

## AGREEMENT

THIS AGREEMENT, is made and entered into this 22<sup>nd</sup> day of January, 2018, by and between the TOWNSHIP OF BORDENTOWN, a body corporate and politic, hereafter referred to as the "Township" and the BORDENTOWN TOWNSHIP POLICE COMMAND OFFICERS ASSOCIATION, hereafter referred to as the "Association",

IN CONSIDERATION of the mutual promises contained herein, IT IS HEREBY AGREED AS FOLLOWS:

### ARTICLE 1

#### PURPOSE

This Agreement is entered in order to promote harmonious relations between the Township and the Association, to establish an orderly and peaceful procedure to settle differences which might arise and to set forth the full agreement between the parties concerning the terms and conditions of employment as agreed upon through good faith negotiations.

### ARTICLE 2

#### RECOGNITION OF BARGAINING UNIT

The Township recognizes the Association as the sole and exclusive collective negotiating representative for all members of the Bordentown Township Police Department holding the rank of Police Lieutenant and Police Captain. All other members of the Police Department and all other Township Employees are specifically excluded.

### ARTICLE 3

#### NON DISCRIMINATION

The Township and the Association agree that all provisions of this Agreement shall be applied equally to all members of the Association in compliance with applicable laws against discrimination and without regard to political affiliation or membership or legitimate activity in the Association. All references in this Agreement to employees of the male gender have been used for convenience only and shall be construed to include both male and female employees. All references to "employee" or "member?" shall mean those individuals included within the bargaining unit of this contract without regard to actual Association membership.

### ARTICLE 4

#### MANAGEMENT RIGHTS

##### Section 1

The Township shall have the right to determine all matters concerning the management or administration of the Township and the Police Department, subject to the provisions of this Agreement.

##### Section 2

The Township shall have the right to make such reasonable rules and regulations respecting the conduct of the member employees, not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order, safety and/or efficient operations. The Township agrees prior to the adoption of such additional rules and regulations to first advise the President of the Association of the proposed rule or regulations and afford the members of the Association the opportunity

To be heard, but this shall not be applicable to existing rules and regulations.

### Section 3

It is acknowledged by the Association that it is the position of the Township that it is within the management rights of the Township to establish the shift schedule of the Police Department and that any agreement by the Township to provide for a 8 hour shift schedule shall not be construed to limit the right of the Township to determine all matters concerning the management or administration of the Township and the Police Department.

### Section 4

Notwithstanding the position of the Township as to its management rights, the Township agrees to notify the Association at least 60 days in advance of any proposed change from the 8 hour shift schedule. This provision shall not be applicable to temporary or emergency shift changes that the Chief of Police, or his designee, with the approval of the Township Committee, determines are necessary to meet temporary or emergency conditions in the Police Department.

### Section 5

Nothing contained in this section shall be construed as a waiver by either the Township or the Association of what either believes to be its rights with respect to management determination or negotiability of shift schedules. Nothing in this agreement shall be construed to infringe on the authority of the Chief of Police to exercise operational command of the Police Department.

### Section 6

Notwithstanding anything above which might read to the contrary, this Article is subject to and is to be read consistent with the New Jersey Public Employment Relations Act, N.J.S.A. 34:13A, et seq.

### Section 7

All references to "Chief of Police" shall include "or his designee."

Section 8

All discretionary or permissive language contained within the Family Medical Leave Act (NJFLA), the New Jersey Security and Financial Empowerment Act (NJ SAFE Act)(P.L. 2013, c.82) and regulations promulgated pursuant to those statutes or other leave laws shall be a management prerogative. Leave time covered under FMLA, NJFLA, NJ-SAFE Act or other leave law shall be so designated for any time off covered under those laws. To the extent permitted by law, all absences or leaves which are also covered under any of the foregoing laws shall run at the same time.

ARTICLE 5

SHIFT SCHEDULES

Section 1

It is acknowledged that, at the time of the agreement, the Township has in effect, an 8 hour work schedule. The current 8 hour work schedule is the result of negotiations between the parties and both parties recognize the 8 hour shift as an economic benefit.

Section 2

Nothing herein shall limit in any way any management right of the Township.

## ARTICLE 6

### GRIEVANCE PROCEDURE

#### Section 1

A grievance, as used in this Agreement, is defined as an alleged breach, Misinterpretation or misapplication of terms of this Agreement including minor discipline. Matters within the jurisdiction of the Department of Personnel are not subject to the Grievance procedure.

#### Section 2

No settlement of a grievance shall contravene the provisions of this Agreement.

#### Section 3

A day, as used in this Section, where the time limit is established as ten (10) days or less, is defined as a weekday, which shall exclude Saturday, Sunday and Official, non-police Township holidays. A day, as used in this Section, where the time limit is established as eleven (11) days or more, is defined as a calendar day, except that where the last day upon which an action may or shall be taken falls on a Saturday, Sunday or Official Township holiday, then the action shall be valid if taken on the next following day on which the Township offices are open for business.

#### Section 4

An aggrieved person must present the grievance in writing to (1) the Chief of Police within fifteen (15) days of the occurrence of the event giving rise to the grievance.

The Chief of Police shall attempt to adjust the matter within fifteen (15) days by meeting with the aggrieved person and shall render a decision.

#### Section 5

If the aggrieved person is not satisfied with the decision required in Section 4, or if no decision is rendered within the fifteen (15) day period, the grievance shall be reduced to writing by the aggrieved person and presented to the Township Administrator within ten (10) days after the decision is rendered or after the expiration of the ten (10) day period, if no decision is rendered. The written grievance shall be dated and signed by the aggrieved party and shall set forth the facts upon which the grievance is based, including dates and names of other persons involved, the provision(s) of this Agreement that are alleged to have been violated, and the remedy desired. The aggrieved person shall serve a copy of the written grievance upon the Chief of Police and upon the President of the Association. The Township Administrator or the designated representative of the Township Administrator shall meet with the aggrieved person, the President of the Association, and the Chief of Police. The decision of the Township Administrator shall be rendered in writing, within thirty (30) days after the grievance is presented to the Township Administrator with copies to the Township Committee and to the President of the Association.

## Section 6

If the aggrieved person is not satisfied with the decision rendered in Section 5, or if no decision is rendered within the thirty (30) day period, it shall be presented to the Township Committee within thirty (30) days after the decision is rendered or after the expiration of the thirty (30) day period provided for in Section 5 if no decision is rendered. The written grievance shall include information set forth in Section 5 and shall have attached copies of the decisions rendered at the first and second levels, if rendered. A copy of the grievance shall be served upon the Township Administrator and the President of the Association. The Township Committee may meet with the aggrieved person and such other individuals whom the Township Committee may determine to be necessary or appropriate for the purpose of adjusting or resolving the grievance. The Township Committee shall render a final written decision on the grievance within thirty (30) days after receipt of the written grievance.

## Section 7

In the event a grievance is not settled to the satisfaction of all parties at the conclusion of Section 6, the Association may, within thirty (30) days after the decision of the Township Committee or within thirty (30) days after the 30<sup>th</sup> day next following the date the grievance was served on the Township Committee, whichever shall first occur, serve notice on the Township Committee, that the matter is being referred to final, binding arbitration. The arbitrator shall be chosen according to the provisions of the N.J.A. C. 19: 12-5.1 *et seq.* The arbitrator's decision in the matter shall be final and binding on all parties. The arbitrator's costs and fees shall be borne equally by the parties, but each party shall be solely responsible for the cost it incurs in the production of testimony or evidence.

Section 8

The aggrieved person shall have the right to appear alone or with a representative of his or her choice.

Section 9

If a grievance is not appealed within the time limits set forth above, the grievance shall be deemed settled.

Section 10

Effective upon execution of this Agreement, the Township agrees to adhere to the Discipline Investigative Guidelines established by the Attorney General of the State of New Jersey.

ARTICLE 7

SALARY

Section 1

The annual wages of the employees recognized under this Collective Bargaining Agreement are set forth in Schedule A. The Township shall take the appropriate steps to introduce within thirty days of the execution of this Collective Bargaining Agreement, a salary ordinance to reflect the wages under Schedule A to be effective January 1<sup>st</sup> of each year.

Section 2

Annual Salaries and Paydays:

- a. All annual salaries, as represented on the annual salary scheduled,



reflect the total annual salary to be paid to the employee based upon the normal working schedule of 80 hours in each 14 day pay period.

b. The established annual salary shall be divided by 26 to determine the amount to be paid on each payday during the year.

c. Whenever the calendar year shall result in a 27<sup>th</sup> payday during the year, as a result of paydays falling every 14 days, the annual wages shall be divided by 27 which shall be paid on the 27 paydays of the year.

d. Whenever it shall be necessary to determine an hourly rate of pay for extra duty assignments, the appropriate rate shall be determined by 1 1/2 times the employee's regular hourly rate of pay as set forth on Schedule A.

#### Section 4

The Township shall have the right to make awards for meritorious service to employees who perform in an exemplary manner. The determination of the recipients and the amount of the awards shall be within the exclusive discretion of the Township.

#### Section 5

All adjustments in salary shall become effective on January 1<sup>st</sup> of each calendar year.

### ARTICLE 8

#### COMPENSATORY TIME

##### Section 1

All Lieutenants and Captains in the bargaining unit shall be provided with forty (40) hours of compensatory time at the beginning of the year (January 1st). This time is in lieu of additional required duties and attendance of Township sponsored functions or special events. The current practice of Flex Time will now be null and void.

For purposes of this Agreement, a Personal Day shall be defined as being 8 hours in length for individuals working an 8 hour shift and 12 hours in length for individuals working a 12-hour shift.

## ARTICLE 12

### VACATION

#### Section 1

Members of the Association shall be entitled to annual paid vacation. Vacation is earned on a pro rata basis. Vacation will be earned in accordance with the following schedule:

Completed Years of Continuous Service	Days of Paid Vacation
Up to 1	One Day Per Month
1 to 5	12
6 to 12	15
13 to 20	20
21 or more	25

#### Section 2

A member of the Association who is taken ill on authorized vacation leave may report the circumstances to the Chief of Police by telephone or wire, and upon presentation of a physician's certificate, may be allowed to charge to sick leave the time lost by reason of illness on vacation leave.

#### Section 3

The "Completed Years of Continuous Service" shall mean the years of service completed to December 1st in each year.

#### Section 4

Vacation leave shall be selected annually in the following manner:

- (1) As per SOP #2008-125 and all procedures within as well as the following:
- (2) When in any calendar year that vacation or any part thereof is not granted by the Chief of Police, and there is not a reasonable period of time to request another leave, such vacation leave not granted shall accumulate and shall be granted during the next succeeding year.
- (3) Once vacation time has been selected by a member and approved by the Chief of Police or his designee, that vacation time shall be honored and shall not be changed by the Township, except in the case of an emergency determined by the Chief of Police and approved by the Township Committee where the cancellation of the scheduled vacation is deemed necessary in order to properly provide for public safety.
- (4) The association membership recognizes the Chief of Police or his designee's right to temporarily transfer officers from one squad to another in order to maintain adequate staffing on that squad if it becomes depleted as a result of scheduled vacation or other unforeseeable occurrence (e.g. injury, retirement, etc.). The Chief of Police will make every effort to transfer an officer with comparable work experience to that of the officer being replaced.

(5) For purposes of this Agreement, a vacation day shall be defined as being eight hours in length for individuals working an eight hour shift and twelve hours in length for individuals working a twelve hour shift.

(6) Any unused vacation time shall not accumulate from year to year, except that when a member is precluded from using vacation leave by reason of an emergency as declared by the Chief of Police, the member shall be permitted to carry over that vacation leave which was so precluded to be taken, during the first six months of the following year.

## ARTICLE 13

### SICK LEAVE

#### Section 1

It is the intention of sick leave to accommodate those employees who are unable to report to work due to illness. Accordingly, member employees shall be entitled to sick leave, earned on a pro rata basis, annually in accordance with the following schedule:

Completed Years of Continuous Service	Days of Paid Sick Leave
Up to 1	One Day Per Month
1 or More	15

#### Section 2

Members shall be entitled to accumulate sick leave without restriction from year to year.

Section 3

Members shall be given a written accounting of accumulated sick leave days on or before February 1st of each year.

Section 4

The Township may require acceptable medical evidence of illness. The nature of the illness shall be stated on the doctor's certificate along with a statement from the doctor as to the prognosis.

Section 5

The Township may require that the certificate be provided by a doctor designated by the Township. The Township may require a further certificate from a doctor designated by the Township that the employee is physically able to return to full work duties. In any case where the Township requires a certificate from a doctor designated by the Township, the costs relating to the examination and the issuance of the certificate shall be the responsibility of the Township.

Section 6

An employee who does not expect to report for work because of personal illness shall notify the employee's immediate superior, or some other designated by the Township for that purpose, as shall be established by regulation within the department, by telephone or personal message, on or before the beginning hour of work for his/her position.

### Section 7

Each member who does not use up all of his or her annual sick leave may, at the employee's option, receive payment for up to two thirds of the unused sick days at the end of the calendar year. The maximum number of unused sick days a member can cash in during any given year is six (6) days, in exchange for which the member will receive a payment equaling four (4) sick days. It is the intention of this provision to allow a member to receive cash compensation for some of the unused sick leave on an annual basis, requiring the member to "bank" at least some of the unused sick leave against the potential of future needs for sick leave. The payment would be made by the end of January for sick leave unused from the previous year. A member who wishes to exercise the option for payment from unused sick leave shall be required to notify the Township Administrator and the Township Financial Officer not later than the 8<sup>th</sup> day of January of the respective calendar year in order to receive payment for the unused sick leave from the immediately preceding year.

### Section 8

Each member shall be entitled upon retirement to receive a lump sum payment as supplemental compensation for each full day of earned and unused accumulated sick leave which is credited on the effective date of retirement. The supplemental compensation payment shall be computed at the rate of one-half of the daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of service prior to the effective date

of retirement, provided, however, that no such lump sum supplemental compensation payment shall exceed \$12,000.00.

The payment of the supplemental compensation as provided in this section may be paid, at the option of the retiring officer, in equal quarterly payments over a period of eighteen (18) months following retirement.

#### Section 9

Retirement is defined as termination of employment with the Township for the purpose of being retired from one's former occupation or office based upon eligibility to apply for and receive a pension in accordance with the rules and regulations of the Police & Fireman's Retirement System.

#### Section 10

The definition of retirement shall not include involuntary termination of employment with the Township or termination of employment with the Township for purposes of seeking or accepting employment elsewhere.

#### Section 11

For purposes of this Agreement, a Sick Leave Day shall be defined as being 8 hours in length for individuals working an 8-hour shift and 12 hours in length for individuals working a 12 hour shift, except that all sick leave days earned prior to December 31, 1988, shall be calculated at the rate of 8-hour days.

### ARTICLE 14

#### BEREAVEMENT LEAVE

##### Section 1

If a death occurs among members of an employee's immediate family, the employee will be excused from work to attend the funeral and be with the family without

loss of pay from the day of death until the day after the funeral, but not more than a total of four (4) consecutive calendar days. If a death occurs among other members of an employee's family, the employee will be excused from work to attend the funeral without loss of pay for two (2) consecutive calendar days.

#### Section 2

The phrase "members of an employee's immediate family" shall mean spouse, child, mother, father, sister or brother.

#### Section 3

The phrase "other members of an employee's family" shall mean grandparent, grandchild, uncle, aunt, nephew, niece, cousin of the first degree or a step-relationship or in-law relationship to any particular relative defined as being either a member of an employee's immediate family or other member of an employee's family.

#### Section 4

The term "day" shall mean a calendar day as distinguished from a work day.

### ARTICLE 15

#### OTHER LEAVES OF ABSENCE

Other leaves of absence may be provided with the provisions of N.J.S.A. 40A:14-136 and 40A:14-137.

### ARTICLE 16

#### WORKERS' COMPENSATION INSURANCE

#### Section 1

As required by law, the Township shall provide, at its sole expense, workers'



compensation coverage for each member employee. This coverage may be provided on an insurance basis or on a self-insured basis by the Township.

Section 2

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, for a period of up to one year. During this period of time, all temporary disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid over to the employer.

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.

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 establishing such further period of disability and such findings by the Division of Workers' Compensation, or by the final decision of the last reviewing court shall be binding upon the parties.

For the purposes of this Article, injury or illness incurred while the employee is attending an employer sanctioned training program shall be considered in the line of duty.

In the event a dispute arises as to whether an absence shall be computed of

designated as sick leave or as to 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 therefore, the final decision of the last reviewing court.

An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

## ARTICLE 17

### PERSONAL PROPERTY

#### Section 1

The Township shall reimburse each member of the Association for the cost of prescription eyeglasses lost or damaged in the performance of duty, provided it shall not exceed \$75.00, upon presentation of a bill for such Article.

#### Section 2

The Township shall reimburse each member of the Association for the cost of a wrist watch lost or damaged in the performance of duty, provided it shall not exceed \$50.00, upon presentation of a bill for such Article.

#### Section 3

The member shall immediately notify the Chief of Police of the occurrence of loss or damage either during or immediately following the duty shift assignment to be eligible for the reimbursement.

## ARTICLE 18

### SHOES AND JUMP BOOTS

#### Section 1

The Township shall provide each member of the Association with one (1) pair of appropriate shoes (to be manufactured by Bates or equivalent) to be worn on duty at all times. Shoes shall be replaced on the basis of as needed.

#### Section 2

The Township shall further provide each member of the Association with one pair of jump boots for use in inclement weather; the jump boots shall be replaced as needed, provided that an officer shall have the discretion to substitute a pair of shoes for the boots, provided that he submits that request at least one (1) week before they are ordered.

## ARTICLE 19

### HEALTH INSURANCE

#### Section 1

The Township agrees to provide and pay for the premium, subject to the employee contributions set forth, for the benchmark plan as presently offered by the Township for all members of the negotiation unit, their spouse and eligible dependents. Employees can enroll in an available alternate plan offered by the Township by paying the difference in cost, if any, between the alternate plan and the benchmark plan, provided, however, that if the plan selected by the employee triggers any excise tax levy or expense in addition to solely the premium itself, that cost shall be borne by the employee.

Employees will contribute towards the cost of health insurance, in accordance with the provisions of P.L., 2011, Chapter 78. These payments shall be made on a pre-tax basis, pursuant to IRS section 125 salary reduction premium-only plans, in accordance with the Township's regular payroll practices.

In Lieu of participating in the Township provided insurance plan, employees shall also be given the option to opt out of said plan. Any employee who chooses to do so shall be paid in conformance with N.J.S.A. 52:14-17.3(a) and N.J.S.A. 40A:10-17.1. All opt-out payments shall be made in December.

#### Section 2

The Township reserves the right to change insurance plans or carriers or to self-insure directly or through a joint insurance fund so long as substantially similar benefits are provided.

#### Section 3

For purposes of this Agreement, coverage shall include, single, husband and wife, parent and child, or family coverage as applicable to the individual employee, at the expense of the Township.

#### Section 4

The employee shall have the right to elect coverage under the various plans which may be made available through the Township, subject to enrollment periods established by the plan providers.

#### Section 5

A member who retires shall be eligible to continue to be a member of any insurance group specified above for a period of two (2) years after the date of retirement, provided (1) the insurance company will allow this; (2) the retired member pays the full cost thereof, the payment of which is to be made to the Township Treasurer on or before December 1, March 1, July 1, and September 1 preceding the quarter for which coverage is sought. Retired members who fail to make the quarterly payment within thirty (30) days of the due date will be dropped without notice and will

not be entitled to re-enroll. Retirement shall include early retirement or disability retirement under the applicable Rules established by the New Jersey Department of Personnel or the New Jersey Division of Pensions.

#### Section 6

The surviving spouse and dependent children of a member, who was a full-time employee of the Township at the time of the member's death, shall be entitled to continue to participate in the insurance coverage set forth in Section 1. The payment is to be made to the Township Treasurer on or before December 1, March 1, July 1 and September 1 preceding the quarter for which coverage is sought. If the surviving spouse and dependent children fail to make the quarterly payment within thirty (30) days of the due date, they will be dropped without notice and will not be entitled to re-enroll. This entire provision shall further be subject to the continued participation being permitted by the insurance company providing the coverage.

#### Section 7 - Police Professional Liability:

(A) The Township recognizes its Obligations under N.J.S.A. 40A: 14-155. Thus, as provided below, whenever a member shall become a defendant in any legal proceeding arising out of or directly related to the lawful exercise of police powers in the performance of his official duties, the Township shall provide the member with the necessary means for the defense of such action or proceeding.

(B) The Township shall provide for insurance coverage or shall be responsible for indemnification of a member in accordance with the Township's Indemnification Ordinance adopted pursuant to the provisions of N.J.S.A. 59:10-4. The Township agrees to maintain the Indemnification Ordinance providing for the

indemnification of employees held liable in any legal proceeding arising out of or directly related to the lawful exercise or performance of his or her official duties, except for punitive or exemplary damages or damages resulting from the commission of a crime.

Section 8

Police Accident and Income Protection as set forth in this Agreement.

Section 9

Participation in the New Jersey Police and Fireman's Retirement System.

Section 10

Effective upon execution of this Agreement, the Township will provide employees covered by this Agreement with a prescription plan equal to or better than the plan in place on the date of execution of this Agreement, and the Township will bear 35% of the cost of the plan and the employees will bear 65% of the cost.

ARTICLE 20

MAINTENANCE OF WORK OPERATIONS

Section 1

The Association hereby covenants and agrees that during the term of this Agreement, neither the Association nor any person acting in its behalf will cause, authorize or support, or will any of its members take part in any strike, (i.e. the concerted failure to report for duty or willful absence of an employee from his or her position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), stoppage, slow-down, walk-out or other illegal job action against

the Township. The Association agrees that such will constitute a material breach of this Agreement.

Section 2

The Association agrees that it will make every reasonable effort to prevent its members from participating in any job action such as described above.

Section 3

Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Association or its members.

ARTICLE 21

PAID LEAVE FOR ASSOCIATION REPRESENTATIVES

Section 1

Pursuant to N.J.S.A. 40A:14-177, the Township agrees to give a leave of absence from scheduled day of work with pay to the duly authorized representatives of the Association to attend any State or national convention of the Fraternal Order of Police, provided that

- (a) Such leave shall be limited in the aggregate to ten (10) days in a calendar year;
- (b) Such leave shall not interfere with the normal functioning of the Police Department; and
- (c) Such leave, when taken, shall not be subject to or affect overtime (for whatever reason) or shift differential payment, but such payment shall be made at the

base annual salary.

Section 2

In accordance with the provisions of law, an employee shall not lose pay for any day lost from work as the result of attending a State or national convention as provided in Section 1 of this Article.

ARTICLE 22

PART TIME EMPLOYMENT

Section 1

Members of the Association who wish to engage in outside part-time employment, whether within or outside the boundaries of the Township must make application to the Chief of Police and obtain approval of the part-time employment.

Section 2

Approval may be denied if the proposed outside employment will result in a conflict with the employee's police duties.

Section 3

In the event that permission is not granted by the Chief of Police, the employee may appeal the decision to the Township Committee. The decision of the Township Committee shall be final.

Section 4

Part-time employment shall not be permitted in any case where it would



make the Township liable for overtime pay or for any increase in its payroll, insurance or contributory costs.

### Section 5

Effective August 1, 1989, whenever any outside employment shall be for security or police related purposes, whether in uniform or not in uniform, such employment shall be arranged through the Chief of Police with the review and approval of the Township Administrator, shall require an agreement between the Township and the outside employer whereby the outside employer will pay the Township at a rate to be established by the Township as sufficient to cover all costs related to the services provided, including overtime pay, fringe benefits and an administrative charge. The Township may require any such outside employer to maintain adequate insurance to protect the employee and the Township as additional insured in the event of any claims arising out of such outside employment. The amount of insurance required of the outside employer shall not exceed the limits of coverage that the Township maintains for its own protection. Any employee working on such duties shall be compensated at one and one-half times the applicable hourly rate of the employee. The opportunities for such employment shall be offered on a rotating basis, beginning with the most senior employee. Any employee who is offered the opportunity shall, whether the opportunity is accepted or declined, move from the top of the seniority list to the bottom of the list so as to ensure rotation and a fair opportunity for all employees. An offer of outside employment which cannot be accepted by an employee due to a conflict with scheduled times that the employee is required to be on duty with the Township shall not be considered to be declined for the purpose of rotation of position on the list of those available for such outside employment.

Section 6

At all times when an outside contractor calls the employer for police officer service, then such notification shall be made available to provide members the opportunity to sign up. An overtime list shall be maintained for scheduled overtime opportunities.

ARTICLE 23

BENEFITS TO BE PRO-RATED

In the event that a member of the Association becomes initially employed in the Police Department, any benefits which he or she would enjoy under this Agreement, where applicable, shall be applied pro rata to the number of days employed based upon a 365 day year.

ARTICLE 24

TRAINING PROGRAMS

Section 1

The Township shall establish a program of training for police officers.

Section 2

In order to accomplish training goals a reasonable effort shall be made to enable each officer to attend one (1) training program per year, provided that the attendance at any training program can be accomplished by scheduling adjustments so that the Township will not be obligated for any overtime costs as the result of the training program.

Section 3

Any retraining or recertification required by law or by the New Jersey State Police Training commission, such as the required recertification on the firing range, shall not be considered as a training program for purposes of this Section.

Section 4

For purposes of this Agreement, a Training Day shall be defined as being eight (8) hours in length for pay purposes, notwithstanding whether the employee works an 8- hour or a 12-hour shift. In the event that the calculation of hours worked within a 14 day working period shall fall below 80-hours as a result of this provision, the affected

the employee to deduct the necessary number of hours from vacation or personal days available to that employee in order to receive an entitlement to a full pay for the applicable 14-day working period.

## ARTICLE 25

### BULLETPROOF VESTS

#### Section 1

The Township agrees to provide each police officer with a "bulletproof" vest and in accordance with "Rational Replacement Policy" guidelines recommended by E.I. Dupont DeNemours, Inc. to the International Association of Chiefs of Police dated October 12, 1985, which suggest vest replacement on a 5-year schedule.

#### Section 2

It is acknowledged and agreed that the Township shall develop a replacement schedule so that an equal number of vests shall be replaced each year on a 5-year schedule. It is understood that, in developing such a schedule, the first cycle of replacements may not take place on a 5-year basis so as to avoid a disproportionate number being replaced in any single year.

#### Section 3

The police officer receiving the vest shall be responsible for the maintenance of the vest and shall be required, in accordance with regulations established by the Chief

of Police, to wear the vest at all times while on duty.

## ARTICLE 26

### BULLETIN BOARD

The Township shall provide a bulletin board at a conspicuous location within the Police Department, a portion of which may be used by the Association for the posting of Association notices and bulletins pertaining to Association business and activities or matters dealing with the welfare of employees. No matter may be posted in the designated Association area without receiving permission from the President of the Association. Any bulletins deemed detrimental to the operation of the Department may be rejected for posting by the Chief of Police. Approval for posting shall not be unreasonably withheld.

## ARTICLE 27

### REVIEW OF PERSONNEL FILES

#### Section 1

A personnel file shall be maintained for each employee covered by this Agreement. The personnel file is a confidential record and shall be maintained in the Office of the Chief of Police or at such other location as may be designated by the Township Committee. The personnel file may be used for evaluation purposes and as a record of the service of the employee with the Township.

#### Section 2

Upon advance notice and at reasonable times, the member may review his or her personnel file on a quarterly basis or at any time at which a personnel action involving that member is taken or proposed to be taken. An appointment for the

review must be made through the Chief of Police or the person designated by the Township Committee as the custodian of the files.

### Section 3

Whenever a written complaint or disciplinary action concerning a member is to be placed in the personnel file, a copy of the complaint or disciplinary action shall be made available to the member and the member shall have the opportunity to place his or her written comments on the complaint or disciplinary action in the file. When the employee is given a copy of the complaint, the identification of the complainant shall be excised. If, however disciplinary action is taken on any complaint, then the member shall be furnished with all details of the complaint, including the identity of the complainant.

### Section 4

All personnel files shall be carefully maintained and safeguarded permanently and nothing placed in the file shall be removed from the file. Removal of any material from a personnel file by any member of the Police Department shall subject that member to appropriate disciplinary action.

## ARTICLE 28

### NO WAIVER

Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof. This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the parties herein are entitled by law.

ARTICLE 29

IN THE LINE OF DUTY DEATH BENEFIT

In the event that an active Lieutenant or Captain of the Township of Bordentown Police Department who is covered under this contract should die in the line of duty, the Township shall reimburse the affected family up to Eight Thousand Dollars (\$8,000) of necessary expenses related to the funeral.

The Township agrees to provide paid medical benefits upon death of a current Lieutenant or Captain in the line of duty, to cover the employee's spouse and unmarried dependents under the age of 18. Coverage will terminate at the earlier of either of the following events: the spouse's remarriage or the spouse's coverage by another plan, but in any event coverage will terminate twelve (12) years after the death of said employee, at which time the spouse may purchase benefits at the group rate at his or her own expense.

ARTICLE 30

PAST PRACTICE

This agreement supersedes any past practice not otherwise covered by this Agreement, verbal or written otherwise between the parties or any of them.

ARTICLE 31

TERM AND RENEWAL OF AGREEMENT

This agreement shall have a term from January 1, 2017 through December 31, 2019. If the parties have not executed a successor Agreement by December 31, 2019, then this Agreement shall continue in full force and effect until a successor Agreement is executed. Negotiations for a successor Agreement shall be in accordance with the rules of the Public Employment Relations Commission.

ARTICLE 32

FULL UNDERSTANDING

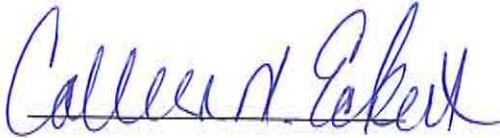
This Agreement constitutes the entire understanding of the parties. It is the intent of the parties that during this Agreement that neither side shall be required to negotiate or to re-negotiate over any of the subjects herein contained and that the contractual understanding between the parties shall, during the term of this Agreement, be governed by the provisions hereof. Proposed new

rules or modifications of existing rules governing working conditions shall be negotiated with a majority representative before they are established.



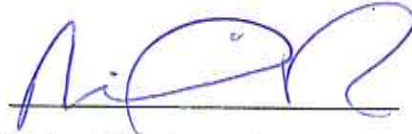
IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officials on the day and year above first written.

ATTEST:



Colleen Eckert, Township Clerk

TOWNSHIP OF BORDENTOWN



Michael Theokas, Administrator

ATTEST:

BORDENTOWN TOWNSHIP  
POLICE COMMAND ASSOCIATION



Brian Pesce, Captain



Shawn Mount, Lieutenant



Matt Crowell, Lieutenant

Schedule "A": Salaries

	<u>LT</u>			
		<u>2017</u>	<u>2018</u>	<u>2019</u>
\$		112,149.40	\$ 114,392.39	\$ 116,680.24
	<u>Cpt</u>			
\$		117,324.90	\$ 119,671.40	\$ 122,064.83