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AGREEMENT
BETWEEN
BOROUGH OF POMPTON LAKES
AND
POMPTON LAKES POLICEMEN'S BENEVOLENT ASSOCIATION
LOCAL NO. 161

JANUARY 1, 2017 THROUGH DECEMBER 31, 2017

STRUBLE RAGNO
JOSEPH J. RAGNO, JR., ESQ.
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RIVERDALE, NJ 07457
(973) 831-7774

CONTRACT

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

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ARTICLE I
RECOGNITION

Section 1

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

Section 2

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

Section 3

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

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ARTICLE III

CEREMONIAL ACTIVITIES

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

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

Police Officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral service unless otherwise agreed to by the Chief of Police.

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

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

Section 3

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

Section 4

All employees covered by this contract who are recalled to duty for Court time or any other work related purposes shall be provided with a minimum of 2 hours compensation at the appropriate rate as defined above.

Section 5

A callout for private non-Borough work as a traffic director or for security work shall have a four-hour minimum. The minimum four hour call out shall be paid in

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ARTICLE VI

HOLIDAYS

Section 1

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

Section 2

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

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

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ARTICLE IX

DEATH IN FAMILY LEAVE

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

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

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

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

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

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

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ARTICLE XI

LONGEVITY

SCHEDULE 1

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

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

SCHEDULE 2

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

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

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ARTICLE XII
UNIFORMS

A. All employees covered by this Contract shall have a complete uniform issued upon appointment and shall thereafter be paid an annual uniform allowance. The annual uniform allowance shall be \$1,100.00 for each year of this agreement, payable in two equal installments of \$550.00 in March and \$550.00 in October of each calendar year.

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

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

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

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

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ARTICLE XIV

MEDICAL INSURANCE AND DISABILITY COVERAGE

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

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

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

C. in addition to any contribution to health insurance premiums by the employee set forth in this agreement for coverage greater than NJ direct 15 coverage, each employee shall be required to pay 1.5% of base salary as a contribution to health care premiums as established by NJSA 40a:10-21, effective May 1, 2017 and for the remainder of this agreement.

D. Regular, full time employees shall be entitled to receive retiree health benefits, equal to the level they were receiving at the time of their retirement, so long as they have served twenty five (25) years in the PFRS Pension System and have served at

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

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

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

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

STEP ONE:

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

STEP TWO.

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

STEP THREE:

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

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ARTICLE XVI

SALARIES

A. The base wage rates for Employees covered by this Agreement who are currently in either **Schedule A-1** or **A-2** are set forth in **Schedules A-1 and A-2**. **Schedule A-1** shall apply to all employees hired before 1/1/2011. **Schedule A-2** shall apply to all employees hire on or after 1/1/2011.

B. The rate of pay for contracted Police service shall be \$75.00 per hour. In addition, the private party utilizing police services shall pay an additional \$10.00 per hour to the Borough. The total cost of police services for private utilization shall be \$85.00 per hour.

The parties agree that all money received from such non-Borough entities for contracting police services shall be governed by Borough ordinances, including but not limited to, the requirement that the entity requesting police services shall place into an escrow account of the Borough (and replenished when and if necessary as determined by the Chief), an amount to be determined by the Chief of Police after review of the needs of the entity, to be provided to him by the requesting entity.

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

The Borough has adopted an Ordinance governing the requirements for private contract police services to be administered by the Chief of Police who will make the determination in each instance whether the traffic director shall be a civilian or police officer.

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ARTICLE XVIII

STRIKES AND LOCKOUTS

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

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ARTICLE XX

SEPARABILITY AND SAVINGS

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

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

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

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ARTICLE XXIII
MANAGEMENT RIGHTS

Section 1

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

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

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

Section 2

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

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ARTICLE XXIV

PBA BUSINESS

Section 1

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

Section 2

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

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SCHEDULE A-2

SALARY SCALE

<u>Rank</u>	<u>Eff.</u> <u>1/1/17</u>
Patrolman	
Academy	
Probationary	36,750
1 st Year	42,737
2 nd Year	46,746
3 rd Year	51,551
4 th Year	56,627
5 th Year	65,351
6 th Year	74,076
7 th Year	82,802
8 th Year	91,528
9 th Year	100,254
10 th Year	104,725
11 th Year	117,029
(Maximum)	

Sergeant

1 st Year	117,486
2 nd Year	121,897
3 rd Year	126,307

Lieutenant

1 st Year	126,663
2 nd Year	131,973
3 rd Year	137,282

Captain

1 st Year	137,818
2 nd Year	143,521
3 rd Year	149,223

An employee shall continue in the probationary/academy salary status pay rate for the first year of employment. Upon achieving the first anniversary date of employment the employee shall then move to the first-year level of compensation and shall continue to move on each successive anniversary date of initial employment until the twelfth (12th) year pay rate is reached.

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

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SCHEDULE B

New Jersey Unemployment Compensation & Temporary Disability Benefits

TEMPORARY DISABILITY TAX RATE DETERMINATION

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

CONTROLLING UNEMPLOYMENT AND TEMPORARY DISABILITY COSTS

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

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

VOLUNTARY CONTRIBUTIONS

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

UNEMPLOYMENT BENEFIT CHARGES

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

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

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