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AGREEMENT

Between the Borough of Ogdensburg

And

The Ogdensburg Unit-Fraternal Order of Police

Franklin Lodge # 57

January 1, 1990 through December 31, 1992

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NOTE: THERE IS NO PAGE # 9 due to a streamlining of the contents
of the contract.

AGREEMENT

Agreement entered into this day *15th of January* in the year Nineteen Hundred and Ninety, by and between the Borough of Ogdensburg, a Municipal body of the State of New Jersey, with offices at the Municipal Building, 14 Highland Ave. Ogdensburg, New Jersey. Hereafter called the "Borough", and the members of the Ogdensburg Police Department, represented by the recognized bargaining agent, "Ogdensburg Unit-Fraternal Order of Police, Franklin Lodge #57, hereafter called the "O.U.-F.O.P."

ARTICLE I

RECOGNITION

- A. The Borough of Ogdensburg recognizes the Ogdensburg Unit-Fraternal Order of Police, Franklin Lodge #57, henceforth designated "O.U.-F.O.P." for the purpose of collective negotiations as the exclusive representative of the members of the Ogdensburg Police Department.
- B. 1. The "O.U.-F.O.P. " shall consist of all permanent full time officers from the rank of and including Lieutenant, Sergeant and Patrolman, qualified under the terms and regulations of Civil Service and appointed as permanent or provisional full time police officers by the Mayor and Council of the Borough of Ogdensburg. Excluded from the unit are: Chief of Police, Dispatchers, Special Officers, Matrons, Clerical assistants, School Traffic Guards, and all other borough employees.
2. Any new officer appointed by the Mayor and Council of the Borough of Ogdensburg shall not be subject to the terms of this agreement until he/she has successfully completed the necessary education and training in order to be certified by the Police Training Commission as a Police Officer. (The exception to this paragraph will be: The officer shall enjoy the benefit of the current salary guide at the time of appointment).
3. Membership in the F.O.P. Franklin Lodge #57 is not required for an officer to be subject to the terms of this agreement.

ARTICLE II

MANAGEMENT RIGHTS

- A. It is mutually understood and agreed that the Borough retains the prerogative of executive management and administrative control, in concert with the Chief of Police, including but not limited to the rights of hiring, suspending, disciplining or discharging for proper cause, promoting, demoting, transferring and scheduling employees, to determine the standards of service to be offered by its agencies, to take necessary actions in emergencies, to determine the standards of selection for employment, to maintain the efficiency of its operations and the technology of performing its work, to determine the methods, means and personnel by which its operations are to be conducted, to introduce new or different methods of operations, to contract or subcontract for work or services, and to determine the content of job classifications, subject to any other applicable law or provisions of this agreement.
- B. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 40 and R.S. 11 or any other National, State, County or Local Laws or Ordinances.

ARTICLE III

EMPLOYEE RIGHTS

- A. The Borough of Ogdensburg will not coerce or discriminate against any member of the employee unit for its participation or activity relating to salary negotiations, or participation in related areas of this Agreement.

- B. The authorized member of the O.U.-F.O.P. will be excused from on-duty police time, if necessary to handle any Step II grievance matter with the Borough Council, as long as it can be adequately demonstrated to the Chief of Police that such attendance will not hinder normal operations or cause additional cost to the Borough.

ARTICLE IV

VACATIONS

- A. The vacation year shall be from January 1 to December 31. For the purpose of calculating the amount of vacation with pay, only full time, continuous, uninterrupted service in and for the Borough of Ogdensburg shall be counted.
- B. All full time patrolmen and sergeants shall be entitled to vacation with pay based on the following:
 - 1. Up to one year of service, one days vacation for each month of service.
 - 2. After one year and up to five years of service, twelve days.
 - 3. After five years and up to twelve years of service, fifteen days.
 - 4. After twelve years and up to twenty years of service, twenty days.
 - 5. Over twenty years of service, twenty-five days.
- C. Each officer may carry over a maximum of five days vacation to the following year.
- D. Vacation days shall be scheduled and approved by the Chief of Police with sufficient notice of vacation time desired, as authorized by the Chief.
- E. If, because of pressures of the schedule or circumstances beyond the control of the officer where the officer cannot take his entitled vacation days off by the end of the calendar year, upon approval of the Chief, he will be paid an additional days pay (straight time) for vacation days not taken. This shall not apply to five vacation days which may be carried over to the following year.
- F Seniority of the police officers will take preference where applicable.
- G. January 1 will be the anniversary date for the purpose of administering vacation time earned.

ARTICLE V

SALARY GUIDE

- A. The following salary guide shall be in effect for police officers during the life of this agreement. The annual base salary does not include overtime pay, or any other compensation such as, uniform maintenance allowance, longevity, etc.
 - 1. Effective 1/1/90 Annual Base Salary for Patrolman-\$31,481.25
 - Effective 1/1/91 Annual Base Salary for Patrolman-\$34,157.56
 - Effective 1/1/92 Annual Base Salary for Patrolman-\$37,060.51
 - Step 1. Starting Salary-----65% of Patrolmans Salary
 - Step 2. Start 2nd year-----80% of Patrolmans Salary
 - Step 3. Start 3rd year-----90% of Patrolmans Salary
 - Step 4. Start 4th year-----100% of Patrolmans Salary
 - 2. Sergeant shall receive 110% (ONE-HUNDRED TEN) of Annual Base Salary for Patrolman.
- B. The Borough reserves the right to pay a new , full time, regular patrolman, or other officer, a salary according to the minimum starting salary, or more, for a Patrolman or Sergeant as outlined in the duly adopted Salary Ordinance of the Borough.

LONGEVITY

- A. Longevity will be paid at the following percentages:
 - 1. Completion of 5 years of service-----3% of base salary
 - 2. Completion of 10 years of service-----4% of base salary
 - 3. Completion of 15 years of service-----5% of base salary
 - 4. Completion of 20 years of service-----6% of base salary
- B. January 1st of the year the officer was hired will be used to determine years of service.
- C. If for any reason an officers employment with the Borough is terminated, any Longevity payment shall be pro-rated, based on date of termination.
- D. Longevity shall be paid December 1st annually, said payment shall be in the form of a lump sum payment.

ARTICLE VI

HOLIDAYS

- A. The following holidays shall be recognized by all police officers under the terms of this agreement:
- | | |
|----------------------------|--------------------------------|
| 1. New Years Day | 8. Labor Day |
| 2. Day after New Years Day | 9. Veterans Day |
| 3. Presidents Day | 10. Thanksgiving Day |
| 4. Good Friday | 11. Day after Thanksgiving Day |
| 5. Easter Sunday | 12. Christmas Eve |
| 6. Memorial Day | 13. Christmas Day |
| 7. Independence Day | |
- B. The police officers shall also receive any holiday declared as a legal holiday by the Mayor and Council of the Borough of Ogdensburg.
- C. Any officer shall be paid one and one-half times his regular hourly rate (Computed on 2,080 hours per annum) in addition to his regular salary for any holiday hours worked.
- D. Any officer may have the option to receive a Comp Day in lieu of overtime pay for any holiday hours worked.
- E. Any officer whose regularly scheduled day off falls on a holiday shall be entitled to compensatory time off. Such time off shall be given with fifteen days prior notice subject to the Chief's approval, and where the time off does not result in overtime pay for any other officer in the Department.
- F. If, because of the pressures of the schedule, an officer cannot take his Holiday comp days (as outlined above) prior to the end of the calendar, upon approval of the Chief of Police, such Holiday comp days not taken shall be paid to the officer as additional straight time by the end of the current calendar year.
- G. If any officer's employment with the Borough is terminated for whatever cause, any accumulated Holiday comp days not taken shall be lost, and there shall be no payments made to compensate for lost comp days.

ARTICLE VII

OVERTIME PAY AND COMPENSATION FOR CERTAIN SHIFTS APPLICABLE TO 8-HOUR SHIFT ONLY. (See addendum A for 12-hour shifts).

- A. Any officer shall be paid time and one half additional overtime pay for any consecutive, unscheduled hours worked beyond his normally scheduled shift.
- B. Any officer required to work a shift, or any part of a shift on his day off will be paid at the rate of time and one half overtime pay for any such hours worked.
- C. Any officer shall be paid a minimum of four hours overtime pay at time and one half for any CALL OUT time so long as it is at least one hour prior to the start of his shift.
- D. Any officer shall be paid a flat rate of three (3) hours overtime pay for any court appearance. Any hours past the three (3) hours shall be paid at the rate of time and one half for any such hours worked.
- E. There shall be established in the Police Department a Twenty-Eight (28) Day Work Cycle for all officers. The work cycle shall coincide with the pay periods as set forth by the Borough.
- F. Any officer who is normally scheduled to work in shifts that exceed a total of One Hundred Sixty-Eight (168) hours shall be paid overtime for any additional hours worked in that cycle, notwithstanding any overtime hours accumulated for unscheduled hours worked.
- G. Any officer who is normally scheduled to work a complete shift for more than Six (6) consecutive days shall be paid overtime for any additional days worked.
- H. No officer shall be paid any overtime benefits more than once for the same hours worked.
- I. Any officer who is required to work any shift that begins Eight (8) hours or less, after he has previously completed a full shift, is entitled to an additional Thirty (30) percent pay for that full shift worked. The officer must work a full shift in each instance to qualify for the additional pay. This additional pay shall accumulate and be paid quarterly.
- J. Any officer who works the afternoon shift (1530-2330) on December 24th (Christmas Eve) and/or December 31st (New Years Eve) will be entitled to Four (4) hours additional pay for each full shift worked.

ARTICLE VIII

PERSONAL DAYS

- A. Each officer shall be entitled to personal days off each year based on the following:
 - 1. Upon completion of 2 years of service each officer shall receive four (4) personal days per year.
 - a. Personal days are to be taken with sufficient prior notice to satisfy the Chief of Police of the desired day off, and where such time off does not result in overtime pay for another officer, unless a personal day taken is deemed by the Chief of Police to be an emergency beyond the control of the officer.
- B. Personal days are not cumulative from year to year and every officer shall take his personal days only during the calendar year. There will be no compensation for any personal days not taken by the end of the calendar year.
- C. If an officers employment is terminated with the Borough for whatever cause, any personal days not taken shall be lost and no payment will be made to compensate for lost personal days.

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ARTICLE IX

UNIFORM MAINTENANCE

- A. Each officer shall be paid a Uniform Maintenance Allowance of Six Hundred Dollars per year. This allowance will be payable in two installments:
Three Hundred Dollars in June, and Three Hundred Dollars in December.
- B. Any new officer hired during the contract year will be paid this allowance, pro-rated based on time served in the department.
- C. If an officers employment with the Borough is terminated, for whatever cause, he will be paid this allowance pro-rated, based on time served in the department.
- D. Any mending or repairs to uniforms caused by normal wear or accident while on duty, shall be paid for, in full, by the Borough. Chief of Police shall determine if a uniform is in need of repair or replacement.

ARTICLE X

UNIFORM, PATROL, and AMMUNITION NEEDS

- A. The Borough agrees to provide all uniform needs to insure that each officer has all the proper and required uniform items at all times. All uniform and patrol needs purchased by the Borough are the property of the Borough of Ogdensburg.
- B. The Borough also agrees to supply and furnish patrol needs, such as batteries, etc.
- C. Both sections above will be administered and determined by the Chief of Police or his designee. It is understood that no purchase shall be made without prior approval from the Chief and his signature indicating approval on any such vouchers.
- D. The Borough agrees to furnish each officer with a personal bullet proof vest.
 - 1. Bullet proof vests will be replaced at five year intervals. .
- E. The Borough will provide each officer with 1250 rounds of 9mm ammunition per year, dispensed in a manner determined by the Chief of Police. Fifty (50) rounds shall consist of service ammunition. Twelve Hundred (1200) rounds shall be used for practice purposes only. The Borough will continue to provide any and all ammunition as required for qualifications. There will be no monetary payment in lieu of ammunition.

ARTICLE XI

PERSONAL MOTOR VEHICLES

- A. Any police officer using his own vehicle as transportation on approved Department business, as determined by the Chief of Police, will be compensated at the rate of \$.20 per mile.
- B. Any police officer using his own vehicle as transportation for in-service schools, seminars or courses scheduled and approved by the Chief of Police, or his designee, will be paid for all tolls. If meals are not provided at such schools, the officer will also be granted a meal allowance not to exceed \$5.00 per day, and documentation will be necessary.
- C. The Borough will provide transportation at all times for patrol and police purposes. A privately owned vehicle may be used in cases of extreme emergency as determined by the Chief, and then only on a most restricted basis.

ARTICLE XII

GRIEVANCE PROCEDURE

A. DEFINITION

A grievance is any dispute between the parties concerning the application or interpretation of this agreement or any complaint by an employee as to any action or non-action taken towards him which allegedly violates any right relating to wages, hours, and working conditions arising out of his employment.

B. PURPOSE

1. 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.
2. Nothing contained herein shall be construed as limiting the right of the employee or the Borough having a grievance to discuss this matter informally with the Chief of Police or his supervisory designee and having the grievance adjusted without the intervention of the O.U. - F.O.P.

C. STEPS OF THE GRIEVANCE PROCEDURE

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement.

Step 1. A grievant shall present the grievance to the Chief of Police or his supervisory designee within ten (10) calendar days of the occurrence. The Chief or designee shall attempt to adjust the matter and shall respond to the grievant within five (5) calendar days. Failure of the grievant to act within the ten (10) calendar days shall be deemed to constitute an abandonment of the grievance.

Step 2. If the grievance has not been settled, it shall be reduced to writing and presented to the

ARTICLE XII Cont'd.

Chief within five (5) calendar days after the supervisor's response is due. The Chief shall respond to the grievant in writing within five (5) calendar days.

Step 3. If a Borough grievance remains unadjusted after Step 2, the Borough Council or their representative, shall notify the "O.U.-F.O.P." in writing within seven (7) calendar days after the response of the Chief is due, advising of a hearing scheduled by the Borough Council within fifteen (15) days of said notification. The purpose of the hearing is for all parties concerned to resolve the grievance.

Step 4. ARBITRATION

- a. If no satisfactory resolution of the grievance is reached at Step 3, then within twenty (20) calendar days the grievance shall be referred to the Public Employment Relations Commission for the selection of an arbitrator, pursuant to the rules of PERC. The decision of the arbitrator shall be final and binding upon both parties. The expense of such arbitration shall be borne equally by both parties.
- b. The arbitrator shall have no authority to add or subtract from the Agreement.
- c. 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 governing body or its representative on the grievance.

ARTICLE XIII

PENSION PLAN

- A. The Borough shall continue, for the lifetime of this Agreement, to pay the Borough's portion of pension costs under the Public Employees' Retirement System of New Jersey. It is understood that all rights of employees are subject to the applicable plan.

ARTICLE XIV

PROFESSIONAL DEVELOPEMENT

- A. All members of the Ogdensburg Police Department will be allowed an opportunity for available police-related schooling or seminars, with the schedule and budgetary circumstances permitting. Decisions concerning such schooling shall be determined by the Chief of Police and based upon his evaluation of department needs. Any costs connected with such training shall be provided by the Borough.
- B. The nature of police-related schooling shall consist of but not necessarily be limited to, training in traffic, Crash Injury, Criminal Investigation, Motor Vehicle Accident Investigation, etc. as offered by the New Jersey State Police Training Center in Sea Girt, or the Morris County Police and Fire Academy, or their equivalent.
- C. The Borough agrees to pay each officer the sum of Forty-Five Dollars (\$45.00) per credit, up to a maximum of Twelve (12) credits per year, for any college credits earned or acquired during the contract year only.
 - 1. Payment for any credits earned shall be for courses mandated by curriculum to attain an Associate's or Bachelor's Degree in Police Science.
 - 2. Proof of passing grade and earned credit must be submitted prior to payment.
- D. Each officer shall be responsible for any and all costs related to college credits for which he is paid under paragraph C.

ARTICLE XV

SICK LEAVE

A. Service Credit for Sick Leave

1. All permanent employees or full time provisional employees shall be entitled to sick leave with pay, based on their aggregate years of service.
2. Sick leave may be utilized by employees when they are unable to work by reason of personal illness or accident.

B. Amount of Sick Leave

1. The minimum sick leave with pay shall accrue to any full time employee on the basis of one working day per month during the remainder of the first calendar year of employment, and fifteen (15) working days every year thereafter.
2. Any amount of sick leave allowance not used in any given calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

C. Reporting of Absence or Sick Leave

If an employee is absent for reasons that entitle him to sick leave, the Chief of Police or his designee, shall be notified promptly, and whenever possible, prior to the employee's starting time. Failure to do so may be cause of denial of the use of sick leave for that absence, and constitute cause for disciplinary action. Absence without notice for three (3) consecutive working days shall constitute a resignation.

D. Verification of Sick Leave

1. An employee who shall be absent for five (5) or more consecutive working days on sick leave, shall be required to submit acceptable medical evidence substantiating the illness.
 - a. An employee who has been on sick leave for a period totaling ten (10) days in one calendar year consisting of periods of less than five (5) days,

ARTICLE XV cont'd

shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring absences of one day or less, in which case only one certificate shall be deemed necessary for a period of six (6) months

b. 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 the cause of disciplinary action.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

3. 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 to duty will not jeopardize the health of other employees.

E. Compensation for accumulated Sick Days

Any officer who is eligible for retirement according to the rules and regulations of the pension plan in effect at the time of retirement, shall, upon retirement, be compensated for 75% (seventy-five) of a maximum of 270 (Two Hundred-Seventy) accumulated sick days not taken. Said payment will be based on the average of the last two (2) salary years, or highest two (2) salary years, whichever is greater. Each officer shall choose one of the following two options:

OPTION 1. Payment will be made in 26 (Twenty-six) installments, said payments to coincide with the Borough pay periods, first payment will be made on the first pay period after retirement.

ARTICLE XV cont'd

Option 2. Payment of 50% (Fifty) of total money due, will be made upon date of retirement. Payment of the remaining 50% (Fifty) of money due will be made one (1) calendar year after retirement. Second payment shall include any interest gained from a one (1) year certificate of deposit, based on the highest rate of attainable from either of the Boroughs two "Banks of Deposit".

1. Each officer shall advise the Borough Treasurer when he is one (1) year from being eligible to retire.
2. Each officer shall advise the Borough Treasurer of proposed date of retirement as soon as possible before actual retirement

ARTICLE XVI

DEATH IN FAMILY

In the event of a death in the immediate family of a regular full time employee, the employee shall be entitled to three (3) days pay, for the time lost on consecutive days beginning on the day of death or funeral which the employee would otherwise have worked as a normal regularly scheduled work day, with no payment to be made for any of the said three (3) consecutive days which said employee is not scheduled to work, or for any time not worked for which the employee is otherwise paid. The employer may request reasonable evidence to support an employee's claim for benefits under this article.

ARTICLE XVII

HOSPITALIZATION AND INSURANCE

- A. The Borough shall continue to provide enrollment in the Travelers Group Major Medical Policy, or equivalent, which is the current policy for this contract. This policy includes a \$15,000.00 death benefit. This coverage is for all full time employees of the Police Department who have been on the payroll as full time police officers for three (3) months. Any new officer will be enrolled at the beginning of the fourth (4th) month of employment or as soon as possible under the provisions of the plan, or plans. Payment of premiums for major medical coverage shall be paid entirely by the Borough.
- 1. Any officer who is eligible for retirement according to the rules and regulations of the pension plan in effect at that time, shall continue to be enrolled in the same plan/plans as this article provides for the full time regular officers, from the date of retirement till age 65. If the member is or becomes enrolled in another plan providing the same coverage from another source, this benefit shall cease at that time.
- B. The Borough, may, at its option, change any of the plans, or carriers, so long as the same benefits are provided. Before any change the "O.U.-F.O.P." will be notified to assure the same.
- C. Upon an employees termination, insurance coverage will be discontinued on the last day of the month of said termination, with the exception of the retirement section of this article. (Section A-1).
- D. During approved leaves of absence, the employer shall continue to provide the coverages as described in this article.
- E. All rights, benefits, eligibility requirements, etc., shall be governed by the applicable policy of insurance.
- F. The Borough shall continue to provide Blue Cross enrollment under the Borough of Ogdensburg Group Policy during the contract year, for all full time employees of the police department. The cost of such enrollment shall continue to be paid by the Borough.
- G. The Borough will allocate the sum of Four Hundred Dollars(\$400.00) per year, per officer, to be used for Eye Examinations, Eye Glasses, or any dental work, or any combination thereof.
 - 1. This allocation is per year, per officer, and not cumulative from year to year.
 - 2. If for any reason an officer is terminated during the year, any unused allocation shall be lost.
- H. The Borough will enroll each officer in the State of New Jersey Disability plan. The cost of said plan will be shared equally by the Borough and each officer.

ARTICLE XVIII

LEGALITY

Any provision of this Agreement found to be in violation of any existing or future local, state or national legislation, shall be subject to re-negotiation by the parties. Only those provisions in dispute shall be affected; all other terms and conditions of this Agreement shall remain unaffected.

ARTICLE XIX

ADDENDUM A

In the event the police officers of the Borough of Ogdensburg are scheduled to work 12-hour shifts, the following Overtime Pay And Compensation For Certain Shifts shall replace those outlined in ARTICLE VII.

- A. Any officer shall be paid time and on-half additional overtime pay for any consecutive, unscheduled hours worked beyond his normally scheduled shift.
- B. Any officer shall be paid a minimum of two hours overtime pay for any special duty required during his normal time off, except for court time.
- C. Any officer shall be paid a flat rate of two hours overtime pay for any municipal court appearances required during his normal time off, regardless of the amount of hours worked.
- D. Any officer shall be paid a minimum of two hours overtime pay and a maximum of four hours overtime pay for any court appearance required during his normal time off for any other court other than a municipal court. Any hours beyond the four hours maximum shall be paid straight time, regular hourly rate.
- E. There shall be established in the Police Department a 28-day work cycle for all officers, beginning on the first pay period in January, and shall continue thereafter through the course of the year. The work cycle shall coincide with the pay periods as set forth by the Borough.
- F. Any officer who is normally scheduled to work a complete shift for more than four consecutive days shall be paid for any additional days worked.
- G. No officer shall be paid overtime benefits more than once for the same hours worked.

ADDENDUM A Cont'd

- H. Any officer who is required to work on any shift that begins 12 hours or less, after he has previously completed a full shift, is entitled to time and one-half for any hours worked.
- I. Any officer who works the second shift (6 P.M. to 6 A.) on December 24 (Christmas Eve) and/or December 31 (New Years Eve) will be entitled to a total of six hours additional straight time pay.
- J. Any officer required to work more than Eighty (80) hours in any 14-day pay period will be paid time and one-half overtime for any such hours worked, provided he has not already been paid overtime pay for the same hours under any other terms of this agreement.

DURATION OF AGREEMENT

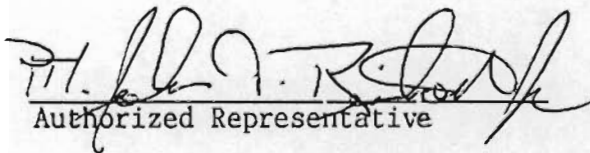
This agreement shall be in full force and effect as of January 1, 1990 and shall remain effective up to and including December 31, 1992. This agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice in writing at least ninety days (90) prior to the expiration of this agreement, of a desire to change, modify, or terminate this agreement.

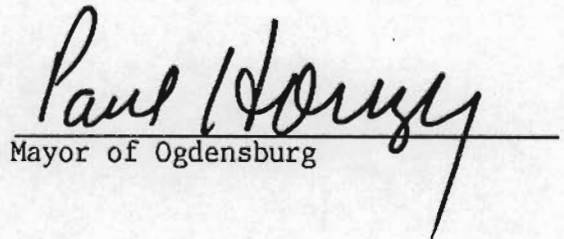
IN WITNESS THEREOF, the parties hereto have hereunto set their hand and seals this 15th day of January 1990.

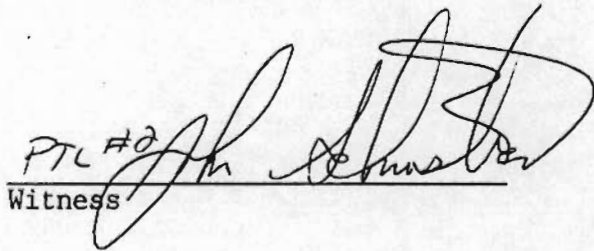
OGDENSBURG UNIT
FRATERNAL ORDER
OF POLICE- FRANKLIN
LODGE # 57

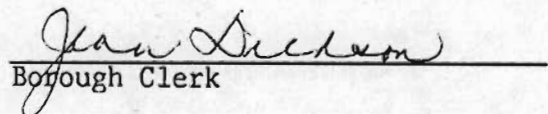
BOROUGH OF OGDENSBURG

I hereby consent to
the entry of the
within contract


Authorized Representative


Mayor of Ogdensburg

PTL #2

Witness


Borough Clerk