

**COLLECTIVE NEGOTIATIONS AGREEMENT
BETWEEN
THE BOROUGH OF BOGOTA
AND
UNITED PUBLIC SERVICE EMPLOYEES UNION
BOGOTA UNIT**



JANUARY 1, 2012 THROUGH DECEMBER 31, 2014

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ATTORNEY FOR THE
BOROUGH OF BOGOTA**

THIS AGREEMENT, made this 16th ^Q day of January, 2013, by and between the Borough of Bogota, a body politic and corporate of the State of New Jersey, (hereinafter referred to as the "Employer") and the United Public Service Employees Union (Bogota Unit) (hereinafter referred to as the "Union").

WHEREAS, the Employer has recognized, pursuant to N.J.S.A. 34:13A-1 et seq., the Union as the majority representative of all full and part time blue collar employees of the Employer's DPW as set forth herein with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement; and

WHEREAS, the Employer and the Union recognize it be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to the end that continuous and efficient service will be rendered to and by both parties.

NOW THEREFORE, in consideration of the mutual promises set forth herein the parties agree as follows:

ARTICLE 01.00 EMPLOYEES' BASIC RIGHTS

01.01. Pursuant to Chapter 303, Public Laws 1968; the Employer hereby agrees that every Employee shall have the right to freely organize, join and support the Union and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the Laws of the State of New Jersey, the Employer undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce an Employee in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or other Laws of New Jersey or the Constitution of New Jersey and of the United States.

01.02. The Employer further agrees that it shall not discriminate against any Employee with respect to hours, wage or any terms or conditions of employment by reason of the Employee's membership in the Union and its affiliates; participation in any activities with the Employer; or institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or condition of employment, as prescribed by Statutes of the State of New Jersey.

01.03. The term "Employee" as used herein shall be defined to include the plural as well as the singular, and to include females as well as males.

ARTICLE 02.00 EXCLUSIVITY OF UNION

02.01. The Employer agrees that it will not enter into any contract or memorandum of Agreement with anyone but the recognized only with regard to the categories of personnel covered by this Agreement during the term of this Agreement.

ARTICLE 03.00 UNION RECOGNITION

03.01. The Employer recognizes the Union as the exclusive representative for the purpose of collective negotiations with respect to all negotiable terms and conditions of the employment for blue collar employees employed by the Borough of Bogota DPW, excluding management/confidential employees and the classes of employees as excluded by law.

03.02. According to the June 12, 1996 Certification, the following classes of employees are included and excluded:

Included are: All full and part-time blue collar employees employed by the Borough's DPW.

Excluded are: All other employees, DPW Superintendent, all employees represented in other negotiation units, managerial executives, confidential employees, craft employees, police, firefighters, professional employees, white collar employees, and supervisors within the meaning of the applicable statutes.

ARTICLE 04.00 UNION REPRESENTATION

04.01. The Employer recognized the right of the Union to designate representatives with the DPW and alternates for the enforcement of this Agreement.

04.02. The Union shall furnish the Employer in writing the names of the representatives and the alternates and notify the Employer of any changes.

04.03. The authority of the representatives and alternates so designated by the Union shall be limited to, and shall not exceed the following duties and activities;

- A. The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.
- B. The transmission of such message and information which shall originate with, and are authorized by the Union.

04.04. One designated representative shall be granted time with pay during working hours to investigate and seek to settle formal grievances and to attend all meetings and conference of collective negotiation with Employer officials.

ARTICLE 05.00 DUES CHECK-OFF

05.01. Upon presentation to the Employer of a dues check-off card signed by the individual Employee, the Employer shall deduct from such Employee's periodic salaries the amount as set forth on such dues check-off authorization card.

05.02. Thereafter, the Employer shall, as soon as practical, forward a check in the amount of all dues withheld for this purpose to the Union.

05.03. The said Union representative shall be appointed by resolution of the Union and certified to the Employer by the Union.

ARTICLE 06.00 EXISTING LAW

06.01. The provisions of this Agreement shall be subject to the subordinate to, and shall not annul or modify existing applicable provisions of State or Federal Laws.

ARTICLE 07.00 MAINTENANCE OF WORK OPERATIONS

07.01. The parties agree that there shall be no lockouts, strikes, work stoppages, job actions or slowdowns during the life of this Agreement. No officer or representative of the Union shall authorize, instigate, or condone such activities.

07.02. It is understood that violations of the provisions of this Article may subject any Employee participating in or condoning such activity to disciplinary action by the Employer. Such disciplinary action may include termination of employment, or other appropriate lesser form of discipline, subject to applicable provisions of state statute and other applicable provisions of this Agreement.

ARTICLE 08.00 PRESERVATION OF MANAGEMENT'S RIGHTS

08.01. The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to 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:

- A. To the executive management and administrative control of the Borough government and its properties and facilities and the activities of its Employees.
- B. To hire all Employees, and subject to the provisions of law, to determine their qualifications provided at a minimum prospective Employees have a pre-employment physical by a doctor indicating they are physically capable for continued employment or assignment and to promote and transfer Employees.
- C. To suspend, promote, demote, transfer, assign, reassign, discharge, or take any other disciplinary action for good and just cause according to law.

08.02. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority, under Titles 40 and 40A of the Statutes of New Jersey, NJSA 34:13A-1 et seq. or any other national, state, county, or other applicable laws.

ARTICLES 09.00 DATA FOR FUTURE BARGAINING

09.01. The Employer agrees to make available to the Union all relevant data the Union may require to bargain collectively.

09.02. The relevant data noted above shall include, but shall not be limited to such items as salaries and benefits enjoyed by other employee groups, the cost of various insurance programs, information concerning overtime worked by the Employee, the total number sick leave days utilized by the Employee, the total number of injuries on duty and other data of similar nature.

09.03. The Employer shall incur no additional expense by virtue of this Article. This Article shall not apply to any attorney-client work product.

09.04. The Employer shall commence negotiations on a new Agreement with the Union, as soon as practical after receipt of written proposals for new terms or conditions of employment.

ARTICLE 10.00 SALARIES

10.01. The base annual salaries of all Employees covered by this Agreement beginning on January 1, 2006 and for the term of this agreement shall be as set forth on Schedule A.

10.02. The base annual salary for all Employees covered by this Agreement who are hired after January 1, 2012 and during the term of this Agreement shall be \$26,000.

10.03. All Employees shall be entitled to an annual increase in base annual salary for each year of employment provided the Employee has at least six (6) months of employment, during the term of this Agreement, beginning on January 1 of the year following the year in which the employment begins as follows:

2012:	\$0.00 increase in base salary.
2013:	\$1,000.00 increase in base salary.
2014:	\$1,000.00 increase in base salary

ARTICLE 11.00 WORK DAY, WORK WEEK AND OVERTIME

11.01. The normal work day shall be eight (8) hours, which shall include within the eight hour span, thirty (30) minutes of meal time per day. It shall also include one (1) twenty (20) minutes break per day.

11.02. The normal work week shall be forty (40) hours, Monday through Friday.

11.03. The work day of the DPW shall commence at seven (7:00) a.m. except as otherwise directed at the discretion of the Department Head or his designee.

11.04. Work in excess of the Employee's basic eight (8) hour day or basic work week shall be overtime and shall be paid at time and one-half. If an Employee works eight (8) hours overtime at time and one-half, he shall then and thereafter be

compensated at the rate of double straight time until relieved from duty for a minimum of eight (8) hours, go to triple straight time until relieved for a minimum of eight (8) hours. An Employee shall not return to straight time until a rest period of a minimum of eight (8) hours is given.

11.05. Double straight time for paid holidays shall be paid in addition to regular time for such paid holidays so that an Employee shall receive triple straight time for work on paid holidays. If, however, an Employee works more than eight (8) hours on a paid holiday, each additional hour shall be double straight time only. On Sundays which are not paid holidays shall be paid at double straight time. This provision shall not apply for employees hired after January 1, 1997.

All Employees regardless of date of hire shall work the work day, work week and overtime as delineated in this section.

11.06. Snow Storm Emergency - It is the policy of this Borough, the Employer, that no Employee shall work more than sixteen (16) straight hours without a break. In the event of a snow storm or other such emergency only the Mayor declares an emergency, no Employee shall work more than sixteen (16) hours straight without eight (8) hours off for rest, sleep and relaxation, and if necessary, garbage and trash collections shall be cancelled to comply with this provision. If an Employee should have to work more than sixteen (16) hours straight, his pay scale shall be increased one (1) level, straight time to time and one-half, time and one-half to double straight time, and double straight time to triple straight time.

11.07. In no event, shall overtime be paid to Employees during those work hours considered the standard work day for DPW Employees outlined in 11.03.

11.08. Overtime shall be awarded to the most qualified senior employee capable of performing the task at hand. This shall include recalls if necessary.

ARTICLE 12.00 HOURLY RATE

12.01. To compute the base hourly rate of an Employee for overtime or other purposes, the yearly base salary plus longevity, where applicable, shall be divided by 2,080 hours.

ARTICLE 13.00 JURY DUTY

13.01. Employees shall receive regular weekly pay while serving on jury duty, and shall keep pay and mileage received from the County for such jury.

ARTICLE 14.00 RECALL TIME

14.01. Any Employee who is called back to work after his regular eight (8) hours of work shall be compensated at time and one-half with a minimum guarantee of four (4) hours worked or pay in lieu thereof. Time shall be commenced when the Employee arrives at the DPW garage or other designated work site; it shall never include travel time from home.

14.02. Any recognized Borough Holiday which an employee is recalled to work, the first four (4) hours shall be at double the base rate of pay of the employees.

ARTICLE 15.00 LONGEVITY

15.01. Employees hired on or before January 1, 1997 shall receive, in addition to base salary, increments of one (1%) percent of base salary for every three years of service completed after the completion of 10 years of service, to a maximum benefit of ten (10%) percent, and these longevity payments shall be paid as set forth above. These longevity payments shall be paid on a weekly basis and continue as a part of the Employee's regular pay while so employed.

ARTICLE 16.00 VACATIONS

16.01. Each Employee shall receive vacation time during the calendar year based on the following schedule and approval of the Department head and/or Administration. Vacation time is pro-rated according to anniversary date.

1. After six (6) months of service, at total of 5 working days.
2. After one (1) year of service, a total of 10 working days.
3. After five (5) years of service, a total of 15 working days.

4. After ten (10) years of service, a total of seventeen (17) working days.
5. After fifteen (15) years of service, a total of 20 working days.
6. After twenty (20) years of service, a total of 25 working days.

16.02. The order of seniority shall be used to select the first two (2) weeks of each Employee's vacation. After the first two (2) weeks have been selected, the order shall repeat itself for the third and fourth weeks.

16.03 The vacation list shall be posted by February 1st of each year and completed by April 30th.

16.04. Vacation time is taken before December 31st of each year. Vacation time shall not accrue from year to year.

16.05. If an Employee is on vacation and becomes sufficiently ill so as to require in-patient hospitalization, he may have such period of illness and post-hospital recuperation period charged against available sick leave, at his option, upon proof hospitalization and a physician's certificate.

16.06. If a holiday falls within an Employee's vacation time, the Employee shall receive extra day(s) off.

16.07. In the event of the death of an Employee or retirement from service, if any remaining vacation or holiday time remains to be taken by such Employee as of the last day worked on the job, such unpaid vacation and/or holiday pay, at the then rate of pay, shall be paid over to such retiring Employee or the estate of such deceased Employee as the case may be.

16.08. Vacation time shall be deemed accrued in full as of each Employee's anniversary date of employment in the DPW.

16.09. Up to five (5) days of vacation can be sold back to the Borough on an annual basis at the rate of pay in effect as of the date the Employee elected said option, that being no later than November 15th of each calendar year.

ARTICLE 17.00 PERSONAL LEAVE

17.01. Each Employee shall have three (3) personal leave days per calendar year. For purpose of this clause, an Employee shall not be required to advise the Department Head or his designate of the reason for the personal leave day.

17.02. Employees must give the Department Head or his designate twenty-four (24) hours notice of their intention to take a personal leave day and must receive approval from same to insure that the Employer has adequate personnel on hand to perform all necessary functions.

ARTICLE 18.00 HOLIDAYS

18.01. All Employees covered by this Agreement shall be entitled to and shall receive thirteen (13) paid holidays. The holidays shall be those listed on Schedule B included with this Agreement.

18.02. In the event an Employee is required to work on a holiday, he shall receive the holiday rate of pay and not be given another day off.

18.03. In the event a holiday falls on a Saturday, the preceding Friday shall be considered to be the holiday, and in the alternative, if the holiday falls on a Sunday, the following Monday shall be considered to be the holiday.

18.04. In the event an Employee is absent from work, the day before and/or the day after a holiday, said Employee shall not be entitled to holiday pay as stipulated in 18.03, except for those days in which a scheduled vacation and/or personal day was approved.

ARTICLE 19.00 SICK LEAVE

19.01. All full-time Employees shall be entitled to the following sick leave benefits, which shall be non-cumulative;

- A. During first year of service, five (5) working days;
- B. During second and third years of service, fifteen (15) working days; and
- C. During fourth year of service, seventeen (17) working days.
- D. After fourth year of service and all later years, twenty (20) working days.

19.02. The Employer shall have the right to have an Employee who shall be on sick leave to be examined from time to time by a licensed medical doctor who shall report the findings of said examination to the Employer. The costs or charges for the examination shall be paid by the Employer.

19.03. To qualify for payment while absent on sick leave, each Employee who shall be absent from duty on sick leave shall so notify the Department head or his Designate at least one (1) hour before commencement of his work on a daily basis. An Employee who is absent without such notification shall be charged with an unpaid day for each day absent and will be subject to appropriate disciplinary action. If any Employee who is absent without such notification shall be charged with an unpaid day for each day absent for more than five (5) consecutive working days, he shall be required to present a doctor's certificate as proof of his illness.

ARTICLE 20.00 INJURY OR DISABILITY

20.01. Where an Employee covered under this Agreement suffers a work connected injury or disability, the Employer shall continue such Employee at full pay, during the continuance of such work connection injury or disability and the Employee's inability to work at any occupation because of such injury, for a period of up to one (1) year. During such period of time all workers compensation benefits accruing to such Employee for the work connected injury or disability under the provisions of the Workers Compensation Act shall be paid over to the Employer.

20.02. The Employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and present such certificates from time to time.

20.03. The Employer, through the Borough Administrator, may in his/her discretion, assign an Employee to "light duty" work at the Municipal Complex. Work shall be at a minimum of four (4) hours per day. The Employer shall generally avoid "light duty" except in cases where the Employer can guarantee that the Employer shall be assigned to "desk work" that would not violate the Employee's Physician's orders. Otherwise it shall be the Employee's responsibility to remain out of work while recovering from said injury.

20.04. In the event the Employee contends that he is entitled to a period of disability beyond the period established by the treating physician employed by the Employer or by its insurance carrier, then, and in that event, the burden shall be upon the Employee to establish such additional period of disability by obtaining a judgment in the Division of Workers compensation establishing such further period of disability. Finding by said Division or the final decision of the last reviewing court in the event of an appeal, shall be binding upon the parties.

20.05. For the purpose of this article, injury or illness incurred while the Employee is attending a borough-sanctioned training program shall be considered in the line of duty.

20.06. In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, 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.

ARTICLE 21.00 BEREAVEMENT LEAVE

21.01. All permanent full-time Employees covered by this Agreement shall be entitled to three (3) working days leave with pay upon the death of a member of his immediate family.

21.02. Immediate family shall include spouse, children, parents, siblings, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, or any person regularly residing in the household of the employee, and any person designated as legal ward of the employee, such as a niece or nephew.

21.03. Such bereavement leave shall not be charged against the Employee's vacation or sick leave.

21.04. Any extension of absence under this article, however may be at the Employee's option and with the consent of the Department Head or his designate, be charged against available vacation/sick time or be taken without pay for a reasonable period of time.

21.05. In the case of unusual circumstances not specifically covered in this article, bereavement leave may be granted at the discretion of the Department Head or his designate. Such leave shall not be unduly denied without cause.

ARTICLE 22.00 LEAVE OF ABSENCE

22.01. All permanent full-time Employees covered by this Agreement may be granted a leave of absence without pay for a period not to exceed 120 working days on any one occasion in any five year period.

22.02. The Employee shall submit in writing all the facts bearing on the request to the Department Head or his designated representative who shall append his recommendation and forward the request to the governing body. The governing body shall consider each case on its merits and without establishing precedent. The governing body will not unreasonably deny an Employee's request for a leave of absence.

21.03. This leave is subject to renewal for reasons of personal illness, disability or other reasons deemed proper and approved by the Employer. It may be granted only when the Employee has used his accumulated sick and vacation leave in the case of an illness or his vacation leave if leave without pay is requested for reasons other than illness.

22.04. Seniority shall be retained.

ARTICLE 23.00 MEDICAL AND DENTAL COVERAGE

23.01. The Employer shall provide and pay for medical coverage through the Bergen Municipal Employees Benefit Fund Point of Service (POS) Medical Plan for Employees covered by the Agreement, their spouses and their families. Co-payments by Employees shall be \$20.00 for in network providers. Out of network provider benefits will be subject to a \$500.00 per person and \$1,000.00 per family annual deductible.

23.02. The Employer shall provide and pay for dental insurance coverage for Employees covered by this Agreement and their families. Said Dental Plan shall be originally designated as "Proposed Dental Program for Bogota Township, Program 1," provided by New Jersey Dental Service Plan, Inc., and dated August 9, 1983.

23.03. The Employer shall provide a full family drug prescription program for Employees covered by this Agreement. The program shall be on a \$10.00/\$30.00/\$50.00 dollar co-payment basis.

23.04. All benefits under this Article shall be continued for a retiring Employee and his family until December 31st of the year in which he completes his terminal leave to the extent that is permitted by medical coverage program and the carrier providing same.

23.05. The Employer shall reimburse Employees covered by this Agreement, the cost of an eye examination at the rate of fifty (50%) percent of the cost of the examination, not to exceed \$40.00. Said reimbursement shall only be made upon submission of proof that the examination was conducted.

23.06. The Employer reserves the right to change the carrier providing the medical coverage referred to in Article 23.01 - 23.03 providing, however, that the benefits to be furnished by a replacement carrier shall be at least the equivalent of the benefits presently being furnished or better. The Employee representative shall be notified fifteen (15) days prior to any change in carrier.

23.07. The Employees hereby agree to participate in mandatory cost containment services programs being a pre-admission certification program and a second surgical opinion program.

23.08. If an Employee's spouse is employed by the Borough, then the Borough is obligated to provide primary coverage to only one Employee, and the second Employee shall be covered as a spouse only.

ARTICLE 24.00 PERSONNEL FILES

24.01. A separate personnel history file shall be established and maintained for each Employee covered by this Agreement; personnel history files are confidential records and shall be maintained in the Office of the Borough Clerk or the Borough Clerk's designated representative.

24.02. Any member of the DPW may, by appointment, review his personnel file but this appointment for review must be made through the Department head or his designated representative.

24.03. Whenever a written complaint concerning an Employee or his actions is to be placed in his personnel file, a copy shall be made available to him, and he shall be given the opportunity to rebut it if he so desires and he shall be permitted to place said rebuttal in his file. Any item added to the file shall be initialed or signed by the Employee.

24.04. All personnel history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom.

ARTICLE 25.00 MILITARY LEAVE

25.01. Military leave for Employee training or serving with the National Guard or Armed Forces of the United States shall be granted in accordance with the laws applying to such cases.

ARTICLE 26.00 PENSION

26.01. The Employer shall provide pension and retirement benefits to Employees covered by this Agreement pursuant to the provisions of the Statutes and Laws of the State of New Jersey, more particularly N.J.S.A. 43:1, et seq.

26.02. The Employer shall pay the Public Employees Retirement System, of which the Employer is a member, such amounts which are levied by the system on behalf of the Employer.

26.03. It is agreed that in the event that the parties have a dispute as to whether a payment should or should not be made to the appropriate retirement fund, the, in that event, resolution of said dispute shall be made by the appropriate fund and the parties to this Agreement agree to be bound thereby.

ARTICLE 27.00 DISCIPLINE

27.01. An Employee may be appropriately disciplined for violation for rules and regulations and may be discharged for good and just cause, all subjects to and pursuant to applicable Laws of the State of New Jersey. Any Employee who believes he was unfairly disciplined may utilize the provision of the Grievance Procedure.

ARTICLE 28.00 SAVINGS CLAUSE

28.01. It is understood and agreed that if any portion of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, the remainder of this Agreement or the application of such provisions to other persons or circumstances shall not be affected thereby.

ARTICLE 29.00 FAMILY LEAVE

29.01. Family leave without pay may be granted at the request of an Employee in accordance with the provisions of the New Jersey Family Leave Act, the Federal Family and Medical Leave Act, and all regulations promulgated thereunder.

ARTICLE 30.00 NO WAIVER

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

30.02. This Agreement is not intended and shall not be construed as a waiver of any or benefit to which the Employees herein are entitled by law.

ARTICLE 31.00 TERMINAL LEAVE

31.01. Employees hired prior to January 1, 1997, shall be entitled to a terminal with pay for a period of three (3) months which shall be utilized in the three month period immediately preceding the Employee's retirement date. Any retiring Employee shall notify the governing body in writing of his intent to retire six (6) months before his retirement date.

31.02. Employees hired after January 1, 1997 shall not be entitled to be paid terminal leave.

ARTICLE 32.00 SENIORITY

32.01. Traditional principles of seniority shall apply to Employees of this Agreement. Such principles shall apply to lay-off, recall transfer any other similar acts. Seniority is defined to mean the accumulated length of service within the rank and file of the DPW. Time in service shall not be reduced by lost time due to an absence from his employment for a bona fide illness or injury certified by a physician not in excess of one (1) year. Such certification shall be subject to review by any physical mutually acceptable to the parties.

ARTICLE 33.00 LIFE INSURANCE

33.01. The Employer shall provide, at its own cost and expense and without cost to the Employee, a life insurance policy in the fact amount of \$7,500.00 per Employee, with a double indemnity provision.

ARTICLE 34.00 CLOTHING ALLOWANCE

34.01. Each Employee, once they are off probation and a full time employee shall receive a clothing allowance, payable on the Friday following the first regular meeting of the governing body in November of each year. The amount of the clothing allowance shall be as follows:

2012: Nine Hundred (\$900.00) dollars.
2013: Nine Hundred Fifty (\$950.00) dollars.
2014: One Thousand (\$1,000.00) dollars.

34.02. The basic uniform for Employees covered by this Agreement shall be:

3 summer pants
3 summer shirts
2 lightweight jackets
2 Summer Shorts*
3 winter pants
3 winter shirts
2 winter jackets with liners
1 pairs of work shoes
1 rain gear consisting of 1 raincoat and 1 pair of rain boots

*The Employee shall have the option to wear shorts between May 15th and September 15th provided they are not cutoffs. Shorts must be hemmed, neat, at least mid-thigh in length so that the

staff maintains a professional appearance at all times. The Borough shall review the list of duties that would require long pants, provide the list to the Employees, and discuss any changes with the Union on a yearly basis.

34.03. If the Employer decides to change the uniform or any part thereof, the Employer shall provide each Employee, free of charge, any such item.

34.04. Utilization of Article 34.03 shall not diminish the clothing allowance set forth in this Agreement.

34.05. Any Employee uniform which is required by him in his capacity as a member of the DPW, which may be damaged during the course of his employment shall be replaced at the expense of the Employer with the approval of the DPW Commissioner, except if such damage is caused by negligence of the Employee. Any such payments made under this section shall be in addition to the Employee's annual clothing allowance otherwise referred to in this Agreement and shall be made to the Employee within thirty (30) days of reporting of same.

34.06. The calculation for benefits under Article 34.01 shall be prorated for any new Employee hired any time after January 1st and shall not be included in the Employee's base pay.

ARTICLE 35.00 SAFETY AND HEALTH

35.01. The Employer shall, at all times, maintain safe working conditions to insure maximum safety for all Employees and shall provide Employees with appropriate equipment and devices toward that end. It is mutually recognized that safety is of major importance to both the Employer and the Union. A Safety Committee shall be established to work with management in helping to insure the utmost safety in the work environment.

ARTICLE 36.00 SEPARATION FROM EMPLOYMENT

36.01. Upon separation from employment, the Employer shall pay the Employee all monies due and owing the Employee.

36.02. Severance - any Employee resigning from the department must give two (2) weeks' notice to the Department Head or his designate of his decision to leave the department. The Employer must have two (2) weeks' notice to any Employee it intends to layoff or discharge for any reason and in the event the Employer lays off or discharges any Employee, and the Employee has been employed for five (5) years or more and the

Employer fails to give two (2) weeks' notice herein required, then in that event the Employer must pay such Employee two (2) weeks' notice herein required, then in that event the Employer must pay such Employee two (2) weeks' severance pay. This does not, and never, applies where the discharge is for good cause as provided in Articles 7.02 and 27.00 of this Agreement.

ARTICLES 37.00 TELEPHONE

37.01. Each Employee shall be required to submit a telephone number to the Department Head or his designate which can be the contact point for Employees who may be contacted to be available as needed for emergency or call back. It is the option of the Employee to provide such telephone number - either landline or cellular - with the understanding that the number provided shall be the most likely point of contact. Each Employee shall be required to report any change of his telephone number or most likely point of contact. Employee shall submit his pager number, if they have one and shall report any change of his pager number.

37.02. The Employer shall not release the Employee's telephone number to any unauthorized person without an express written authorization to do so by such Employee.

ARTICLE 38.00 PROBATIONARY EMPLOYEES

38.01. Newly hired Employees shall be classified as probationary Employees during the first ninety (90) days of employment, after which probationary employment, said Employee shall be the benefits of this Agreement. Each new Employee shall then become eligible for the health, hospitalization, dental, prescription and life insurance benefits pursuant to the terms and conditions of each of those programs.

38.02. Upon completion of the six (6) months probationary period, the Department Head or his designate shall submit to the governing body, or their designate, a written performance evaluation on said Employee, containing his recommendation as to continued employment; all final decisions regarding continued employment remain with the governing body.

ARTICLE 39.00 GRIEVANCE PROCEDURE

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

39.02. For purpose of this Agreement, the term "grievance" means any complaint, difference or dispute between the Employer and any Employee with respect to the interpretation, application, or alleged violation of any of the provisions of this Agreement.

39.03. The four step grievance procedure shall be as follows:

STEP 1: An Employee having a grievance shall present it orally, either individually or in the presence of the Union steward or a member of the Union shop committee, to his/her immediate supervisor within ten (10) working days after the occurrence or knowledge of the occurrence of the matter being grieved.

STEP 2: If the Employee does not receive a response within ten (10) days or is not satisfied with the response, then the Employee may file an appeal in writing to the Borough Administrator within ten (10) working days of the supervisor's response or failure to respond as set forth above. Thereafter, the Borough Administrator shall discuss the grievance with the aggrieved Employee and/or the Union shop committee as he/she deems appropriate and, within ten (10) days of receipt of the appeal, shall deliver a written decision that shall:

- A. adjust the grievance, or
- B. find the grievance unjustified, or
- C. advise the Employee that the adjustment of the grievance is beyond his or her authority.

STEP 3: If the grievance is not adjusted to the satisfaction of the Employee, he or she shall file a written appeal with the Mayor and Council within ten (10) working days of the Administrator's decision. The appeal shall include copies of all prior documentation submitted to the Employee's supervisor, the written decisions of the Employee's supervisor and the borough Administrator, and a statement of the basis for the appeal. The Mayor and council shall issue its written decision within twenty (20) working days after receipt of the appeal and all of the supporting documents, unless the parties agree to an extension. If the Mayor and Council fails to so respond, then the Borough Administrator's decision shall be affirmed.

STEP 4: If the grievance cannot be resolved at Step Three of the procedure, the Union shall have twenty-five (25) days to file for binding Arbitration pursuant to PERC regulations. The Arbitrator shall be designated by PERC and the cost shall be borne equally by the Union and the Borough.

39.04. All grievances shall be presented in writing and shall specify the occurrence being grieved and the relief sought by the grievant.

39.05. Failure of an aggrieved Employee to pursue any grievance to the next step, in accordance with the time limits set forth herein, shall constitute abandonment of the grievance, unless both parties agree to a waiver or extension of the applicable time period.

ARTICLE 40.00 GENERAL

40.01. This Contract shall not be modified unless the modification is in writing and is signed by authorized representatives of both parties.

40.02. This document constitutes the sole and complete agreement between the parties and embodies all the terms and conditions governing the Employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals of any subject that is or may be subject to collective bargaining.

40.03. If any clause contained in the agreement is hereafter found to be illegal, the clause shall no longer apply to this contract, but the balance hereof shall remain in full force and effect.

40.04. Errors in payment of wages shall be corrected during the week following the discovery of the error, provided the Employee has brought the error to the attention of the Employer in writing, through their supervisor, in sufficient time for the error to be corrected.

40.05. Each individual executing this Contract represents that he or she is empowered, authorized, and directed to execute this Contract on behalf of the entity listed below.

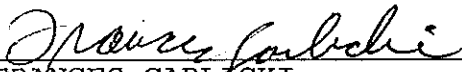
ARTICLE 41.00 TERM OF AGREEMENT


41.01. This Agreement shall take effect January 1, 2012 and shall terminate on December 31, 2014 or until a successor Agreement is executed.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals, or caused their proper corporate seal to be hereto affixed, the day and year first above mentioned.

ATTEST:

Borough of Bogota

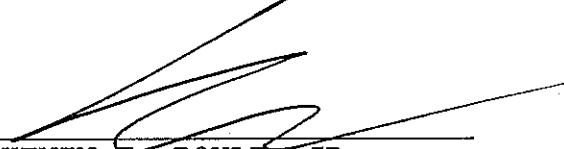

FRANCES GARLICKI,
Borough Clerk

By: 
PATRICK H. McHALE, Mayor

ATTEST:


United Public Service
Employees Union (Bogota Unit)

1/16/17

By: 
KEVIN E. BOYLE, JR.
PRESIDENT

1/16/17

By: 
JAMES GANGALE
REGIONAL DIRECTOR

By: 
DAN KLIMA
SHOP STEWARD

SCHEDULE A

BASE SALARIES

All salaries effective January 1, 2011 and on dates indicated shall be as follows:

A. Foreman shall be paid an annual stipend of \$4,500 that shall be added to the base salary and shall be in excess of the salary that would otherwise be payable in accordance with this Schedule and this Agreement.

B. Driver operator at top of scale as of January 1, 2012.

<u>Effective Date</u>	<u>Annual Salary</u>
January 1, 2012	\$60,100

C. Laborers:

<u>Effective Date</u>	<u>Annual Salary</u>
January 1, 2012	\$26,000

D. Driver operators hired or promoted after January 1, 2006 or not at top of scale as of December 31, 2011:

1. Base Salary \$26,000

2. In addition to any Incremental raises and/or longevity, each employee with a minimum of six (6) months of service shall receive the following annual increases.

January 1, 2012:	\$0.00
January 1, 2013:	\$1,000.00
January 1, 2014:	\$1,000.00

3. Salary increments as follows based upon the employee's anniversary date as a driver operator:

<u>Step 1</u>	- After	12 months	\$3,750
<u>Step 2</u>	- After	36 months	\$3,500
<u>Step 3</u>	- After	60 months	\$3,100
<u>Step 4</u>	- After	84 months	\$3,250
<u>Step 5</u>	- After	108 months	\$3,250

4. Laborers employed by the Borough who are promoted to driver operator will start at a salary at their current annual salary rate plus the Step 1 increment referred to above if the employee has been employed by the Borough for at least one year as of the date of the promotion.

SCHEDULE B

HOLIDAYS

New Year's Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving
Christmas



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AGREEMENT
BETWEEN
THE BOROUGH OF BOGOTA
AND
THE BOGOTA POLICE LODGE, 161, NJSFOP LABOR COUNCIL
(BOGOTA UNIT)

January 1, 2011 THROUGH December 31, 2013

Prepared By:
JOSEPH G. MONAGHAN, ESQ.
11 State Street
Hackensack, NJ 07601

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ARTICLE I - PREAMBLE

A. This Agreement, made this 19 day of January, 2012, by and between the **BOROUGH OF BOGOTA**, a body politic and corporate of the State of New Jersey, hereinafter referred to as the "Employer", and **THE BOGOTA POLICE LODGE 161, NJSFOP LABOR COUNCIL** only, hereinafter referred to as the "Union".

B. Whereas, the Employer and the Union recognize that it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to the end that continuous and efficient service will be rendered to and by both parties.

NOW, THEREFORE, it is agreed as follows:

ARTICLE II- EMPLOYEES' BASIC RIGHTS

A. Pursuant to Chapter 303, Public Laws 1968, the Employer hereby agrees that every Employee shall have the right freely to organize, join and support the Union and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the Laws of the State of New Jersey, the Employer undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any Employee in

the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or other laws of New Jersey or the Constitution of New Jersey and of the United States.

B. The Employer further agrees that it shall not discriminate against any Employee with respect to hours, wages or any terms or conditions of employment by reason of his membership into the Union and its affiliates, his participation in any activities of the Union and its affiliates, collective negotiations with the Employer, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment as prescribed by the Statutes of the State of New Jersey.

ARTICLE III - EXCLUSIVITY OF UNION REPRESENTATION

A. The Employer agrees that it will not enter into any contract or memorandum of agreement with anyone but the recognized Union (Bogota Police Lodge 161, NJSFOP Labor Council) only with regard to the categories of personnel covered by the said Memorandum of Agreement during the term of this Agreement.

ARTICLE IV - DUES CHECK-OFF AND FAIR REPRESENTATION FEE

A. Upon presentation to the Employer of a dues check-off card signed by individual Employees, the Employer will deduct from such Employees' periodic salaries the amount set forth on said dues check-off authorization card.

B. Thereafter, the Employer will, as soon as practicable forward a check in the amount of all dues withheld for this purpose to the Union representative entitled to receive same.

C. The said Union representative shall be appointed by resolution of the Union and certified to the Employer by the Union.

D.1. Effective January 1, 1994, any permanent employee 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 employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee 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 employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

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

ARTICLE V - EXISTING LAW

A. The provisions of this Agreement shall be subject to and subordinate to, and shall not annul or modify existing applicable provisions of State or Federal Laws.

B. The Rules and Regulations of the Department, including those relating to Discipline, are incorporated herein by reference subject to applicable governing law. Appeals of Minor Disciplinary Action(s) shall be subject to the binding arbitration provisions of the Grievance Procedure. In the event a provision of the Agreement conflicts with a provision(s) of the Rules & Regulations, the terms of the Agreement shall govern.

ARTICLE VI - UNION RECOGNITION

A. The Employer recognizes Bogota Police Lodge 161, NJSFOP Labor Council (Bogota Unit) only as the exclusive bargaining representative for the purpose of collective negotiations, with respect to all negotiable items or employment of all employees employed by the Employer's Police Department except those Employees specifically excluded herein (Chief and Captain excluded).

B. No Employee shall be compelled to join the Union but shall have the option to voluntarily join said Union.

C. The term "Police Officer" or "Employee" as used herein shall be defined to include the plural as well as the singular, and to include females as well as males.

ARTICLE VII - UNION REPRESENTATIVES

A. The Employer recognizes the right of the Union to designate representatives within the Department and alternates for the enforcement of this Agreement, provided they are members of the Bogota Police Department or their attorneys.

B. The Union shall furnish the Employer in writing the names of the representatives and alternates and notify the Employer of any changes.

C. The authority of the representatives and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.

2. The transmission of such messages and information which shall originate with and are authorized by the Union or its officers.

D. The designated Union representative shall be granted time with pay during working hours to investigate and seek to settle formal grievances and to attend all meetings and conferences on collective negotiations with Employer officials.

ARTICLE VIII - RIGHTS OF EMPLOYEES

A. Members of the force hold a unique status as public officers in the nature of their office and employment involves the exercise of a portion of the police power of the municipality.

B. The security of the community depends to a great extent on the manner in which police officers perform their duty, and their employment is thus in the nature of a public trust.

C. The wide ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public.

D. Out of these contacts may come questions concerning the actions of the members of the force.

E. These questions may require investigation by superior officers designated by the Chief of Police and the governing body.

F. In an effort to insure that these investigations are conducted in a manner which is conducive of good order and discipline the following rules are hereby adopted:

1. The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise, in which event reassignment of the member of the force should be employed. If any time is lost, the member of the force shall be compensated.

2. The interrogations shall take place at a location designated by the Chief of Police. Usually it will be at Police Headquarters or the location where the incident allegedly occurred.

3. The member of the force shall be informed of the nature of the investigation before any interrogation

commences, including the name of the complainant.

Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact.

4. The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.

5. The member of the force shall not be subject to any offensive language, nor shall he be threatened with any transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

6. The complete interrogation of the member of the force shall be recorded mechanically or by a department stenographer. There will be no "Off-the-record" questions. All recesses called during the questioning shall be recorded.

7. If a member of the force is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

8. In all cases, and at every stage of the proceedings, in the interest of maintaining the usual high morale of the force, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel and/or his Union representative before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force.

ARTICLE IX - DATA FOR FUTURE BARGAINING

A. The Employer agrees to make available to the Union all relevant data the Union may require to bargain collectively.

B. The relevant data noted above shall include but shall not be limited to such items as salaries and benefits enjoyed by other employee groups, the cost of various insurance and other programs, information concerning overtime worked by Employees, the total number of sick leave days utilized by Employees, the total number of injuries on duty, the total length of time lost as a result of injuries on duty and other data of a similar nature.

C. The Borough shall incur no additional expense by virtue of this Article. This Article shall not apply to any attorney-client work product.

ARTICLE X - SALARIES

A. The base annual salaries of all Employees covered by this Agreement shall be as set forth in Paragraph F of this article.

B. The base annual salary for the period covered by this Agreement shall, along with all other economic items, be deemed effective on the date specified in Paragraph F of this article and any monies due Employees by virtue of this clause shall be paid as soon after the execution of this Agreement as practicable.

C. Step increases shall be computed on the first of each year. Employees hired between January 1 and May 31 shall be entitled to a step increase effective January 1 of the year following the date of hire. Employees hired between June 1 and December 31 shall be entitled to a step increase effective January 1 of the second year following the date of hire.

D. Employees hired that are required to attend a police academy will not be eligible for overtime for attending any Police Academy for the purpose of receiving a Police Training Commission Certification.

E. Effective January 1, 2011 the following wage progression for Police Officers shall be adopted and implemented

F. Salary Chart

Employees Hired **Before** 01/01/2011

Length of Service	01/01/2011	01/01/2012	01/01/ 2012 2013
Patrolman	0%	1%	2%
Academy	\$44,892.00	\$45,341.00	\$46,248.00
0-12 months	\$50,091.00	\$50,592.00	\$51,604.00
13-24 months	\$55,290.00	\$55,843.00	\$56,960.00
25-36 months	\$65,687.00	\$66,344.00	\$67,671.00
37-48 months	\$76,085.00	\$76,846.00	\$78,383.00
49-68 months	\$86,483.00	\$87,348.00	\$89,095.00
61-72 months	\$96,881.00	\$97,850.00	\$99,807.00
73+ months	\$107,279.00	\$108,352.00	\$110,519.00
Sergeants	\$113,943.00	\$115,082.00	\$117,384.00
Lieutenants	\$120,606.00	\$121,812.00	\$124,248.00

Employees Hired **After** 01/01/2011

Length of Service	01/01/2011	01/01/2012	01/01/ 2012 2013
Patrolman	0%	1%	2%
Academy	\$26,820.00	\$27,088.00	\$27,630.00
0-12 months	\$30,091.00	\$30,392.00	\$31,000.00
13-24 months	\$40,290.00	\$40,693.00	\$41,507.00
25-36 months	\$54,687.00	\$55,234.00	\$56,338.00
37-48 months	\$70,585.00	\$71,291.00	\$72,717.00
49-71 months	\$84,333.00	\$85,176.00	\$86,880.00
72-96 months	\$96,881.00	\$97,850.00	\$99,807.00
97+ months	\$107,279.00	\$108,352.00	\$110,519.00
Sergeants	\$113,943.00	\$115,082.00	\$117,384.00
Lieutenants	\$120,606.00	\$121,812.00	\$124,248.00

ARTICLE XI - WORK DAY, WORK WEEK AND OVERTIME

A. The normal work day tour shall be twelve (12) hours, which shall include within the twelve (12) hour span, thirty (30) minutes of mealtime per day.

B. The currently effective work schedule of one week of three (3) working days of 7:00 A.M. to 7:00 P.M., to be followed by two days off, then two (2) working days of 7:00 A.M. to 7:00 P.M. to be followed by three (3) days off, then two (2) working days of 7:00 A.M. to 7:00 P.M. to be followed by two days off. Officers will work two rotations of said hours before changing to 7:00 P.M. to 7:00 A.M. Officers will then work two rotations of the 7:00 P.M. to 7:00 A.M. hours.

C. The normal work day shall be based upon the utilization of a two squad system which shall function of twelve (12) hours for each squad during a twenty-four (24) hour day.

D. Work in excess of the Employee's basic work week or tour for a day is overtime.

E. Overtime shall be paid by the following rules: It shall be paid as overtime compensation (time and one-half) or, at the Employee's sole option, shall be compensated as compensatory time off (time and one-half rate). In the event that an employee elects to receive compensatory time

off then said compensatory time shall accumulate in a compensatory time off (CTO) bank. At no time shall the CTO bank exceed two hundred forty (240) hours. Upon retirement, time accumulated in the CTO bank will be added to terminal leave allotment. If a member separates from the department, other than retirement, time owed will be paid in one lump sum. Employees will not be permitted to take more than three (3) compensatory days off in any seven consecutive calendar day period. Requests for utilization of compensatory time shall be subject to approval by the Chief of Police or the Chief's designee. Employees may at their discretion apply for a maximum annual cash payment of \$5,000.00 against their compensatory time.

F. Assignments not subject to the Normal Work Day.

If there are over twelve (12) patrol officers, the Chief of Police shall have the authority in his sole discretion to assign officers to "special details."

Such Police Officers may serve as appointed by the Chief of Police in positions such as Anti-Crime, Canine, Clerical, Training, Juvenile Detective and Traffic. These appointed positions shall not be subject to those provisions of this Agreement that involve the patrol schedule as set forth in paragraphs A and B of this section.

Employees assigned to these positions shall have a fixed permanent schedule that shall begin on January 1st and end on December 31st of each calendar year. Employees assigned to these positions shall not have their schedule changed to avoid payment or overtime. The work schedule shall not be changed except as provided unless the Chief of Police declares an emergency. Payment of overtime shall be made if Employees are scheduled to work in excess of eight hours a day or on their days off. Changes to the permanent schedule may be made if the Chief declares an emergency or if the Chief determines it is in the best interest of the service provided 14 days notice are given.

It is understood that these positions are assignments and may be changed by the Chief of Police with the consent of the police committee.

G. Members who are "on call" for the purpose of the 12 hour schedule sick coverage are not compensated for such status under Article XV.

ARTICLE XII - HOURLY RATE

A. To compute the base hourly rate of an Employee for overtime or other purposes, the Employee's yearly base salary shall be divided by 2080 hours.

B. Longevity shall be included in base salary for purposes of calculating hourly rate.

ARTICLE XIII - COURT TIME

A. Court time, as referred to in this Article shall consist of all time, excluding regular tours of duty, during which any Employee covered under this Agreement shall be required to attend a Municipal Court, County Court, Superior Court, Grand Jury proceeding, or other Courts or Administrative Bodies.

B. All such required court time shall be considered as overtime and shall be compensated at time and one-half.

C. When an Employee covered under this Agreement shall be required to travel to and from any of the Courts or Administrative Bodies as noted in this Article, such travel time shall be considered and included in the computation of the amount of overtime to which the Employee is entitled, provided, however, that such travel time shall be computed between the Employer's police headquarters and the pertinent Court or Administrative Body.

D. The amount of overtime to which an Employee may be entitled under this Article shall be the actual time required including waiting time in the Court of Administrative Body, together with any applicable travel time, provided however, that the Employee's entitlement to overtime under this Article shall not be less than three (3) hours, unless the officer is working, in which case it

becomes a continuation of his or her tour and a one and one-half hour (1 ½) hour minimum shall apply.

ARTICLE XIV - TRAINING PAY

The Employer agrees to compensate all Employees covered by this Agreement at the time and one-half rate for attending required training courses on their own time.

ARTICLE XV - STANDBY TIME

A. Standby time shall be considered as time worked if the Employer requires the Employee to remain in a fixed location.

B. The same rule shall apply when an Employee receives a subpoena referred to as an "on-call subpoena".

ARTICLE XVI - RECALL

A. Any Employee who is called back to work after having completed his regularly scheduled shift shall be compensated at time and one half (1/2) the straight time hourly rate of pay with a minimum guarantee of four (4) hours work or pay in lieu thereof.

B. Upon request of the Police Department, Employees may volunteer to participate in the Memorial Day parade on his/her off duty time.

ARTICLE XVII - PRIORITY FOR OVERTIME

A. Overtime for regularly scheduled shifts and details will be offered to regular full time Employees of the Department first, in an order of preference based upon a rotating seniority roster within rank.

B. There may be certain situations in which the Department, because of special skills or other attributes of particular officer(s) determined that it is in the best interests of the Employer to bypass an Employee or Employees on the seniority list.

C. While this Agreement contemplates the possibilities noted in Section B above it is agreed and understood that such bypassed Employee or Employees must become next on the list for the purposes of the overtime roster.

D. The purpose of this Section is to equalize overtime among Employees and same shall not be defeated by the Employer's selection of special persons for special details as set forth herein.

E. Such overtime will be offered to persons other than full time Employees only if it has first been refused by each member of the seniority roster aforementioned.

ARTICLE XVIII - SHIFT CHANGES

The Employer agrees that it will not unreasonably adjust shifts so as to avoid overtime payment to Employees covered by this Agreement and shift changes shall not occur without giving affected Employees forty-eight (48) hours notice.

The Employer may only implement up to five changes in the shifts of Employees covered by this Agreement per year without any additional compensation (the time and one-half rate) for prolonged absence due to illness or injury (certified by a physician to exceed 30 days) or unexpected retirement, resignation or death (less than 30 days notice). Said shift changes are permitted within the first 90 days following the events specified herein.

No changes will be allowed forcing any officer to work more than 5 days in a row or 8 hours in any day. The 48 hours notification will be strictly adhered to and, if for any reason, any officer finds any change in his schedule to conflict with his social or personal life, in any way, he may be allowed to confer directly with the Scheduling Officer.

No officer should be made to be changed more than most other officers, taking into account the rank and seniority of that officer. If any question should arise, this

officer may confer directly with either the Scheduling Officer or the Commanding Officer.

Notwithstanding the above, there will be no additional compensation if an officer's shift is changed for the purpose of that officer attending training, school or firearms qualification provided that said change is made on more than 10 days notice and further provided that this provision shall be restricted to six days per year. If the officer's shift is changed on less than 10 days notice the officer shall receive straight time of 4 hours for each day changed.

ARTICLE XIX. - LONGEVITY

A. The said payments for longevity shall be paid on a regular periodic paycheck basis to the Employees entitled to same.

For Members Hired Before 12/08/1999

B(i). Longevity shall be paid at the rate of one (1%) percent for each three (3) years of completed service up to a maximum of eight (8%) percent.

For Members Hired On or After 12/08/1999 and Before 01/01/2011

B(ii) For all employees hired on or after December 8, 1999, longevity payments shall commence after completion of six (6) years of service at a rate of two (2%) percent and

thereafter at the rate of one (1%) additional percent for each three (3) years of completed service up to a maximum of eight (8%) percent.

For Members Hired After 01/01/2011

B(iii). Longevity shall be paid at the rate of one (1%) percent upon completion of ten (10) year; 2% upon completion of 15 years of service; 4% upon completion of 15 years of service; and 8% upon completion of 24 years of service.

C. Longevity payments shall continue to be made as part of the Employee's regular pay.

ARTICLE XX - UNIFORMS

A. Each new employee shall receive from the Employer, free of charge in lieu of a clothing allowance, a complete uniform.

B. Thereafter, the Employer will pay each Employee an annual uniform allowance in the amount of One Thousand (\$1,000.00) which sum shall be paid as salary and included in the Employee's annual base pay beginning January 1, 2011.

C. This payment shall be made to plainclothes as well as uniformed Employees.

D. If the Employer decides to change the uniform or any part thereof, it shall provide each Employee, free of charge, any such changed items.

E. Utilization of Section D above shall not diminish the clothing allowance set forth in this Agreement.

F. An Employee's uniform or personal equipment which are required by him in his capacity as a Police Officer, which may be damaged as a result of a single episode during the course of his employment shall be replaced at the expense of the Employer, except where such damage is caused by the negligence of the Employee with the approval of the Chief of Police and Police Commissioner. This Article shall not be applied during a Police Officer's initial calendar year of appointment. Any such payments made under this Section shall be in addition to the Employee's annual clothing allowance otherwise referred to in this Agreement and shall be made to the Employee within thirty (30) days of reporting of same.

G. The Employer shall provide each Employee covered by this Agreement a bullet-proof vest. Based upon the manufacturer's specifications, said vest shall be replaced at no cost to the Employee. In the event an Employee shall upgrade his/her vest, the Employee shall be responsible for

the additional cost of same over the cost of the prescribed police department vest.

ARTICLE XXI - UNION REPRESENTATIVES CONVENTION ATTENDANCE

The Employer agrees to grant the necessary time off without loss of pay to one member of the Union or his alternate selected by the members of the Union as delegate to attend any State or National Convention of the NJSFOP Labor Council. Further, the Employer agrees to grant the necessary time off without loss of pay to the Union representative duly designated as the State delegate to attend the monthly State Union meeting.

ARTICLE XXII - VACATIONS

A. The vacation allowance is as follows:

<u>Years of Service</u>	<u>Leave Time</u>
0-1 year	5 working days per calendar year
2-5 years	10
6-12 years	15
13-19 years	20
20+ years	25

B. When in any calendar year, the vacation or any part thereof is not granted by reason of pressure of police activity, such vacation periods not granted shall

accumulate and shall be granted during the next succeeding year at the approval of the Chief of Police Commissioner.

C. If an Employee is on vacation and becomes sufficiently ill so as to require hospitalization four days or more, he may have such period of illness and post hospital recuperation period charged against sick leave at his option upon proof of hospitalization and a physician's certificate.

D. No Employee who is on vacation shall be recalled except in a case of the full mobilization of the Department by the Chief of Police to meet a clear and present danger confronting the Employer.

E. Two employees shall be permitted vacation leave within the same time period provided not more than one officer per tour shall be on vacation leave at any one time.

F. The summer vacation period is defined as June 15 through September 15 of the calendar year. Each employee shall be entitled to ten (10) consecutive work days vacation leave within the summer period. For leave in excess of ten (10) consecutive work days within the summer period, approval by the Chief of Police is required.

G. Vacations shall be selected on a rotating seniority basis which shall be established by the Department as presently established. Vacations to be selected and posted within the schedule by February first of each calendar year.

ARTICLE XXIII - PERSONAL LEAVE

A. Each Employee shall have two (2) personal leave days per year. For purposes of this clause, an Employee shall not be required to advise his superior of the reason for the use of personal leave days. Effective January 1, 1994, upon completion of three (3) years of completed service, an employee shall be entitled to three (3) personal leave days per year.

B. A personal day may be taken within 72 hours of the shift as long as the shift is full or the officer makes arrangements to have another officer cover the shift. If the officer gives more than 72 hours notice, the above provision does not apply. Between December 24th and January 1st and on all federal holidays no officer shall be granted a personal leave day unless he or she provides a replacement officer to fill that shift.

ARTICLE XXIV - HOLIDAYS

A. All Employees covered by this Agreement shall be entitled to five (5) holidays.

The original holiday selections will be taken in the same manner as vacation days.

The officer will have the ability to pick zero (0) through five (5) days during the initial selection. There will be two (2) days to be taken between January 1 and June 30 and three (3) days to be taken between July 1 and December 31.

The holidays chosen during this selection process will be put in the book and placed on the schedule like normal. It will be the responsibility of the scheduling officer (Captain) to obtain coverage if the shift is short.

Any of the days the officer chooses to hold back from the original selection period can be used by the officer during the course of the year and will follow the two (2) days for the first half of the year and the three (3) days for the second half of the year schedule. It will be the responsibility of the officer to find coverage for the shift for holidays not taken during the original holiday selection period unless taken on a shift that will not cause overtime.

The Chief will have the option to "black out" certain days on the original holiday selections to prevent a mandate on those certain days.

Effective February 1 of the year the schedule is posted the five (5) days chosen by the officer as original holidays are locked in and the Chief will not change those days.

In the event the officer is prohibited from utilizing these compensatory days prior to December 31st due to the needs of the Department, such unused days shall accumulate to the following year, to be used after the agreed upon compensatory days in that year. If not used in the following year due to requirements of the Department, each unused day shall be paid in cash at the rate of time and one-half. Payment for such days shall be within 30 days subsequent to the approval of the succeeding year's municipal budget by the State.

All requests for holidays are subject to the approval of the Chief or his designee.

B. Upon separation from service, each member of the bargaining unit or his/her estate shall be entitled to the number of days at the then existing rate of pay, which sum shall be payable in the lump payment as stipulated on Exhibit A, annexed hereto. This payment shall not apply to

individuals who are discharged for good and just cause subsequent to the date of this Agreement. This selection shall be binding upon the parties, their successors and assigns.

ARTICLE XXV - SICK LEAVE

A. All current full time members of the Police Department shall have unlimited sick leave.

B. Any member of the Police Department hired after December 8, 1999, shall have the following sick leave benefits:

1 st year	15 working days
2 nd year	30 working days
3 rd year to	45 working days

C. Said sick leave shall be non-cumulative, and thereafter upon completion of five (5) full years of service, the sick leave shall be unlimited. The Employer shall have the right to have an employee who shall be on sick leave to be examined from time to time by a licensed medical doctor, who shall report the findings of said examination to the Employer. The cost or charge for the examination shall be paid by the Employer.

D. To qualify for payment while absent on sick leave each Employee who will be absent from duty on sick leave shall so notify the Chief of Police or the officer in charge at least one hour before the commencement of his scheduled tour of duty. Said notice shall state the nature of the cause of the absence from duty. An Employee who is absent without notification shall be charged with an unpaid day for each day absent and will be subject to appropriate disciplinary action.

ARTICLE XXVI - WORK INCURRED INJURY

A. Where an Employee covered under this Agreement suffers a work-connected injury or disability, the Employer shall continue such Employee at full pay, during the continuance of such Employee's inability to work. During this period of time, all temporary disability benefits accruing under the provisions of the Worker's Compensation Act shall be paid over to the Employer.

B. The Employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and, the Employer may reasonably require the said Employee to present such certificates from time to time.

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

D. For the purpose of this Article, injury or illness incurred while the Employee is acting in any Employer authorized activity shall be considered in the line of duty.

E. In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, 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.

F. An injury on duty requiring time off for treatment, recuperation or rehabilitations 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.

ARTICLE XXVII - BEREAVEMENT LEAVE

A. All permanent full time Employees covered by this Agreement shall be entitled to three days leave with pay upon the death of a member of his immediate family.

B. Immediate family shall include the Employee's spouse, the children, parents, brothers, sisters, grandparents of Employee or spouse; and such other relatives as may be approved by the Chief of Police or Police Commissioner.

C. Such funeral leave shall not be charged against the Employee's vacation or sick leave.

D. Any extension of absence under this Article, however, may be at the Employee's option and with the consent of the Department head, be charged against available vacation time or be taken without pay for a reasonable period.

E. In the case of unusual circumstance not specifically covered in this Article, funeral leave may be granted or extended at the discretion of the Chief of Police.

ARTICLE XXVIII - LEAVE OF ABSENCE

A. All permanent full time Employees covered by this Agreement may be granted a leave of absence without pay for a period not to exceed 120 working days.

B. The Employee shall submit in writing all facts bearing on the request of the Chief of Police or his designated representative who shall append his recommendation and forward the request to the governing body. The governing body shall consider each case on its merits and without establishing a precedent. The Employer will not unreasonably deny an Employee's request for a leave of absence.

C. This leave is subject to renewal for reasons of personal illness, disability or the reasons deemed proper and approved by the Employer. Normally, it shall be granted only when the Employee has used his accumulated sick and vacation leave in the case of illness or his vacation leave if leave without pay is requested for reasons other than illness.

D. At the expiration of such leave, the Employee shall be returned to the position from which he is on leave.

E. Seniority shall be retained.

ARTICLE XXIX - MEDICAL AND DENTAL COVERAGE

A. The Employer will provide and pay for Blue Cross, Blue Shield, Major Medical insurance for Employee's covered by this Agreement and their families pursuant to the State Health Benefits Program or its equivalent or otherwise

pursuant to provisions of the statutes and laws of the State of New Jersey. The Union agrees the Employer may raise the out-of-network deductible one time during the course of this Agreement at a time of the Employer's choosing. The one time raise of out-of-network deductible shall not exceed a total deductible of Five Hundred (\$500.00) dollars for single coverage and/or One Thousand (\$1,000.00) dollars for family coverage.

B. The Borough of Bogota shall provide and pay for dental insurance coverage, for employees covered by this Agreement and their families. Said dental plan shall be that originally designated as "Proposed Dental Program for Bogota Township, Program I", provided by New Jersey Dental Service Plan, Inc., and dated August 9, 1983 or otherwise pursuant to provisions of the statutes and laws of the State of New Jersey.

C. The Borough of Bogota shall continue to provide a full family drug prescription program for Employees covered by this Agreement. Members shall be provided prescription plan coverage offered by the New Jersey State Health Benefits Plan or greater or otherwise pursuant to provisions of the statutes and laws of the State of New Jersey.

D. The Employer will continue to provide, at its own cost and expense, a life insurance policy in the face amount of \$7,500.00 per Employee, with a double indemnity provision.

E. The Employer may change insurance carriers so long as equal or better levels of benefits and coverages are provided. The Medical Coverage may include pre-certification and/or second surgical opinions for elective surgery.

ARTICLE XXX - INSURANCE

A. The Employer will continue to provide existing insurance coverage to Employees covered under this Agreement, protecting them from civil suits arising out of the performance of their duties including but not limited to the following: false arrest, malicious prosecution, libel, slander, defamation of character, violation of the right of privacy, invasion of the right of privileged occupancy and the invasion of civil rights.

B. The Employer will also pay the fees of any Attorney selected by said Employee, bond interest of judgment, which any Employee may be charged or obligated to pay as a result of any civil and/or criminal charges against the Employee by reason of the performance of his

duties for the Employer. The Employer may recommend an attorney to any Employee covered by this Agreement.

ARTICLE XXXI - BULLETIN BOARD

A. The Employer will supply one bulletin board for the use of the Union to be placed in a conspicuous location.

B. The bulletin board shall be for the use of the Union for the posting of such notices and bulletins pertaining to Union business and activities or matters dealing with the welfare of Employees.

C. No matter may be posted without receiving permission of the officially designated Union representative.

ARTICLE XXXII - CEREMONIAL ACTIVITIES

A. In the event a Police Officer in another department in the State of New Jersey is killed in the line of duty, the Employer will permit at least two uniformed Police Officers of the Department to participate in funeral services for the said deceased officer.

B. Subject to the availability of same, the Employer will permit a department vehicle to be utilized by the members in the funeral service.

C. 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 services unless otherwise agreed to by the Chief of Police.

ARTICLE XXXIII - PERSONNEL FILES

A. A separate personal history file shall be established and maintained for each Employee covered by this Agreement; personal history files are confidential records and shall be maintained in the office of the Chief of Police.

B. Any member of the Police Department may, by appointment, review his personnel file but this appointment for review must be made through the Chief of Police or his designated representative.

C. Whenever a written complaint concerning an officer or his actions is to be placed in his personnel file a copy shall be made available to him, and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file.

D. All personal history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom.

ARTICLE XXXIV - MILITARY LEAVE

A. Military leave for Employees training or serving with the National Guard or the Armed Forces of the United

States will be granted in accordance with the laws applying to such cases.

ARTICLE XXXV - PENSION

A. The Employer shall provide pension and retirement benefits to Employees covered by this Agreement pursuant to provisions of the statutes and laws of the State of New Jersey.

B. The Employer will pay the appropriate Police Retirement Fund all amounts which the Fund will accept on account of any payments made to Employees pursuant to this Agreement.

C. It is agreed that in the event that the parties have a dispute as to whether a payment should or should not be made to the appropriate police retirement fund, then, and in that event resolution of the said dispute shall be made by the appropriate fund and the parties to this Agreement agree to be bound thereby.

ARTICLE XXXVI - GRIEVANCE PROCEDURE

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

B. For the purpose of this Agreement, the term "grievance", means any complaint, difference or dispute

between the Employer and any Employee with respect to the interpretation, application or violation of any of the provisions of this Agreement or any applicable rule or regulation.

The procedure for settlement grievances shall be as follows:

STEP ONE - In the event that any Patrol Officer covered by this Agreement has a grievance, within six (6) calendar days of the occurrence of the event being grieved, the Employee shall discuss it informally with his immediate supervisor. The supervisor shall decide the grievance within four (4) calendar days after the grievance is first presented to him.

In the event that any Sergeant or Lieutenant covered by this Agreement has a grievance, within six (6) calendar days of the occurrence of the event being grieved, the Sergeant or Lieutenant shall discuss it informally with the Captain. The Captain shall decide the grievance within four (4) calendar days after the grievance is first presented to him.

STEP TWO - For Patrol Officers, if no satisfactory resolution of the grievance is reached at Step One, then within four (4) calendar days the grievance shall be presented in writing to the Captain in charge of the unit to which the grievant is assigned. The Captain shall render a decision within seven (7) calendar days after the grievance was presented to him.

For Sergeants and Lieutenants, if no satisfactory resolution is reached at Step Two, then within four (4) calendar days the grievance shall be presented in writing to the Chief of Police. The Chief shall render a decision within seven (7) calendar days after the grievance was first presented to him.

STEP THREE - For Patrol Officers, if no satisfactory resolution is reached at Step Two, then within four (4) calendar days the grievance shall be presented in writing to the Chief of Police. The Chief shall render a decision within seven (7) calendar days after the grievance was first presented to him. In the absence of the Chief, the grievance shall be presented to the Captain in charge of the department for determination.

For Sergeants and Lieutenants, if the Union wishes to appeal the decision of the Chief of Police it shall be presented in writing to the Employer's governing body or its delegated representative, within seven (7) calendar 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 Union the opportunity to be heard and will give his decision in writing within twenty (20) working days of receipt of the written grievance.

STEP FOUR - For Patrol Officers, if the Union wishes to appeal the decision of the Chief of Police (or the Captain in charge if the Chief is absent), it shall be presented in writing to the Employer's governing body or its delegated representative, within seven (7) calendar 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 Union the opportunity to be heard and will give his decision in writing within twenty (20) working days of receipt of the written grievance.

STEP FIVE - If the grievance is not settled through Steps One, Two, Three and Four for Patrol Officers or Steps One, Two and Three for Sergeants and Lieutenants, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. The costs for the services of the Arbitrator shall be borne equally by the Borough and the

Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring the same.

C. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

D. The words "presented to him" and "receipt of" shall mean during the day following and during normal tour hours for the "noticed party". The words "calendar days" shall not include vacation days in any calculation of time.

ARTICLE XXXVII -- SAVINGS CLAUSES

It is understood and agreed that if any portion of this Agreement or the application of this Agreement to any person or circumstance shall be invalidated by statute, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

If any such provisions are so invalidated by statute, the Employer and the Union will meet for the purpose of negotiating changes made necessary by applicable law.

ARTICLE XXXVIII - OFF-DUTY POLICE ACTION

A. Since all police officers are presumed to be subject to duty twenty-four (24) hours per day, the parties agree to the following:

1. Any action taken by a member of the force on his time off, which would have been taken by an officer on active duty if present or available, shall be considered police action, and the Employee shall have all of the rights and benefits concerning such action as if he were then on active duty.

2. Recognizing that the Employer and its residents benefit from the additional protection afforded them by armed off-duty police officers, and further recognizing the weighty responsibility and hazards confronting such armed off-duty police officers, the Employer agrees to pay such Employees an additional sum to be paid as salary and included in the Employee's annual base pay beginning January 1, 2008 the amount of One (\$1.00) Dollar per year for off-duty time.

ARTICLE XXXIX - AMENDMENT OF LAW

A. Any provision of this Agreement requiring State legislative action to permit its implementation by amendment of law shall not be effective until the appropriate State bodies have acted.

ARTICLE XL - EXCUSED ABSENCES

A. Excused absences are defined as any authorized absences from scheduled hours of work for which no deductions are made from the Employee's compensation, and which are not attributable to other absences, programs set forth in this Agreement.

B. Excused absences under this Article shall be identified as such and granted under the following circumstances:

1. Time necessary for involuntary participation in governmental proceedings such as draft board examinations, Workers Compensation Board hearings or appearances in Court.

2. One day vacation of allotted vacation time shall be granted in connection with the wedding of the Employee.

3. One day vacation of allotted vacation time shall be granted when the Employee's wife gives birth.

4. One day vacation of allotted vacation time shall be granted when the Employee who is head of a household moves his family from one permanent residence to another.

5. Illness of spouse when pre-school or disabled child needs care, or illness of minor ((pre-high) school child) when Employee is the only adult in the household responsible for the minor child's care (limited to a total of two (2) days off per calendar year), in which case the Employee may draw from his vacation schedule.

ARTICLE XLI - MILEAGE ALLOWANCE

Whenever an Employee shall be required to use his personal vehicle in any job connected capacity, he shall be entitled to the IRS standard for mileage allowance current for the year of such usage.

ARTICLE XLII - MATERNITY LEAVE

A. Maternity leaves not to exceed six (6) months without pay shall be granted at the request of a female Employee.

B. Maternity leaves may be extended or renewed for a period not to exceed six (6) months without pay upon the request of a female Employee.

ARTICLE XLIII - SAFETY AND HEALTH

The Employer shall at all times maintain existing working conditions to insure maximum safety for all Employees and shall provide Employees with appropriate equipment and devices toward that end.

ARTICLE XLIV - TELEPHONE, WEAPONS ALLOWANCE

A. Telephone

1. Each Employee shall be required to submit his home phone number to the Department and shall be required to report any change of home phone number.

2. The Department shall not release the Employee's home phone number to anyone without an express and written authorization executed by the Employee.

B. Weapons Allowance

1. Recognizing that each Employee, for safety purposes, must maintain a clean weapon, the Employer will pay each Employee a Weapon Allowance in the sum of \$100.00.

2. Payments made pursuant to this Article shall be paid as salary and included in the Employee's annual base pay the amount of One (\$1.00) Dollar per year for off-duty time beginning January 1, 2008.

3. Weapons required by the Employer will continue to be repaired and maintained by the Employer at its sole expense.

ARTICLE XLV - YEARLY CALENDAR

A. Except as otherwise modified by this Agreement the present calendar shall remain in full force and effect.

B. The calendar showing the yearly schedule rotations and assignments shall be posted at a conspicuous location and available for review by Employees no later than February 1st of each calendar year.

C. Vacations are selected pursuant to the Agreement and shall be fully shown and included upon the posting of the calendar as set forth in this Article.

ARTICLE XLVI - NO WAIVER

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

B. This Agreement is not limited and shall not be construed as a waiver of any right or benefit to which the Employees herein are entitled by law.

ARTICLE XLVII - UNIFORM REGULATIONS

A. While the parties agree that a full and complete uniform and the use thereof by the Employee has an affirmative impact upon an officer's image, it is recognized that the use of the police hat while riding in a patrol vehicle can cause inconvenience and discomfort to the Employee.

B. The parties, therefore, agree that an Employee may remove his uniform hat while riding in an official patrol vehicle.

ARTICLE XLVIII - POLICE VEHICLES

A. All police automobiles utilized for regular patrol duties purchased after the execution of this Agreement shall meet the Standard Police Package requisites and shall be maintained as specified on Exhibit B annexed hereto.

ARTICLE XLIX - FACILITIES

A. All police quarters shall have adequate air conditioning, heating, hot water, sanitary facilities, and reasonable private locker rooms.

ARTICLE L - RESIDENCY

A. The Employer agrees to abide by the New Jersey Statutes, as may be amended from time to time, on the issue of Police Officer residency. The Employer further agrees that the Borough of Bogota, its agents and Employees, shall not discriminate in any way with regard to promotions or any other personnel procedure based on an Employee's residence.

ARTICLE LI - DETECTIVE BUREAU PERSONNEL

A. Employees assigned to the Detective Bureau shall be paid a detective increment of Five Hundred (\$500.00) Dollars annually in addition to the Employees other pay and

benefits. Employees assigned to the Detective Bureau shall not have their preassigned duty work schedule changed to avoid overtime. Effective January 1, 2000 the annual detective increment shall be increased to \$1,250.00.

B. The work schedule for detectives shall not be changed unless there is an emergency declared by the Chief of Police. Detectives shall be compensated at the overtime rate for work which is over eight (8) hours in a day or for work on their scheduled days off. The Chief of Police may change the work scheduled for Detectives upon the declaration of an emergency or after a determination is made by the Chief to change the work schedule after providing not less than fourteen (14) days written notice. The specifications for overtime set forth in Sections (A) and (B) shall remain in unaffected.

C. It is understood that the Detective Bureau is an assignment and Employees may be changed by the Chief of Police with the consent of the Police Committee.

ARTICLE LIII - TERMINAL LEAVE

A. Each Employee shall be entitled to a terminal leave for a period of three (3) months which shall be utilized in the three (3) month period immediately preceding the Employee's retirement date.

ARTICLE LIII - SENIORITY

A. Traditional principles of seniority shall apply to Employees covered by this Agreement. Such principles shall apply to lay-off, recall, transfer and any other similar acts. Seniority is defined to mean the accumulated length of service with the Department and/or rank. In case of demotion from a higher rank, the demotion shall be in the inverse order of the member's appointment to the said rank. When the service of a member or members is terminated, such termination shall be in the inverse order of appointment. Time in service by date of appointment shall apply. An Employee's length of service shall not be reduced by time lost due to an absence from his employment for bona fide illness or injury certified by a physician not in excess of one year. Such certification shall be subject to review by the Police Surgeon, if any, or any physician mutually acceptable to the parties.

B. Should a member voluntarily resign or otherwise leave the employment of the department, such member shall forfeit seniority.

ARTICLE LIV - IN-SERVICE TRAINING

A. Each member of the Department with two (2) or more years of service will attend at least two (2) in-service training courses during the calendar year. Qualifying

courses under this clause shall be as approved by the New Jersey State Police Training Commission. The scheduling of such courses shall be approved by the Chief.

B. Each member of the Department attending school pursuant to Section A above, shall be reimbursed for all expenses.

C. The Chief may require members to attend two (2) departmental meetings per calendar year which will last no more than two (2) hours in duration. Members shall not be compensated for such meetings. Members must be notified at least ten (10) days in advance. Members with previously scheduled vacations or other time off prior to notification shall not be required to attend such departmental hearing.

ARTICLE LV - PRIVATE SECTOR DETAIL

If an officer signs up for a private sector detail, he or she shall receive overtime compensation for the designated time they sign up for, without the necessity for reporting to headquarters, if the extra duty work is cancelled within 48 hours. If the officer actually works less than the time signed up for, the officer shall receive overtime for the full amount of time signed up for unless the extra duty time is reduced on more than 48 hours notice. If the extra duty work is cancelled with more than 48 hours notice, they shall receive no compensation..

In the event the officer who works the detail works past the contracted hours agreed upon the officer will receive an additional two (2) hours overtime pay. The two (2) hours overtime pay is guaranteed and covers the time from 1 minute past the scheduled hours of work until the end of the two (2) hour period. If the officer stays one minute past the first additional two (2) hours, then the officer will receive an additional two (2) hours overtime pay. The manner of calculating overtime pay will continue in the above stated manner until the job or work detail is completed.

ARTICLE LVI - MANAGEMENT RIGHTS

The Borough 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:

(a) To the executive management and administrative control of the Employer Government and its properties and facilities and the activities of its employees;

(b) 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;

(c) To suspend, promote, demote, transfer, assign, reassign, discharge, or take any other disciplinary action for good and just cause according to law.

Nothing contained herein shall be construed to deny or restrict the Borough in its exclusive right to administer the Department and control the work of its personnel, nor to deny or restrict the Borough in any of its rights, responsibilities and authority under R.S. 40A, or any other federal or state laws. Further, no management prerogative reserved solely to the discretion of the Borough by the terms of this Agreement shall be made subject of a grievance.

ARTICLE LVII - FINALITY CLAUSE

This Agreement is the entire and only Agreement between the Bogota Police Lodge 161, NJSFOP Labor Council (Union) and the Borough of Bogota. This Agreement replaces in its entirety and terminates any previous agreement, excluding recognized prior practices, between the NJSFOP Labor Council and the Borough of Bogota and can only be altered by Agreement in writing signed by both the Union and the Borough of Bogota.

ARTICLE LVIII - LEAVE TIME

All leave time (defined as vacation days, personal days and holidays) shall vest as of January 1 of each calendar year except as follows:

(a) Voluntary resignation or layoff-leave time as defined above shall be prorated based upon months of service within that calendar year.

(b) Termination "for Cause" based upon Disciplinary Action-any leave time remaining as of the effective date of termination shall be forfeited.

ARTICLE LVIV - DURATION

A. This Agreement shall be in full force and effect as of January 1, 2011 and shall remain in effect up to and including December 31, 2013

(a) Voluntary resignation or layoff-leave time as defined above shall be prorated based upon months of service within that calendar year.

(b) Termination "for Cause" based upon Disciplinary Action-any leave time remaining as of the effective date of termination shall be forfeited.

ARTICLE LVIV - DURATION

A. This Agreement shall be in full force and effect as of January 1, 2011 and shall remain in effect up to and including December 31, 2013.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Borough of Bogota, New Jersey, on this day of January, 2012.

BOGOTA POLICE LODGE 161
NJSEOP LABOR COUNCIL

By: [Signature]

By: [Signature] v.p.

By: _____

BOROUGH OF BOGOTA

By: [Signature]

By: _____

By: _____

ATTEST:

By: [Signature] #100

By: [Signature]

EXHIBIT A

<u>OFFICER</u>	<u>DAYS</u>
Graf	50
Zelinsky	50
Gurnari	50
Brophy	50
Lemakos	42

In the event an employee is severed from service for any reason, he should be deleted from Exhibit A effective upon his date of separation.

EXHIBIT B

Employer to select:

1. Manufacturer, model, color and emergency equipment and/or device of Employer's preference. It shall be noted that each Vehicle will be equipped with the following:
 - a. Shotgun/mounted in front passenger compartment
 - b. Full protective cage
 - c. Power steering
 - d. Power brakes
 - e. AM/FM radio
 - f. Air conditioning
 - g. Heater
 - h. Automatic transmission

The Employer will make every effort to maintain the vehicles and equipment in good state of repair.