

AGREEMENT
BETWEEN
THE BOROUGH OF FRANKLIN LAKES
AND
THE FRANKLIN LAKES POLICE DEPARTMENT LIEUTENANT(S)

JANUARY 1, 2015 – DECEMBER 31, 2018

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PREAMBLE

This Agreement, made between this ____ day of May, 2016, between the Borough of Franklin Lakes, a municipal Corporation of the State of New Jersey, (hereinafter referred to as the Borough), and the Franklin Lakes Police Department Lieutenants (hereinafter referred to as the Lieutenants), shall be effective from January 1, 2015 through December 31, 2018, except as otherwise provided.

It is agreed and acknowledged, that it is the desire and intent of the Borough and the Lieutenants, to cooperate to maintain the mutually satisfactory conditions of employment, and harmonious relations heretofore experienced between the parties, and further, that every effort will be made to maintain this atmosphere. The Borough recognizes and the Lieutenants agree, that the undersigned members of the Lieutenants, are the sole and exclusive representatives of covered personnel, as set forth in Article I hereto, and they legally represent and may bind the Lieutenants in all aspects of this Agreement.

ARTICLE I
COVERED PERSONNEL

This Agreement shall apply to all full time Officers of the Franklin Lakes Police Department employed by the Borough, with the rank of Lieutenant.

ARTICLE II
MANAGEMENT RIGHTS

Nothing contained herein, shall be construed to deny or restrict the Borough of any of its rights, responsibilities and authority as provided by the Laws and Constitution of the United States and the State of New Jersey, and as provided by and set forth within the Code of the Borough of Franklin Lakes.

ARTICLE III
SALARIES

The salaries for Lieutenants covered by this Agreement shall be as follows:

January 1, 2015 through December 31, 2015	\$150,325
January 1, 2016 through May 17, 2016	\$154,083
May 18, 2016 through December 31, 2016	\$146,000
January 1, 2017 through December 31, 2017	\$148,920
January 1, 2018 through December 31, 2018	\$151,898

ARTICLE IV
COMPENSATION FOR COLLEGE DEGREES

A. Each Lieutenant who shall have previously attained, or who shall attain during the calendar year, an Associate's, Bachelor's, or Master's degree in Police Science, from an

accredited institution of higher education, shall receive a pro-rata share (as determined by the provisions of Paragraph B) of an annual stipend on account of the highest such degree level attained, (which shall be non-cumulative) as follows:

ASSOCIATE'S DEGREE	-	\$1,360.00
BACHELOR'S DEGREE	-	\$1,610.00
MASTER'S DEGREE	-	\$2,110.00

Stipend amounts are based on a full calendar year. To the extent that a Lieutenant serves in the position of Lieutenant for less than the full calendar year, the stipend will be pro-rated. Said stipend shall be in addition to, but not considered a part of, said Lieutenant's base salary, and such, shall not be included in the calculation of any overtime which may be due said Lieutenant.

B. The annual stipends provided for in Paragraph A, shall be prorated based upon the date on which the degree in question was conferred. The stipend shall be paid in a lump sum amount, on the first payment date of the month of December for other compensation.

C. The governing body shall have the sole right to determine whether a course of study leading to an Associate's, Bachelor's or Master's Degree was in a Police Science, and is primarily in the field of Police work, as required as a condition for the entitlement to the stipend set forth in Paragraph A, which determination of the governing body shall be final and not subject to the grievance procedure. Notwithstanding the foregoing, the courses set forth in Appendix A, attached hereto shall be deemed acceptable for the purposes of this Agreement.

D. Lieutenants hired after January 1, 1999 shall not be entitled to benefits under this Article.

ARTICLE V
VACATIONS

Lieutenants shall be entitled to vacations, based on their length of employment with the Borough as follows:

During the first year of employment, but only after the completion of six (6) months of employment	6 working days
Commencing with the second year through the sixth year	12 working days
Commencing with the seventh year through the thirteenth year	17 working days
Commencing with the fourteenth year through the eighteenth year	21 working days

Commencing with the nineteenth year through the twentieth year	22 working days
Commencing with the twenty-first year	23 working days
Commencing with the twenty-second year	24 working days
Commencing with the twenty-third year	25 working days
Commencing with the twenty-fourth year	26 working days

Any regular employee who resigns or is terminated for any reason shall be entitled to pro-rated compensation for vacation leave calculated from January 1 to the last day of employment.

ARTICLE VI
HOLIDAYS / PERSONAL DAY

A. Each Lieutenant shall be compensated with thirteen paid holidays per calendar year, said holidays are as follows:

New Year's Day	Columbus Day
President's Days	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day
Labor Day	One additional day as determined by the
Martin Luther King Day	Borough Administrator

B. In addition to the holidays set forth in Paragraph A, all Lieutenants shall be entitled to such additional holidays as may be granted to other Borough employees by declaration of the Mayor and Council, and shall include emergency days off when the Municipal Building is not open for business due to weather conditions, which are the basis of such declared holidays.

C. If a holiday occurs during a Lieutenant's regularly scheduled day off, he shall maintain his entitlement to such paid holiday.

D. In addition to the holidays set forth in paragraph A, all Lieutenants shall be entitled to an increase from eight (8) hours to twenty (20) hours to be utilized as personal days, with the additional twelve (12) hours not to be used on the thirteen (13) holidays so designated above, except that Lieutenants shall continue to be entitled to take eight (8) hours at their discretion.

E. Holidays shall be granted and taken at a time which is mutually agreeable to the Lieutenant and the Officer in charge of the squad with which the Lieutenant is assigned,

provided that the operational needs of the Department and the safety of the Borough are not impaired thereby.

ARTICLE VII
LEGAL EXPENSES

In the event that a Lieutenant is charged with a violation of the law as a result of acts purportedly committed by him in the course of performing his duties, said Lieutenant may retain legal counsel to defend him, and in the event that he is found not guilty, the Borough agrees to pay the reasonable cost of the legal expenses incurred in such defense, subject to the prior approval of the governing body as to the rate of compensation.

ARTICLE VIII
MEDICAL, DENTAL AND LIFE INSURANCE

A. Medical coverage shall be amended to provide that the BMED 20/35 Plan will be highest cost plan offered effective as soon as is administratively feasible but in no event earlier than January 1, 2016. Upon the resignation, dismissal or retirement before twenty-five (25) years of service, all life, health and hospitalization insurance provided by the Borough shall terminate with respect to such Lieutenant; provided, however, that such insurance may continue in full force and effect after a Lieutenant's retirement before twenty-five (25) years of service, if said Lieutenant shall elect to pay the premiums therefore and the same is permitted by law.

B. Lieutenants shall be obligated to contribute towards payment of medical, prescription and dental insurance in accordance with the provisions of State law.

C. The Borough has the ability to change medical plan during the contract to an "equal or better" plan. The Borough will provide forty-five (45) days notice of the intent to change to an "equal or better" plan during the term of the contract.

D. For Lieutenants who retire after twenty (20) years of service to the Borough and twenty-five (25) years in the pension system, the Borough will provide full (100%) medical insurance, dental, prescription, and family or spousal coverage, at the same level of such benefits received at the time of retirement. Insurance coverage for fully retired (25 years of service) Lieutenants, as authorized herein, is secondary to any coverage or benefits available or which may become available from Medicare or any other sources of insurance, governmental or otherwise. Additionally, such coverage as may be provided by the Borough, will be discontinued for any period when insurance coverage is obtained as a result of other employment, but will be reinstated upon the termination of such employment.

E. If, as a direct casual result of injuries suffered in the line of duty, any member of the Lieutenants is killed or permanently disabled and is awarded early disability retirement, the Borough shall maintain and continue all medical, life and hospitalization insurance for such member or his spouse, until the death of such member or remarriage of his/her spouse; provided, however, that in the event of early disability retirement, such coverage would be discontinued if the following exists:

(1) such disabled member procures full time employment having similar medical coverage and the waiting or qualifying period of such new coverage has expired; or

(2) such disabled member shall participate in any business venture wherein his earnings equal the amount of salary and wages he received in the last calendar year with the Borough.

Any dependents of said disabled member, under the age of nineteen (19) years, shall also be covered under the Borough's medical, life and hospitalization insurance plans at the expense of the Borough.

F. The Borough agrees to fully fund the Dental Plan. The plan will include Lieutenants covered under this contract and their family. This plan is to be mutually agreed upon by the Borough and the P.B.A.

G. Should a Lieutenant covered under this agreement become deceased, the Borough agrees to pay \$3,000 (three thousand dollars) to the Lieutenant's family.

H. The Borough shall provide medical, dental and prescription coverage for spouses and family of vested members, with a minimum of ten (10) years of creditable service in PFRS, that die prior to becoming eligible for Medicare at the same level of benefits received by the member at the time death.

ARTICLE IX CLOTHING ALLOWANCE

A. Each Lieutenant shall receive an annual clothing allowance. The amount of the clothing allowance is \$650.00. Said amount shall be paid in a lump sum amount on the first day in January.

B. Each Lieutenant shall receive an annual uniform maintenance allowance amount of the uniform allowance is \$350.00. Said amount shall be paid in a lump sum amount on the first day in January.

C. Any Lieutenant assigned to investigative or plainclothes duties shall be provided with an appropriate duty handgun.

D. Any weapons issued to a Lieutenant shall be returned to the Borough upon termination of the Lieutenant's employment, subject to an accountability system as shall be determined and administered by the Chief of Police.

E. Clothing and equipment, if damaged in the line of duty, shall be replaced by the Borough, subject to the written approval of the Chief of Police, which shall set forth that such damage occurred in the line of duty and the facts in support thereof, together with presentation of proof by the Lieutenant, that he has expended the total amount of his annual clothing allowance.

F. The actual cost of repairing or replacing a Lieutenant's regular eyeglasses or contact lenses, if lost or damaged in the line of duty, shall be paid by the Borough, subject to the written approval by the Chief of Police, which shall set forth that such damage occurred in the line of duty, and the facts in support thereof, together with the presentation of proof by the Lieutenant, as to the cost of replacing or repairing the eyeglasses or contact lenses.

G. The actual cost of repairing or replacing a Lieutenant's watch or ring(s), up to a maximum of \$150.00 for each item, if damaged or lost in the line of duty, shall be paid to the Lieutenant by the Borough, subject to the written approval of the Chief of Police, which shall set forth that such damage or loss occurred in the line of duty, and the facts in support thereof, together with the presentation of a paid bill for the cost thereof, by the Lieutenant.

ARTICLE X
SICK LEAVE

A. In the event of accident or prolonged illness requiring an absence from duty in excess of ten (10) consecutive days, any covered personnel who has completed one (1) year of continuous employment, shall be eligible for a medical leave of absence. The medical leave of absence shall be granted based on a medical diagnosis and begin after the Lieutenant has exhausted his/her available sick days and 12 vacation days. In the event the Lieutenant has used his/her vacation time, up to twelve (12) vacation days will be used from the following years' allotment. The Lieutenant shall be entitled to full salary in accordance with the applicable salary schedules set forth in Article III hereof, for a period up to nine (9) months. The Borough retains the right to require the Lieutenant to submit to a physician's examination, appointed and paid for by the Borough without cost to the Lieutenant, to certify to such illness or injury, and provided further that the term "accident", as used herein, shall not include any accident or injury resulting from any employment other than employment by the Borough as a Police Officer, or any duty ordered by the chief of Police. In the event any Lieutenant shall receive any temporary disability payments or worker's compensation, whether from the Borough or any other employer, or disability payments or any amount payable under the Borough's Sickness and Accident Plan, or any other similar type plan during the period set forth herein, the amount or amounts so received by said Lieutenant shall be deducted from any salary payments made by the Borough, or shall be repaid to the Borough if made directly to the Lieutenant, as the case may be.

B. In the event of an accident or prolonged illness wherein any covered personnel shall qualify for the payments provided above, the Borough may continue to pay such Lieutenant at the Borough's regular pay periods during such time as Workman's Compensation, disability payment or payments under any Sickness and Accident Plan are being adjusted.

C. In the event of a dispute as to the causal connection between an injury or illness and the work effort, or a disagreement as to the period of disability beyond the period established by the examining physician appointed by the Borough or by its insurance carrier, then in the event, the burden shall be upon the Lieutenant to establish the causal connection or additional period of disability, by obtaining a judgment in the Division of Worker's Compensation, or by the final decision of the last reviewing court, which shall be binding upon the parties.

D. In addition to the holidays set forth in Article VI of this Agreement, all Lieutenants shall be entitled to twelve (12) sick days per calendar year. If a Lieutenant does not utilize all twelve (12) sick days as allotted per calendar year, running January 1st through December 31st, then the Lieutenant shall be entitled to either one-half (1/2) day off or its equivalent in wage compensation at the Lieutenants' normal hourly rate, for every one (1) sick day not used in said calendar year. All unused sick time days or wage compensation accumulated by a Lieutenant because of unused sick days, shall be taken during the next calendar year, January 1st through December 31st, or the right to unused sick time days or wage compensation in this manner shall be forfeited and lost, it being the express agreement that unused sick time days or wage compensation accumulated in this manner are non-cumulative. Furthermore, a Lieutenant will only be entitled to use unused sick time days or wage compensation in this manner, while serving as a full-time employed member of the Department.

E. In the case of a non-prolonged illness (i.e. less than ten (10) consecutive days) a Lieutenant's entitlement to sick leave shall be determined in accordance with the existing policy of the Borough, which shall remain in effect during the term of this Agreement.

F. Any Lieutenant may utilize any, or all allotted sick days, if a member of that Lieutenants' immediate family is ill, and requires that the Lieutenant remains absent from duty in order to care for that ill member.

ARTICLE XI ADDITIONAL COMPENSATION

A. Overtime shall be paid to a Lieutenant when he is required to work in excess of a complete eight (8) or twelve (12) hour tour of duty, or on a regularly scheduled day off, provided that overtime shall not be paid to a Lieutenant who voluntarily elects to work on his scheduled time off. Overtime shall be paid at the rate of one and one-half (1 ½) times the normal hourly rate applicable to the Lieutenant working said hours. Compensation for working such overtime or additional duty as set forth in paragraph C of this Article, shall be paid only when given prior approval by the Chief of Police, or, in his absence, the designated officer in charge. The officer approving such overtime shall set forth in writing, the facts and circumstances supporting such decision, and present same to the Mayor and Council prior to or at the same time of the presentation of the voucher pertaining to such payment.

B. Whenever a Lieutenant is served a subpoena to testify while off-duty, in any related proceedings, municipal or otherwise, that Lieutenant shall be entitled to receive a minimum of three (3) hours overtime pay, at a rate of one and one-half (1 ½) times the normal hourly rate applicable to the Lieutenant working said hours.

C. Lieutenants who had utilized a Sick Day, will not be eligible for any overtime duty for a sixteen (16) or twenty-four (24) hour period after the conclusion of the shift for which the Lieutenant called in sick.

D. Whenever a Lieutenant is called to perform overtime duty on a regular scheduled tour off, he shall be paid a minimum of three (3) hours duty, provided that such minimum shall not apply to an extension of a Lieutenant's tour of duty.

E. Lieutenants covered under this Agreement shall be given preferential consideration for any overtime duty that may arise.

F. When a Lieutenant attends mandated police training when off duty, said Lieutenant shall be compensated a minimum of three (3) hours at the Lieutenant's overtime hourly rate.

ARTICLE XII
MILEAGE ALLOWANCE

Compensation for the authorized use of personal cars in the performance of official Police Department business shall be paid to a Lieutenant at the Internal Revenue Service annual rate per mile, whenever a Police Department or other Borough vehicle is not made available to the Lieutenant. Prior to the use of a personal vehicle, the Lieutenant shall obtain the authorization of the Chief of Police, that such transportation is required, and that no Police Department or other borough vehicle is available for use at the time such transportation is required.

ARTICLE XIII
OTHER TERMS AND CONDITIONS

It is agreed and understood that all existing terms and conditions of employment, and all existing rules and regulations governing the Police Department and the Police force, shall continue in full force and effect. Nothing in this Agreement shall be considered to alter or impair in any manner, the exclusive right of the borough to administer the Lieutenants and control the work of its personnel.

ARTICLE XIV
GRIEVANCE PROCEDURE

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

For the purpose of this Agreement, the term "Grievance" means any complaint, difference or dispute between the employer and Lieutenant with respect to the interpretation, application or violation of any of the provisions of this Agreement.

The procedures for settlement of grievances shall be as follows:

A. Step One

In the event that any Lieutenant covered by this Agreement has a grievance, within five (5) calendar days of the occurrence of the event being grieved, the Lieutenant shall discuss it

informally with his immediate supervisor. The superior shall decide the grievance within five (5) calendar days after the grievance is first presented to him.

B. Step Two

If no satisfactory resolution of the grievance is reached at Step One, then within five (5) calendar days of the decision at Step One, the grievance shall be presented in writing to the Chief of Police. The Chief shall render a decision within five (5) calendar days after the grievance was first presented to him. In the absence of the Chief, the grievance shall be presented to the officer in charge of the Department for a determination.

C. Step Three

If the grievant wishes to appeal the decision of the Chief of Police (or officer in charge if the Chief is absent) it shall be presented in writing to the employer's governing body or its selected representative within five (5) calendar days of the decision at Step Two. This presentation shall include copies of all correspondence relating to the matter in dispute. The employer's governing body, or its delegated representative, may give the grievant an opportunity to be heard, and will give its decision in writing within thirty-five (35) days of the receipt of the written grievance.

D. Step Four

In the event the grievance cannot be resolved to the satisfaction of the grievant as a result of the final determination made in accordance with Step Three, the matter may be submitted to binding arbitration. The arbitrator shall be chosen in accordance with the rules and regulations of the New Jersey Public Employment Relations Commission.

However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision by the governing body.

The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement hereto.

The costs for services of the Arbitrator shall be borne equally between the Borough and the Lieutenants. Any other expense incurred including, but not limited to, the presentation of witnesses, shall be paid by the party incurring same.

E. General Rules

(1) A Lieutenant covered under this Agreement may have the right to process his own grievance without a representative except that only the PBA or the Borough has the right to request binding arbitration pursuant to paragraph (d) above.

(2) The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated with the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive and shall be deemed to be an acceptance of the decision rendered at the level last resorted to and shall constitute a waiver of any further proceedings on the grievance in question. If there is no response to the grievance presented at steps one, two or three, then such a failure to respond shall be deemed a denial at that step. Nothing herein shall prevent the parties from mutually agreeing in writing to extend or contract the time limits provided for processing the grievance at any step of the grievance procedure.

ARTICLE XV
OFF-DUTY POLICE ACTION

Since all Police Officers are presumed to be subject to duty twenty-four (24) hours per day, the parties agree that any action taken by a Lieutenant on his time off, while in the Borough of Franklin Lakes, or any other municipality, which would have been taken by an officer on active duty if present or available, shall be considered police action and the Lieutenant shall have all the rights and benefits concerning such action as if he were then on active duty, and be subject to the rules and regulations of the Department governing such actions as if he were on active duty.

ARTICLE XVI
PERSONNEL FILES

A. A separate personal history file shall be established and maintained for each Lieutenant covered by this Agreement. Personal history files are confidential records and shall be maintained and safeguarded, permanently, in the office of the Chief of Police. All awards, diplomas, certificates and commendations received by a Lieutenant shall become the personal property of the Lieutenant, and a photostatic copy of the same shall be entered into the Lieutenant's personal history file.

B. Any Lieutenant may, by appointment, review his personal file, but his appointment for review must be made in writing to the Chief of Police, or his designated representative, and state the reason for his review. Any such review of a file shall be made only in the presence of the Chief of Police or his designated representative.

C. Whenever a written complaint concerning a Lieutenant or his actions is to be placed in his personal file, a copy of such written complaint 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 rebuttal in his file.

ARTICLE XVII
EFFECTIVE DATE AND COVERAGE

This Agreement shall remain in full force and effect until December 31, 2018, except however, payments for annual increases for salaries as provide herein shall not commence until the approval of the 2016, 2017, and 2018 Salary Ordinances of the Borough, but shall be retroactive to January 1st of each year.

ARTICLE XVIII
ATTENDANCE AT TRAINING COURSES

In the event the Chief of Police shall require any Lieutenant to attend a specific in-service training course for the development of a skill not otherwise available to the Police Department through any of its members, such Lieutenant shall receive compensation at a pro-rated hourly rate based upon the appropriate salary schedule or compensatory time off equal to the time spent in attendance at the training course, with a minimum of 3 hours. The method of compensation shall be determined by the Chief of Police. Nothing contained herein shall be construed as to permit payment to any Lieutenant for attendance at an in-service course which is not specifically required to be taken as required above.

ARTICLE XIX
RECOGNITION CLAUSE

The Borough hereby recognizes the designation of Robert Lyon as the exclusive collective negotiations agent for all Lieutenants covered by the terms of this.

ARTICLE XX
SAVINGS CLAUSE

It is understood and agreed that if any portion of this Agreement or the application of this Agreement to any person or circumstances shall be invalidated by such statutes or by an interpretation of a court of competent jurisdiction, the remainder of this Agreement or the application of such provisions to other persons or circumstances shall not be affected thereby.

ARTICLE XXI
WORK SCHEDULE

All Lieutenants shall work two thousand forty (2,040) hours per year.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, or caused this Agreement to be signed by their duly authorized Officers or representatives on the day and year first above set forth.

FRANKLIN LAKES LIEUTENANTS

Robert Lyon
Robert Lyon

John Bakelaar
John Bakelaar

WITNESS:

[Signature]

5/15/2016
DATE SIGNED

BOROUGH OF FRANKLIN LAKES

Frank Briona, Mayor
Frank Briona, Mayor

ATTEST:

Sally T. Bleeker
Sally T. Bleeker, RMC, Borough Clerk

5/18/16
DATE SIGNED

APPENDIX A

BERGEN COMMUNITY COLLEGE

Associate in Applied science (A.A.S. Degree)

WILLIAM PATERSON COLLEGE

Bachelor of Science (B.S. Degree)

Major Public Safety

Masters Degree

Major Urban Education/Urban Studies

JOHN JAY COLLEGE OF CRIMINAL JUSTICE

A.A.S. Degree

Majors Police Science, Correction Administration, Security, B.S. or B.A.

Majors Police Science, Criminal Justice, Social Science

M.A. Degree

Majors Police Administration@, Criminal Justice@, Social Relations@, Psychology@

Forensic Science@

RUTGERS

A.A.S. Degree

Major Criminal Justice

B.S. or B.A. Degree

Major Police Science/Criminal Justice

M.A. Degree

Major Criminal Justice

Doctoral Program (PHD)

Major Criminal Justice

MERCY COLLEGE

A.A.S. Degree

Major Criminal Justice

B.A. or B.S. Degree

Major Criminal Justice

M.A. Degree

Major Social Science/Criminal Justice