

AGREEMENT

BETWEEN

THE BOROUGH OF NETCONG

AND

NETCONG BOROUGH FRATERNAL ORDER
OF POLICE (F.O.P.)

JANUARY 1, 2014 through DECEMBER 31, 2016

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PREAMBLE

THIS AGREEMENT, made and entered into this 13 day of March, 2014, by and between **The Borough of Netcong**, a municipal corporation, hereinafter referred to as the "**Borough**", and **The Netcong Borough Police Officers F.O.P.**, 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, 2014, irrespective of the date of the Agreement, and shall continue in full force and effect through December 31, 2016.

SECTION II - APPLICABILITY

The provisions of this contract shall apply only to full time employees of the Netcong Police Department, excluding the positions of Chief of Police, Lieutenants, Captains, Special Officers and Police secretaries.

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:

For Officers hired before January 1, 2011

	2014	2015	2016
Probation	\$39,308	\$40,094	\$40,896
1	\$52,103	\$53,145	\$54,208
2	\$55,227	\$56,331	\$57,458
3	\$58,393	\$59,561	\$60,752
4	\$64,604	\$65,896	\$67,214
5	\$71,914	\$73,352	\$74,819
6	\$79,773	\$81,369	\$82,996
7	\$88,221	\$89,985	\$91,785

For Officers hired before January 1, 2011 who have been promoted to the rank of

Sergeant

	2014	2015	2016
Sergeant	\$92,631	\$94,484	\$96,374

For Officers hired after January 1, 2011

	2014	2015	2016
Probation	\$39,308	\$40,094	\$40,896
1	\$45,423	\$46,331	\$47,258
2	\$51,537	\$52,567	\$53,619
3	\$57,649	\$58,802	\$59,978
4	\$63,764	\$65,040	\$66,340
5	\$69,878	\$71,276	\$72,701
6	\$75,993	\$77,513	\$79,063
7	\$82,106	\$83,748	\$85,423
8	\$88,221	\$89,985	\$91,785

For Officers hired after January 1, 2011 who have been promoted to the rank of

Sergeant

	2014	2015	2016
Sergeant	\$92,631	\$94,484	\$96,374

B. 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.

C. 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. Such payment shall be included in the police officer's regular paycheck pursuant to the regular pay cycle. The longevity payment shall become part of the Police Officers base salary and be utilized for the purposes of calculating hourly rate as required by the Fair Labor Standards Act.

D. Overtime shall be paid to all officers working the 12-hour shift schedule after the officer has worked in excess of 171 hours in a 28-day period pursuant to 29 U.S.C. 207(k). Overtime shall also be paid to officers working additional shifts in excess of those regularly scheduled in the 28-day cycle at the request of the Borough or in excess of 12 hours on any shift. The overtime rate shall be calculated by dividing the officer's yearly salary by 2080 and then multiplying the resulting number by 1.5.

E. 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 (1-1/2) times the hours worked.

F. 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 by the Officer, subject to the approval of the Police Chief or his designee, which approval shall not be unreasonably withheld.

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

H. 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.

I. 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 worked, with a minimum guarantee of four (4) hours, at the rate of one and one-half (1 ½) times the top patrolman rate plus \$5.00 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.

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

0-30 hours	Compensatory time only;
31-50 hours	Compensatory time or cash; or
51+ hours	Cash Only

Cash payment, where applicable, shall be in the pay period succeeding the pay period in which the overtime is earned. In those circumstances where the Officer's overtime hours fall between 31 and 50 hours, the Officer shall have the ability to request compensatory time off or a cash payment for said hours.

SECTION V – VACATION TIME

An officer shall be entitled to 2 vacation days after completing the first 6 months of employment with the Borough. Eight (8) additional vacation days, for a total of two weeks (10 days) will be earned after twelve (12) months of service. Additional vacation days shall be earned as follows:

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. Three (3) extra days after the 10th year of service.
5. One (1) additional week (5) days will be earned after fifteen (15) years of service for a total of 23 days vacation leave.

The additional days referred to in numbers 1 through 5 above, shall be credited to the police officers vacation bank as follows: In the event the officers anniversary date falls between January 1st and June 1st, for the sole purpose of computing earned vacation days the anniversary date shall be considered January 1st. Otherwise the additional days shall be earned and credited as of January 1 next proceeding the officer's anniversary date. Vacation days shall not accumulate from year to year, but may be used until April 1 of the year following the year in which they are earned. A police officer who voluntarily leaves the employment of the Borough either through retirement or other employment shall be entitled to pay at straight time for all unused vacation time remaining in that year.

SECTION VI - PAID HOLIDAYS

A. Each police officer covered by this Agreement shall receive thirteen (13) 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 |
| Martin Luther King Day | |

B. 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 J. A police officer upon the termination of his/her employment with the Borough shall not be entitled to pay for any holidays that occur subsequent to his/her date of termination.

SECTION VII - PERSONAL DAYS

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 Police Chief, 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 days straight time for each unused Personal Day. Payment for unused Personal Days shall be made no later than the second pay period of the following year.

SECTION VIII - SICK LEAVE

Sick leave is defined as the absence from duty of any police officer covered by this Agreement for reason of personal illness. Each police officer covered by this Agreement shall be entitled to ten (10) sick days as of January 1 of each year. Any police officer hired after January

1 of a given year shall be entitled to one (1) sick day per month worked, up to a total of ten (10) sick days for the calendar year. Thereafter, any such police officer shall be entitled to ten (10) sick days per calendar year commencing on January 1 next following his or her appointment.

Unused sick days will accumulate year to year in an officer's sick time bank. Upon retirement, which shall be defined as the drawing of a P.F.R.S. pension, an officer shall be entitled to receive payment for one-third (1/3) of the days in his sick time bank, but in no case shall the officer receive payment for more than thirty five (35) full days. (Example: 105 days x 1/3 = 35 days maximum.) An officer shall not be entitled to payment of unused sick time if he/she leaves employment with the Borough for any reason other than retirement.

A physician's certification as to the inability to work will be required after three (3) consecutive days of absence. Failure to provide such a physician's certification shall result in the forfeiture of vacation benefits in the amount of time equal to the absence, or loss of pay if the officer's vacation entitlement has been used during that year. The Borough reserves the right to designate a physician to verify the police officer's inability to work.

Sick leave will not be allowed on an hourly basis. Police officers covered by this Agreement shall be charged one (1) full sick day if the officer leaves before the expiration of one-half (1/2) of his or her shift and one-half (1/2) sick day if the officer leaves after the expiration of one-half (1/2) of his or her shift.

Sick leave shall not be allowed under the following circumstances:

1. A police officer covered by this Agreement fails to timely report to his or her post or fails to notify the Dispatcher within thirty (30) minutes of his or her scheduled starting time, including each successive day of absence due to illness; or

2. A police officer covered by this Agreement fails to remain at home during his or her scheduled shift, except for visits to a health care professional involved in the treatment of the officer, in which case a medical certificate evidencing the visit shall be provided to the Police Chief, upon request, with a copy to the Borough Administrator; or

3. For ordinary medical and dental care, or for any other professional services that may normally be scheduled during an officers off duty time. The utilization of sick leave for

elective medical procedures will not be considered without sufficient medical evidence substantiating the need to schedule such procedures during the officer's regular work day.

All sick time utilized prior to qualifying for disability shall be permanently deducted from the officers' sick time bank. Once the officer qualifies for disability, no further sick days shall be deducted from the officers' sick time bank. During the length of this contract, if a police officer does not have enough time in his sick bank, he/she shall be able to utilize any other time available to the officer to bridge the days until qualifying for disability.

SECTION IX - CLOTHING AND CLEANING

Each police officer covered by this Agreement shall receive the following allowances for uniforms and cleaning:

	<u>Uniforms</u>	<u>Cleaning</u>
2014	\$625.00	\$525.00
2015	\$625.00	\$525.00
2016	\$625.00	\$525.00

The above—stated uniform and cleaning allowances shall be paid in one lump sum in 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 up to three (3) days with pay, depending upon the circumstances, to attend the funeral services and the needs of their family, in the event of the death of their mother, father, grandparents, grandchildren, sister, brother, husband, wife, child, mother-in-law or father-in-law.

SECTION XI - SICKNESS IN FAMILY

In the event of a serious illness in the immediate family (mother, father, sister, brother, spouse or child) an officer will be granted necessary time off with pay, not to exceed three (3) work days for the entire calendar year. If such time off is to go beyond three (3) consecutive work days, the Police Chief or his designee, must obtain the concurrence of the Borough

Administrator 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-three (\$.33) cents per mile, when using his own vehicle for police work or business that has been authorized by the Police Chief or his designee. 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

All Police Officers covered by this Agreement, and all members of their immediate family (wife and children) will be provided with medical insurance coverage under any of the various options offered under the New Jersey State Health Benefits Program. If the Borough chooses a medical insurance program other than the New Jersey State Health Benefits Program, the alternate program must provide benefits which, in the aggregate, are similar to the benefits provided under the New Jersey Direct 10 plan offered as part of the New Jersey State Health Benefits Program. The cost of which to the Officer shall be calculated pursuant to Chapter 78 of the Laws of 2011, Pension and Health Benefit Reform (P.L. 2011 c. 78). In the event that Chapter 78 of the Laws of 2011 sunsets prior to the termination of this contract, the methods established by Chapter 78 of the Laws of 2011 will continue to be utilized to calculate the cost to the Officer for medical insurance coverage. The Borough shall give the Police thirty (30) days advance notice of any change in the Borough's medical insurance program.

A dental plan will be offered to all officers covered under this Agreement. The Borough will pay 100% of the premium for single (employee only) coverage. Any cost over and above

that of single coverage (parent-child, employee-spouse, family) will be split evenly between the Borough and the officer. If more than one plan is offered, the Borough will base its contribution on the least expensive plan available. The employee may opt for a more expensive plan if one is offered by the Borough, but the Borough's contribution rate shall be based on the least expensive plan, with the officer paying the excess.

SECTION XIV – COLLEGE REIMBURSEMENT

The Borough will reimburse an officer covered under this Agreement, for up to 12 credits per year of Undergraduate or Graduate classes, at a cost not exceeding the "Rutgers University" resident rate, and for the cost of all course required textbooks. Reimbursement shall be for class enrollment and course required textbooks only. No reimbursement for travel, meals or any other expenses including study materials and supplies will be considered. Any application fee(s) required to be paid by the officer as a prerequisite to being accepted as a student at the college or university, but not for a specific course, will be the responsibility of the officer.

The officer shall submit his final grade to the Borough Administrator within two weeks of being notified of same. If the officer does not obtain a grade of "C" or better, the officer will be required to reimburse the Borough for all payments made by the Borough on behalf of the officer for the specific class. The officer shall reimburse the Borough within 30 days of the Borough's request for same, or the Borough shall have the right to make deductions from the officers pay.

Any officer who accepts reimbursement from the Borough for college tuition must remain employed with the Borough for at least 2 years after completing his/her last class. If the officer leaves his/her employment during said 2 year period, he/she shall be responsible to fully reimburse the Borough for all expenses paid by the Borough on the officer's behalf for courses taken during that prior 2 year period. Police officers shall only be entitled to tuition reimbursement for courses in Public Administration, Criminal Justice, or any other field of study that is first approved in writing by the Police Chief.

SECTION XV – 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 XVI - 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 XVII - 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 XVIII - 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 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 XIX – 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 6:00 p.m. to 6:00 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 sleeve 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.

F. The Borough shall continue the twelve (12) hour shift schedule (Pitman Schedule) consisting for a 28-day work cycle with fourteen (14) days on and fourteen (14) days off. The inclusion of this shift schedule herein shall not be deemed a waiver of the Borough's managerial prerogative to determine the length of shifts or work schedule in the future.

G. Each Police Officer covered by this Agreement shall receive a yearly stipend of \$2,000.00 for being certified as an Emergency Medical Technician (EMT). The \$2,000.00 stipend shall be paid on December first of each calendar year. The \$2,000.00 EMT stipend shall not become part of the Police Officer's base salary, except for purposes of calculating hourly rate as required by the Fair Labor Standards Act. If for any reason a Police Officer loses his/her EMT Certification, the \$2,000.00 stipend shall be forfeited.

SECTION XX – 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 unless there is no chief, then to the Director of Public Safety or his designee, 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 Director of Public Safety, whichever the case may be, 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.

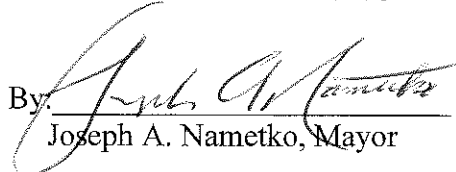
(2) It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the employer's governing body or its representative on the grievance.

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

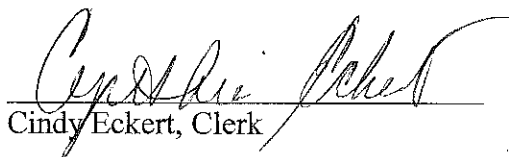
(4) The cost of the arbitrator shall be borne equally by the parties but each party shall be responsible for such other costs as he may incur.

IN WITNESS WHEREOF, the parties hereby have caused this agreement to be signed by their duly authorized President, this 14th day of March, 2014.

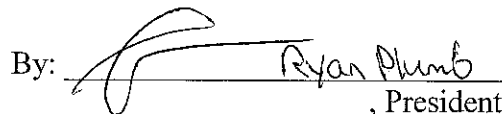
BOROUGH OF NETCONG

By: 
Joseph A. Nametko, Mayor

ATTEST:


Cindy Eckert, Clerk

NETCONG BOROUGH F.O.P.

By: 
Ryan Plumb, President

WITNESS:

