

**AGREEMENT**

Agreement between the Borough of Lake Como

&

Lake Como Police Officers Association of P.B.A. Local #50

Agreement shall be in effect from July 1<sup>st</sup>, 2011 through June 30<sup>th</sup>, 2015

Four (4) Year Contract Agreement

(Retroactive from July 1<sup>st</sup>, 2011 + through June 30<sup>th</sup>, 2015)

THIS AGREEMENT, made this 28<sup>th</sup> day of November, 2011

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
AGREEMENT.....	2
I RECOGNITION.....	3
II SALARY GUIDE.....	4
III SHIFT ASSIGNMENTS.....	7
IV COMPENSATORY TIME.....	8
V LONGEVITY.....	9
VI RETIREMENT.....	10
VII VACATION.....	11
VIII INSURANCE, HEALTH AND WELFARE.....	12
IX UNIFORMS.....	13
X SICK LEAVE.....	14
XI HOLIDAY COMPENSATION.....	18
XII PERSONAL LEAVE.....	19
XIII BEREAVEMENT LEAVE.....	20
XIV MILITARY LEAVE.....	21
XV GRIEVANCE PROCEDURE.....	22
XVI UNSAFE VEHICLES.....	25
XVII COURT TIME.....	26
XVIII SCHOOLS.....	27
XIX PERSONAL RIGHTS.....	28
XX WORK WEEK OVERTIME.....	29
XXI PRIOR WORKING CONDITIONS.....	31
XXII POST VACANCIES.....	32
XXIII COMPENSATION FOR SHIFT SUPERVISOR.....	33
XXIV DEPARTMENT MEETINGS.....	34
XXVI PROMOTIONS.....	35
XXVI MILEAGE.....	36
XXVII OUTSIDE EMPLOYMENT.....	37
XXVIII DURATION OF AGREEMENT.....	38

**ARTICLE II**  
**SALARY GUIDE**

1. Base annual salaries for all employees covered by this agreement shall be set forth in the Salary Guide.
2. Base annual salaries under Schedule A or Schedule B are determined by the employees' date of hire.
3. The pay period shall be on a bi-weekly basis with twenty-six (26) pay periods per year.

**SALARY GUIDE**

2% for 1 <sup>st</sup> year of contract.	07/01/11 to 06/30/12
2% for 2 <sup>nd</sup> year of contract	07/01/12 to 06/30/13
2% for 3 <sup>rd</sup> year of contact	07/01/13 to 06/30/14
1.5% for 4 <sup>th</sup> year of contract	07/01/14 to 06/30/15

**COLLEGE INCENTIVE:**

- \$500.00 for 30 college credits toward a degree**
- \$1,000.00 for an Associate's Degree**
- \$1,500.00 for a Bachelors Degree**
- \$2,000.00 for a Master's Degree**

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

**SCHEDULE A**

**Hired before July 1<sup>st</sup> 2011**

	<b>2.0%</b>	<b>2.0%</b>	<b>2.0%</b>	<b>1.5%</b>
	<b>EFF. 07/01/11</b>	<b>EFF. 07/01/12</b>	<b>EFF. 07/01/13</b>	<b>EFF. 07/01/14</b>
LIEUTENANT	101,955.12	103,970.22	106,025.62	107,598.00
SERGEANT	100,755.12	102,770.22	104,825.62	106,398.00
Step 10	96,013.61	97,933.88	99,892.56	101,390.94
Step 9	87,116.97	88,859.31	90,636.50	91,996.04
Step 8	78,777.76	80,353.32	81,960.39	83,189.79
Step 7	65,205.24	66,509.35	67,839.54	68,857.13
Step 6	58,563.02	59,734.29	60,928.98	61,842.91
Step 5	55,316.53	56,422.86	57,551.32	58,414.59
Step 4	49,315.81	50,302.12	51,308.16	52,077.78
Step 3	43,315.08	44,181.38	45,065.01	45,740.99
Step 2 Entry	33,000.00	33,000.00	33,000.00	33,000.00
Step 1 Acad	30,000.00	30,000.00	30,000.00	30,000.00

**SCHEDULE B**

**Hired after June 30th 2011**

**Percentage increase withheld until officer completes step 15.**

	\$4,000.00 a year
Step 15	85,000.00
Step 14	81,000.00
Step 13	77,000.00
Step 12	73,000.00
Step 11	69,000.00
Step 10	65,000.00
Step 9	61,000.00
Step 8	57,000.00
Step 7	53,000.00
Step 6	49,000.00
Step 5	45,000.00
Step 4	41,000.00
Step 3	37,000.00
Step 2 Entry Level	33,000.00
Step 1 Academy	30,000.00

**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 all employees covered by this agreement shall be set forth in the Salary Guide.
2. Base annual salaries under Schedule A or Schedule B are determined by the employees' date of hire.
3. The pay period shall be on a bi-weekly basis with twenty-six (26) pay periods per year.

**SALARY GUIDE**

2% for 1 <sup>st</sup> year of contract.	07/01/11 to 06/30/12
2% for 2 <sup>nd</sup> year of contract	07/01/12 to 06/30/13
2% for 3 <sup>rd</sup> year of contact	07/01/13 to 06/30/14
1.5% for 4 <sup>th</sup> year of contract	07/01/14 to 06/30/15

**COLLEGE INCENTIVE:**

- \$500.00 for 30 college credits toward a degree**
- \$1,000.00 for an Associate's Degree**
- \$1,500.00 for a Bachelors Degree**
- \$2,000.00 for a Master's Degree**

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

**SCHEDULE A**

**Hired before July 1<sup>st</sup> 2011**

	<b>2.0%</b>	<b>2.0%</b>	<b>2.0%</b>	<b>1.5%</b>
	<b>EFF. 07/01/11</b>	<b>EFF. 07/01/12</b>	<b>EFF. 07/01/13</b>	<b>EFF. 07/01/14</b>
LIEUTENANT	101,955.12	103,970.22	106,025.62	107,598.00
SERGEANT	100,755.12	102,770.22	104,825.62	106,398.00
Step 10	96,013.61	97,933.88	99,892.56	101,390.94
Step 9	87,116.97	88,859.31	90,636.50	91,996.04
Step 8	78,777.76	80,353.32	81,960.39	83,189.79
Step 7	65,205.24	66,509.35	67,839.54	68,857.13
Step 6	58,563.02	59,734.29	60,928.98	61,842.91
Step 5	55,316.53	56,422.86	57,551.32	58,414.59
Step 4	49,315.81	50,302.12	51,308.16	52,077.78
Step 3	43,315.08	44,181.38	45,065.01	45,740.99
Step 2 Entry	33,000.00	33,000.00	33,000.00	33,000.00
Step 1 Acad	30,000.00	30,000.00	30,000.00	30,000.00



**SCHEDULE B**

**Hired after June 30th 2011**

**Percentage increase withheld until officer completes step 15.**

	\$4,000.00 a year
Step 15	85,000.00
Step 14	81,000.00
Step 13	77,000.00
Step 12	73,000.00
Step 11	69,000.00
Step 10	65,000.00
Step 9	61,000.00
Step 8	57,000.00
Step 7	53,000.00
Step 6	49,000.00
Step 5	45,000.00
Step 4	41,000.00
Step 3	37,000.00
Step 2 Entry Level	33,000.00
Step 1 Academy	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/her option. Exercise of this option will be by submitting an Officers 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 the set forth on the schedule below.

**07/01/2011 through 06/30/2015**

**100 Hrs.**

The Chief of Police shall notify the Borough Administrator on or before May 15<sup>th</sup> 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 amount for the current year. An employee will not be compensated for less than 50% of the allowable amount.

**EXAMPLES: 2007            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 employees hourly rate, which is his/her salary divided by 2080.

In the work place, the parties agree that the method of requiring reasonable notice before the end of the fiscal year and 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 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 (24<sup>th</sup>) year and an additional two percent (2%) at the beginning of the twenty-eighth (28<sup>th</sup>) year for a maximum of fourteen percent (14%). Longevity shall be paid bi-weekly along with the member's regular pay. Each officer of the Police Department shall qualify for the longevity increment on his/her 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:

**Beginning with:**

Fifth year of service  
Tenth year of service  
Fifteenth year of service  
Twentieth year of service  
Twenty-second year of service

**Longevity Amount:**

2% of base pay  
4% of base pay  
6% of base pay  
8% of base pay  
10% of base pay

Any officer hired after June 30, 2011 shall receive as additional compensation to the following:

**Beginning with:**

Fifth year of service  
Tenth year of service  
Fifteenth year of service  
Twentieth year of service  
Twenty-second year of service

**Longevity Amount:**

1% of base pay  
2% of base pay  
3% of base pay  
4% of base pay  
5% 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/her 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 on 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 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 vehicle when said vehicles are used in the scope of employment, whether on or off-duty and whether inside or outside of the Boroughs 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 police 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 policy, rules and regulations, and other documents to which he is subject.

## ARTICLE IX

### UNIFORMS

Any new member 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 15<sup>th</sup> and on the last shift on October 15<sup>th</sup> of each year. The winter uniforms shall be worn on the first shift of October 16<sup>th</sup> through the last shift on April 14<sup>th</sup> 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 employee's 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 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 employees credit from year to year to be used if and when need 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/her to sick leave, his/her 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/her 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/her duties and that his/her return will not jeopardize his/her 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 physician's expense or fees.
7. A doctor's certificate shall be required as verification of the illness of the 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.

**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 07/01/2011 to 12/31/2011 and 01/01/2015 to 06/30/2015, if no sick day is used, the officer will be granted one

additional personal day to be used in the first six months of 2012 or last six months of 2015.

## **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/her regular duty 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, 2011-June 30, 2015

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 without deductions from pay or without time owed for the following request:

- 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 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 ten (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/her

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 that 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 parties, and his decision shall be final and binding on all parties. The cost of arbitration 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 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 is 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.

## **ARTICLE XVI**

### **UNSAFE VEHICLES**

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

If a police officer is aware of an unsafe condition of a vehicle, including emergency equipment, he/she 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 vehicle 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/she 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. Any additional overtime or extra duty pay shall be paid to the member in a separate payroll check from the member's bi-weekly salary check.
6. A log shall be kept and **ALL** overtime or stand by time shall be recorded therein by the shift commander.
  - a. Overtime is to exclude Road jobs, Basketball Games, or any other detail in which the member is receiving "Off Duty rate of pay."
7. Overtime is to be defined as: any time when a member is working in the performance of his/her duties for the Borough of Lake Como and will be compensated for such work and time.



**ARTICLE XXI**

**PRIOR WORKING CONDITIONS**

All conditions of employment relating to wages, hours or work and general 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/her vacancy. The option shall be accorded to regular Police Officers on a seniority basis: however, all 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 the Sergeant's base salary, under Salary Guide Schedule A, 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 no more than three (3) hours each. Said meetings shall be 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, in Salary Guide Schedule A. The Patrolman shall have his/her wages move in step as if he/she were still a Patrolman until such time when he/she 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 purpose 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. Outside employment will be set forth and compensated as set forth in Lake Como Borough Ordinance No. 2006-791.

#### **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 in Salary Guide Schedule A. Any outside employment that exceeds an eight (8) hour period shall be charged one and a half (1 ½) times the rate set forth as the rate of services.

#### **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 1<sup>st</sup>, 2011 through June 30<sup>th</sup>, 2015. Bargaining for the succeeding contract shall commence on or about February 2<sup>nd</sup>, 2015.

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 \_\_\_\_\_, 2011

THE LAKE COMO POLICE OFFICER'S ASSOCIATION

POLICEMEN'S BENEVOLENT ASSOCIATION

LOCAL NO. 50

BY:



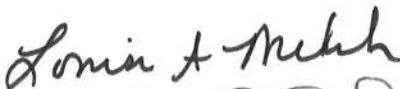
BY:



BY:

ATTEST:

BOROUGH ADMINISTRATOR:



MAYOR:

