

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**the**

**BORDENTOWN TOWNSHIP POLICE OFFICER'S ASSOCIATION**

**and the**

**TOWNSHIP OF BORDENTOWN**

**for the period**

**January 1, 1992 — December 31, 1995**

**AGREEMENT**

**July 19, 1994**

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**This Agreement**, is made and entered into this 19th day of July, 1994, by and between the **TOWNSHIP COMMITTEE OF THE TOWNSHIP OF BORDENTOWN**, a body corporate and politic, hereafter referred to as the "Township"; and the **BORDENTOWN TOWNSHIP POLICE OFFICER'S ASSOCIATION**, hereafter referred to as the "Association";

**In Consideration** of the mutual promises contained herein, **It Is Hereby Agreed, As Follows:**

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.

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 Officer or Sergeant. All other members of the Police Department and all other Township Employees are specifically excluded.

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 law 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 for the purposes of this contract without regard to actual Association membership.

#### **4. Management Rights:**

- 4.1. 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.
- 4.2. 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.
- 4.3. It is acknowledged that it is the position of the Township that it is within the management rights of the Township to establish the shift schedule for the Police Department and that any Agreement by the Township to provide for a 12-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.
- 4.4. 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 12-hour shift schedule back to an 8-hour shift schedule and to afford the Association the opportunity to negotiate regarding any changes that may be required in this Agreement as the result of such a change in shift schedule. This provision shall not be applicable to temporary, defined as being for less than 60 days, or emergency shift changes that the Chief of Police, with the approval of the Township Committee, determines are necessary to meet temporary or emergency conditions in the Police Department.
- 4.5. 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.

#### **5. Shift Schedules:**

- 5.1. It is acknowledged that, at the time of this Agreement, the Township has had in effect, since June, 1988, an experimental period during which the use of a 12-hour shift could be evaluated.
- 5.2. It is further acknowledged that the Township Committee has determined to continue the 12 hour shift schedule and that certain provisions are included in this Agreement to be applicable in the event that a 12-hour shift is in effect. In accordance with the provisions of Section 4.4, the Township will notify the Association of

- \* any proposed change in the shift schedule from 12-hour shifts to 8-hour shifts.
- 5.3. Whenever a 12-hour shift schedule shall be established, there will be two shifts beginning and ending at fixed times established by the Township Committee after consideration of the recommendations of the Chief of Police.
- 5.4. Each squad will work a particular shift for a period of not more than 14 days and will then rotate to work the other shift for a period of not more than 14 days.
- 5.5. Nothing herein shall limit in any way the management right of the Township.

**6. Grievance Procedure:**

- 6.1. A grievance, as used in this Agreement, is defined as an alleged breach, misinterpretation or misapplication of terms of this Agreement. Matters within jurisdiction of the Department of Personnel, including but not limited to suspensions, reductions in rank, discharges or any other administrative action affecting the classification or status of an employee, are not subject to the grievance procedure.
- 6.2. No settlement of a grievance shall contravene the provisions of this Agreement.
- 6.3. 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 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.
- 6.4. An aggrieved person must present the grievance to (1) the Chief of Police within five (5) days of the occurrence of the event giving rise to the grievance. The Chief of Police shall attempt to adjust the matter within five (5) days by meeting with the aggrieved person and shall render a decision.
- 6.5. If the aggrieved person is not satisfied with the decision required in Section 6.4, or if no decision is rendered within the five (5) day period, the grievance shall be reduced to writing by the aggrieved person and presented to the Township Administrator within five (5) days after the decision is rendered or after the expiration of the five (5) 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.

- 6.6. If the aggrieved person is not satisfied with the decision rendered in Section 6.5 or if no decision is rendered within the thirty (30) day period, it shall be presented to the Township Committee within five (5) days after the decision is rendered or after the expiration of the thirty (30) day period provided for in Section 6.5, if no decision is rendered. The written grievance shall include the information set forth in Section 6.5 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.
- 6.7. In the event a grievance is not settled to the satisfaction of all parties at the conclusion of Section 6.6, the Association may, within thirty (30) days after the decision of the Township Committee or within thirty (30) days after the 30th 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.
- 6.8. The aggrieved person shall have the right to appear alone or with a representative of his or her choice.
- 6.9. Any grievance arising out of the provisions of this Agreement relating to OVERTIME or to LONGEVITY shall be initiated by filing the grievance with the Township Administrator.
- 6.10. If a grievance is not appealed within the time limits set forth above, the grievance shall be deemed settled.

## **7. Salary:**

- 7.1. The schedule attached hereto as "Schedule A" is incorporated herein as the respective annual salaries and the hourly rates for such purposes as an hourly rate is required.

- 7.2. The Annual Salary Schedule established for each year shall be effective as of January 1 of the applicable year.
- 7.3. Annual Salaries and Paydays:
- a. All annual salaries, as represented on the annual salary schedule, reflect the total annual salary to be paid to the employee based upon the normal working schedule of 84 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 shall result in a potentially 27th payday during the year, as the result of paydays falling every 14 days, the annual salary shall continue to be divided by 26 which shall be paid on the first 26 paydays of the year with no payment required on the 27th payday, provided that the Township shall have notified the employees not later than March 1st of that year that the out-of-the-ordinary circumstance will exist that year.
  - d. Whenever it shall be necessary to determine an hourly rate of pay for overtime purposes, the appropriate hourly set forth on Schedule A shall be used.
- 7.4. 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.
- 7.5 For individuals hired prior to January 1, 1989, a member who was initially employed on or before June 30th of his or her first year as a full-time member of the Police Department shall be considered that the period of employment during that first year was a full year and shall be counted as a full year of service for the above schedule. If a member was initially employed after June 30th of his or her first year as a full-time member of the Police Department, that period of employment during the first year shall not be considered as constituting a year of service or part thereof in reference to the above schedule.
- 7.6 The Recruit salary shall be in effect from the date of hire until satisfactory completion of the Basic Police Academy. The PO-I rate shall be in effect shall begin upon completion of the Basic Police Academy and shall remain in effect until the 6-month anniversary. At the conclusion of six months the individual shall move to Step II. All further step increases shall take place at twelve month intervals based on the date that the individual has moved from Recruit to Step II, and shall not be based on the date of hire and shall not be adjusted as set forth in Section 7.4.
- 7.7 All adjustments in salary shall become effective with the payroll period beginning after the anniversary date.

**8. Overtime:**

- 8.1. Any member employee who shall work more than 84 hours during the established 14 day work period shall be compensated for the hours worked over 84 at one and one-half times his/her normal hourly rate.
- 8.2. When time changes due to going on or leaving day light savings time occur, the employee will be paid for the actual time worked, whether 7 hours or 9 hours at straight rate time.
- 8.3. This provision shall be interpreted so that overtime, whether worked voluntary or forced basis shall not become straight time due to the fact that the employee utilized a contractual benefit day during the work period.
- 8.4. This provision shall further be interpreted so that overtime, when worked on a forced basis due to the extension of a shift because a replacement is not available, shall not become straight time due to the fact that the employee utilized a contractual benefit day.
- 8.5. All employees are subject to being called for duty in an emergency. Whenever reasonably possible, employees scheduled for vacation shall be the last to be called for emergency duty.
- 8.6. For purposes of payroll calculations the work period shall commence at 12:01 a.m. Saturday and continue for a period of fourteen (14) calendar days.
- 8.7. Whenever a member is working on an assigned 12-hour shift, any member who works more than 84 hours during the established 14-day work period shall be compensated for the hours worked over 84 at one and one-half times the normal hourly rate for that employee. No member employee shall be required to work more than 16 hours in any established 24-hour work day, except in the case of an emergency as determined by the Chief of Police. A manpower shortage due to scheduled vacations or normal sick leave shall not constitute an "emergency".

**9. Shift Differential:** The shift differential paid under prior Agreements between the parties are abolished and the amounts previously paid have been taken into consideration in the establishment of and have been incorporated into the Annual Salaries provided for in this Agreement.

**10. Longevity:** A member of the Association who has completed the indicated number of years of continuous full-time employment with the Township shall be entitled to the specified longevity payment, provided that the periods of continuous service shall have been completed prior to December 1 in each year. The members of



the Association entitled to longevity payment shall be compensated by a two installment payments, as provided in Section 28 of this Agreement.

YEARS OF SERVICE	LONGEVITY PAYMENT
5	\$ 500.00
10	\$1,000.00
15	\$1,500.00
20	\$2,000.00

**11. Uniform Maintenance:** The Township shall issue each member of the Association appropriate uniforms. The members shall be responsible for the laundry, care and maintenance of the uniforms. The members shall receive a payment calculated on the basis of \$40.00 per month, for each month in which the member has worked a full 12-hour shift, as compensation for the laundry and maintenance expenses. The actual payments due shall be made at the same time as the lump sum payments are made pursuant to Section 28 of this Agreement and shall be subject to adjustment in the event that payment is made for a month for which it is subsequently determined that there is no entitlement. Effective July 1, 1993, the maintenance allowance shall be increased to \$50.00 per month. The Township shall have the right and option, in lieu of the payment of a monthly maintenance allowance, to provide the cleaning and maintenance by means of a service contract awarded by the Township pursuant to law. In the event that the Township shall change the method of handling uniform maintenance, the Township shall provide the Association with 30 days advance notice of the implementation of a change.

**12. Holidays:**

- 12.1 The Township shall designate by Resolution twelve (12) holidays each year, applicable to members of the Association. For purposes of complying with this provision, the holidays designated in the Resolution shall be on the day on which the specific holiday occurs, even through, because it may fall on a weekend, it may be generally celebrated on the preceding Friday or following Monday.
- 12.2 Any additional holidays granted generally to Township Employees will be made applicable to members of the Association.
- 12.3 Any member of the Association who is either not scheduled to work on a holiday and is required to work or who is required to work more

than originally scheduled, shall receive payment for the added time at the rate of double time.

- 12.4 For purposes of this Agreement, a Holiday 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.
- 12.5 The actual payments due shall be made at the same time as the lump sum payments are made pursuant to Section 28 of this Agreement. No holiday pay shall be due to an employee who has been terminated or suspended on the date that the holiday occurred.

**13. Personal Days:**

- 13.1 Each member of the Association shall be allowed three (3) personal days with pay for personal leave purposes, provided that sufficient prior notification is given to the Chief of Police so that arrangements can be made to provide coverage for the position in performing the Department's function.
- 13.2 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.

**14. Vacation:**

- 14.1 Members of the Association shall be entitled to an annual paid vacation 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

- 14.2 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.
- 14.3 The "Completed Years of Continuous Service" shall mean the years of service completed prior to December 1st in each year.
- 14.4 Vacation periods shall be coordinated and established by the Chief of Police. 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 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. It the employee has made a timely request for the carried forward vacation a reasonable time in advance of the

date requested so as to enable the Township to make arrangements for shift coverage and is unable to take the vacation that has been carried forward because of the Township, then the Township shall have the alternative of buying back the vacation time that the employee has been denied. This buy back provision shall only be applicable to vacation leave that has been carried forward from one year into the next because the employee has been precluded from using that vacation leave as provided in this section. The carry forward and buy back provisions shall not be applicable where the employee has failed to use the vacation time available.

- 14.5 Once vacation time has been selected by a member and approved by the Chief of Police, 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.
- 14.6 For purposes of this Agreement, a Vacation 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.
- 14.7 Members who are unable to use their allocated vacation time within the calendar year and who have used not more than three (3) sick days during the year may "sell-back" not more than three (3) vacation days and receive pay in lieu of the vacation time, provided that application for the payment in lieu of vacation is filed with the Township Administrator prior to December 1st of the applicable year. Payment shall be made at the hourly rate in effect at the time that the days were earned and the payment shall be made not later than January 31st of the subsequent calendar year.

**15. Sick Leave:**

- 15.1 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 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

- 15.2 Members shall be entitled to accumulate sick leave without restriction from year to year.
- 15.3 Members shall be given a written accounting of accumulated sick leave days on or before February 1st of each year.
- 15.4 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.

- 15.5 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.
- 15.6 An employee who does not expect to report for work because of personal illness shall notify his/her 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.
- 15.7 Each member, employed on or before December 31, 1988, 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.
- 15.8 Each member, employed on or after January 1, 1989, 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 \$7,500.00.
- 15.9 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.
- 15.10 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.
- 15.11 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.

**16. Bereavement Leave:**

- 16.1. 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) 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) days.
- 16.2. The phrase "members of an employee's immediate family" shall mean spouse, child, mother, father, sister or brother.
- 16.3. 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.
- 16.4. The term "day" shall mean a calendar day as distinguished from a work day.

**17. 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*.

**18. Worker's Compensation Insurance:**

- 18.1 As required by law, the Township shall provide, at its sole expense, worker's compensation coverage for each member employee. This coverage may be provided on an insurance basis or on a self-insured basis by the Township.
- 18.2 Additionally, the Township shall provide, at its sole expense, an insurance policy covering each member which will provide payment of fifty dollars (\$50.00) each week in the event of a job-related disability resulting in the incapacitation of the member, for a maximum of one hundred and four (104) weeks. During the period of disability, the township shall pay, on behalf of the member, any contributions to the Police and Fireman's Retirement System.

**19. Personal Property:**

- 19.1 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.
- 19.2 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.

- 19.3 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.

**20. Shoes and Jump Boots:**

- 20.1 The Township shall provide each member of the Association with one 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 one pair per year.
- 20.2 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 every third year, 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.
- 20.3 It is agreed that the orders for the shoes and jump boots shall be placed by July 1st of the applicable year.

**21. Other Insurance:** There shall be provided for all members the following insurance:

- 21.1. Health Insurance coverages, i.e., medical, hospitalization, and major medical, in effect at the time of the execution of this Agreement shall remain in effect during the term of this Agreement together with the availability of HMO or indemnity plan options.
- 21.2. 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.
- 21.3. For purposes of this Agreement, coverages shall include single, husband and wife, or family coverage as applicable to the individual employee, at the expense of the township.
- 21.4. 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.
- 21.5. 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.

- 21.6. 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 coverages set forth in Section 21.1 (Blue Cross), 21.2 (Blue Shield), and 21.3 (Major Medical) or 21.5 (HMO Alternative) for a period of two (2) years after the death of the member, provided that the surviving spouse and dependent children pay the full cost of the insurance coverage. 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.
- 21.7. Police Professional Liability:
- 21.7.1. The Township recognizes its obligations under *R.S. 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.
- 21.7.2. 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.
- 21.8. Police Accident and Income Protection as set forth in this Agreement.
- 21.9. Participation in the New Jersey Police and Fireman's Retirement System.
- 21.10. A prescription plan for each officer with the Township's contribution fixed in accordance with the following rates:

Single	\$ 9.00 per month
Husband & Wife	\$ 17.50 per month
Family	\$ 24.00 per month

- 21.11. Any increase in rates above those set forth in Section 21.10 shall be borne by the individual member. It is understood that the provider requires a co-payment by the member and certain other limitations apply in accordance with the contract with the Township. Whenever the Township is notified of a proposed increase in the rates, the Township shall notify the employees covered by the Prescription plan, including members and non-members of the Association, and shall advise the employees of the proposed increase in rates and the effect that keeping the rate level would have on the co-payment requirement. The employees shall then, by majority vote, determine whether to increase the co-payment level or to have the increased premium cost deducted from their wages.

## **22. Maintenance of Work Operations:**

- 22.1. 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, nor will any of its members take part in any strike, (i.e., the concerted failure to report for duty or willful absence of any 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), work stoppage, slow-down, walk-out or other illegal job action against the Township. The Association agrees that such action will constitute a material breach of this Agreement.
- 22.2. The Association agrees that it will make every reasonable effort to prevent its members from participating in any job action such as described above.
- 22.3. 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.

## **23. Paid Leave for Association Representatives:**

- 23.1 Pursuant to *N.J.S.A. 11:26C-4*, 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.



- 23.2 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 23.1.

**24. Part-Time Employment:**

- 24.1. Members of the Association who wish to engage in outside part-time employment, whether in or outside the boundaries of the Township, must make application to the Chief of Police and obtain approval of the part-time employment .
- 24.2. Approval may be denied if the proposed outside employment will result in a conflict with the employee's police duties.
- 24.3. 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.
- 24.4. 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.
- 24.5. 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 a 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 insureds 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.

**25. 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 of employment based on a 365 day year.

**26. Association Dues:** The Township shall deduct Association Dues from the pay of each member who signs a written authorization for the Township to do so. These monies shall be paid to the Association's designated representative on a periodic basis.

**27. Call Back and Court Appearances:** When a member of the Association is called back to work at a time when he or she is off or when a member of the Association is called in for a court appearance, that person shall work for a minimum of two hours on each such occurrence and be paid accordingly. If the call back or court appearance lasts for less than the minimum two hours, the remaining time necessary to make up the two hours shall be utilized for other police related duties at the direction of the Chief of Police.

**28. Lump Sum Payments:** All lump sum payment checks are to be issued during the last week of June and the last week in November of each year. The payment made in June shall cover the period between January 1st and June 30th. The payment made in November shall cover the period between July 1st and December 31st..

**29. Training Programs:**

- 29.1. The Township shall establish a program of training for police officers.
- 29.2. 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.
- 29.3. 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.
- 29.4. For purposes of this Agreement, a Training Day shall be defined as being 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 the result of this provision, the affected employee shall be assigned such additional number of working hours that will enable the employee to have worked 80-hours during the 14-day working period in order to be entitled to a full pay for that period. In the alternative, the employee may 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.

**30. Reimbursement for "Bulletproof" Vests:**

- 30.1. The Township agrees to provide each police officer with a "bulletproof" vest and to refurbish or replace the vest substantially in accordance with "Rational Replacement Policy" guidelines recommended by E. I. Dupont De Nemours, Inc. to the International Association of Chiefs of Police dated October 12, 1985, which suggest vest replacement on a 5-year schedule.
- 30.2. The maximum cost to the Township for purchase or replacement of a vest shall not exceed \$500.00.
- 30.3. In order to implement the acquisition of vests, the Township agrees that not less than four (4) vests shall be acquired, whether by donation or by purchase by the Township, in each year of this Agreement.
- 30.4. 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.
- 30.5. 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.

**31. Past Practices:** This Agreement supersedes any past practice not otherwise covered by this Agreement and it supersedes any previous Agreement, verbal or written between the parties or any of them.

**32. Term of Agreement:** This Agreement shall take effect as of January 1, 1992, and shall expire on December 31, 1995. Additionally, this Agreement shall continue in full force and effect thereafter from year to year unless either party notifies the other in writing at least one hundred and fifty (150) days prior to the budget submission date or the expiration of the contract, whichever shall first occur, as

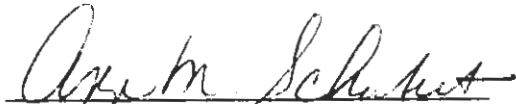
established by the Public Employment Relations Commission, of its election to terminate or modify this Agreement.

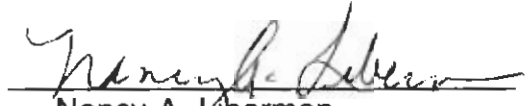
**33. Full Understanding:** This Agreement constitutes the entire understanding of the parties. It is the intent of the parties that during the term of this Agreement that neither side shall be required to negotiate or to re-negotiate over any of the subjects herein contained and that the contractual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

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

ATTEST:


TOWNSHIP OF BORDENTOWN


  
Ann Schubert, Township Clerk

By:   
Nancy A. Liberman  
Mayor

ATTEST:

Bordentown Township Police  
Officers Association

  
Secretary

By:   
President