

P-99

The Lake Como Police Association's
July 2006 through June 2010
Agreement

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AGREEMENT

Agreement between The Borough of Lake Como
&
Lake Como Police Association of P.B.A. Local #50

Agreement shall be in effect from July 1st, 2006 through June 30th, 2010
Four (4) Year Contract Agreement

THIS AGREEMENT, made this _____ day of _____, 2006

ARTICLE I

RECOGNITION

The Borough recognized the Association for the purpose of collective negotiations as the exclusive representatives of all regular members of the Lake Como Police Department, except for the Chief of Police.

ARTICLE II

SALARY GUIDE

1. Base annual salaries for employees covered by this agreement shall be set forth on Schedule A annexed.
2. The pay period shall be on a bi-weekly basis with twenty-six (26) pay periods per year.

SCHEDULE A

SALARIES

3% for 1 st year of contract.	7/01/06 to 6/30/07
4% for 2 nd year of contract	7/01/07 to 6/30/08
4½% for 3 rd year of contract	7/01/08 to 6/30/09
4½% for 4 th year of contract	7/01/09 to 6/30/10

Retroactive pay since July 1st, 2006

COLLEGE INCENTIVE:

\$500.00 for 30 college credits towards degree.
\$1,000.00 for an Associates Degree
\$1,500.00 for a Bachelor's Degree
\$2,000.00 for a Master's Degree

College incentive will be added to the officer's annual base salary.

SALARY GUIDE

	3.0% EFF. 7/1/06	4.0% EFF. 7/01/07	4.5% EFF. 7/01/08	4.5% EFF. 7/01/09
CAPTAIN	89,554.33	93,136.50	97,327.64	101,707.38
SERGEANT	86,976.32	90,455.37	94,525.86	98,779.53
Step 10	82,883.23	86,198.56	90,077.50	94,130.99
Step 9	75,203.26	78,211.39	81,730.90	85,408.79
Step 8	68,004.48	70,724.66	73,907.27	77,283.10
Step 7	56,288.08	58,539.60	61,173.88	63,926.71
Step 6	50,554.22	52,576.39	54,942.33	57,414.73
Step 5	47,751.70	49,661.76	58,196.54	54,231.89
Step 4	42,571.61	44,274.47	46,266.82	48,348.83
Step 3	37,391.51	38,887.17	40,637.09	42,465.76
Step 2 Entry Level	33,000.00	33,000.00	33,000.00	33,000.00
Step 1 Academy	30,000.00	30,000.00	30,000.00	30,000.00

ARTICLE III

SHIFT ASSIGNMENTS

The Chief of Police shall post on a prominent bulletin board in the Police Department Headquarters the shift assignments for each member of the bargaining unit at least two (2) weeks before the shift assignment takes place.

ARTICLE IV

COMPENSATORY TIME

Each member of the bargaining unit may take compensatory time or, as called in this municipality, "Time Back" for any over time worked at his option. Exercise of this option will be by submitting an "Officer's Time Sheet" to the Chief of Police. The sheet will include the assignment(s) & hours worked and whether the officer chooses to take compensatory time or time and one-half pay for the assignment.

Overtime shall be paid at the rate of time plus one-half if it is taken as pay. ~~Compensatory time or "Time-Back", which is banked, will be accumulated and~~ recorded at the rate of time plus one-half the hours worked. No member of the bargaining unit may accumulate a compensatory bank more than hours set forth on the schedule below:

7/01/2006 through 6/30/2010

100 Hrs.

The Chief of Police shall notify the Borough Administrator on or before May 15th of the current year, the total amount of compensatory time accumulated by each officer. Each officer will be compensated for 50% of his/her allowable the amount for current year. An employee will not be compensated for less than 50% of the allowable amount.

EXAMPLES:	<u>2007</u>	100 Hrs.		
	2007	30 Hrs.	=	No Compensation
	2007	55 Hrs.	=	5 Hours Compensation

The compensatory time amount will be paid in the last pay period for the fiscal year at the employee's hourly rate, which is his/her salary divided by 2080.

In this work place, the parties agree that the method of requiring reasonable notice before the end of the fiscal year and for keeping records of compensatory time accumulated shall be done by a committee of two: one (1) appointed by the Borough Administrator of Lake Como and one (1) by the Lake Como Police Officers Association of PBA 50.

ARTICLE V

LONGEVITY

In addition to salaries, members shall receive longevity pay based on one percent (1%) of their base salary for every two (2) years of service, with a percentage of ten percent (10%) at twenty years of service, and an additional two percent (2%) at the beginning of the twenty-fourth (24th) year and an additional two percent (2%) at the beginning of the twenty-eighth (28th) year for a maximum of fourteen percent (14%). Longevity shall be paid bi-weekly along with the member's regular pay. Each office of the Police Department shall qualify for the longevity increment on his anniversary date of employment and such increment shall be paid beginning in the next pay period which includes the anniversary date.

Any officer hired after June 30, 1999 shall receive as additional compensation to the following:

<u>Beginning with:</u>	<u>Longevity Amount</u>
Fifth year of service	2% of base pay
Tenth year of service	4% of base pay
Fifteenth year of service	6% of base pay
Twentieth year of service	8% of base pay
Twenty-second year of service	10% of base pay

ARTICLE VI

RETIREMENT

Any member who retires in accordance with the provisions of the Police and Firemen's Retirement System (PFRS), or who leaves the employment of the Lake Como Police Department after completion of ten (10) years or more of service, shall receive payment at his existing rate of pay for 50% of accumulated sick days, not to exceed the monetary amount of fifteen thousand dollars (\$15,000) per man.

ARTICLE VII

VACATION

1. Annual vacations shall be granted as follows:

0 through 1 year of service	-	1 vacation day for each month
1 through 5 years of service	-	12 vacation days
6 through 10 years of service	-	15 vacation days
11 through 15 years of service	-	20 vacation days
16 through 20 years of service	-	25 vacation days
After 20 years of service	-	30 vacation days

2. The choice of vacation time shall be based upon seniority in service

And one week may, at the discretion of the Chief of Police, be taken during the months of June, July or August.

ARTICLE VIII

INSURANCE, HEALTH AND WELFARE

The parties agree that the Borough shall continue to provide its present health insurance coverage, which shall not be changed unless the new coverage is similar or better, but that health insurance coverage shall remain open for negotiation to determine if any alterations in coverage are substantially similar or better to those now provided.

The Borough agrees to provide Horizon Blue Cross/Blue Shield Traditional coverage, or any other insurance plans designated under the New Jersey State Health Benefits Program for the employee and full family coverage as heretofore provided for all employees so employed by the Borough of Lake Como prior to June 30, 1999. For employees hired after July 1, 1999, those employees, for the first two (2) years of employment, shall have coverage for the employee and full family coverage, with HMO type plans that will be specifically designated by the Borough Administrator, and of which the employee will be given a choice of several different carriers of which the employee may select for insurance coverage.

The Borough shall provide insurance coverage on members and their personal vehicles when said vehicles are used in the scope of employment, whether on or off-duty and whether inside or outside of the Borough's limits. Members shall be entitled to the established Federal rate per mile, tolls and parking expenses, as authorized by the Chief of Police. The insurance provided by the Borough shall be excess coverage to any homeowner's policy or automobile liability policy that the member has on his vehicle.

Each member shall be furnished with a complete list of benefits to which the member and his family are entitled.

Each member shall receive a complete package of Personnel policies, rules and regulations, and other documents to which he is subject.

ARTICLE IX

UNIFORMS

Any new members of the Lake Como Police Department shall be provided with a leather duty jacket. The jacket provided is a genuine leather black jacket of the type used by other departments in the area. The jacket shall have attached to it a Lake Como Police Department patch, the cost of which will be borne by the Borough.

If any part of the police uniform or equipment is damaged in the course of employment, it shall be replaced immediately at the expense of the Borough.

Should said damages be a result of a violation leading to the prosecution of the defendant, the Borough shall collect payment entirely from the violation.

It is understood and agreed between the parties that the summer uniforms shall be worn beginning on the first shift of April 15th and on the last shift on October 15th of each year. The winter uniforms shall be worn on the first shift of October 16th through the last shift on April 14th of each year.

ARTICLE X

SICK LEAVE

A. Definition

Sick leave is hereby defined to mean absence from post of duty of an employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employees immediate family seriously ill requiring the care or attendance of such employee, or absence caused by death in the immediate family of such employee.

B. Service Credit for Sick Leave

All permanent employees, or full-time provisional employees, shall be entitled to sick leave with pay based on the their aggregate years of service.

C. Amount of Sick Leave

Sick leave with pay shall accrue to any full-time employee appointed after the effective date of this agreement on the basis of:

1. The first year of service one (1) working day of sick leave with pay for each month of service.
2. After completion of the first year of service fifteen (15) days of sick leave with pay in every calendar year thereafter.
3. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.
4. An employee shall be reimbursed for accrued sick leave at the time of termination of his employment, not to exceed \$15,000.00.
5. In computing the amount of pay for sick leave, there shall be deducted from said amount of money, if any, which said employee is paid in accordance with the laws of the State of

New Jersey for temporary disability, for any period for which said employee is entitled such leave with pay, if said payment is directly to the employee.

D. Reporting of Absence on Sick Leave

If an employee is absent for reasons that entitle him to sick leave, his supervisor or police dispatcher, if supervisor is not available, shall be reasonably notified promptly as of the employees actual reporting time, except in those work situations where notice must be made prior to the employee's starting time.

1. Failure to so notify his supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.
2. Absence without notice for five (5) consecutive days shall constitute a resignation.

E. Verification of Sick Leave

1. An employee who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.
2. An employee who has been absent on non-verified sick leave for periods totaling ten (10) or more days in any one (1) calendar year consisting of periods of less than three (3) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day or less in which case only one (1) certificate shall be necessary for a period of six (6) months.
3. It is the understanding between the parties that an employee, who has submitted acceptable medical evidence for each and every sick leave(s) in any one (1) calendar year, that when such evidence is submitted, it will not be held accountable towards him/her as an abuse of sick time.
4. The Borough may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.
5. In case of leave of absence due to exposure for contagious disease, a certificate from the Department of Health shall be required.

6. The Borough may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined at the expense of the Borough, by a physician designated by the Borough. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize his or the health of other employees, except for periodic required physical or mental examinations. Only in such cases with the Borough be required to pay for a physicians expense or fees.

7. A doctor's certificate shall be required as verification of the illness of a member of the employee's immediate family seriously ill requiring attendance of such employee:

a. Immediate family for the purpose of the use of sick leave shall mean only those relatives who reside in the employee's household, husband, wife, son, daughter or stepchild

6. Pregnancy of spouse or childbirth shall not be included as a person seriously ill, unless there are medical complications proved by a doctor's certificate.

F. Sick Incentive

Any officer who does not use a sick day during the calendar year will be granted two (2) additional personal days to be used in the following calendar year. These additional personal days will be added to the three (3) personal days granted to each employee in Article XII

At beginning of the first six months of the agreement during the fiscal year, an officer will be granted one (1) additional personal day to be used in the following calendar year. As well, at the end of the agreement during the last six months of the fiscal year, an officer will be granted one (1) additional personal day to be used in the following calendar year.

I.e. During the periods of 07/01/2006 to 12/31/2006 and 01/01/2010 to 06/30/2010, if no sick day is used, the officer will be granted one additional personal day to be used in the first six months of 2007 or last six months of 2010.

ARTICLE XI

HOLIDAY COMPENSATION

Any member of the bargaining unit who is scheduled, according to current police work schedule, to work on specific holidays and who actually works, will receive his regular duty pay rate plus one-half (1/2) time, which will be paid during the next regular pay period. The holidays shall be as follows:

July 1, 2006 – June 30, 2010

New Year's Day, Easter, Thanksgiving, Friday after Thanksgiving and Christmas Day.

ARTICLE XII

PERSONAL LEAVE

Each employee shall be granted three (3) working days off per year with pay for the purpose of conducting matters of personal, business or emergency nature and such time shall not be deducted from any other time. Except in the case of an emergency, forty-eight (48) hours notice must be given to the Chief of Police.

ARTICLE XIII

BEREAVEMENT LEAVE

The members shall be granted time of without deductions from pay or without time owed for the following requests:

- A. Death of a spouse, son or daughter from the date of death through the date of the funeral and up to three (3) days from the date of the funeral;
- B. Death in the immediate family from the date of the death through the date of the funeral and up to three (3) days from the date of the funeral;
- C. Immediate family includes, spouse, children, parent, stepchild, sibling, grandparents, step-mother, step-father, guardian, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandchildren, niece, nephew, uncle, aunt, or any person related by blood or marriage residing in an employee's household.

ARTICLE XIV

MILITARY LEAVE

Any member called into the Armed Forces of the United States during national emergency or drafted shall be given all the protection of applicable laws and leave of absence shall be granted.

ARTICLE XV

GRIEVANCE PROCEDURE

A. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

Nothing contained herein shall be construed as limiting the right of an employee having a grievance to discuss this matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Lake Como Police Officers Association.

B. DEFINITION

The term "grievance" as used herein shall mean any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement and may be raised by an individual, the Lake Como Police Officers Association or the Borough.

C. STEPS OF THE GRIEVANCE PROCEDURE

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, with the exception of a Borough initiated grievance that will proceed in accordance with Section D and shall be followed in its entirety unless any step is waived by mutual consent.

STEP 1

The aggrieved shall institute action under the provisions hereof within the (10) calendar days after the event giving rise to the grievance has occurred or within ten (10) days after the discovery of this incident by the individual, Association or the Borough, and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to act except for good cause within the said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance. The aforementioned ten (10) calendar day limitation may be extended upon presentation to the Chief of Police or the Police Commissioner of a physician's certificate attending to the incapacity of the grievant to file within the prescribed time. The Chief of Police or the Police Commissioner shall render a decision within ten (10) days after the receipt of the grievance.

STEP 2

If the grievance is not settled at the first step, the grievant may make written request for a second step meeting within ten (10) calendar days after the answer at the first step, except that in disciplinary action grievances, the written request for a second step meeting shall be made within five (5) calendar days after the answer is received at the first step. The Chief of Police or the Police Commissioner shall set a meeting within five (5) calendar days after the request, or for such other times, as it is mutually agreeable. Said second step meeting shall be between the Police Commissioner and the Chief of Police with the Association representative and the Association attorney, if requested by grievant.

The Police Commissioner's answer to the second step shall be delivered to the Association within ten (10) calendar days after the meeting.

STEP 3

In the event the grievance is not resolved to the satisfaction of any of the parties herein referred to, it shall be taken to binding arbitration in the following manner:

Within ten (10) days after the letter is sent under Step 2, the individual filing the grievance, the Association or the Borough may request the Public Employment Relations Committee to appoint an arbitrator, who shall have full power to resolve the dispute between the parties, and his decision shall be final and binding on all parties. The cost of arbitration shall be borne by the Borough and the Association equally. The arbitrator shall have no right to vary or to modify the terms of this agreement and shall render his decision within thirty (30) days of the close of the hearing.

D. BOROUGH GRIEVANCE

Grievances initiated by the Borough shall be filed directly with the Association within ten (10) calendar days after the event giving rise to the grievance has occurred. A meeting shall be held within ten (10) days after the filing of the grievance between a representative of the Police Commissioner, Chief of Police, the Association and its attorney in an earnest effort to adjust the difference between the parties, and in the event the grievance is not resolved to the satisfaction of the grievant, it shall be taken to binding arbitration in the following manner:

Within ten (10) days after the non-resolution of the said grievance by the Borough, the Borough may request the Public Employees Relations Commission to appoint an arbitrator, who shall have full power to resolve the dispute between the parties, and his decision shall be final and binding on all parties. The cost of the arbitration shall be borne by the Borough and the Association equally. The arbitrator shall have no right to vary or modify the terms of the agreement and shall render his decision within thirty (30) days of the close of the hearing.

ARTICLE XVI

UNSAFE VEHICLES

The Borough shall repair unsafe police vehicles immediately or remove said vehicles from service.

If a police officer is aware of an unsafe condition of a vehicle, including emergency equipment, he shall report the same to the Chief of Police. The officer in charge shall investigate and if their report is verified, the officer in charge shall immediately remove the vehicle or vehicles from service until the unsafe condition is repaired.

All police vehicles hereafter purchased shall be equipped with factory installed police package, including air conditioning.

ARTICLE XVII

COURT TIME

All off-duty members shall be paid for appearances in all courts and administrative agencies where matters are involved which arise out of the course of employment by the Lake Como Police Department in conformance with the pay provisions as set forth in Article XX, paragraph 3.

ARTICLE XVIII

SCHOOLS

Members attending college shall where possible, be accorded the same flexibility in scheduling as members attending police training courses, so long as the same does not affect the working schedule.

ARTICLE XIX

PERSONAL RIGHTS

While off-duty, members shall have the rights to engage in any activity or obtain any employment without being unduly restricted in any way by the Borough of Lake Como. The member shall submit evidence of the type of work that he shall be doing to the Chief of Police.

ARTICLE XX

WORK WEEK OVERTIME

1. If a member is required to work longer than his normal tour of duty, he shall be entitled to overtime at the rate of time and one-half his regular rate of pay.
2. Construing overtime shall be as follows:
 - a. Up to 15 minutes past normal tour of duty shall not be considered as overtime.
 - b. All time over 15 minutes shall be rounded to the nearest quarter hour.
3. If a member is called to duty on his day off, he shall be paid for all hours worked and shall be guaranteed a minimum of three (3) hours of work.
4. If a member is recalled to duty, he shall receive compensation as in paragraph 3.
5. All overtime shall be paid at the next regular pay period for the member.
6. A log shall be kept and all overtime or stand by time shall be recorded therein by the shift commander.

ARTICLE XXI

PRIOR WORKING CONDITIONS

All conditions of employment relating to wages, hours or work and general working conditions presently in effect for members shall be continued.

ARTICLE XXII

POST VACANCIES

In the event a regular officer is unable to fill his post, thereby creating a vacancy, another regular police officer shall have the option to fill his vacancy. The option shall be accorded to regular Police Officers on a seniority basis; however, said overtime shall be distributed as evenly as possible. If a regular Police Officer is unable to work, the post may be filled by a special Police Officer.

ARTICLE XXIII

COMPENSATION FOR SHIFT SUPERVISOR

In the event there is no Sergeant or higher ranking officer assigned for duty during the period of a shift or shifts, upon which a Patrolman is serving, the senior Patrolman shall be entitled to the difference between a Patrolman 10's salary and a Sergeant's base salary, excluding longevity, for the entire time of his tenure in the acting shift supervisor position. The difference shall be divided by two thousand and eighty (2080) and paid at an hourly rate for any time worked.

ARTICLE XXIV

DEPARTMENT MEETINGS

There will be two (2) department meetings per year with all officers required to attend without compensation. The meetings will last for no more than three (3) hours each. Said meetings shall be for the express purpose of having a departmental meeting and sufficient notice shall be given to the Association members as to the date, time and location of such meeting.

ARTICLE XXVI

PROMOTIONS

Any Patrolman, who is promoted to Sergeant, shall be entitled to his current salary plus the difference between the salary of Patrolman 10 and Sergeant. The Patrolman shall have his wages move in step as if he were still a Patrolman until such time the he reaches the top Patrolman step. At that time the Patrolman shall receive Sergeant's salary.

ARTICLE XXVI

MILEAGE

Officers required to use their personal vehicles for work purposes shall be entitled to reimbursement for mileage pursuant to the established Federal rate per mile.

ARTICLE XXVII
OUTSIDE EMPLOYMENT

A. DEFINITION

The term "outside employment" as used herein shall mean any off-duty or extra duty contracted work outside the routine police function.

B. RATE OF PAY

The rate of pay for outside employment shall be set at the overtime rate of Patrolman 10's annual salary step.

C. USE OF LEAVE TIME DURING OUTSIDE EMPLOYMENT

Any leave time used in relation to outside employment will not count against an Officer's accumulated yearly leave time.

- I.e. If an officer calls out sick from a road construction detail, that sick time will not count against an officer's yearly allotted sick time since the officer will not receive compensation for his sick time for the detail

ARTICLE XXVIII

DURATION OF AGREEMENT

This agreement shall be in effect from July 1st, 2006 through June 30th, 2010. Bargaining for the succeeding contract shall commence on or about February 16th, 2010.

IN WITNESS THEREOF, the Lake Como Police Officers Association has set its hand and seal and the said Borough of Lake Como has caused its corporate seal to be affixed and attested by the Borough Administrator and signed by the Mayor of the Borough of Lake Como the _____ Day of _____, 2006.

THE LAKE COMO POLICE OFFICERS ASSOCIATION

POLICEMEN'S BENEVOLENT ASSOCIATION

LOCAL NO. 50

BY:

BY:

BY:

ATTEST:

BOROUGH ADMINISTRATOR

MAYOR