

RESOLUTION No. 14-121

**RATIFYING A COLLECTIVE BARGAINING AGREEMENT WITH
PBA LOCAL #161 FOR THE TERM JANUARY 1, 2014 THROUGH DECEMBER 31,
2016 AND AUTHORIZING THE MAYOR AND CLERK TO EXECUTE THE
AGREEMENT**

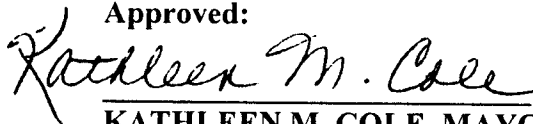
WHEREAS, PBA Local #161 and the Borough of Pompton Lakes have reached an agreement on the terms of a new collective bargaining agreement covering the term January 1, 2014 through December 31, 2016; and

WHEREAS, the membership of the PBA ratified the agreement on May 14, 2014.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Pompton Lakes, county of Passaic and State of New Jersey as follows:

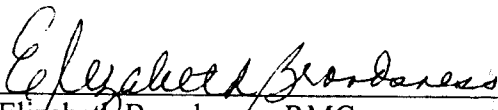
1. The Borough of Pompton Lakes hereby ratifies the terms of the collective bargaining agreement by and between the parties as set forth above.
2. The Mayor and Clerk are authorized to execute the collective bargaining agreement once the agreement has been executed by the PBA.
3. This Resolution shall take effect immediately upon adoption according to law.

Approved:


KATHLEEN M. COLE, MAYOR

Certification:

I hereby certify that the above resolution is a true copy of the resolution adopted by the Mayor and Council at their regular meeting held on Wednesday, May 14, 2014 at 7:30 p.m. in the Pompton Lakes Municipal Building, 25 Lenox Avenue, Pompton Lakes, New Jersey.


Elizabeth Brandsness, RMC
Borough Clerk

AGREEMENT

BETWEEN

BOROUGH OF POMPTON LAKES

AND

POMPTON LAKES POLICEMEN'S BENEVOLENT ASSOCIATION
LOCAL NO. 161

JANUARY 1, 2014 THROUGH DECEMBER 31, 2016

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CONTRACT

THIS CONTRACT made by and between the POMPTON LAKES POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 161, 25 Lenox Avenue, Pompton Lakes, New Jersey, hereinafter referred to as the "PBA" and the BOROUGH OF POMPTON LAKES, a municipal corporation of the State of New Jersey, 25 Lenox Avenue, Pompton Lakes, New Jersey, hereinafter referred to as the "BOROUGH".

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PREAMBLE

It is the intent and purpose of the parties hereto that this Agreement covering rates of pay, hours of work and conditions of employment, will promote a spirit of cooperation between the Borough and its Employees in the Police Department represented by the PBA and that the Employees represented thereby will serve to maintain and increase individual efficiency and quality of service as to avoid interruption and interference with the efficient operation of the Police Department in the Borough and this contract will express the complete agreement on all negotiable terms and conditions of employment between the parties so that the Borough will receive a fair days work for a fair days pay as provided in this contract. The PBA is in full agreement with the objective of Employee performance and efficiency consistent with the safety, good health and sustained effort of such Employees.

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ARTICLE I
RECOGNITION

Section 1

The Borough hereby recognizes that the PBA is the exclusive representative for collective negotiations and bargaining concerning the terms and conditions of employment of the Employees in said bargaining unit. However, nothing herein shall be so construed as to prevent any official of the Borough from meeting with any employee organization or individual Employee for the purpose of hearing the views and requests of the members of said organization or of said individual so long as (a) the PBA is informed of the meeting; (b) any changes or modifications in the terms and conditions of employment provided for in this contract are to be made through negotiations and collective bargaining with the PBA; and (c) said individual or minority organization shall not represent or process grievances provided for in this contract.

Section 2

Nothing shall be construed so as to deny any individual Employee of the Police Department their rights under Civil Service Laws or Rules or Regulations promulgated by the State of New Jersey.

Section 3

The bargaining unit shall include all Employees in the Police Department eligible by law, excluding the Chief of Police.

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ARTICLE II

EFFECTIVE DATE OF AGREEMENT

Section 1

This contract shall cover the period of time from January 1, 2014 to December 31, 2016, inclusive, and neither party shall abrogate the terms of the contract during its term of existence.

Section 2

This contract shall become effective only when signed for the Borough by the Mayor and Borough Clerk and by the authorized representatives of the PBA.

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ARTICLE III

CEREMONIAL ACTIVITIES

In the event a Police Officer in another Department in the State of New Jersey is killed in the line of duty, the Borough will permit at least one (1) uniformed Police Officer of the Borough to participate in funeral services for the deceased Officer.

Subject to the availability of same, the Borough will permit a Borough Police vehicle to be utilized by the members in the funeral service.

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 service unless otherwise agreed to by the Chief of Police.

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ARTICLE IV

PERSONNEL FILES

- A. A personnel file shall be established and maintained for each Employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Chief of Police, and may be reviewed by the Police Chief, Mayor and Council Members.
- B. Upon advance notice and at reasonable times, any member of the Police Department may at any time review their personnel file only. However, this appointment for review must be made through the Chief of Police and/or his designee who shall be present during such review.
- C. Whenever a written complaint concerning an Officer or their actions is to be placed in their personnel file, a copy of same shall be made available to them and they shall be given the opportunity to rebut it if they so desire and they shall be permitted to place a rebuttal in their file. When the Employee is given a copy of the complaint, the identification of the complainant shall be excised.
- D. All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom unless the Chief of Police in his sole discretion and in compliance with the New Jersey Attorney General's Guideline on Internal Affairs decides to remove a past disciplinary action.
- E. Only disciplinary citations arising out of **Paragraph D** shall be subject to **Article XV** of this Agreement.
- F. Each Employee shall be supplied with a written certification from the Borough, during the month of November of each year, which shall state the number of

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accumulated vacation days, holidays taken, sick days, personal days and any other time which is available to the Officer.

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ARTICLE V


HOURS OF WORK

Section 1

The basic work week for all regular Employees of the Police Department shall be as follows: a 12 hour shift system has been implemented and will only apply to the rank of patrol officer or sergeant and to those officers while assigned to uniformed patrol duties. Officers working the 12 hour shift work either 48 hours per week or 36 hours per week. The 12 hour work shift may be amended to an 8 hour work shift, without further negotiation of this agreement, for temporary periods of time when there exists an emergency, for training of police officers which can be better achieved by an 8 hour shift or if circumstances arise where such shifts will better service the Borough by virtue of a shift change. The parties acknowledge that the 12 hour work schedule provides for an additional 110 hours of work annually. Said additional 110 hours shall be provided to each respective employee in compensatory time on a straight time basis. The additional 110 hours is intended to be utilized within the same calendar year in which it is earned. Overtime for persons working the 12 hour schedule shall be defined as all work in excess of the scheduled 12 hour day for any work which is performed on a scheduled day off consistent with the annually posted 12 hour work schedule.

Section 2 – Overtime

The Borough has the right to schedule overtime work when it is required and in the manner most advantageous to the Borough and consistent with the requirements of municipal employment and in the public interest. Overtime shall be paid to all Employees of the Police Department at the rate of one and one-half (1-1/2) times the hourly rate of such Employee based upon a forty (40) hour week, except as set forth

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above. Overtime compensation shall be paid either as one and one half (1 1/2) paid overtime or one and one half (1 1/2) compensatory time at the request of the employee, subject to the sole final discretion of the Borough whenever an employee is working for the Borough on extra duty requiring the payment of overtime. The only exception shall be when the budget for police overtime is over expended, at which time there shall be time and one-half (1-1/2) compensatory overtime as the form of compensation. Such compensatory overtime shall accrue in a compensatory Time Off Bank (C.T.O Bank) which shall be utilized at the election of the employee, subject only to prior departmental approval. Lieutenants and Captains shall be compensated at the straight time rate for extra duty performed. Said straight time rate shall be compensated in compensatory time off which time shall be used within thirty (30) days of its accrual or it shall be waived. All other accrued compensatory time off shall be used within 90 days of its accrual or it shall be waived.

Section 3

Police officers who are scheduled on an 8 hour work schedule shall work 40 hours per week.

Section 4

All employees covered by this contract who are recalled to duty for court time or any other work related purpose shall be provided with a minimum of 2 hours compensation at the appropriate rate as defined above. If a callout is canceled and the minimum four hour callout provision is triggered, the same officer who accepts replacement at any separate contractor/applicant location(s) during the four hour minimum callout period shall not be entitled to a separate four hour callout payment. If a

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separate callout is offered and accepted after the original callout period has expired, a separate four hour minimum callout period shall be required.

An officer working a contractor/applicant related callout shall have no further obligation to work such position at such time as the contractor/applicant terminates the need for the officer for the subject callout.

The parties agree that if a contractor/applicant fails to contact the police department at least two hours before the scheduled start time to cancel same, the four hour minimum shall be in effect.

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ARTICLE VI

HOLIDAYS

Section 1

A. All Employees of the Police Department shall receive paid compensation of 104 hours per year at straight time pay added to their bi-weekly pay rate and divided equally among all pay periods for the year, which amount shall be used for all computation purposes. This compensation is in lieu of any holiday pay or holiday time off. Schedules A1 and A2 reflect base pay which includes the 104 hours of compensation set forth above at straight time pay.

Section 2

A. Each Employee in the Police Department shall receive three (3) personal days, which shall be determined by the Employee and approved in advance by the Chief of Police or in his absence, the Senior Departmental Officer. For those officers on a twelve hour shift the three days shall be converted to 24 hours and then reconverted to 2 days.

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ARTICLE VII

VACATION DAYS

Section 1

Each full time Employee shall be entitled to one (1) working day of vacation for each month of employment up to and including twelve (12) working days in each succeeding calendar year up to and including the completion of five (5) years of service; fifteen (15) working days in each year of service over (5) years up to and including the completion of ten (10) years of service; eighteen (18) working days in each year of service over ten (10) years up to and including the completion of fifteen (15) years of service; twenty (20) working days in each year of service over fifteen (15) years up to and including the completion of twenty (20) years of service. An additional working day will be give for each year of service to a maximum of twenty-five (25) working days.

For all employees hired after January 1, 2014, such employees shall receive vacation time as follows. Each employee shall be entitled to one (1) working day vacation for each month up to and including December 31st next following such date of appointment, twelve (12) working days for each succeeding year up to and including five (5) years of service; fifteen (15) working days in each succeeding year up to and including ten (10) years of service; twenty (20) days in each succeeding year up to and including twenty five (25) years of service; twenty-five (25) days in each succeeding year after 25 years of service.

For those employees on a twelve (12) hour shift, all vacation time shall be converted as provided in a manner consistent with the above Article VI.

Section 2


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When, in any calendar year, the annual vacation leave or any part thereof is granted and not taken by reason of the pressure of work, such annual vacation leave or part thereof granted and not taken shall accumulate to the credit of the individual Employee, and shall be granted and may be taken during the next succeeding calendar year only. Any such accumulated annual vacation leave not taken shall thereafter and shall lapse and be forfeited by such Employee.

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ARTICLE VIII

SICK LEAVE

Section 1

A. Employees will be granted sick leave in accordance with the Rules and Regulations issued pursuant to the Civil Service Act. Any sick leave days which are not used shall accrue and accumulate in a sick leave time bank.

Those employees on a twelve (12) hour shift shall have all sick leave converted as provided in a manner consistent with the above Article VI.

Section 2

In addition, all full-time employees, upon retirement, death or voluntary separation from the employ of the BOROUGH shall receive one (1) day of terminal leave for each two (2) days of sick leave accumulated since 1969, subject to such limitations as established by the laws of the State of New Jersey as same may exist at the time this agreement is executed or as same may be amended during the term of this agreement.

These days so calculated shall be added to the retiring employee's terminal leave. During the period of such terminal leave the retiring employee shall receive full pay and benefits as are otherwise provided by this contract.

Section 3

(a) All employees covered by this Agreement who have accumulated at least ninety (90) sick days shall thereafter have the individual option of selling back to the employer unused sick days, not to exceed 15 days per year, from the entitlement year immediately preceding at the rate of fifty (50%) percent of the employee's then current daily rate of compensation.

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ARTICLE IX

DEATH IN FAMILY LEAVE

A. In the event of death in the Employee's immediate family, the Employee shall be granted time off without loss of pay from the day of death or the day of the funeral, but in no event shall said leave exceed five (5) calendar days.

For those employees on a twelve (12) hour shift, all family leave time shall be converted in a manner consistent with the above Article VI.

B. The "immediate family" shall include only husband, wife, child, parents, grandparents, sister, brother, or in-laws of the Employee or such other persons as are required by either federal or state law.

C. Reasonable verification of the event may be required by the Borough.

D. Such bereavement leave is not in addition to other time off consisting of scheduled holidays, personal days, vacation time and/or compensatory time.

E. An Employee may make a request of the Police Chief, Borough Administrator or a designated representative for time off to attend a funeral separate and distinct from bereavement leave. Such request, if granted by the Chief, Administrator or designated representative shall be charged, at the option of the Employee, either as a personal day or against accumulated compensatory time off.

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ARTICLE X

TERMINAL LEAVE

Upon application for retirement and if qualified therefore, an Employee shall receive ninety (90) calendar days Terminal Leave with full wages and benefits. Terminal Leave shall commence ninety (90) days prior to the effective day of retirement, and the Employee shall not be required to report for or perform any duties during such period of Terminal Leave.

Those employees on a twelve (12) hour shift shall have all Terminal Leave time converted in a manner consistent with the above Article VI.

Employees hired after January 1, 2014, shall be entitled to the within benefits but are limited to forty five (45) days of terminal leave.

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ARTICLE XI

LONGEVITY

SCHEDULE 1

This Schedule shall apply to all employees covered under this agreement who were hired before January 1, 2011.

Four (4) Years of Continuous Service.....	2% of Base Pay
Seven (7) Years of Continuous Service.....	3% of Base Pay
Eight (8) Years of Continuous Service.....	4% of Base Pay
Eleven (11) Years of Continuous Service.....	5% of Base Pay
Twelve (12) Years of Continuous Service.....	6% of Base Pay
Fifteen (15) Years of Continuous Service.....	7% of Base Pay
Sixteen (16) Years of Continuous Service.....	8% of Base Pay
Nineteen (19) Years of Continuous Service.....	9% of Base Pay
Twenty (20) Years of Continuous Service.....	10% of Base Pay (Maximum)

SCHEDULE 2

This Schedule shall apply to all employees covered under this agreement who are hired on or after January 1, 2011.

After 5 years of continuous service to the Borough	2% of base pay
After 10 years of continuous service to the Borough	4% of base pay
After 15 years of continuous service to the Borough	6% of base pay
After 20 years of continuous service to the Borough	8% of base pay
After 25 years of continuous service to the Borough	10% of base pay (Maximum)

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Employees hired after January 1, 2014 shall receive longevity payments as established in Schedule 2 but shall not begin qualifying for longevity payments until 10 years of continuous service to the Borough, which is currently four percent (4%) in year 10.

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ARTICLE XII
UNIFORMS

A. All employees covered by this Contract shall have a complete uniform issued upon appointment and shall thereafter be paid an annual uniform allowance. The annual uniform allowance shall be \$900.00 for each year of this agreement, payable in two equal installments of \$450.00 in March and \$450.00 in October of each calendar year.

Such allowance shall be used to cover the cost of replacement and maintenance of same, and shall be regulated by the Chief of Police or duly authorized person acting in his stead. Nothing herein shall be construed to deny any member of the Police Department their uniform allowance when they are assigned to perform such duties which do not require the wearing of a uniform, by the Chief of Police.

B. Uniforms lost or destroyed by the negligence of the Employee shall be replaced by the Employee at their own expense with such negligence to be determined by the Chief of Police or his designee.

C. The parties acknowledge that a new employee under this agreement is provided with uniforms and equipment at the time of hire. In such case as an employee leaves employment from the Borough due to termination or transfer, the employee shall reimburse the Borough for the value of clothing and equipment so provided as follows:

Within 2 years of appointment	100%
After 2 years	75%
After 3 years	50%
After 4 years	25%
After 5 years	0%

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ARTICLE XIII
SAFETY EQUIPMENT

The Borough shall provide for security screens in all Police vehicles used for the transportation of prisoners.

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ARTICLE XIV

MEDICAL INSURANCE AND DISABILITY COVERAGE



A. Active eligible employees shall receive medical benefits provided by the State of New Jersey Health Benefits Plan as may from time to time be offered, or a plan offered by the State of New Jersey or such other medical insurance provider. The Borough retains the right to change insurance carriers so long as benefits are provided compatible to the plans offered in this agreement.

B. The Borough shall pay the full cost of coverage provided to any employee who chooses such plan as set forth above which, at the time this Agreement is executed, is known as NJ Direct 15. (In the event NJ Direct 15 is no longer made available by the SHBP during the term of this Agreement, the Borough shall continue to pay the full cost of coverage equivalent to the premium for NJ Direct 15.) Any employee who chooses a plan which is richer in benefits than NJ Direct 15 shall pay the difference in premium over and above the premium for NJ Direct 15 by way of payroll deductions evenly divided among all pay periods for the year of enrollment.

1. In the event an employee chooses any plan which results in the assessment of a tax or penalty by the United States Government pursuant to the Patient Protection and Affordable Care Act or any other federal law or regulation, the amount of the tax or penalty shall be the responsibility of the employee and such tax or penalty shall be deducted from the employee payroll as set forth in B above.

C. In addition to any contribution to health insurance premiums set forth in this agreement for coverage above NJ Direct 15 coverage, each employee shall be required to pay such contributions to health care premiums as are periodically established by the laws of the State of New Jersey and in accordance with such laws in effect as of the date of this agreement or as same may be amended during the term of this agreement.

D. Regular, full time employees shall be entitled to receive retiree health benefits, equal to the level they were receiving at the time of their retirement, so long as they have served twenty five (25) years in the PFRS Pension System and have served at least fifteen (15) years of service with the Borough of Pompton Lakes, in either a full or part time capacity, in any title.

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Notwithstanding any other language of this provision to the contrary, at such time as any employee or retiree becomes eligible for Medicare coverage, said employee or retiree shall apply to enroll in Medicare Part A and Part B at which time the Borough shall be required to pay a premium equal to a base Medicare supplemental plan, and the Borough health insurance shall be secondary to Medicare coverage. Failure to apply when eligible shall cause the termination of any obligation of the Borough to pay health insurance premiums on behalf of the employee or retiree.

E. Employees covered by this contract shall be provided with a disability compensation program. The type of program and level of coverage shall be as is presently defined in what is commonly known as the State of New Jersey Temporary Disability program. A copy of the present form of program is annexed as Schedule B. The public employer and the individual employee shall each pay one-half (1/2) of the cost of this plan upon its implementation.

F. The Borough agrees to provide an opt out provision for employees covered by bona fide health plans from their spouse or other source as provided by statute and agrees to refund such percentage of the premium of the base plan being offered by the insurer as permitted by the laws of the State of New Jersey as same exist at the time this agreement is executed or as same may be amended during the term of this agreement, for which the employee is eligible, to the opting out employee, payable in equal installments by pay period during the course of the plan year, and as long as the employee is covered by such optional insurance chosen by the employee. The employee shall provide proof of such other coverage in a manner satisfactory to the Borough at any time requested but at least on the date of open enrollment each year.

G. The Borough shall provide and pay the annual premium for a Life Insurance Policy in the amount of \$15,000.00 for each employee covered by this agreement and for each retiree receiving benefits under this Article.

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ARTICLE XV

GRIEVANCE PROCEDURE

PURPOSE:

The purpose of this procedure is to secure an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.

Nothing herein shall be construed as limiting the right of any Employee having a grievance to discuss the matter informally.

DEFINITION:

For purposes of this Agreement, the term "grievance" means any complaint, difference or dispute between the Employer and any Employee with respect to an interpretation, or application or violation of any of the provisions of this Agreement. The definition of Grievance shall include grievances of minor discipline. Minor discipline shall be defined as five (5) days of suspension or equivalent fine or any lesser penalty.

STEPS TO GREIVANCE PROCEDURE:

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety. It is understood that any Borough action which may constitute a violation of this Agreement may only be raised by way of this procedure, this being the sole and exclusive method of resolution.

FAILURE TO RESPOND:

Failure to respond to any Step in this procedure by the Borough or its agents shall be deemed to be a negative response, and upon the termination of the applicable time limits the Grievant may proceed to the next Step.

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Time limits may be extended to the parties by mutual written agreement, and all days refer to calendar days. Specified time limits in this grievance procedure shall not expire on a weekend or holiday.

The Borough reserves the right to file, in writing, a grievance on its behalf with the Executive Board of the PBA, which shall conduct a conference with the representatives of the Borough within ten (10) days of filing of the grievance.

STEP ONE:

- (A) An aggrieved Employee or the PBA on behalf of the aggrieved employee or employees shall, in writing and signed, file a grievance under the provisions of this Article with the Chief of Police within ten (10) days of the occurrence.
- (B) The Chief of Police shall render a written decision within five (5) days from the date of receipt of the grievance.

STEP TWO.

- (A) In the event the grievance has not been resolved at STEP ONE, then within five (5) days following the determination the matter may be referred to the Mayor and Council, Administrator or their designee, who shall review the matter and make written determination within fifteen (15) days from the receipt of the grievance.

STEP THREE:

- (A) In the event the grievance has not been resolved at STEP TWO, then within ten (10) days, the matter may be referred to arbitration by the either party for resolution and disposition, and will be referred to the Public Employment Relations Commission pursuant to the rules of said PERC.
- (B) The Arbitrator shall have no power to modify, alter, or amend the provisions of this contract, shall be bound and limited by the submission presented to them by the parties, shall set forth their findings of fact and conclusions of law, and shall be bound by the provisions of State and Federal Law.
- (C) The costs of the arbitration shall be shared equally by the parties.
- (D) The Arbitrator's determination shall be in writing.
- (E) The Arbitrator's decision shall be final and binding.


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- (F) Only the PBA and/or the Borough shall have the right to submit a matter to arbitration.

MISCELLANEOUS:

The following items are specifically not subject matters for a grievance:

- A. Failure or refusal of the Borough to review the contract of a probationary or part-time Departmental Employee or matters in which the Borough is without authority to act.
- B. Where the grieved Employee utilizes Civil Service Commission, the Courts, or any other method of review.
- C. Disputes or differences regarding classifications of positions, promotions of Employees, pension and elimination of positions where such disputes and grievances are regulated by Civil Service Law, Rules and Regulations or by any other State Statute.

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ARTICLE XVI

SALARIES

A. The base wage rates for Employees covered by this Agreement who are currently in either **Schedule A-1** or **A-2** are set forth in **Schedules A-1 and A-2**. **Schedule A-1** shall apply to all employees hired before 1/1/2011. **Schedule A-2** shall apply to all employees hire on or after 1/1/2011. During the term of this agreement, each employee at the top step of either guide and all employees covered by the agreement over the rank of patrolman shall receive a yearly increase of one (1) percent.

B. The rate of pay for contracted Police service shall be \$65.00 per hour. In addition, the private party utilizing police services shall pay an additional \$10.00 per hour to the Borough. The total cost of police services for private utilization shall be \$75.00 per hour.

The Borough agrees that all monies received from such private contracting work shall be paid through the Borough's payroll process and the Law Enforcement Officer while so employed shall be treated in all respects as an Employee of the Borough.

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ARTICLE XVII
DISCHARGES AND DISCIPLINE

Section 1

The Borough shall not discharge, discipline or suspend any Employee without just cause.

Section 2

A Grievance by any Employee claiming that they have been unjustly disciplined or discharged must be submitted to the Borough in writing within five (5) business days of such discipline or discharge; otherwise, the same will be considered and agreed to have been made for just cause.

Section 3

All warnings to an Employee shall be given in writing and a copy of any such warning shall be given to the PBA representative provided the Employee involved signs a document releasing such reprimand to the PBA. If no grievance is made in writing to the Borough to dispute such warning within five (5) days of any such warning, it will be considered and agreed that the warning was justified.

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ARTICLE XVIII

STRIKES AND LOCKOUTS

During the term of this Agreement the PBA guarantees and assures the Borough, on behalf of itself and each of its represented Employees, that there will be no authorized strike, walkout, job action or interference with the regular functioning of the Department.

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ARTICLE XIX
JOB CONDITIONS

Section 1.

Overtime shall be assigned and designated in the sole discretion of the Chief of Police or the Senior Departmental Officer.

Section 2.

Transfers within the Department shall be made in the discretion of the Chief of Police or the Senior Departmental Officer as specified in NJSA 40A:14-118.

Lateral Transfer candidates may be hired by the Mayor and Council up to the first 3 steps of the salary guide, shall not include longevity or seniority and only after the Mayor and Council have reviewed the potential candidate's experience and qualifications. The decision of which step of the salary guide shall be offered to a potential lateral transfer candidate shall also be made in the sole discretion of the Mayor and Council and shall not be subject to challenge by the PBA Local in Arbitration or in Civil Litigation.

Section 3.

The Borough will provide for legal counsel at the cost of the Borough for the defense of any employee covered by this agreement charged with a complaint or court action arising during the performance of the employees duties whether on or off official duty.

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ARTICLE XX

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any Employee or group of Employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

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ARTICLE XXI

SENIORITY

A. The Borough of Pompton Lakes agrees to follow Civil Service procedures regarding hiring, promotions, demotions, seniority and recall rights.

B. No substantial changes in working conditions or assignments shall be made without notification to Employees affected. Notification shall consist of two (2) weeks prior notice of the changes being made to the Employee or Employees affected.

C. Nothing in this contract shall prevent or preclude the Chief of Police or, in his absence, the Senior Departmental Officer in charge of the Police Department, to place an employee outside of their classification during an emergency. An emergency is to be determined solely by such Chief of Police or such Senior Departmental Officer. The Chief of Police or such Senior Departmental Officer shall make a reasonable attempt to secure Employees in proper job classification for the performance of particular jobs whenever possible under the particular circumstances. At such times as there is no senior Officer, Sergeant or above, working on a shift, and a patrolman is charged with decision making responsibility on such shift for at least half of the shift, or a minimum of 6 hours, whichever is greater, the patrolman so charged will be paid at the Level 1 Sergeant pay scale for the shift in question for the number of hours worked in the higher title, paid in one hour increments thereafter.

At such times as a member of the bargaining unit is required to work in an existing higher title for an extended period of time, except in such cases where the requirement is due to vacation of another member of the bargaining unit, the member working in the higher title position shall be compensated at the higher level rank, step 1,

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beginning on the eleventh day of such work in the higher rank. The additional pay shall cease at such time as the member is no longer required to work in the higher title position. This provision shall not apply to work in titles not within this bargaining unit.

D. The discharge of any Employee for any reason during a probationary period is not a matter for a grievance.

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ARTICLE XXII
REPLACEMENTS

No full time Employee covered by this Agreement shall be replaced by any non-Police Officer, part time or other personnel.

No post presently filled by a full-time Employee covered by this Agreement shall be covered by any non-Police Officer, part time or other personnel.

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ARTICLE XXIII
MANAGEMENT RIGHTS

Section 1

It is understood and agreed that the Borough possesses at all times the sole right to operate the Police Department and all management rights repose in it. Such rights must be exercised consistently with the other provisions of the contract and all applicable laws, rules and regulations to which the Borough and/or the Police Department are subject at any time.

These rights of management include, but are not limited to the following:

- A. Discipline or discharge of Departmental Employees for just cause.
- B. Directing the work force and their activities.
- C. Employment, assignment or transfer of Employees.
- D. Determine the mission, purposes and objectives of the Police Department.
- E. Introduce new or improved facilities and procedures.
- F. Modify or eliminate existing Departmental methods or facilities.
- G. Contract out for goods and services for and on behalf of the Department.

Section 2

This contract shall be binding upon the Borough, the PBA and the Employees in the bargaining unit represented by the PBA. Nothing in this contract shall void any existing working policies, working procedures or rules of the Police Department in the Borough, provided they are not in conflict with the terms and conditions of this agreement. The Borough reserves at all times the right to establish and modify the rules,

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policies, and working conditions for Employees in all Departments in the Borough as long as such modification does not contradict N.J.S.A. 34A:13-5.4 et seq.

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ARTICLE XXIV

PBA BUSINESS

Section 1

The PBA delegate from the Pompton Lakes Police Department (PBA Local 161) or their authorized representative shall be permitted time to attend all monthly state meetings of the New Jersey State PBA. Such employee attending said New Jersey State PBA meetings shall not have their schedule adjusted nor shall there be any loss in regular compensation.

Section 2

The parties agree to the applicability of N.J.S.A. 40A:14-177 to apply to representatives of the PBA to attend the full length of the N.J. State mini and main conventions.

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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and

seals this 14 day of May, 2014.

ATTEST:

THE BOROUGH OF POMPTON LAKES

Elizabeth Brundage RMC
Municipal Clerk

Kathleen M. Cole
Mayor

ATTEST:

POLICEMEN'S BENEVOLENT
ASSOCIATION LOCAL NO. 161

[Signature]
Secretary, Policemen's
Benevolent Association,
Local 161

[Signature]
PRES

PK (MK) ARC

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SCHEDULE A-1

SALARY SCALE

(For Employees hired before 01/01/2011)

<u>Rank</u>	Eff. <u>1/1/14</u>	Eff. <u>1/1/15</u>	Eff. <u>1/1/16</u>
1 st Year	46,476	46,476	46,476
2 nd Year	56,627	56,627	56,627
3 rd Year	65,351	65,351	65,351
4 th Year	74,076	74,076	74,076
5 th Year	82,802	82,802	82,802
6 th Year	91,528	91,528	91,528
7 th Year	100,254	100,254	100,254
8 th Year (Maximum)	114,723	115,870	117,029
<u>Sergeant</u>			
1 st Year	115,330	116,484	117,486
2 nd Year	123,819	125,056	126,307
<u>Lieutenant</u>			
1 st Year	124,168	125,409	126,663
2 nd Year	134,577	135,923	137,282
<u>Captain</u>			
1 st Year	135,102	136,453	137,818
2 nd Year	146,283	147,746	149,223

An employee shall continue in the probationary/academy salary status pay rate for the first year of employment. Upon achieving the first anniversary date of employment the employee shall then move to the first year level of compensation and shall continue to move on each successive anniversary date of initial employment until the fifth (5th) year pay rate is reached.

This Schedule includes 104 hours of straight time pay which is reflected in the Article VI Holiday adjustment.

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SCHEDULE A-2

SALARY SCALE

(For Employees hired after 01/01/2011)

<u>Rank</u>	<u>Eff.</u> <u>1/1/14</u>	<u>Eff.</u> <u>1/1/15</u>	<u>Eff.</u> <u>1/1/16</u>
Patrolman			
Academy			
Probationary	36,750	36,750	36,750
1st Year	42,737	42,737	42,737
2nd Year	46,476	46,476	46,476
3rd Year	51,551	51,551	51,551
4th Year	56,627	56,627	56,627
5th Year	65,351	65,351	65,351
6th Year	74,076	74,076	74,076
7th Year	82,802	82,802	82,802
8th Year	91,528	91,528	91,528
9th Year	100,254	100,254	100,254
10th Year	104,725	104,725	104,725
11th Year	114,723	115,870	117,029
(Maximum)			
<u>Sergeant</u>			
1st Year	115,330	116,484	117,486
2nd Year	123,819	125,056	126,307
<u>Lieutenant</u>			
1st Year	124,168	125,409	126,663
2nd Year	134,577	135,923	137,282
<u>Captain</u>			
1st Year	135,102	136,453	137,818
2nd Year	146,283	147,746	149,223

An employee shall continue in the probationary/academy salary status pay rate for the first year of employment. Upon achieving the first anniversary date of employment the employee shall then move to the first year level of compensation and shall continue to move on each successive anniversary date of initial employment until the fifth (5th) year pay rate is reached.

This Schedule includes 104 hours of straight time pay which is reflected in the Article VI Holiday adjustment.

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SCHEDULE B

New Jersey Unemployment Compensation & Temporary Disability Benefits

TEMPORARY DISABILITY TAX RATE DETERMINATION

The process for determining temporary disability tax rates is essentially the same as discussed above for unemployment, using the disability payment/benefit experiences instead.

CONTROLLING UNEMPLOYMENT AND TEMPORARY DISABILITY COSTS

You can affect the amount of unemployment and temporary disability taxes you pay by careful attention to the factors within your control that help determine your tax rates. As the employer, you are notified of all charges against your account. Review this material carefully to ensure that all charges are correct. Report any instances where former employees refuse to return to work, or are unavailable or unable to work, or if they are employed and still receiving benefits. Be sure to pay your taxes in a timely manner to avoid interest and penalty charges. **REMEMBER, YOUR TAX RATES AND THE AMOUNT OF TAXES YOU WILL PAY ARE AFFECTED BY THE AMOUNT OF TAXES YOU HAVE PAID AS WELL AS THE BENEFIT CHARGED TO YOUR ACCOUNT.**

In addition, a voluntary contribution to your unemployment account may save you money by lowering your tax rate.

VOLUNTARY CONTRIBUTIONS

You will be notified annually of your unemployment tax rate for the fiscal year beginning July 1. At that time, you have the opportunity to make a voluntary payment to your account. Such payment may lower your unemployment tax rate by increasing your "reserve ratio". This can result in a substantial savings over a year's time. Instructions for making this calculation are included with the notice of your new rate. Any regional tax office can provide assistance in determining if a voluntary payment will reduce your taxes. The option of voluntary contribution is not available for temporary disability rates.

UNEMPLOYMENT BENEFIT CHARGES

Whenever unemployment benefits are paid to a former employee, the amount of the payment is charged to the employer's account. You, the employer, are notified of these charges via the Form B-187Q, "Unemployment Benefits Charged to Experience Rating Account". Be sure to inspect this record to be certain that only proper charges are made to your account. Erroneous charges can be removed, but only if you make it known they are wrong.

Also, keep in mind that the intent of the Unemployment Compensation Law is to lessen the economic insecurity cause by involuntary unemployment. When a former employee files for unemployment benefits, you will be notified that a claim has been filed and information regarding the employee's reason for separation from work will be requested. If the person is not working for a reason other than a lack of work, notify the unemployment office of the reason for separation. By cooperating with the local unemployment offices, you will help insure that only former employees entitled to benefits are receiving them.

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