

2695

AGREEMENT

BETWEEN

THE BOROUGH OF NETCONG
AND
NETCONG BOROUGH POLICE OFFICERS

JANUARY 1, 1994 through DECEMBER 31, 1996

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PREAMBLE

THIS AGREEMENT, made and entered into this _____ day of _____ 1995, by and between **The Borough of Netcong**, a municipal corporation, hereinafter referred to as the "**Borough**", and **The Netcong Borough Police Officers**, in the County of Morris, State of New Jersey, as defined in Section II hereof, hereinafter referred to as "**Police**".

NOW, THEREFORE, it is hereby agreed as follows:

SECTION I - TERM

THIS AGREEMENT, shall become effective and apply as of January 1, 1994, irrespective of the date of the Agreement, and shall continue in full force and effect through December 31, 1996.

SECTION II - APPLICABILITY

The provisions of this contract shall apply only to full time employees of the Netcong Police Department, excluding therefrom the Chief of Police, the Sergeant of Police and Special Officers.

SECTION III - MANAGEMENT RIGHTS

A. The Borough of Netcong hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but

without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Borough Government and its properties, facilities and the activities of its employees;

2. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment, and to promote and transfer employees;

3. To suspend, demote, discharge or take any other disciplinary action for good and just cause according to law.

B. In the exercise of the foregoing powers, rights, authority, duties or responsibilities of the Borough, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and the laws of the State of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 40A or other national, state, county or local laws or ordinances.

SECTION IV - SALARIES

A. Each police officer covered by this Agreement shall receive an annual salary in accordance with the schedule set forth below:

PATROLMEN

	<u>1994</u>	<u>1995</u>	<u>1996</u>
Probationary	\$20,238	\$21,360	\$22,000
Step 1	23,573	24,280	25,008
Step 2	26,408	27,200	28,016
Step 3	29,243	30,120	31,024
Step 4	32,078	33,040	34,031
Step 5	34,913	35,960	37,039
Step 6	37,748	38,880	40,046
Step 7	40,583	41,800	43,054

B. The individual salaries of each police officer covered by this Agreement shall be as set forth in "Appendix A" attached hereto and made a part of this Agreement. Salaries will be effective on January 1 of each year, except for probationary policemen who shall receive an increase in salary only on the anniversary date of their hire.

C. Every new police officer shall serve a probationary period of one (1) year regardless of prior police experience or training. At any time during such probationary period, employment may be terminated by the Borough Council without recourse. Employment by the Borough shall automatically terminate one (1)

year after employment as a probationary officer unless such person is appointed by the Borough Council as a permanent member of the police.

D. All police officers covered by this Agreement shall receive an annual longevity payment of two (2%) percent of base salary provided such police officers have completed six (6) years of service; three (3%) percent of base salary after 10 years of service; and four (4%) percent of base salary after 15 years of service. For purposes of calculating longevity only, credit shall be given for prior police service in other jurisdictions. Payment shall be made in the first pay period following adoption of the Municipal Budget. The longevity payment shall not become part of the base salary, except for purposes of calculating hourly rate as required by the Fair Labor Standards Act.

E. The salaries of the applicable police officers of the Police Department of the Borough of Netcong for the term of this Agreement shall be based on a forty (40) hour week and all hours worked in excess of forty (40) hours will be compensated as overtime at a rate of one and one-half (1½x) times the hours worked.

F. A police officer will receive a minimum of four (4) hours pay or compensation time off when called out for a special

assignment. All call outs will be at a rate of one and one-half (1½) times the hours worked.

G. Individual police officers shall not be assigned compensatory time off, but shall be permitted to use compensatory time off upon five (5) days prior written notice subject to the approval of the Chief or his designee, which approval shall not be unreasonably withheld.

H. All court time will be in compensation time following the same requirements as stated in Section IV, Paragraph F, provided such court time is outside of the police officer's "regularly scheduled tour of duty".

I. Any police officer covered by this Agreement appointed to a higher grade, or temporarily acting in a higher grade by the action of the Netcong Borough Council will receive the compensation for that appointed grade only for the period he has actually served in that higher grade.

J. Any police officer covered by this Agreement performing police duties and acting in the capacity of a police officer in outside employment arranged through the Borough shall be entitled to payment for all hours so worked, with a minimum guarantee of four hours, at the rate of \$33.00 per hour.

1. Outside employment shall be defined as any activity that is not sudden or unplanned or an activity where the Borough is reimbursed by the outside employing agency for police services rendered.

2. Outside employment shall be voluntary.

3. A "sign-up" sheet shall be utilized and shall contain the terms of the outside employment (date or dates, officers needed, whether the event is for a profit or non-profit agency, etc.).

4. A minimum guarantee of four (4) hours at the specified rate of pay shall be paid to each police officer if said police officer is not notified of the event's cancellation or postponement at least four (4) hours prior to the beginning of the event. This requirement shall be waived for a non-profit agency.

K. Overtime hours shall be compensated in the following manner:

0-50 hours	Compensatory time only
51+ hours	Cash only

Cash payment, where applicable, shall be in the pay period succeeding the pay period in which the overtime is earned.

SECTION V - VACATION TIME

A paid vacation of two weeks (10 days) will be earned after twelve (12) months of service, plus the following:

1. Two (2) extra days after the completion of 3 years of service.
2. Two (2) extra days after the 4th year of service.
3. one (1) extra day after the 5th year of service.
4. One additional week (5 days) will be earned after fifteen (15) years of service for a total of four (4) weeks vacation leave.

SECTION VI - PAID HOLIDAYS

A. For the year 1994, the police officers covered by this Agreement shall be entitled to fourteen (14) paid holidays per annum as set forth in Paragraph B. below, plus Easter Sunday and the employee's birthday.

B. Effective January 1, 1995, the police officers covered by this Agreement shall receive twelve (12) paid holidays as listed below:

New Year's Day	Labor Day
Columbus Day	General Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

C. For 1995 only, any police officer covered by this Agreement who has received Easter Sunday and/or his birthday as a paid holiday prior to the execution of this Agreement shall be deemed to have used personal days pursuant to Section VII below.

D. Police officers covered by this Agreement who work on a holiday shall receive an additional one and one-half time in compensatory time for all hours worked to be added to the employee's compensatory time bank established in accordance with Section IV, Paragraph K.

SECTION VII - PERSONAL DAYS

Effective January 1, 1995, each police officer covered by this Agreement shall be entitled to two (2) days off, with pay, per annum for personal leave. The scheduling of such leave shall be subject to the approval of the Chief of Police or his designee, which approval shall not be unreasonably withheld.

Personal Days will not be accumulated from year to year. In the event an officer covered by this Agreement does not utilize his or her Personal Days in a given year, the Borough will pay the officer one (1) day's pay (straight time) for each unused Personal Day. Payment for unused Personal Days will be made on the first day of January of the following year.

SECTION VIII - SICK LEAVE

Police officers' sick leave shall be on an as needed-basis and shall be administered in accordance with the Borough's disability program. The disability program provides for twenty-six (26) weeks of fully paid sick leave commencing with the first day of illness.

A doctor's certification as to inability to work will be required after three (3) consecutive days of absence. The Borough reserves the right to designate a doctor to certify the inability to work.

SECTION IX - CLOTHING AND CLEANING

Each police officer covered by this Agreement shall receive the following allowances for uniforms and cleaning: Five Hundred (\$500.00) Dollars to be paid in cash at the first pay period following the approval of the Municipal Budget for uniforms, and Four Hundred (\$400.00) Dollars for cleaning, also to be paid in cash at the first pay period following the approval of the Municipal Budget.

SECTION X - FUNERAL LEAVE

Each police officer covered by this Agreement shall be entitled to funeral leave of three (3) days depending upon the circumstances, with pay, in the event of a death in the immediate

family (mother, father, sister, brother, husband, wife, child, mother-in-law and father-in-law).

SECTION XI - SICKNESS IN FAMILY

In the event of serious sickness in the immediate family (mother, father, sister, brother, husband, wife or child) an officer will be granted necessary time off with pay, not to exceed three (3) consecutive work days. If such time off is to go beyond three (3) consecutive work days, the Police Chief will get the concurrence of the Police Commissioner or other leave time shall be utilized by the employee.

SECTION XII - TRAVEL AND LUNCH

A. A police officer covered by this Agreement shall be compensated at the rate of thirty (\$.30) cents per mile when using his own vehicle for police work or business that has been authorized by the Chief of Police. Mileage shall be calculated to and from Police Headquarters.

B. A police officer covered by this Agreement shall also receive eight (\$8.00) dollars allowance for lunch while attending a full time program at the Police Academy, or while in attendance at Superior Court.

SECTION XIII - INSURANCE

Police officers covered by this Agreement and all members of their immediate family (wife and children) will be provided with medical insurance, without cost, under either Blue Cross and Blue Shield of New Jersey, the Gold Medallion Plan or an alternate plan offered by Blue Cross and Blue Shield of New Jersey or by any other entity selected by the Borough provided that such alternate plan furnishes benefits which, in the aggregate, are substantially equivalent to the benefits provided by the Gold Medallion Plan. The Borough shall give the police thirty (30) days' advance written notice of any change in the officers' medical insurance plan.

SECTION XIV - NO WAIVER

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

This Agreement is not intended and shall not be construed as a waiver of any right or benefit not specifically referred to herein to which the police officers herein are entitled by law.

SECTION XV - PRESERVATION OF RIGHTS

The Parties agree that all benefits, rights, duties, obligations and conditions of employment relating to the Netcong

Police Officers which benefits, rights, duties, obligations, terms and conditions of employment presently exist and which are not specifically set forth in this Agreement, shall be maintained at not less than the highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.

Unless a contrary intent is expressed in this Agreement, all existing benefits, rights, duties, obligations, and conditions of employment applicable to any police officer pursuant to any rules, regulations, instructions, directive, memorandum, statute or otherwise shall not be limited, restricted, impaired, removed or abolished.

ARTICLE XVI - WORK INCURRED INJURY

Where a police officer covered by this Agreement suffers a work-connected injury or disability, the Borough shall continue such police officer at full pay, during the continuance of such police officer's inability to work for a period of up to one year. During this period of time, all temporary disability benefits accruing under the provisions of the Workers' Compensation Act and/or other disability program shall be paid over to the Borough. In no event shall the Borough compensate the police officer under

the provisions of this section for a period longer than one (1) year.

The police officer shall be required to present evidence by a certificate of a responsible physician designated by the Borough that he is unable to work and the Mayor and Council may reasonably require the said police officer to present such certificates from time to time.

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

For the purpose of this Section, injury or illness incurred while the police officer is attending a Borough sanctioned training program shall be considered in the line of duty.

In the event a dispute arises as to whether an illness, injury or disability shall be considered "work incurred", the

parties agree to be bound by the decision of an appropriate Workers' Compensation Judgment, or, if there is an appeal therefrom, the final decision of the last reviewing Court.

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

SECTION XVII - AGENCY SHOP

A. Any permanent police officer in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new permanent police officer who does not join within thirty (30) days of initial employment within the unit, and any permanent police officer previously employed within the unit who does not join within ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the police officers in the unit, provided that

no modification is made in this provision by a successor agreement between the union and the employer.

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

SECTION XVIII - MISCELLANEOUS

A. The Borough agrees to provide and maintain police lockers for the individual police officers.

B. The Borough agrees to provide and maintain toilet and sink facilities in the Police Department. The Borough also agrees to provide and maintain safe and reasonable access to the entrance of Police Headquarters.

C. Patrol vehicles should be in good working order with no compromise in safety. The Borough agrees to properly maintain vehicles and will agree to a restraining cage to be placed in each primary patrol vehicle.

D. The police officer who is working the 11:00 p.m. to 7:00 a.m. shift will not be required to work non-emergency functions when the Police Department is aware of those functions at least seventy-two (72) hours prior to that function.

E. Each police officer covered by this Agreement shall wear long sleeved shirts at all times while on duty between November 2 and April 1. Between April 2 and April 15, long sleeved or short sleeved shirts may be worn. Short sleeved shirts shall be worn between April 16 and October 15. Between October 15 and November 1, long sleeved or short sleeved shirts may be worn.

SECTION LXX - GRIEVANCE PROCEDURE

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

For purposes of this agreement, the term "grievance" means any complaint, difference or dispute between the employer and any police officer with respect to the interpretation, application, or violation of any of the provisions of this Agreement or any applicable rule or regulation or policies, agreements or administrative decisions affecting any police officer(s) covered by this Agreement.

The procedure for settlement of a grievance shall be as follows:

(a) **STEP ONE**

In the event that any police officer covered by this Agreement has a grievance, he shall, within ten (10) working days of the occurrence of the event being grieved, present the grievance in writing to the Chief of Police or the officer in charge of the Department in the event of the Chief's absence, who shall have ten (10) working days to issue a written response.

(b) **STEP TWO**

If the Association wishes to appeal the decision of the Chief of Police (or the officer in charge if the Chief is absent), it shall be presented in writing to the employer's governing body or its delegated representative within ten (10) working days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The employer's governing body or its delegated representative may give the Association the opportunity to be heard and will give it's decision in writing within twenty (20) working days of receipt of the written grievance.

(c) **STEP THREE**

(1) If no satisfactory resolution of the grievance is reached at Step Two, then within ten (10) working days thereafter the grievance shall be referred to the Public Employment Relations

Commission for the selection of an arbitrator, pursuant to the rules of said Commission. The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.

(2) It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the employer's governing body or its representative on the grievance.

(3) Police officers covered by this Agreement shall have the right to process their own grievance without representation.

(4) The cost of the arbitrator shall be borne equally by the parties but each party shall be responsible for such other costs as he may incur.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be signed by their duly authorized officers this day of _____ 199 ,

BOROUGH OF NETCONG

BOROUGH OF NETCONG POLICE OFFICERS

By: Nicholas C Pomplio

By: Pat T. Blasing

By: M. J. [unclear]

ATTEST:

By: [unclear]

[unclear]

By: [unclear]

By: [unclear]

WITNESS:

Janice M. Caputo

APPENDIX A

BASE WAGE

	<u>1994</u>	<u>1995</u>	<u>1996</u>
Ptl. J. Blesson	\$26,408	\$30,120	\$34,031
Ptl. J. Arbolino	34,913	38,880	43,054
Ptl. J. DiMicelli	37,748	41,800	43,054
Ptl. T. Biasi	40,583	41,800	43,054
Ptl. J. Coulson	40,583	41,800	43,054