. Recognizing that the Employer and its residents benefit from the additional protection afforded them by armed off-duty police officers, and further recognizing the weighty responsibility and hazards confronting such armed off-duty police officers, the Employer agrees to pay such Employees an additional sum to be added to the regular periodic payments the Employees receive in the following amount: One (\$1.00) Dollar per year for off-duty time.

ARTICLE XXXIX - AMENDMENT OF LAW

A. Any provision of this Agreement requiring State legislative action to permit its implementation by amendment of law shall not be effective until the appropriate State bodies have acted.

ARTICLE XL - EXCUSED ABSENCES

A. Excused absences are defined as any authorized absences from scheduled hours of work for which no deductions are made from the Employee's compensation, and which are not attributable to other absences, programs set forth in this Agreement.

B. Excused absences under this Article shall be identified as such and granted under the following circumstances:

1. Time necessary for involuntary participation in governmental proceedings such as draft board examinations, Workers' Compensation Board hearings or appearances in Court.

2. One day vacation of allotted vacation time shall be granted in connection with the wedding of the Employee.

3. One day vacation of allotted vacation time shall be granted when the Employee's wife gives birth.

4. One day vacation of allotted vacation time shall be granted when the Employee who is head of a household moves his family from one permanent residence to another.

5. Illness of spouse when pre-school or disabled child needs care, or illness of minor ((pre-high) school) child when Employee is the only adult in the household responsible for the minor child's care (limited to a total of two (2) days off per calendar year), in which case the Employee may draw from his vacation schedule.

ARTICLE XLI - MILEAGE ALLOWANCE

Whenever an Employee shall be required to use his personal vehicle in any job connected

capacity, he shall be entitled to an allowance of twenty (20¢) cents per mile.

ARTICLE XLII - MATERNITY LEAVE

A. Maternity leaves not to exceed six (6) months without pay shall be granted at the request of a female Employee.

B. Maternity leaves may be extended or renewed for a period not to exceed six (6) months without pay upon the request of a female Employee.

ARTICLE XLIII - SAFETY AND HEALTH

The Employer shall at all times maintain existing working conditions to insure maximum safety for all Employees and shall provide Employees with appropriate equipment and devices toward that end.

ARTICLE XLIV - TELEPHONE, WEAPONS ALLOWANCE

A. Telephone

1. Each employee shall be required to submit his home phone number to the Department and shall be required to report any change of home phone number. *+ cell phone #, pagers also.*

2. The Department shall not release the Employee's home phone number to anyone without an express and written authorization executed by the Employee.

B. Weapons Allowance

1. Recognizing that each employee, for safety purposes, must maintain a clean weapon, the Employer will pay each Employee a Weapon Allowance in the sum of \$100.00.

put into contract (pension)

2. Payments made pursuant to this Article shall be made in one lump sum and paid to the Employee the third pay date in November.

3. Weapons required by the Employer will continue to be repaired and maintained by the Employer at its sole expense.

ARTICLE XLV - YEARLY CALENDAR

A. Except as otherwise modified by this Agreement the present calendar shall remain in full force and effect.

B. The calendar showing the yearly schedule rotations and assignments shall be posted at a conspicuous location and available for review by Employees no later than February 1st of each calendar year.

C. Vacations are selected pursuant to the Agreement shall be fully shown and included upon the posting of the calendar as set forth in this Article.

ARTICLE XLVI - NO WAIVER

A. Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof.

B. This Agreement is not limited and shall not be construed as a waiver of any right or benefit to which the Employees herein are entitled by law.

ARTICLE XLVII - UNIFORM REGULATIONS

A. While the parties agree that a full and complete uniform and the use thereof by the

Employee has an affirmative impact upon an officer's image, it is recognized that the use of the police hat while riding in a patrol vehicle can cause inconvenience and discomfort to the Employee.

B. The parties, therefore, agree that an Employee may remove ; his uniform hat while riding in an official patrol vehicle.

ARTICLE XLVIII - POLICE VEHICLES

A. All police automobiles utilized for regular patrol duties purchased after the execution of this Agreement shall meet the Standard Police Package requisites and shall be maintained as specified on Exhibit B annexed hereto.

ARTICLE XLIX - FACILITIES

A. All police quarters shall have adequate air conditioning heating, hot water, sanitary facilities, and reasonable private locker rooms.

ARTICLE L - RESIDENCY

A. The Employer agrees to abide by the New Jersey Statutes, as may be amended from time to time, on the issue of Police Officer residency. The Employer further agrees that the Borough of Bogota, its agents and Employees, shall not discriminate in any way with regard to promotions or any other personnel procedure based on an Employee's residence.

ARTICLE LI - DETECTIVE BUREAU PERSONNEL

A. Employees assigned to the Detective Bureau shall be paid a detective increment of

Five Hundred (\$500.00) Dollars annually in addition to the Employees other pay and benefits. Employees assigned to the Detective Bureau shall not have their preassigned duty work schedule changed to avoid overtime. Effective January 1, 2000 the annual Detective Increment shall be increased to \$1,250.00.

B. The work schedule for detectives shall not be changed unless there is an emergency declared by the Chief of Police. Detectives shall be compensated at the overtime rate for work which is over eight (8) hours in a day or for work on their scheduled days off. The Chief of Police may change the work scheduled for Detectives upon the declaration of an emergency or after a determination is made by the Chief to change the work schedule after providing not less than fourteen (7) days written notice. The specifications for overtime set forth in Sections (A) and (B) shall remain in unaffected.

C. It is understood that the Detective Bureau is an assignment and Employees may be changed by the Chief of Police with the consent of the Police Committee.

ARTICLE LII - TERMINAL LEAVE

A. Each Employee shall be entitled to a terminal leave for a period of three (3) months which shall be utilized in the three (3) month period immediately preceding the Employee's retirement date.

ARTICLE LIII - SENIORITY

A. Traditional principles of seniority shall apply to Employees covered by this Agreement. Such principles shall apply to lay-off, recall, transfer and any other similar acts.

Seniority is defined to mean the accumulated length of service with the Department. Time in service by date of appointment shall apply. An Employee's length of service shall not be reduced by time lost due to an absence from his employment for bona fide illness or injury certified by a physician not in excess of one year. Such certification shall be subject to review by the Police Surgeon, if any, or any physician mutually acceptable to the parties.

SCHEDULED
AND
ATTEND

ARTICLE LIV - IN-SERVICE TRAINING

A. Each member of the Department with two (2) or more years of service will be scheduled to attend at least two (2) in-service training courses during the calendar year. Qualifying courses under this clause shall be as approved by the New Jersey State Police Training Commission. The scheduling of such courses shall be approved by the Chief.

B. Each member of the Department attending school pursuant to Section A above, shall be reimbursed for all expenses.

ARTICLE LV - MANAGEMENT RIGHTS

The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

(a) To the executive management and administrative control of the Employer Government and its properties and facilities and the activities of its employees;

(b) To hire all employees, and subject to the provisions of law, to determine their

qualifications and conditions for continued employment or assignment and to promote and transfer employees;

(c) To suspend, promote, demote, transfer, assign, reassign, discharge, or take any other disciplinary action for good and just cause according to law.

Nothing contained herein shall be construed to deny or restrict the Borough in its exclusive right to administer the Department and control the work of its personnel, nor to deny or restrict the Borough in any of its rights, responsibilities and authority under R.S. 40A, or any other federal or state laws. Further, no management prerogative reserved solely to the discretion of the Borough by the terms of this Agreement shall be made subject of a grievance.

ARTICLE LVI - FINALITY CLAUSE

This Agreement is the entire and only Agreement between the Bogota Police Lodge 161, NJSFOP Labor Council (Union) and the Borough of Bogota. This Agreement replaces in its entirety and terminates any previous Agreement, excluding recognized prior practices, between the NJSFOP Labor Council and the Borough of Bogota and can only be altered by Agreement in writing signed by both the Union and the Borough of Bogota.

ARTICLE LVII - LEAVE TIME

All leave time (defined as vacation days, personal days and holidays) shall vest as of January

1 of each calendar year except as follows:

a/ Voluntary resignation or layoff-leave time as defined above shall be prorated based upon months of service within that calendar year;

(prorated to new hires)

b/ Termination "for Cause" based upon Disciplinary Action-any leave time remaining as of the effective date of termination shall be forfeited.

ARTICLE LVIII - DURATION

A. This Agreement shall be in full force and effect as of January 1, 2001 and shall remain in effect up to and including December 31, 2003.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Borough of Bogota, New Jersey, on this 13 day of July 2001.

**BOGOTA POLICE LODGE 161,
NJSFOP LABOR COUNCIL**

By: *Jerome Frank*
LODGE 161

By: _____

By: _____

By: _____

ATTEST:

By: _____

BOROUGH OF BOGOTA

By: *Nicholas M. Zampese*
Mayor

By: _____

By: _____

By: _____

By: _____

SCHEDULE A-1

CURRENT DEPARTMENT MEMBERS AS OF JULY 12, 2001

SALARY GUIDE

	EFFECTIVE 1/1/01	EFFECTIVE 1/1/02	EFFECTIVE 1/1/03
Hiring Rate	\$37,068	\$38,550	\$40,092
After 6 months	40,122	41,727	43,396
After 18 Months	47,973	49,892	51,888
After 30 Months	58,558	60,901	63,337
After 42 Months (Max)	69,156	71,922	74,799
Sergeant	73,641	76,587	79,650
Lieutenant	78,127	81,252	84,502

SCHEDULE A-2
SALARY GUIDE
EFFECTIVE FOR EMPLOYEES HIRED
ON OR AFTER FEBRUARY 1, 2001

PATROLMEN	1/1/2001	1/1/2002	1/1/2003
Hiring Rate	\$27,500	\$28,600	\$29,744
After completion of Academy or P.T. qualified.	30,204	31,412	32,668
After 18 Months	37,677	39,184	40,751
After 30 Months	44,878	46,673	48,540
After 42 Months	52,097	54,181	56,348
After 60 Months	59,306	61,678	64,145
After 72 Months	66,496	69,156	71,922

New hires will not receive a percent increase during any and all contracts until they reach eighty-four (84) months of employment with the Borough. On the eighty-four (84) month anniversary the employee will receive one-half (1/2) of a lump sum payment of the percent increase given to the current employees that they did not receive as they worked towards top pay. The other one-half (1/2) lump sum will be paid at the completion of ninety-six (96) months of service.

EXHIBIT A

<u>OFFICER</u>	<u>DAYS</u>
Graf	50
Zelinsky	50
Gurnari	50
Brophy	50
Lemakos	42

In the event an employee is severed from service for any reason, he should be deleted from Exhibit A effective upon is date of separation.

EXHIBIT B

Employer to select:

1. Manufacturer, model, color and emergency equipment and/or devices of Employer's preference. It shall be noted that each Vehicle will be equipped with the following:

- a. Shotgun/mounted in front passenger compartment
- b. Full protective cage
- c. Power steering
- d. Power brakes
- e. AM/FM radio
- f. Air conditioning
- g. Heater
- h. Automatic Transmission

The employer will make every effort to maintain the vehicles and equipment in a good state of repair.

Handwritten initials

POLICE DEPARTMENT ROSTER

OFFICER	DATE APPT.	VACATIONS 2001
LT. GEORGE GRAF	12/31/73	5 2001
SGT. MICHAEL ZELINSKY	3/27/78	5 2001
SGT. JOHN BURKE	8/01/88	4 2010
SGT. DANIEL MAYE	8/01/88	4 2010
PTL. JAMES LEMAKOS	4/08/82	5 - 2004
PTL. GERARD ZAHARIOU	1/08/90	3 2012
PTL. TIMOTHY GEIPEL	1/08/90	3 2012
PTL. CRAIG LYNCH	7/23/90	3 2012
PTL. JAMES SEPP	11/30/90	3 2012
PTL. ROBERT PITERSKI	01/07/94	3 2016
PTL. JEROME FOWLER	01/07/94	3 2016
PTL. DANIEL CREANGE	07/24/95	3 2017

POLICE DEPARTMENT ROSTER

OFFICER	DATE APPT.	VACATIONS 2001
LT. GEORGE GRAF	12/31/73	5
SGT. MICHAEL ZELINSKY	3/27/78	5
SGT. JOHN BURKE	8/01/88	4
SGT. DANIEL MAYE	8/01/88	4
PTL. JAMES LEMAKOS	4/08/82	5 - 2004
PTL. GERARD ZAHARIOU	1/08/90	3
PTL. TIMOTHY GEIPEL	1/08/90	3
PTL. CRAIG LYNCH	7/23/90	3
PTL. JAMES SEPP	11/30/90	3
PTL. ROBERT PITERSKI	01/07/94	3
PTL. JEROME FOWLER	01/07/94	3
PTL. DANIEL CREANGE	07/24/95	3