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TOWN OF BOONTON
100 WASHINGTON STREET
BOONTON, NEW JERSEY • 07005



RESOLUTION 12-238

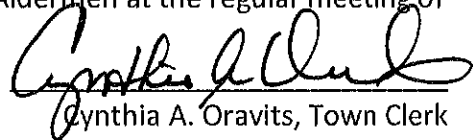
**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF BOONTON
AUTHORIZING EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN
OF BOONTON AND THE BOONTON CHAPTER OF LOCAL 212 OF THE NEW JERSEY STATE
POLICEMEN'S BENEVOLENT ASSOCIATION**

WHEREAS, the current Collective Bargaining Agreement (Contract) between the Town of Boonton and the Boonton Chapter of Local #212 of the New Jersey State Policemen's Benevolent Association (PBA) expires on December 31, 2012; and

WHEREAS, the Town's negotiating committee and the PBA have successfully negotiated the terms and conditions for a three-year contract.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the Town of Boonton, New Jersey that the terms for the Local #212 Chapter of the State Policemen's Benevolent Association contract as negotiated and agreed upon by the committee and the Association be and is hereby approved; and that the Mayor and Clerk be and are hereby authorized to execute a contract with the State Policemen's Benevolent Association incorporating said terms on the Town's behalf.

I, Cynthia Oravits, Clerk of the Town of Boonton, hereby certifies the foregoing Resolution to be a true and correct copy adopted by the Mayor and Board of Aldermen at the regular meeting of said governing body held on December 3, 2012.


Cynthia A. Oravits, Town Clerk

AGREEMENT

Between

Town of Boonton

&

Boonton Chapter Local #212

New Jersey State Policemen's Benevolent Association

JANUARY 1st, 2013 – DECEMBER 31st, 2015

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Preamble

AGREEMENT entered into this _____ day of _____, 2012 by and between: Mayor and Board of Alderman of the **Town of Boonton**, a Municipal Corporation of the State of New Jersey, with Offices at 100 Washington Street, Boonton, New Jersey (hereinafter referred to as the "Town") and **Boonton Chapter Local #212 Of The State Of New Jersey Policemen's Benevolent Association**, hereinafter referred to as the "Chapter").

Whereas, the Chapter has been recognized by the Town as the exclusive representatives of the Police Officers of the Boonton Police Department for the purpose of conducting collective negotiations in accordance with the New Jersey Public Employees Relations Act (N.J.S.A. 34:13A-1, et seq.) and

Whereas, negotiations between the Town and Chapter have been conducted respecting the terms and conditions of employment, and

Whereas, agreement has been reached between both parties, now, therefore, in consideration of the mutual promises and covenants herein contained, it is mutually agreed by between the parties as follows:

Article I

Salaries

- 1) Each Police Officer covered by this Agreement shall be compensated consistent with Schedules A-1, A-2, and A-3 annexed to this Agreement. Pay rate changes shall be effective on the date indicated.
- 2) Employees shall move from one salary step to the next higher step on the anniversary date of employment.
- 3) Salary increments for all Officers promoted will be paid on the anniversary date of promotion.
- 4) Employees will be compensated for a meal period of thirty (30) minutes while on duty.
- 5) Employees hired on or after January 1st, 2013 shall begin at the step known in this agreement as the "academy step", which will begin at the time of hire and last for the first six (6) months of employment, at which time the Employee will move to step 1 as noted in the salary schedule A-3. On the anniversary date of the completion of the Employee's six (6) month "academy step" he/she will then receive their annual step increase from that date forward.

Article II

Longevity

1) In addition to the above rates of pay, Employees on the Town's payroll at time of ratification of this Agreement shall be entitled to Longevity payments paid on a calendar year basis in accordance with the following schedule.

One to Three Year	None
Beginning of Four (4) through Seven (7) years	2 % of base pay
Beginning of Eight (8) through Eleven (11) years	3 % of base pay
Beginning of Twelve (12) through Fifteen (15) years	4 % of base pay
Beginning of Sixteen (16) through Nineteen (19) years	6 % of base pay
Twenty (20) years and thereafter	7% of base pay

2) All employees hired after January 1st, 1994 shall receive longevity based on the anniversary date of employment in accordance with the aforementioned schedule.

3) Longevity payments shall be made a part of base pay and paid together with regular salary and shall be included for the purpose of retirement contributions and effective April, 15th, 1986 for overtime calculations, but shall not be included in base pay for any other purpose.

4) All Employees hired after January 1st, 1997 receive longevity payments according to the following schedule:

One to nine years	None
Beginning of Ten (10) through Nineteen (19)	\$1,000.00
Twenty (20) years and thereafter	\$2,000.00

Article III

Vacations

- 1) Employees shall be entitled to receive the following number of paid vacation hours during the calendar year. During the first year, eight (8) hours per month through December 31st of the calendar year in which the employee was hired.
- 2) Commencing January 1st succeeding the Employee's date of hire (second year of employment), vacation shall be calculated as follows:

Commencing 2 nd year	96 Hours
Commencing 5 th year	120 Hours
Commencing 10 th year	160 Hours
Commencing 15 th year	200 Hours

- 3) In the event an Employee is unable to utilize his/her vacation entitlement during the current calendar year, he/she shall be permitted to carry such unused hours for a period of one (1) year. If such hours remained unused after one (1) year's duration, Employees will be compensated for all unused hours only if the reason for non-use of the vacation period results from the suspension of vacation periods by the Chief of Police or Mayor and Board of Alderman for emergency reasons. Vacations shall be first approved by the Chief of Police.

Article IV

Holidays

- 1) Each Police Officer shall receive not less than one hundred and four (104) paid holiday hours per calendar year for which they shall receive compensation at double time (2X) for each hour. In the event a Police Officer shall work on any of the days set forth as paid holidays, he/she shall receive additional compensation at the rate of straight time. In the event that State or Town shall declare or create holidays in excess of those set forth within this Agreement, Employees covered by this Agreement shall be granted such holidays without need for further negotiations. For the purpose of this Section, the early closing of one or more offices or departments of the Town, shall not be considered a Town "holiday".
- 2) Effective January 1st, 1982 holiday pay shall be included for the purpose of retirement contributions and, effective April 15th, 1986 overtime calculations, but shall not be included in base pay for any other purposes.

Article V

Overtime

A. Payment of overtime shall be pursuant to the Fair Labor Standards Act (F.L.S.A.) as follows:

- 1) Overtime for monetary compensation shall be paid at the rate of time and half (1 ½) the regular rate of pay for all hours worked in excess of one hundred seventy-one (171) hours in a twenty-eight (28) day work period.
- 2) Overtime for compensatory time shall be paid at the rate of time and one-half (1 ½) during the twenty-eight (28) day work period
- 3) Employees shall receive monetary compensation at straight time for all hours worked up to one hundred seventy-one (171) hours in a twenty-eight (28) day work period except as otherwise provided for in this Agreement.
- 4) If an Employee utilizes compensatory time during the one hundred sixty (160) hours in a twenty-eight (28) day work period, he/she shall be credited for that use of that time. For the purpose of this Agreement, the use of compensatory time shall not apply to F.L.S.A. guidelines.
- 5) Effective August 1, 2011 this Overtime Article shall be amended to provide that all vacation leave shall be recognized as credible hours for overtime computation.

B) In the event an off duty Officer is required to work on special duty, he/she shall be granted four (4) hours of overtime.

1) If an Officer is called back to duty after the end of his/her regularly scheduled shift for an unrelated matter, he/she shall be compensated for four (4) hours of overtime.

2) If an Officer is required to hold over past the end of his/her regularly scheduled shift due to a continuation of his/her duties, he/she shall be compensated on a hour for hour basis.

C) When it is not possible to schedule appearances in the Municipal Court or conferences with the Municipal Prosecutor during periods when the Officers are on duty, an Officer shall receive compensation for a minimum period of three (3) hours if such attendance is required during the off duty hours regardless of day off or not.

1. If such appearance or conference extends beyond the minimum compensation period, the Officer shall receive compensation for such additional time on a hourly basis, and shall be compensated for such additional time in the minimum segments of one (1) hour.

2) If the unavailability of the Officer is the reason that the preparation or appearance cannot be scheduled during duty periods, no minimum compensation shall be provided. In such case, the Officer will be compensated on an hourly basis or portion thereof.

D) Payment for Police Officers who are required to appear before any Grand Jury, County, Superior, Supreme Court proceeding, Prosecutor case preparation, and/or related Superior Court matters during off duty hours, shall be governed by the provisions of N.J.S.A. 40A:14-135.

E) For the purpose of method of payment, Police Officers shall have the right to elect either cash or compensatory time off. Compensatory time shall be scheduled at such a time as requested by the Officer, provided, however, that the shift can be covered by other Officers and that the consent of the shift commander, or other appropriate administrative personnel has been obtained.

- 1) Employees who elect to take compensatory time shall be allowed to accumulate a maximum of two hundred (200) hours. After the maximum is accrued, cash must be taken.

F) Regular Police Officers shall be first offered the opportunity to work available overtime before special Police Officers are contacted.

Article VI

Sick Leave

- A) All Officers shall receive one hundred and twenty (120) hours of sick leave for each calendar year of service. Sick Leave is defined as absences from duty because of illness, accident, or exposure to contagious disease. Entitlement to sick leave is accumulated on the basis of ten (10) hours per month. If an Officer qualifies for sick leave in the excess of the number of hours he/she has accrued in a calendar year, he/she shall be allowed sick leave for only that time he/she has thus far accumulated provided, however, that unused sick leave which he/she may subsequently earn during that calendar year shall be retroactively credited so that he/she shall receive full entitlement of one hundred twenty (120) hours of sick leave.
- B) An Officer who shall be on sick for three (3) or more consecutive absences or who has been frequently absent on sick leave before or after weekends, holidays, or vacations, may be required to submit acceptable medical evidence to substantiate the reason for such claim of sick leave. When an Employee takes sick leave, it shall be deducted on an hour for hour basis.
- C) The Town shall have the right to require an Officer who has been absent because of personal illness to submit to an examination by a physician designated by the Town and at its own expense. Such examination shall establish whether the Officer is capable of performing his/her normal duties and that his/her health will not jeopardize the health of the Employees.

- D) All unused sick leave not used in any Calendar year shall accumulate from year to year to be used when and if needed by the Officer.
- E) Upon retirement, an Officer shall be compensated for unused accumulated sick leave according to the following schedule:
- 1) Thirty Dollars (\$30.00) per day for all accumulated sick leave earned up to December 31st, 1982.
 - 2) Forty Dollars (\$40.00) per day for all accumulated sick leave earned starting January 1st, 1983.
 - 3) Any Police Officer hired after January 1st, 1983 shall be reimbursed for accumulated sick leave at the rate of Forty Dollars (\$40.00) per day up to a maximum of two hundred (200) days.
- F) All Employees shall have at their disposal three (3) personal days at the start of each calendar year. The personal days are non-cumulative from year to year, and are either used or lost at the conclusion of the calendar year. The personal day hours shall be subtracted from the Employee's accumulated sick leave and will be a day for a day. One twelve (12) hour personal day will equal the use of twelve (12) hours of sick time.
- ❖ In the event of the death of an Officer in the line of duty, said payments shall be made to his/her estate.

Article VII

Terminal Leave

Policy: The New Jersey Department of Treasury, Division of Pensions, has directed in connection with payment of "Terminal Leave" at retirement that the manner and the items to be included in the payment of terminal leave are to be stated in a declared policy to assure that the policy is applied consistently to all Employee members of the State Retirement System.

Employees who retire from service with the Town of Boonton, after twenty-five (25) years of service with the Town, shall be entitled to receive a retirement contract which will include any provisions for terminal leave.

Terminal leave shall be defined as that time between the date the Employee stops reporting for work and the Employee's effective date of retirement. Terminal leave involves using up of accumulated sick leave, vacation leave, and compensatory time prior to the effective date of retirement.

Procedure: An Employee who is contemplating retirement shall notify his/her immediate supervisor or the Department Head and the Town Administrator no less the three (3) months prior to the date of retirement. At such time, the Employee shall be entitled to enter into a retirement contract with the Town that will include the following provisions for terminal leave:

- A) An Employee can stop working for the Town (stop reporting to work) a length of time prior to his/her official retirement date during which time said Employee will be using up any accumulated sick leave, vacation leave, and compensatory time.
- B) In return for being granted terminal leave, said Employee shall reimburse the Town or give back the following:
- 1) The number of hours equal to one-third (1/3) of the total terminal leave being taken. These hours will be subtracted from the Employees total accumulated sick, vacation, and compensatory time, subtracting first from the accumulated vacation time, then from accumulated compensatory time, and lastly from the accumulated sick leave.

Example A:

Employee has:	1600 sick hours accumulated
	160 vacation hours accumulated
	40 compensatory hours accumulated
	<hr/>
	1800 total accumulated hours

Employee will be utilizing a total of seven hundred twenty (720) hours as terminal leave. Employee must therefore give back to the Town one third (1/3) of the total hours taken.

Example B:

$$720 \text{ hours} \times \frac{1}{3} = 240 \text{ hours}$$

These two hundred and forty (240) hours will be subtracted from the employees total accumulated hours as follows:

240	"give back hours"
-160	vacation hours
<hr/>	
80	
-40	compensatory hours
<hr/>	
40	
-40	sick hours
<hr/>	
0	

Employees seven hundred twenty (720) terminal leave hours will then be subtracted or used from the remaining one thousand five hundred sixty (1,560) accumulated sick hours, leaving eight hundred and forty (840) hours to be paid in accordance with the contractual agreements in a lump sum payment. The time of said lump sum payment will be agreed upon between Employee and the Town. At no time shall any Police Officer be permitted to "cash out", or covert any accumulated compensatory time into monetary compensation as part of the lump sum payment.

- C) Any Police Officer hired after January 1st, 2000, will be permitted to use a maximum of only eight hundred ninety-six (896) hours of accumulated vacation, sick, and compensatory hours towards terminal leave.

- D) Any Police Officer hired after January 1st, 2003, will be permitted to use a maximum of only eight hundred forty (840) hours of accumulated vacation, sick and compensatory hours toward terminal leave.

E) Any Police Officer hired after January 1st, 2013, will be permitted to use a maximum of only seven hundred forty (740) hours of accumulated vacation, sick and compensatory hours toward terminal leave.

Article VIII

Bereavement Leave

In the event of a death of a member of the Police Officer's family, he/she shall be granted three (3) days off with no loss in pay. Family shall be defined as spouse, father, mother, grandparents, son, daughter, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law. Such days shall be non-cumulative and not considered as part of sick leave entitlement.

For the death of a grandchild, uncle, aunt, nephew, niece, brother-in-law, sister-in-law, cousin of the first degree, the day of the burial only shall be granted without loss of pay.

Exceptions of this provision may be made at the discretion of the Chief of Police in consultation with the Town Administrator.

Article IX

Uniform and Maintenance Allowance

- A) For the duration of this Agreement, each Police Officer covered by this Agreement shall receive annual uniform allowances to be used for the purchase of replacement equipment and for the maintenance of uniforms. Each Officer shall have the right to select such items of clothing as he/she deems necessary and payment will be made upon submission of a voucher or receipt from the appropriate supplier of the items purchased. The Chief of Police shall oversee and grant all purchases utilizing the uniform allowance. Said allowance for all Police Officers shall be in the amount of one thousand dollars (\$1,000.00) annually.
- B) Uniforms and equipment damaged in the line of duty will be replaced by the Town without cost to the Officer
- C) New Officers will be supplied with full uniform, including shoes and full equipment.
- D) Personal items damaged in the line of duty shall be reimbursed to the Employee up to a maximum of fifty dollars (\$50.00) per year. Such payments shall be limited to watch, ring, wallet, pen and pencil. Eyeglasses, if broken or damaged in the line of duty, will be replaced on a dollar-for-dollar basis, provided, however, the Town shall not be obligated to make such payments in the event an Employee should elect to make an insurance claim through private sources.

Article X

Police School

- A) Compensation at the rate of straight time to the Officers attending police school during the period of attendance.
- B) Reimbursement for expenses incurred while attending police school, including clothing, traveling expenses, lodging, meals, equipment, books upon approval by the Chief
- C) Reimbursement at the current I.R.S. rate per mile for travel to and from police school.
- D) The Town shall bear all expenses incurred for Employees who attend special seminars and schooling for specialized courses, such as alcoltest, narcotics, accident investigation, or similar type courses.

Article XI

College Credits

Reimbursement for cost of books for books required for law enforcement related courses leading to a degree or certification in law enforcement at an accredited institution of learning.

Article XII

Transportation

Reimbursement at the current I.R.S. rate per mile for traveling incidental to official police duties.

Article XIII

Medical Insurance

- A) The Employer herein agrees to furnish hospital, surgical, and medical expense benefits to all eligible Employees and their dependants under the terms and condition of the New Jersey State Health Benefits Program Act 52:14-17.25, *et seq.*
- B) Effective January 1st, 2011, the Town shall provide the medical insurance coverage for the Officers and their dependants, for Officers who retire with twenty-five (25) years of pensionable service credit as defined by the Police and Fire Retirement System, or who become disabled, which disability causes separation, provided however, that such coverage shall only continue until such time as an Officer covered by this Agreement secures employment by an employer who has provisions to provide medical insurance coverage.
- C) In the event the Town should provide new or improved insurance benefits for its other employees exceeds and the wage and economic benefits provided said other employees the economic package (inclusive of wage and economic benefits) provided the P.B.A. in any year of this Agreement then, Employees covered by this Agreement shall be entitled to re-open negotiations with respect to the new or improved insurance benefits.
- D) Maternity benefits are covered under the State Disability Plan, the same as any other illness.

E) Effective January 1st, 2013 for all members the statutory obligation under Chapter 78, P.L. 2011 requires all public employees to contribute toward the cost of health care benefits coverage based upon a percentage of the cost of coverage during the length of this agreement. This contribution shall be deducted from the Employee's regular pay and subject to the Employer's Section 125 Plan for tax purposes only. The health benefit premium contribution percentage will be based on the Employee's base salary. The Employee will pay $\frac{1}{4}$ of the health benefit premium contribution rate percentage for 2013, $\frac{1}{2}$ of the health benefit premium contribution rate percentage for 2014, and $\frac{3}{4}$ of the health benefit premium contribution rate percentage for 2014 during these phase-in years. See yearly percentage scale of medical insurance contributions:

Note: The following charts reflect the phase-in of contribution levels for employees employed on the contribution's effective date who will pay $\frac{1}{4}$, $\frac{1}{2}$, $\frac{3}{4}$ and the full amount of the contribution rate during the phase-in years.

To calculate your total percentage of premiums, combine both the medical plan premium percentage and, if applicable, the prescription drug plan premium percentage for the appropriate level of coverage.

HEALTH BENEFITS CONTRIBUTION FOR SINGLE COVERAGE (PERCENTAGE OF PREMIUM)*

Online Contribution Calculators Available

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 20,000	1.13%	2.25%	3.38%	4.50%
20,000-24,999.99	1.38%	2.75%	4.13%	5.50%
25,000-29,999.99	1.88%	3.75%	5.63%	7.50%
30,000-34,999.99	2.50%	5.00%	7.50%	10.00%
35,000-39,999.99	2.75%	5.50%	8.25%	11.00%
40,000-44,999.99	3.00%	6.00%	9.00%	12.00%
45,000-49,999.99	3.50%	7.00%	10.50%	14.00%
50,000-54,999.99	5.00%	10.00%	15.00%	20.00%
55,000-59,999.99	5.75%	11.50%	17.25%	23.00%
60,000-64,999.99	6.75%	13.50%	20.25%	27.00%
65,000-69,999.99	7.25%	14.50%	21.75%	29.00%
70,000-74,999.99	8.00%	16.00%	24.00%	32.00%
75,000-79,999.99	8.25%	16.50%	24.75%	33.00%
80,000-94,999.99	8.50%	17.00%	25.50%	34.00%
95,000 and over	8.75%	17.50%	26.25%	35.00%

*Member contribution is a minimum of 1.5% of base salary towards Health Benefits

**HEALTH BENEFITS CONTRIBUTION FOR FAMILY COVERAGE
(PERCENTAGE OF PREMIUM)***

Online Contribution Calculators Available

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 25,000	0.75%	1.50%	2.25%	3.00%
25,000-29,999.99	1.00%	2.00%	3.00%	4.00%
30,000-34,999.99	1.25%	2.50%	3.75%	5.00%
35,000-39,999.99	1.50%	3.00%	4.50%	6.00%
40,000-44,999.99	1.75%	3.50%	5.25%	7.00%
45,000-49,999.99	2.25%	4.50%	6.75%	9.00%
50,000-54,999.99	3.00%	6.00%	9.00%	12.00%
55,000-59,999.99	3.50%	7.00%	10.50%	14.00%
60,000-64,999.99	4.25%	8.50%	12.75%	17.00%
65,000-69,999.99	4.75%	9.50%	14.25%	19.00%
70,000-74,999.99	5.50%	11.00%	16.50%	22.00%
75,000-79,999.99	5.75%	11.50%	17.25%	23.00%
80,000-84,999.99	6.00%	12.00%	18.00%	24.00%
85,000-89,999.99	6.50%	13.00%	19.50%	26.00%
90,000-94,999.99	7.00%	14.00%	21.00%	28.00%
95,000-99,999.99	7.25%	14.50%	21.75%	29.00%
100,000-109,999.99	8.00%	16.00%	24.00%	32.00%
110,000 and over	8.75%	17.50%	26.25%	35.00%

*Member contribution is a minimum of 1.5% of base salary towards Health Benefits

**HEALTH BENEFITS CONTRIBUTION FOR
MEMBER/SPOUSE/PARTNER OR PARENT/CHILD COVERAGE
(PERCENTAGE OF PREMIUM)***

Online Contribution Calculators Available

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 25,000	0.88%	1.75%	2.63%	3.50%
25,000-29,999.99	1.13%	2.25%	3.38%	4.50%
30,000-34,999.99	1.50%	3.00%	4.50%	6.00%
35,000-39,999.99	1.75%	3.50%	5.25%	7.00%
40,000-44,999.99	2.00%	4.00%	6.00%	8.00%
45,000-49,999.99	2.50%	5.00%	7.50%	10.00%
50,000-54,999.99	3.75%	7.50%	11.25%	15.00%
55,000-59,999.99	4.25%	8.50%	12.75%	17.00%
60,000-64,999.99	5.25%	10.50%	15.75%	21.00%
65,000-69,999.99	5.75%	11.50%	17.25%	23.00%
70,000-74,999.99	6.50%	13.00%	19.50%	26.00%
75,000-79,999.99	6.75%	13.50%	20.25%	27.00%
80,000-84,999.99	7.00%	14.00%	21.00%	28.00%
85,000-99,999.99	7.50%	15.00%	22.50%	30.00%
100,000 and over	8.75%	17.50%	26.25%	35.00%

*Member contribution is a minimum of 1.5% of base salary towards Health Benefits

Article XIV

Dental Insurance

The Town agrees to furnish at no cost to the Employees covered under this Agreement, dental insurance coverage, under the provisions of Delta Dental Insurance Company Premier Plan coverage, subject to the following conditions:

- 1) Coverage by the Town shall be for the Employee only.
- 2) The Town shall be responsible for fifty-six dollars and thirty-two cents (\$56.32) of the Delta Dental Plan with the Employee covering the remaining expense for the plan.
- 3) Employees wishing to enroll in the family coverage shall be permitted to do so at the Employee's expense for the additional coverage
- 4) Payment for the family type coverage will be accomplished by the means of payroll deductions

Article XV

Injury in the Line of Duty

- A) In the event that an Officer is injured in the course of performing his/her duties as an Officer, his/her absence will not be deducted from his/her sick leave benefits.
- B) During such absence, the Town will pay said Officer the difference between the benefits he/she has received from Worker's Compensation payment or other similar disability benefits, at the wage rate he/she was earning at the time of his/her injury. If an Officer shall be absent for such a reason for a period of three (3) consecutive months, the Town shall have the right, at its expense, to request the Employee to submit to examination from time to time by a physician of its choice to verify the inability of said Officer to perform his/her normal duties, the Town shall not be obligated to supplement disability payments for more than one (1) year.

Article XVI

False Arrest and Defense in Legal Proceedings

- A) The Town shall continue to provide insurance to protect the Officers against liability resulting from the claims of false arrest.
- B) The responsibility of the Town for the defense in other actions or legal proceedings arising out or incidental to the performance of an Officer's duties shall be set forth in N.J.S.A. 40A:14-155.
- C) The Town will indemnify any Officer to the extent of any judgment recovered against such Officer as a result of his/her conduct while performing his/her duties provided, however, that he/she has acted in good faith and without malice.

Article XVII

Grievance Procedure

- A) Definition: For the purposes 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 or policies, agreements or administrative decisions affecting any Employee(s) covered by this Agreement.
- B) To provide for the expeditious and mutually satisfactory settlement of grievances, which may arise, with the respect to the interpretation of application of this Agreement, the following procedure shall be followed:

Step One

An Employee wishing to appeal a grievance shall first appeal the action to the Chief of Police. The Chief of Police shall render a written disposition of the appeal within five (5) working days of hearing the appeal.

In the event the Employee is not satisfied with the disposition of his/her appeal in Step One, or if no decision has been rendered within five (5) working days after presentation of the appeal, the Employee may proceed to Step Two, which requires the Employee to file a written notice with the Town Administrator, within three (3) working days from the disposition of Step One.

Step Two

The Town Administrator, upon receiving written notice from the Employee appealing the disposition of Step One, shall meet with the Employee within five (5) working days of receiving their appeal notice. The Town Administrator shall render a decision, in writing, within five (5) working days after the meeting. In the event the Employee is not satisfied with the disposition of his/her appeal at Step Two, or if no decision has been rendered within five (5) working days of presentation of the appeal. The Employee may proceed to Step Three, which requires the Employee to file a written notice with the

Town Police Committee, within three (3) working days from the disposition of Step Two.

Step Three

The Town Police Committee upon receiving written notice from the Employee appealing the disposition of Step Two, shall meet with the Employee within ten (10) working days or receiving the appeal notice. The Town Police Committee shall render a decision, in writing, within five (5) working days after the meeting. In the event the Employee is not satisfied with the disposition of his/her appeal at Step Three, or if no decision has been rendered within five (5) working days after the presentation of the appeal, the Employee may proceed to Step Four, which requires the Employee to file a written notice with the Mayor and the Board of Aldermen, within three (3) working days from the disposition of Step Three.

Step Four

The Mayor and Board of Aldermen upon receiving written notice from the Employee appealing the disposition of Step Three, shall meet with the Employee within ten (10) working days of receiving the appeal notice. The Mayor and Board of Aldermen shall render a decision, in writing, within five (5) working days after the meeting

Step Five

If the aggrieved Employee is not satisfied with the disposition of the grievance at Step Four or if no decision has been rendered with ten (10) working days after holding such a meeting, the matter may be referred by the P.B.A. to binding arbitration pursuant to the rules and regulations of the New Jersey Public Employment Relations Commission. Referral to the arbitration shall be made within twenty (20) days of receipt of the written decision of from the date said decision would be due.

C) In the event of arbitration being elected, an arbitrator shall be selected by the parties from a panel of proposed arbitrators obtained pursuant to the rules of the New Jersey State Public Employment Relations Commission. The decision of the arbitrator shall be final and binding upon the parties with the cost of arbitration to be borne equally by the parties. The arbitrator shall have the power to interpret and apply this Agreement, but shall have no power to enlarge upon or reduce the obligation of the parties. The cost of the arbitrator shall be borne equally by the parties and any additional expenses shall be borne by the parties themselves. If the appeal to arbitration or New Jersey Department of Personnel is not taken within the

aforesaid time periods, the decision rendered in Step Three will be deemed final and binding.

D) The time limits specified in the grievance procedure shall be construed as maximum. However, these may be extended upon mutual agreement between the parties.

E) No meeting where under any steps of the procedure shall be public unless the parties mutually agree to do so, in writing.

F) Any Employee may be represented by himself or a representative selected and approved by the P.B.A.

G) It is understood that the Employee shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations.

Article XVIII

Appeals Process For Minor Discipline

- A) Definition – In accordance with the Title 4A of the New Jersey Administrative Code minor discipline is:
- 1) A formal written reprimand
 - 2) A suspension or fine of forty (40) hours or less
- B) A written **performance notice** or **written oral reprimand** are not considered discipline according to Title 40A and, shall have no mechanism for appeal.
- C) 4A:2-3.1(d) authorizes the appointing authority to establish procedures for the processing minor discipline.
- D) The following will be the appeal process for Employees covered by this Agreement who are facing disciplinary action:

Step One

An Employee wishing to appeal minor disciplinary actions shall first appeal the action to the Chief of Police. The Chief of Police shall render a written disposition of the appeal within five (5) working days of hearing the appeal. In the event the Employee is not satisfied with the disposition of his/her appeal at Step One, or if no decision has been rendered with five (5) working days after the presentation of the appeal. The Employee may proceed to Step Two, which requires the Employee to file a written notice with the Town Administrator, within three (3) working days from the disposition in Step One.

Step Two

The Town Administrator, upon receiving written notice from the Employee appealing the disposition of Step One, shall meet with the Employee within five (5) working days of receiving the appeal notice. The Town Administrator shall render a decision, in writing within five (5) working days after the meeting. In the event the Employee is not satisfied with the disposition of his/her appeal at Step Two, or if no decision has been rendered within five (5) working days after the presentation of the appeal, the Employee may proceed to Step Three, which requires the Employee to file written notice with the Town Police Committee within three (3) working days from the disposition of Step Two.

Step Three

The Town Police Committee upon receiving written notice from the Employee appealing the disposition of Step Two, shall meet with the Employee within ten (10) working days of receiving the appeal notice. The Town Police Committee shall render a decision, in writing within five (5) working days after the meeting. In the event the Employee is not satisfied with the disposition of his/her appeal at Step Three, or if no decision has been rendered with five (5) working days after the presentation of the appeal, the Employee may proceed to Step Four, which requires the Employee to file a written notice with the Mayor and Board of Aldermen, within three (3) working days from the disposition of Step Three.

Step Four

The Mayor and Board of Aldermen upon receiving written notice from the Employee appealing the disposition of Step Three, shall meet with the Employee within ten (10) working days of receiving the appeal notice. The Mayor and Board of Aldermen will render a decision, in writing, within five (5) working days after the meeting.

- E) The decision of the Mayor and Board of Aldermen will be deemed final and binding in all matters of minor discipline, for Employees covered by this Agreement.
- F) The time limits specified in this appeals process shall be construed as maximum. However, these limits may be extended upon mutual agreement between the parties.

- G) No meeting where under any steps of this appeals process shall be made public unless the parties agree to do so, in writing. However, one representative of the P.B.A. may attend the meeting at each step of this appeals process.
- H) Any Employee may be represented by himself/herself or a representative selected and approved by the P.B.A.
- I) It is understood that the Employee shall, during and notwithstanding the pendency of any appeal, continue to observe all assignments and applicable rules and regulations.
- J) In the matter of major discipline, the parties may mutually agree to waive the first three (3) steps of this appeals process and proceed immediately to Step Four. Employees not satisfied with the decision at Step Four, may appeal to the Department of Personnel according to the procedures set forth by Title 4A.

Article XIX

Death Benefits

- A) Minimum death benefits of three and one-half (3 ½) times salary as provided under the New Jersey State Employee Pension and Annuity Fund shall be provided by the Town.

- B) In the event of the death of any member covered by this Agreement, the Town will continue to pay the member's salary for the duration of the calendar year in which the member has died. Salary payments will be made to the beneficiary or executor of the estate.

Article XX

Seniority

A) For the purposes of lay-off, recall from lay-off and vacation selection, seniority shall govern:

- 1) First by job classification
- 2) And then by department

B) In the event of lay-off, strict seniority within the job classification affected by the lay-off shall be followed. The least senior Employee in that classification shall be permitted to bump into the next lower classification and said bumping process shall continue until the least senior Employee of the Department shall be first laid-off. Recall from lay-off shall be in the inverse order of lay-off.

C) During lay-off of regular Police Officers, the Town shall not hire additional Employees without first recalling laid-off Officers back to work, nor shall any such work be contracted out.

Article XXI

P.B.A. Convention

- A) Two (2) members total from the Police Department are allowed to attend the P.B.A. convention and to be compensated at the rate of full pay for the time spent at said convention.
- B) One Delegate is to be allowed to attend monthly P.B.A. meetings of the P.B.A. and to be compensated at full pay for attendance at said meetings.
- C) Funds in the amount of three hundred and fifty dollars (\$350.00) for reimbursement of expenses for delegation from the Boonton Police Force.

Article XXII

Compensation For Private Contract

Officers who are engaged for special duty assignments by private parties shall be compensated by said private parties at the rate of time and on-half (1 ½).

Article XXIII

Accident Reports

All Employees injured during the course of performance of his/her duties shall complete an accident report and submit it to his/her immediate supervisor at the earliest time he/she is able to do so.

Article XXIV

Shift Staffing

- A) It is hereby agreed by both parties that the staffing of a shift, a shift being defined as a tour of duty in a twenty-four (24) hour period, be at the sole discretion of the Chief of Police.
- B) This Provision does not prohibit the Town from hiring additional employees, *i.e.* Police Officers, dispatchers, for the purpose of increasing efficiency, services and protection for the community.
- C) It is however; the opinion of the Officers covered in this Agreement, that to provide proper Police protection for the community and to insure the safety of the Officers, three (3) Police Officers per shift is required. However, this opinion is not binding on the parties. Staffing shall be at the sole discretion of the Chief of Police as stated in paragraph A.

Article XXV

Officer In Charge Compensation

Patrol Officers in charge of a shift in the absence of the regular assigned shift supervisor, *i.e.* Sergeant, will receive three (3) compensatory time hours for being the Officer In-Charge for a entire twelve (12) hour shift. Three (3) total compensatory hours for a complete twelve (12) hour tour only. No compensation for partial shifts being covered by a Patrol Officer as O.I.C.

Article XXVI

Fully Bargained Provisions

- A) This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues and shall govern all wages, rights, and responsibilities of the parties which were or could have been the subject of negotiations.
- B) In recognition of the fact that all prior contracts between the parties contained a clause generally retaining all benefits currently enjoyed by the Officers of the Boonton Police Department and that the attempt to specifically set forth each benefit in this Agreement may result in the inadvertent omission of one or more such benefits, the parties recognize that each shall have an opportunity to submit for inclusions in this Agreement such prior practices as may have been omitted, whether they may be considered as benefits of the Officers or the Town. Such opportunity shall expire six (6) months after the date of this Agreement. In the event that either party shall dispute the inclusion of such additional provisions, such dispute shall be submitted to arbitration for a determination to whether the item offered for inclusion did, indeed, exist as a past practice between the parties.

Article XXVII

Savings Clause

In the event that Federal, or State Legislation, Governmental Regulations, or Court decisions causes invalidation of any Article or Section of this Agreement, all other Articles and Sections not invalidated shall remain in full force and in effect and the parties shall re-negotiate concerning any such invalid provisions.

Article XXVIII

Duration

This Agreement shall be effective from January 1st, 2013 through December 31st, 2015. For purposes of subsequent negotiations, the parties agree that such negotiations for purposes of reaching a new contractual Agreement shall commence during the first week of September 2015, and will continue on a regular basis thereafter, in good faith until said negotiations are completed.

IN WITNESS WHEREOF, THE PARTIES HERE HAVE ENTERED THEIR HANDS
AND SEALS THIS 10th DAY OF December, 2012.

TOWN OF BOONTON

Cyril Wehaly
Mayor

ATTEST:

Cynthia A. Clark
Town Clerk

Boonton Chapter Local No. 212
Of The New Jersey State
Policeman's Benevolent
Association

Michael Buller
President

Larry Hand
Vice-President

ABC
Delegate

ATTEST:

Joan Egan

SCHEDULE A-1

(Applicable to Employees hired before Dec. 31st, 2010)

Salaries

	Effective 1/1/2013	Effective 1/1/2014	Effective 1/1/2015
Patrolman			
Step 1	\$37,744.00	\$38,499.00	\$39,269.00
Step 2	\$45,890.00	\$46,808.00	\$47,744.00
Step 3	\$54,031.00	\$55,112.00	\$56,214.00
Step 4	\$62,176.00	\$63,420.00	\$64,688.00
Step 5	\$70,321.00	\$71,727.00	\$73,162.00
Step 6	\$78,465.00	\$80,034.00	\$81,635.00
Step 7	\$86,610.00	\$88,342.00	\$90,109.00

SCHEDULE A-2

(Applicable to Employees Hired On or After January 1st, 2011)

Salaries

	Effective 1/1/2013	Effective 1/1/2014	Effective 1/1/2015
Patrolman			
Step 1	\$37,744.00	\$38,499.00	\$39,629.00
Step 2	\$43,852.00	\$44,729.00	\$45,624.00
Step 3	\$49,960.00	\$50,959.00	\$51,978.00
Step 4	\$56,068.00	\$57,189.00	\$58,333.00
Step 5	\$62,176.00	\$63,420.00	\$64,688.00
Step 6	\$68,285.00	\$69,651.00	\$71,044.00
Step 7	\$74,393.00	\$75,881.00	\$77,399.00
Step 8	\$80,501.00	\$82,111.00	\$83,753.00
Step 9	\$86,610.00	\$88,342.00	\$90,109.00

SCHEDULE A-3

(Applicable to Employees Hire on or After January 1st, 2013)

Salaries

	Effective 1/1/2013	Effective 1/1/2014	Effective 1/1/2015
Patrolman			
Academy Step	\$37,004.00	\$37,744.00	\$38,499.00
Step 1	\$37,744.00	\$38,499.00	\$39,629.00
Step 2	\$43,852.00	\$44,729.00	\$45,624.00
Step 3	\$49,960.00	\$50,959.00	\$51,978.00
Step 4	\$56,068.00	\$57,189.00	\$58,333.00
Step 5	\$62,176.00	\$63,420.00	\$64,688.00
Step 6	\$68,285.00	\$69,651.00	\$71,044.00
Step 7	\$74,393.00	\$75,881.00	\$77,399.00
Step 8	\$80,501.00	\$82,111.00	\$83,753.00
Step 9	\$86,610.00	\$88,342.00	\$90,109.00